



MICHIGAN

**AGENDA
WYOMING CITY COUNCIL MEETING
COUNCIL CHAMBERS
TUESDAY, SEPTEMBER 2, 2025, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Vanessa Alvarez, Amazing Church Michigan
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Approval of Minutes**
From August 18, 2025, Regular Meeting
- 6) Approval of Agenda**
- 7) Public Hearings**
- 8) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 10) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 11) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
25-11 Acceptance of a Watermain Easement for 3716 South Division Ave
(Kent T. and Marlye Ann Ayers)
- 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**
 - a) To Purchase, Acquire, and Construct Improvements to the Water System and to Publish Notice of Intent to Issue Revenue Bonds
 - b) To Purchase, Acquire, and Construct Improvements to the Sewage Disposal System and to Publish Notice of Intent to Issue Revenue Bonds

- c) To Approve Gelock Heavy Movers and HEL INC. Plans for and Use of its Property on Site 36
 - d) For Election to Comply with Section 4 of Public Act 152 of 2011
- 15) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
- a) To Accept an Automatic Aid Agreement Between the City of Wyoming and Byron Township Providing Emergency Apparatus Response for Structure Fires and Highway Incidents
 - b) To Concur with Well Services and Accept Quotations for Future Well Services
 - c) To Accept a Proposal for the Purchase and Installation of a Sludge Basin Mixer Variable Frequency Drive
 - d) To Accept a Proposal for Access Control Improvements at the Drinking Water Plant and Gezon Pump Station
 - e) To Accept a Proposal for a Maintenance Agreement for the Wastewater Treatment Plant Standby Generators
 - f) For Award of Bids
 - 1. Flow Meters
- 16) Ordinances**
- 17) Informational Material**
- 18) Acknowledgment of Visitors**
This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3-minute limit per person.
- 19) Closed Session** (as necessary)
- 20) Adjournment**

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

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

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

CITY OF WYOMING

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

September 2, 2025

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 25-11

Subject: Acceptance of a Watermain Easement for 3716 South Division Ave.
(Kent T. and Marlye Ann Ayers)

Councilmembers:

Kent T. and Marlye Ann Ayers, owners of 3716 South Division Ave. have submitted the following described Watermain Easement. The Watermain Easement conveys permanent access rights to the City of Wyoming to own and maintain a public watermain along Spanish Ct. The Watermain Easement area is shown on the attached Exhibit A. The acquisition is necessary as part of the Spanish Ct./Division Avenue Improvements project in 2025.

Grantor:	Kent T. and Marlye Ann Ayers
Parent Parcel:	41-18-19-101-072
Size of Easement:	565 sf
Consideration:	\$4,500

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

Respectfully submitted,



John Shay
City Manager

Attachments: Watermain Easement
Estimate of Just Compensation

CITY OF WYOMING
WATERMAIN EASEMENT
Parcel No. 41-18-19-101-072

The Grantor, **Kent T. Ayers and Marlye Ann Ayers, husband and wife**, whose address is 3716 S. Division Avenue, Wyoming, MI 49548

DOES HEREBY GRANT AND CONVEY TO:

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

See Exhibit A attached hereto for the Watermain Easement Area, Watermain Easement Legal Description and Property Legal Description (Parcel No. 41-18-19-101-072)

For the full consideration of One Thousand Five Hundred Forty-Five Dollars and Eighty-Four Cents (\$1,545.84).

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

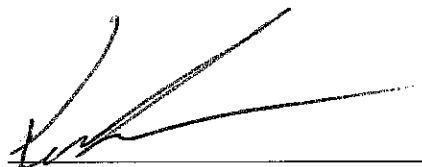
Grantor shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would interfere with the intended use of the Easement.

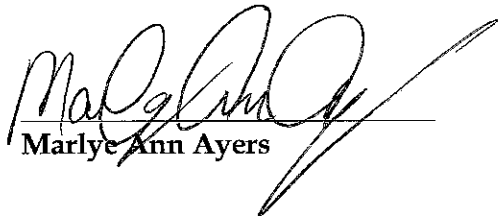
DATED: 8-12-25

Approved as to form:

Attorney for the City of Wyoming

Gregory T. Stremers



Kent T. Ayers


Marlye Ann Ayers

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me in KENT County, Michigan on this 12th day of AUGUST, 2025 by Kent T. Ayers and Marlye Ann Ayers, husband and wife.

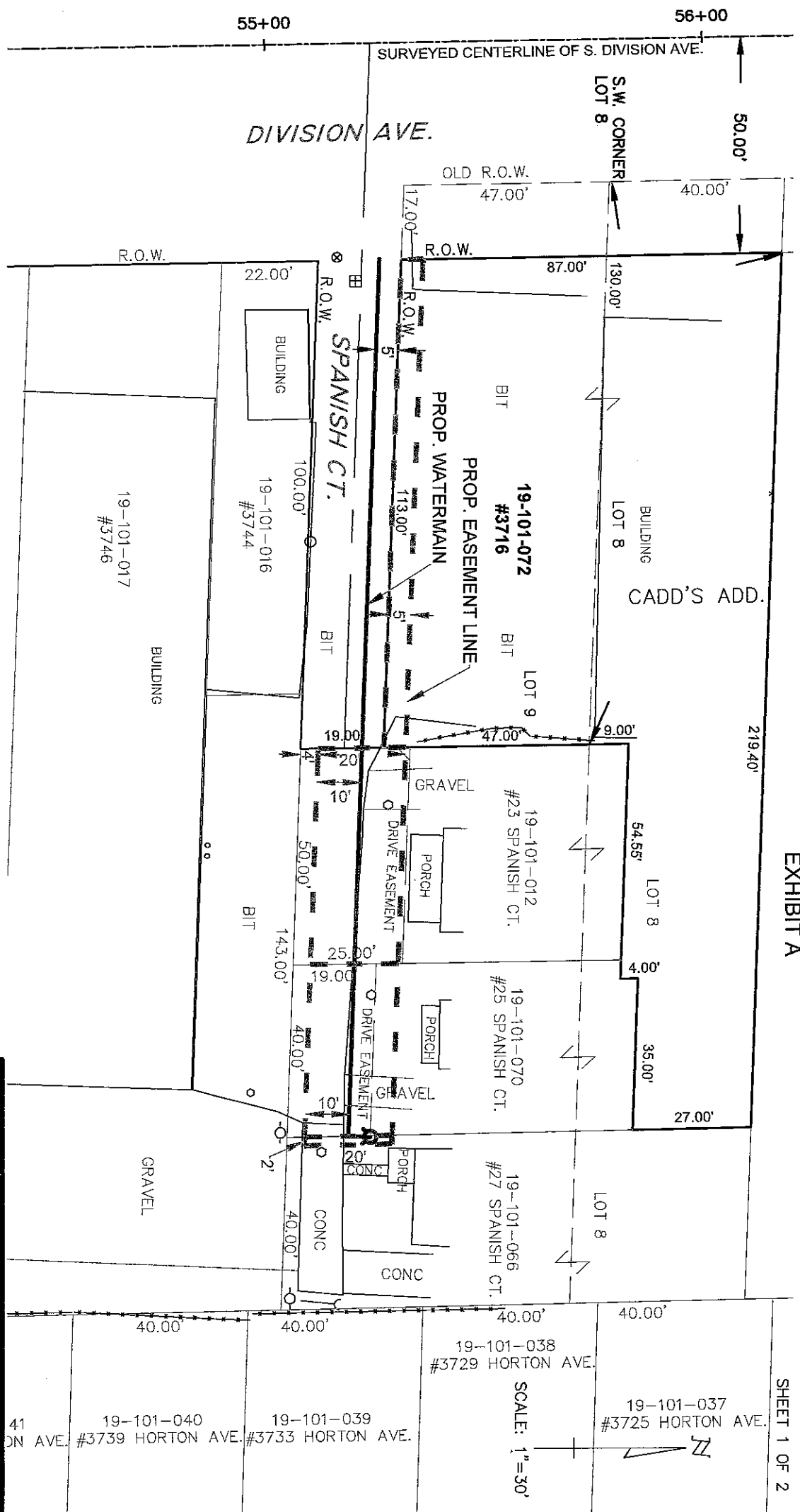
Michael C Davis
NOTARY PUBLIC - MICHIGAN
Ottawa COUNTY
ACTING IN THE COUNTY OF KENT
MY COMMISSION EXPIRES 10/19/2028


_____, Notary Public
State of Michigan, County of OTTAWA
My Commission Expires: 10/19/2028
Acting in the County of: KENT

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

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

EXHIBIT A



SHEET 1 OF 2

SCALE: 1" = 30'

LEGEND

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

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

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

DESCRIPTION: 3716 S. DIVISION AVE. (PPN 41-18-19-101-072)

THAT PART OF LOT 8 OF CADD'S ADDITION TO THE CITY OF GRAND RAPIDS, (NOW CITY OF WYOMING), PARIS TOWNSHIP, KENT COUNTY, MICHIGAN, AS RECORDED IN LIBER 26 OF PLATS ON PAGE 8, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8, THENCE EAST 130 FEET, THENCE NORTH 9 FEET, THENCE EAST 54.55 FEET TO A POINT 75 FEET WEST OF THE EAST LINE OF LOT 8, THENCE NORTH PARALLEL WITH THE EAST LINE OF LOT 8, 4 FEET, THENCE EAST 35 FEET, THENCE NORTH PARALLEL TO THE EAST LINE OF LOT 8, 27 FEET, THENCE WEST 219.4 FEET TO THE WEST LINE OF LOT 8, THENCE SOUTH 40 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART LYING WEST OF A LINE BEING 50 FEET EAST OF AND PARALLEL WITH THE SURVEYED CENTERLINE OF SOUTH DIVISION AVENUE.

ALSO, THE NORTH 47 FEET OF THE WEST 130 FEET OF LOT 9 OF CADD'S ADDITION TO THE CITY OF GRAND RAPIDS, (NOW CITY OF WYOMING), PARIS TOWNSHIP, KENT COUNTY, MICHIGAN, AS RECORDED IN LIBER 26 OF PLATS ON PAGE 8, EXCEPTING THEREFROM THAT PART LYING WEST OF A LINE BEING 50 FEET EAST OF AND PARALLEL WITH THE SURVEYED CENTERLINE OF SOUTH DIVISION AVENUE.

SUBJECT TO A PROPOSED 5 FOOT EASEMENT FOR WATERMAIN PURPOSES:

DESCRIBED AS: THE SOUTHERLY 5 FEET OF THE NORTHERLY 47 FEET OF THE WEST 130 FEET OF LOT 9 OF CADD'S ADDITION TO THE CITY OF GRAND RAPIDS (NOW CITY OF WYOMING), PARIS TOWNSHIP, KENT COUNTY, MICHIGAN, AS RECORDED IN LIBER 26 OF PLATS ON PAGE 8, EXCEPTING THEREFROM THAT PART LYING WEST OF A LINE BEING 50 FEET EAST OF AND PARALLEL WITH THE SURVEYED CENTERLINE OF SOUTH DIVISION AVENUE.

CONTAINING 565 SF.

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



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

LEGEND

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

CITY OF WYOMING
Kent County, Michigan

RESOLUTION NO. _____

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

Minutes of a regular meeting of the City Council of the City of Wyoming, Kent County, Michigan, held in the City on _____, 2025, at 7:00 p.m., local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____:

WHEREAS, the City Council deems it to be in the best interests of the City of Wyoming (the “City”) to design, purchase, acquire, construct and install certain improvements to the City’s Water System, including without limitation, the design, acquisition and construction of a new surge suppression system, including without limitation, a new building, surge tanks, associated large diameter piping and valves, air compressors, and controls; acquisition and construction of the new large diameter water transmission main, including without limitation, transmission mains, piping, valving, and other associated materials and restoration for a pipe system from the Drinking Water Plant to, and connecting with, the existing transmission mains; and other improvements to water transmission, distribution, storage and treatment facilities including without limitation, improvements to the water treatment process at the Drinking Water Plant, including without limitation, filtration systems; the restoration of streets, rights-of-way, easements and other property affected by the improvements and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements; and such other Water System improvements as the City shall determine to make (the “Improvements”), and to finance the Improvements by the issuance of bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended (“Act 94”); and

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

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

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

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council determines to design, purchase, acquire, and construct the Improvements and to pay the cost through the issuance of one or more series of revenue bonds pursuant to Act 94 for the Improvements in an amount not to exceed \$11,500,000 in addition to any amounts the City previously stated its intent to issue (the “Bonds”). The Bonds may be issued together with the bonds for the Improvements identified in notices previously approved by the City Council or as one or more separate series of bonds.

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

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

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

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

6. The firm of Dickinson Wright PLLC is retained as bond counsel to the City to prepare the documents for the issuance of the Bonds for financing acquisition of the Improvements and the officers of the City are authorized to enter into an engagement letter with bond counsel.

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

YEAS: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Kelli A. VandenBerg, Clerk

CERTIFICATION

I certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Wyoming, Kent County, Michigan, at a regular meeting held on _____, 2025, and that public notice of that meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

Dated: _____, 2025

Kelli A. VandenBerg, Clerk

EXHIBIT A

[NOTE TO PUBLISHER – PLEASE PUBLISH AT 1/4 PAGE SIZE]

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

PLEASE TAKE NOTICE that the City of Wyoming (the “City”) intends to issue bonds in an amount of not to exceed \$11,500,000 in addition to amounts it has previously stated its intent to issue (the “Bonds”). The Bonds may be issued together with amounts of bonds the City Council has previously stated its intent to issue or as one or more separate series of bonds.

The Bonds shall be issued to pay the cost to design, purchase, acquire and construct improvements to the City’s Water System, including without limitation, the design, acquisition and construction of a new surge suppression system, including without limitation, a new building, surge tanks, associated large diameter piping and valves, air compressors, and controls; acquisition and construction of the new large diameter water transmission main, including without limitation, transmission mains, piping, valving, and other associated materials and restoration for a pipe system from the Drinking Water Plant to, and connecting with, the existing transmission mains; and other improvements to water transmission, distribution, storage and treatment facilities including without limitation, improvements to the water treatment process at the Drinking Water Plant, including without limitation, filtration systems; the restoration of streets, rights-of-way, easements and other property affected by the improvements and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements; and such other Water System improvements as the City shall determine to make and to pay the costs of issuing the Bonds, finance reserves and capitalized interest, if any.

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

SOURCE OF PAYMENT

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

RIGHT OF REFERENDUM

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

Bonds. If such a petition is filed, the Bonds shall not be issued until approved by the vote of a majority of the electors residing within the City qualified to vote and voting on that issue at a general or special election.

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

Kelli A. Vandenberg, City Clerk
City of Wyoming, Michigan

STAFF REPORT

Date: August 25, 2025
Subject: Notice of Intent to Issue Revenue Bonds for Water and Wastewater System Improvements
From: Aaron Vis, Director of Public Works
Jodi Yenchar, Finance Director
Meeting Date: September 2, 2025

RECOMMENDATION:

It is recommended that the City Council adopt the Resolution to Purchase, Acquire and Construct Improvements to the Water System and to Publish a Notice of Intent to Issue Revenue Bonds, and adopt the Resolution to Purchase, Acquire and Construct Improvements to the Sewage Disposal System and to Publish a Notice of Intent to Issue Revenue Bonds.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 - Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.
 - GOAL 3 – Improve City infrastructure and service reliability.
 - Objective 1 – Complete 3rd transmission main

DISCUSSION:

After discussions with the City's rate consultant, it was determined that revenue bonds should be issued for upcoming projects at the City's Drinking Water and Wastewater Treatment Plants, as further described below.

Drinking Water Plant Improvements

At the August 18, 2025 City Council meeting, contracts were awarded to construct and provide construction administration oversight for the surge suppression system at the Drinking Water Plant (DWP). Specifically, this included:

- Construction contract award to Owen-Ames-Kimball Company (OAK), in the amount of \$14,047,236.00
- A contingency of \$1,500,000.00.
- A contract amendment with Prein&Newhof to provide construction administration and oversight with a not to exceed amount of \$900,000.00.

The total amount of this work is approximately \$16.5M, of which Ottawa County is responsible for and will separately bond for 43%, or approximately \$7.1M. The City is responsible for 57%, or approximately \$9.4M, which will then be proportionally applied to other wholesale customers based on existing contracts and ratemaking.

At the August 18, 2025 meeting, it was noted that the City was preparing bond documents and that these would be presented to the City Council at a later date. Staff have worked with the City's

financial advisor (MFCI) and bond counsel (Dickenson Wright PLLC) to preliminarily size the bonds and prepare the necessary documents. The attached Notice of Intent (NOI) has been prepared, with a stated amount not to exceed \$11.5M. In addition to the costs identified above, this amount includes bond reserve and issuance costs. The City will issue bonds only in the amount needed, which will be determined throughout this NOI period and in coordination with the City's financial advisor and bond counsel, and will not exceed \$11.5M.

Wastewater Plant Improvements

At the July 15, 2024 City Council meeting, a contract with Donohue & Associates (Donohue) was approved to design improvements to the WWTP headworks process, which includes equipment that is now over 25 years old. The headworks process is the first part of wastewater treatment and involves screening and grit removal, which removes unwanted solids and protects pumps and systems further downstream.

Since July of last year, Donohue has worked with City staff to design and specify headworks improvements. At this time, Donohue has completed project specifications to 60% design, with a cost assumption of \$6M. Within the next several weeks, final project design will be completed, and a more accurate cost assumption will be available. Unlike the DWP improvements, the City will bond for 100% of the project but still proportionally apply the bond payment costs to other wholesale customers based on existing contracts and ratemaking.

Similar to the DWP improvements, staff worked with the City's financial advisor and bond counsel to preliminarily size the bonds and prepare the necessary documents. The attached Notice of Intent (NOI) has been prepared, with a stated amount not to exceed \$9M. In addition to construction costs, this amount includes bond reserve and issuance costs. The City will issue bonds only in the amount needed, which will be determined throughout this NOI period and in coordination with the City's financial advisor and bond counsel, and will not exceed \$9M.

Overall Recommendation

The City Council must adopt the attached water and sewer Notices of Intent as part of the formal revenue bond issuance process. Adoption of these resolutions at this time starts a 45-day period after publication of the notice of intent referred to in the resolution during which a petition for a referendum on the issuance of the bonds could be filed. That period must expire before bonds could be issued. Final bond issuance amounts for both projects will be determined throughout this NOI period and will be subject to final approval by City Council.

Attachments:

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

Resolution to Purchase, Acquire and Construct Improvements to the Sewage Disposal System and to Publish a Notice of Intent to Issue Revenue Bonds.

CITY OF WYOMING
Kent County, Michigan

RESOLUTION NO. _____

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

Minutes of a regular meeting of the City Council of the City of Wyoming, Kent County, Michigan, held in the City on _____, 2025, at 7:00 p.m., local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____:

WHEREAS, the City Council deems it to be in the best interests of the City of Wyoming (the "City") to design, purchase, acquire, construct and install certain improvements to the City's Sewage Disposal System, including without limitation, the design, acquisition, construction and installation of headworks improvements, including without limitation, replacement of bar screens and installation of new bar screens, acquisition and installation of new screening conveyance systems, new grit conveyance systems, a compactor/washer system, and associated ancillary controls; improvement and rehabilitation of the primary settling tanks, which includes replacement of primary tank scraping and sludge collection infrastructure, motors, weirs, and tank wall repair; the restoration of other property affected by the improvements and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements; and such other Sewage Disposal System improvements as the City shall determine to make (the "Improvements"), and to finance the Improvements by the issuance of bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"); and

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

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

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

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council determines to design, purchase, acquire, and construct the Improvements and to pay the cost through the issuance of one or more series of revenue bonds pursuant to Act 94 for the Improvements in an amount not to exceed \$9,000,000 (the “Bonds”).

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

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

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

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

6. The firm of Dickinson Wright PLLC is retained as bond counsel to the City to prepare the documents for the issuance of the Bonds for financing acquisition of the Improvements and the officers of the City are authorized to enter into an engagement letter with bond counsel.

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

YEAS: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Kelli A. Vandenberg, Clerk

CERTIFICATION

I certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Wyoming, Kent County, Michigan, at a regular meeting held on _____, 2025, and that public notice of that meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

Dated: _____, 2025

Kelli A. VandenBerg, Clerk

EXHIBIT A

[NOTE TO PUBLISHER – PLEASE PUBLISH AT 1/4 PAGE SIZE]

NOTICE OF INTENT TO ISSUE
SEWAGE DISPOSAL SYSTEM REVENUE BONDS
TO THE ELECTORS OF THE CITY OF WYOMING

PLEASE TAKE NOTICE that the City of Wyoming (the “City”) intends to issue bonds, in one or more series, in an amount of not to exceed \$9,000,000 (the “Bonds”).

The Bonds shall be issued to pay the cost to design, purchase, acquire and construct improvements to the City’s Sewage Disposal System, including without limitation, the design, acquisition, construction and installation of headworks improvements, including without limitation, replacement of bar screens and installation of new bar screens, acquisition and installation of new screening conveyance systems, new grit conveyance systems, a compactor/washer system, and associated ancillary controls; improvement and rehabilitation of the primary settling tank, which includes replacement of primary tank scraping and sludge collection infrastructure, motors, weirs, and tank wall repair; the restoration of other property affected by the improvements and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements; and such other Sewage Disposal System improvements as the City shall determine to make and to pay the costs of issuing the Bonds, finance reserves and capitalized interest, if any.

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

SOURCE OF PAYMENT

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

RIGHT OF REFERENDUM

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

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

Kelli A. VandenBerg, City Clerk
City of Wyoming, Michigan

STAFF REPORT

Date: August 25, 2025
Subject: Notice of Intent to Issue Revenue Bonds for Water and Wastewater System Improvements
From: Aaron Vis, Director of Public Works
Jodi Yenchar, Finance Director
Meeting Date: September 2, 2025

RECOMMENDATION:

It is recommended that the City Council adopt the Resolution to Purchase, Acquire and Construct Improvements to the Water System and to Publish a Notice of Intent to Issue Revenue Bonds, and adopt the Resolution to Purchase, Acquire and Construct Improvements to the Sewage Disposal System and to Publish a Notice of Intent to Issue Revenue Bonds.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 - Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.
 - GOAL 3 – Improve City infrastructure and service reliability.
 - Objective 1 – Complete 3rd transmission main

DISCUSSION:

After discussions with the City's rate consultant, it was determined that revenue bonds should be issued for upcoming projects at the City's Drinking Water and Wastewater Treatment Plants, as further described below.

Drinking Water Plant Improvements

At the August 18, 2025 City Council meeting, contracts were awarded to construct and provide construction administration oversight for the surge suppression system at the Drinking Water Plant (DWP). Specifically, this included:

- Construction contract award to Owen-Ames-Kimball Company (OAK), in the amount of \$14,047,236.00
- A contingency of \$1,500,000.00.
- A contract amendment with Prein&Newhof to provide construction administration and oversight with a not to exceed amount of \$900,000.00.

The total amount of this work is approximately \$16.5M, of which Ottawa County is responsible for and will separately bond for 43%, or approximately \$7.1M. The City is responsible for 57%, or approximately \$9.4M, which will then be proportionally applied to other wholesale customers based on existing contracts and ratemaking.

At the August 18, 2025 meeting, it was noted that the City was preparing bond documents and that these would be presented to the City Council at a later date. Staff have worked with the City's

financial advisor (MFCI) and bond counsel (Dickenson Wright PLLC) to preliminarily size the bonds and prepare the necessary documents. The attached Notice of Intent (NOI) has been prepared, with a stated amount not to exceed \$11.5M. In addition to the costs identified above, this amount includes bond reserve and issuance costs. The City will issue bonds only in the amount needed, which will be determined throughout this NOI period and in coordination with the City's financial advisor and bond counsel, and will not exceed \$11.5M.

Wastewater Plant Improvements

At the July 15, 2024 City Council meeting, a contract with Donohue & Associates (Donohue) was approved to design improvements to the WWTP headworks process, which includes equipment that is now over 25 years old. The headworks process is the first part of wastewater treatment and involves screening and grit removal, which removes unwanted solids and protects pumps and systems further downstream.

Since July of last year, Donohue has worked with City staff to design and specify headworks improvements. At this time, Donohue has completed project specifications to 60% design, with a cost assumption of \$6M. Within the next several weeks, final project design will be completed, and a more accurate cost assumption will be available. Unlike the DWP improvements, the City will bond for 100% of the project but still proportionally apply the bond payment costs to other wholesale customers based on existing contracts and ratemaking.

Similar to the DWP improvements, staff worked with the City's financial advisor and bond counsel to preliminarily size the bonds and prepare the necessary documents. The attached Notice of Intent (NOI) has been prepared, with a stated amount not to exceed \$9M. In addition to construction costs, this amount includes bond reserve and issuance costs. The City will issue bonds only in the amount needed, which will be determined throughout this NOI period and in coordination with the City's financial advisor and bond counsel, and will not exceed \$9M.

Overall Recommendation

The City Council must adopt the attached water and sewer Notices of Intent as part of the formal revenue bond issuance process. Adoption of these resolutions at this time starts a 45-day period after publication of the notice of intent referred to in the resolution during which a petition for a referendum on the issuance of the bonds could be filed. That period must expire before bonds could be issued. Final bond issuance amounts for both projects will be determined throughout this NOI period and will be subject to final approval by City Council.

Attachments:

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

Resolution to Purchase, Acquire and Construct Improvements to the Sewage Disposal System and to Publish a Notice of Intent to Issue Revenue Bonds.

RESOLUTION NO. _____

RESOLUTION APPROVING GELOCK HEAVY MOVERS AND HEL INC. PLANS
FOR AND USE OF ITS PROPERTY ON SITE 36

WHEREAS:

1. Gelock Heavy Movers and HEL Inc. ("Gelock") has purchased and plans to develop the 14.18 acres on the southeast corner of Site 36 ("Gelock Property"). The development will be subject to the provisions in subsections A-F of Article IV of the Site 36 Development Contract dated December 7, 2021, by and among the City of Wyoming, the Wyoming Brownfield Redevelopment Authority ("WBRA"), and the Grantor, *i.e.*, Franklin Site 36, LLC (the "2021 Development Contract").
2. Gelock received Planning Commission site plan approval at the August 19, 2025 Planning Commission meeting.
3. The referenced site use and development requirements in the 2021 Development Contract were intended to ensure Site 36 is used in a manner compatible with other uses in its vicinity while providing jobs that compensated employees at levels sufficient to support families and with a development plan that enhances the community.
4. Gelock's planned use of and site plan for the Gelock Property meets those goals with acceptable building facades and finishes, a well landscaped front yard adjacent to Buchanan Avenue, and other development characteristics enhancing its aesthetic qualities and avoiding or minimizing adverse impacts from its operations.
5. Gelock seeks assurances from the city and the WBRA that its use and development of the Benteler Property comply with the 2021 Development Contract and/or that the city and WBRA waive any 2021 Development Contract requirements that Gelock's planned use and development of the Gelock Property fails to meet.
6. Section 90-433B of the Zoning Ordinance, a part of the Code of Ordinances of the City of Wyoming, Michigan ("City Code") provides certain development standards applicable to Site 36 but allows the City Council to waive those standards when the development plan meets the objectives of those standards.
7. Gelock's development plan meets the requirements in that section that 75% of all walls facing a public street be comprised of certain materials because while they are not listed within the list provided in section 90-433B, the materials are high quality exterior materials. The new development is aesthetically consistent and compatible with adjacent and surrounding properties. Gelock's development will be constructed of pre-cast concrete panels, architectural concrete masonry units and insulated metal panels consistent with other developments on Site 36.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council declares that Gelock's planned use and development of the Gelock Property as approved by the Planning Commission at its meeting of August 19, 2025, meets the requirements of the 2021 Development Contract and, if anyone later claims that Gelock's uses of the Gelock Property and planned development of the property approved by the Planning Commission fail to comply with any requirement(s) of the 2021 Development Contract, the City waives those requirements for development of the Gelock Property in accordance with the uses and plans approved by the Planning Commission.
2. For the reasons stated in the recitals above, the requirements of City Code section 90-433B are waived for this project with the uses and development plans approved by the Planning Commission.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on September 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: August 27, 2025
Subject: Approval of Gelock Heavy Movers development plan
From: Nicole Hofert, Director of Community & Economic Development
CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager

Meeting Date: September 2, 2025

RECOMMENDATION:

Approve Resolution Approving Gelock Heavy Movers and HEL Inc Plans for and Use of Its Property on Site 36.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Community
 - GOAL 2 - Implement placemaking initiatives that enhance Wyoming's vibrancy and quality of life.
 - OBJECTIVE 2 - Complete the redevelopment of Site 36

DISCUSSION:

At its August 19, 2025, meeting Planning Commission unanimously approved the Gelock Heavy Movers and HEL Inc. (Gelock) site plan for 3901 Buchanan Avenue SW and recommend the same to City Council.

Under the zoning ordinance provision applicable to this site, City Council approval is required. In addition, under the 2021 Site 36 Development Contract between the city, the Wyoming Brownfield Redevelopment Authority (WBRA), and Franklin Site 36, LLC (the entity that purchased the 75-acre parcel lying south of 36th Street from the WBRA), there are stated development requirements and Gelock seeks assurances from the city and WBRA that its development meets those requirements.

The proposed resolution provides site plan approval and assurances conditions are met.

The WBRA board will also be considering a resolution regarding compliance with the 2021 Site 36 Development Agreement. Gelock is also working on a Brownfield work plan which will require WBRA board approval.

Project Details

The project is proposed to be a 76,000 square foot facility to serve as the headquarters and service location for Gelock Heavy Movers and HEL Inc. Together, these businesses provide heavy equipment moving, transportation, repair, and maintenance services. Gelock and HEL plan to relocate their operations from their existing locations in Grand Rapids to one singular facility in Wyoming. This proposal continues the businesses' presence in West Michigan dating back to the 1940s.

The proposed 76,000 square foot facility is divided between 6,400 square feet of office space and 69,500 square feet of heavy equipment repair space. The northern portion of the site allocates the building and maintenance areas, while the southern portion features equipment storage for the heavy equipment. The

applicant proposes access to the site through 40th Street SW to the south and a new public road, Holtwood Street, to the north in connection with Buchanan Avenue SW.

Gelock Heavy Movers and HEL Inc currently employes 60 people and plans to grow to approximately 65-70 employees at this location.

BUDGET IMPACT:

This resolution will not require use of any city funds.

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 2

DATE DISTRIBUTED: August 12, 2025

PLANNING COMMISSION DATE: August 19, 2025

ACTION REQUESTED: Request for Site Plan Approval

REQUESTED BY: Gelock Heavy Movers and HEL Inc.

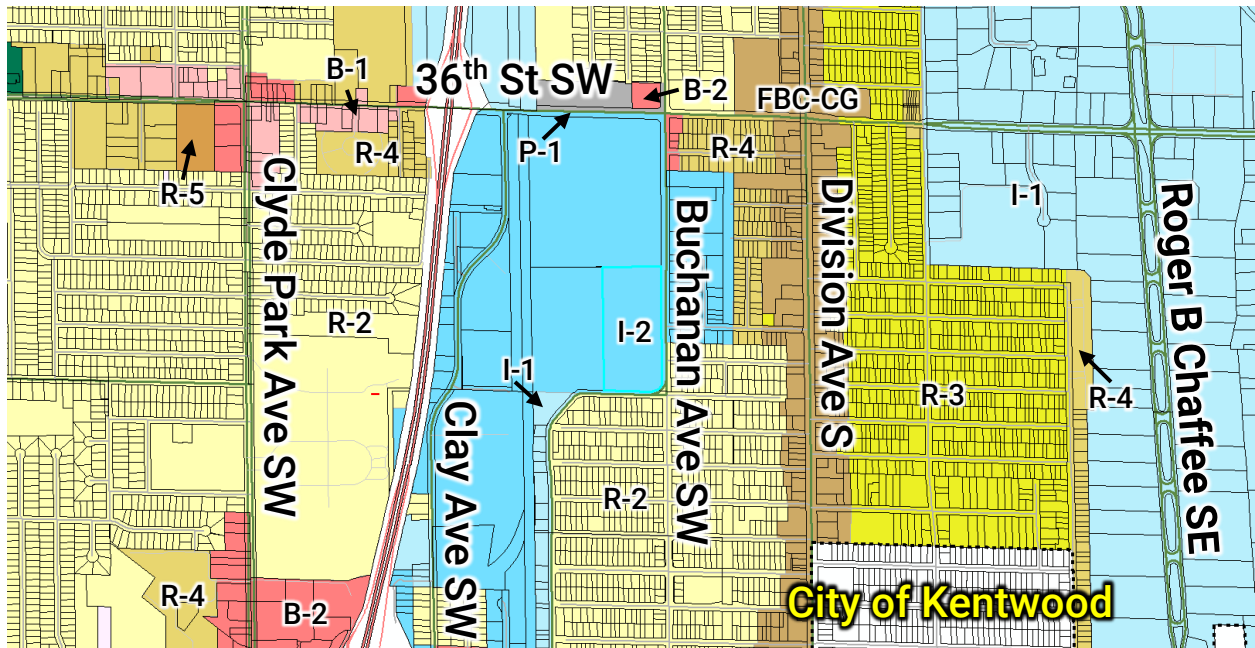
REPORT PREPARED BY: Nicole Hofert, Dir. of Community & Economic Development
Colton Hyble, Planner II

GENERAL LOCATION DESCRIPTION:

The property is 14.65 acres and is located on the south side of 36th Street SW, west of Buchanan Avenue and north of 40th Street SW. The address is 3901 Buchanan Street SW.

EXISTING ZONING CHARACTERISTICS:

This site is zoned I-2 and is a former auto plant property. Zoning surrounding the property follows:



North: I-2 General Industrial District, General Business District, P-1 Vehicular Parking District, R-2 Residential District

South: R-2 Residential District, I-1 Light Industrial District

East: I-2 General Industrial District, R-4 Residential District, FBC Form Based Code: Corridor General, R-3 Residential District, R-4 Residential District, I-1 Light Industrial District

West: I-2 General Industrial District, I-1 Light Industrial District, R-2 Residential District, B-1 Local Business District, B-2 General Business District, R-4 Residential District

EXISTING LAND USE:

The site is currently vacant. The surrounding land uses are as follows:



North: Planned Industrial, Commercial – Retail, Financial Institution, Marketplace, Residential – Single Family, Education

South: Residential – Single Family, Place of Worship, Industrial – Manufacturing, Automotive Repair

East: Industrial – Automotive Repair, Manufacturing, Contractor, Freight Services

West: Planned Industrial and Railroad

PROJECT INFORMATION:

The applicant proposes a 76,000 square foot facility to serve as the headquarters and service location for Gelock Heavy Movers and HEL Inc. Together, these businesses provide heavy equipment moving, transportation, repair, and maintenance services. Gelock and HEL plan to relocate their operations from their existing locations in Grand Rapids to one singular facility in Wyoming. This proposal continues the businesses’ presence in West Michigan dating back to the 1940s.

The proposed 76,000 square foot facility is divided between 6,400 square feet of office space and 69,500 square feet of heavy equipment repair space. The northern portion of the site allocates the building and maintenance areas, while the southern portion features equipment storage for the heavy equipment. The applicant proposes access to the site through 40th Street SW to the south and a new public road, Holtwood Street, to the north in connection with Buchanan Avenue SW.

Gelock Heavy Movers and HEL Inc currently employes 60 people and plans to grow to approximately 65-70 employees at this location.

STAFF COMMENTS:

Site 36 is a 75-acre former auto plant site. The plant opened in 1936 and GM closed operations in 2009. The city worked with RACER Trust to clean-up the property for redevelopment. The site has a restrictive covenant due to the former auto plant use.

- Environmental- As noted above, the site contains a restrictive covenant. The restrictive covenant restricts certain uses on the site and requires a Vapor Intrusion (VI) system. Gelock is working with EGLE on the approvals for the VI system and other required components..
- Section 90-433B Auto Plant Property Redevelopment – Section 90-433B provides specific requirements for the redevelopment of auto plant properties. A summary of the applicable standards is outlined below:
 - Section 90-433B(6) Architectural/design standards.
 - *The development, redevelopment or improvement of any building(s) located on an auto plant property shall use an architectural style that reflects a common theme or pattern that is aesthetically consistent and is compatible with surrounding properties.*
 - The new development is aesthetically consistent and compatible with adjacent and surrounding properties. This requirement is met.
 - *Buildings of up to 60 feet in height shall be permitted.*
 - The proposed building is 45.5’ tall and meets this requirement.
 - *All walls exposed to public view from a public street or adjacent residential area shall be constructed of not less than 75 percent brick, face brick, stone, cast stone, or other quality materials as determined by the planning commission from finished grade to roof level. High quality materials on other exposed exterior surfaces such as brick, stone, wood or stucco are encouraged.*
 - Section 90-433B(10)(c) permits for a waiver to be granted if “There are architectural features or design standards incorporated into a proposed development plan that differ from the requirements of this section but that generally achieve the objectives of this section.” The building is proposed to be built with a combination of pre-cast concrete panels, architectural concrete masonry units, and insulated metal panels. Pre-cast and architectural concrete is generally similar to cast stone and face brick and meets the requirements of this section. Architectural metal panels are proposed at various locations on the building and will enhance the building’s appearance. Staff is recommending the waiver be granted based on the variety of high- quality materials being used. These enhancements improve the overall aesthetic of the building and meet the objective of this section.

- Section 90-433B(7) Landscaping standards.
 - *A 25-foot-wide minimum greenbelt, landscaped with trees and plantings compatible with surrounding properties, shall be provided along public streets currently abutting or running through an auto plant property.*
 - This condition has been met.
 - *A 15-foot-wide minimum landscaped greenbelt shall be provided along all internal streets in accordance with Section 90-328 of this zoning code.*
 - Trees are not currently proposed. Space is limited and staff is supportive of waving this requirement.
- Section 90-433B(9) Additional requirements.
 - The applicant intends to store equipment in the southern parking lot, which is specifically allowed in the Auto Plan Property Development ordinance.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Site plan review in conformance with the following applicable standards as follows is required. Section 90-505 specifies the standards to apply to site plan review:

- (1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*

The site plan contains an appropriate amount of detail to sufficiently understand the proposed development. The site plan outlines where the proposed building footprint will occur as well as provides details on landscaping, parking, and site circulation.

- (2) *Buildings. Buildings and structures shall meet the minimum dimensional requirements of this article. Redevelopment of nonconforming structures shall bring the site into closer conformity to the extent deemed practical by the review authority. Expansions to nonconforming buildings shall be as provided for in section 90-903.*

The plan meets the minimum dimensional requirements. The development includes one approximately 76,000 square foot building.

- (3) *Privacy. The site design shall provide reasonable visual and sound privacy for dwelling units located adjacent to the site. Walls, berms, barriers and landscaping shall be used, as appropriate, for the protection and enhancement of property and the privacy of adjacent uses.*

The plan meets minimum requirements. A landscaping plan includes planting areas adjacent to Buchanan Avenue and Holtwood Street.

- (4) *Preservation of natural areas. The landscape shall be preserved in its natural state, insofar as practicable, by strategic building placement, minimizing tree and soil removal, alteration to the natural drainage courses, and the amount of cutting, filling and grading.*

Insofar as practical, natural features and the site topography shall be incorporated into the proposed site design.

The site is a former auto plant property. It is a brownfield and is currently covered in cracked concrete and other impervious surface. The redeveloped property will include new landscaping per code requirements.

- (5) *Drainage. Stormwater management system and facilities shall preserve natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible, and shall not substantially reduce or increase the natural retention or storage capacity of any wetland, water body, or watercourse, or cause alterations which could increase flooding or water pollution on or off the site.*

Stormwater detention measures are proposed on the northwest corner of the property.

- (6) *Soil erosion. Measures are included to prevent soil erosion and sedimentation.*

Appropriate measures are provided.

- (7) *Ingress and egress. Every structure and dwelling unit shall be provided with adequate means of ingress and egress via public streets and walkways. Access to the site shall be located and designed to ensure minimal impact on the safety and efficiency of traffic flow along all adjoining roadways. All access points shall comply with the access management requirements of section 90-603.*

Adequate ingress and egress are provided. The property has two access points: one entry off Holtwood that is shared with the other developments on the site and another entry off of 40th Street/Stafford Avenue.

- (8) *Emergency vehicle access. All buildings and site circulation shall be arranged to permit emergency vehicle access by practicable means to all buildings and areas of the site.*

Appropriate circulation and emergency vehicle access are provided.

- (9) *Vehicular circulation layout. The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian pathways in the area. Public streets adjacent or through the proposed development shall be required when it is essential to promoting and protecting public health, safety and general welfare and to provide continuity to the public road system.*

The circulation pattern is sufficient for access. A new public road has been constructed to provide access to Buchanan Avenue.

- (10) *Pedestrian circulation. The site plan shall provide a pedestrian circulation system which is insulated as completely as is reasonably possible from the vehicular circulation system.*

There is limited interior pedestrian circulation. The site has sidewalks on all frontages, including a 10' non-motorized path on the Buchanan frontage.

- (11) *Traffic impact. The expected volume of traffic to be generated by the proposed use shall not adversely affect existing roads and traffic patterns. Roadway access shall minimize excessive vehicle traffic on local residential streets to reduce the possibility of any adverse*

effects upon adjacent property. Projects expected to have 50 or more peak hour directional trips or 500 or more vehicle trips daily shall provide a traffic impact study, as outlined in subsection 90-504(3), above.

The proposed use is not expected to have an adverse effect upon existing roads and traffic patterns. The City’s Engineering Department reviewed the traffic inflow and outflow projected for this site and determined a TIA is not required for this project.

- (12) *Public services. The scale and design of the proposed development shall facilitate the adequate provision of services currently furnished by or that may be required of the city or other public agency including, but not limited to, fire and police protection, stormwater management, sanitary sewage removal and treatment, traffic control and administrative services.*

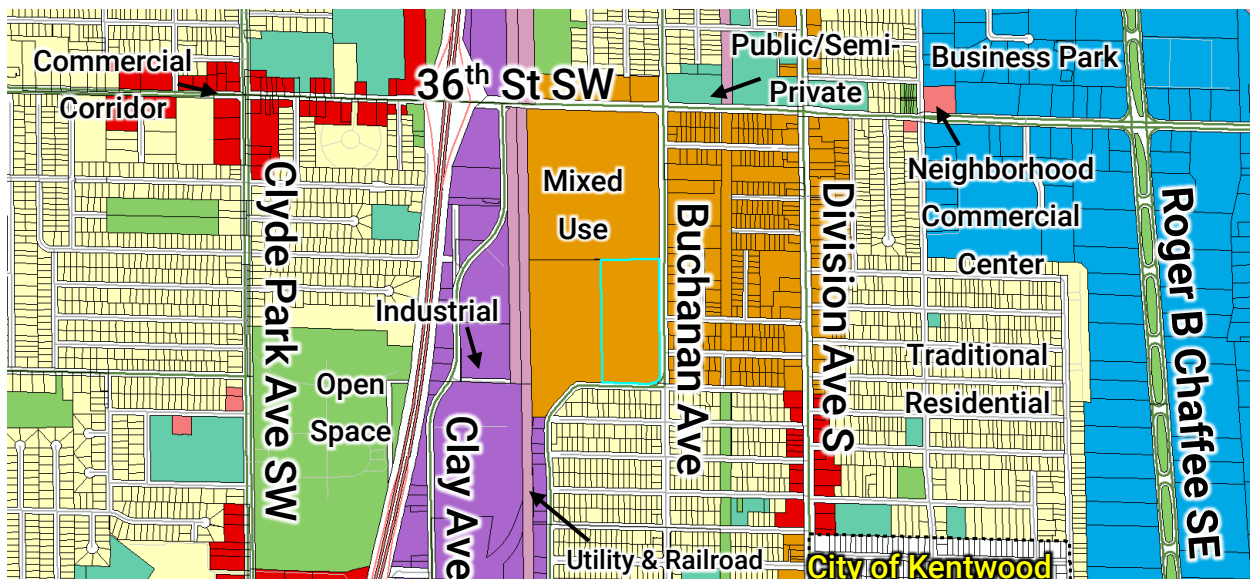
The proposed development can be served by public services and utilities

- (13) *Site redevelopment. Redevelopment of existing sites shall conform to the site improvement provisions of this article to the extent deemed practical by the reviewing authority. The extent of upgrade to site improvements shall be relative to and proportionate with the extent of redevelopment or expansion in accordance with the nonconforming site requirements of section 90-903.*

All site redevelopment standards will be met.

ALIGNMENT WITH MASTER PLAN:

The City’s Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use for the site is noted as Mixed Use. Site 36 is specifically called out in the Master Plan as an opportunity for a variety of employers to cluster on a single site. The proposed use, in combination with the other Site 36 users, aligns with that vision.



CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:

Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

The proposed industrial development will increase the economic strength of Wyoming's economy with new construction jobs for the development as well as new employment in the facility once constructed.

ADDITIONAL STAFF COMMENTS:

The project will be completed in multiple phases.

- Phase I will include work around the perimeter of the site to provide security fencing and establish front yards setback landscaping and improvements in fall of 2025/spring of 2026. It will also include construction of the detention pond and stormwater infrastructure to accommodate the existing concrete and paved areas to the south of the site.
- Phase II will include construction of the building and associated parking and is slated to begin in 2027.

RECOMMENDED CONDITIONS TO APPROVAL:

- 1.) The applicant shall work with the Wyoming Fire Department to address all comments noted in their review:
 - a) Fire hydrant shall be added inside fence area NE area of property near offices.
 - b) Knox Box, Knox Key switch required for both gated entry/exits
 - c) "No Parking, Fire Lane" signage as required/needed. Confer with Fire Marshal for location
 - d) Must follow all fire codes through building construction.
 - e) Maintain 26' fire access lanes on tall storage building. Min. 15' off building, no more than 30'. Annex D IFC for Fire Access.
- 2.) The applicant shall work with the Wyoming Engineering Office to address all comments noted in their review:
 - a) Verify location and condition of existing sanitary lateral prior to construction.
 - b) Provide a note specifying that the contractor must obtain a plumbing permit from the City of Wyoming before beginning utility work.
 - c) Provide a permanent ROW easement for Holtwood Drive on City standard forms.
 - d) Provide utility easement for public watermain and hydrants at west edge of property on City standard forms.
 - e) After construction is complete, Engineering requires an engineer's stormwater certificate and as-built plans with the following:
 - Lengths between fittings for fireline(s).
 - Location(s) of water service stopbox(es).
 - Distance(s) from sanitary lateral(s) to the nearest manhole(s) along the sanitary sewer and length(s) of the lateral(s).
 - Sanitary and storm sewer slopes, inverts, rim elevations, and pipe lengths.

- Elevation grade-shots, especially for any overland flood routes, tops of berms, and drainage swales.

PLANNING COMMISSION ACTION:

The Development Review Team recommends the Planning Commission grant site plan approval for the project at 3901 Buchanan Avenue SW, subject to conditions 1-2, and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:

Patrick Waterman, Deputy City Manager

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community Economic Development

Micele opened the public hearing at 7:07 p.m. There was no public comment and the hearing was closed.

A motion was made by Gilreath-Watts, supported by Lamer to approve the zoning code amendments and recommend the same to City Council.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request for site plan approval at 3901 Buchanan Ave SW (Section 24) (Gelock Heavy Movers)

Hofert explained that the site is zoned I-2 and is a former auto plant property and outlined the various uses of the surrounding land.

Hofert said that the applicant proposes a 76,000 square foot facility to serve as the headquarters and service location for Gelock Heavy Movers and HEL Inc. Together, these businesses provide heavy equipment moving, transportation, repair, and maintenance services. Gelock and HEL plan to relocate their operations from their existing locations in Grand Rapids to one singular facility in Wyoming. This proposal continues the businesses' presence in West Michigan dating back to the 1940s.

The proposed 76,000 square foot facility is divided between 6,400 square feet of office space and 69,500 square feet of heavy equipment repair space. The northern portion of the site allocates the building and maintenance areas, while the southern portion features equipment storage for the heavy equipment. The applicant proposes access to the site through 40th Street SW to the south and a new public road, Holtwood Street, to the north in connection with Buchanan Avenue SW.

Gelock Heavy Movers and HEL Inc currently employes 60 people and plans to grow to approximately 65-70 employees at this location.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-505 specifies the standards to apply to site plan review:

- (1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*

The site plan contains an appropriate amount of detail to sufficiently understand the proposed development. The site plan outlines where the proposed building footprint will occur as well as provides details on landscaping, parking, and site circulation.

- (2) *Buildings. Buildings and structures shall meet the minimum dimensional requirements of this article. Redevelopment of nonconforming structures shall bring the site into closer conformity to the extent deemed practical by the review authority. Expansions to nonconforming buildings shall be as provided for in section 90-903.*

The plan meets the minimum dimensional requirements. The development includes one approximately 76,000 square foot building.

- (3) *Privacy. The site design shall provide reasonable visual and sound privacy for dwelling units located adjacent to the site. Walls, berms, barriers and landscaping shall be used, as appropriate, for the protection and enhancement of property and the privacy of adjacent uses.*

The plan meets minimum requirements. A landscaping plan includes planting areas adjacent to Buchanan Avenue and Holtwood Street.

- (4) *Preservation of natural areas. The landscape shall be preserved in its natural state, insofar as practicable, by strategic building placement, minimizing tree and soil removal, alteration to the natural drainage courses, and the amount of cutting, filling and grading. Insofar as practical, natural features and the site topography shall be incorporated into the proposed site design.*

The site is a former auto plan property. It is a brownfield and is currently covered in cracked concrete and other impervious surface. The redeveloped property will include new landscaping per code requirements.

- (5) *Drainage. Stormwater management system and facilities shall preserve natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible, and shall not substantially reduce or increase the natural retention or storage capacity of any wetland, water body, or watercourse, or cause alterations which could increase flooding or water pollution on or off the site.*

Stormwater detention measures are proposed on the northwest corner of the property.

- (6) *Soil erosion. Measures are included to prevent soil erosion and sedimentation.*

Appropriate measures are provided.

- (7) *Ingress and egress. Every structure and dwelling unit shall be provided with adequate means of ingress and egress via public streets and walkways. Access to the site shall be located and designed to ensure minimal impact on the safety and efficiency of traffic flow along all adjoining roadways. All access points shall comply with the access management requirements of section 90-603.*

Adequate ingress and egress are provided. The property has two access points: one entry off Holtwood that is shared with the other developments on the site and another entry off of 40th Street/Stafford Avenue.

- (8) *Emergency vehicle access. All buildings and site circulation shall be arranged to permit emergency vehicle access by practicable means to all buildings and areas of the site.*

Appropriate circulation and emergency vehicle access are provided.

- (9) *Vehicular circulation layout. The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian pathways in the area. Public streets adjacent or through the proposed development shall be required when it is essential to promoting and protecting public health, safety and general welfare and to provide continuity to the public road system.*

The circulation pattern is sufficient for access. A new public road has been constructed to provide access to Buchanan Avenue.

- (10) *Pedestrian circulation. The site plan shall provide a pedestrian circulation system which is insulated as completely as is reasonably possible from the vehicular circulation system.*

There is limited interior pedestrian circulation. The site has sidewalks on all frontages, including a 10' non-motorized path on the Buchanan frontage.

- (11) *Traffic impact. The expected volume of traffic to be generated by the proposed use shall not adversely affect existing roads and traffic patterns. Roadway access shall minimize excessive vehicle traffic on local residential streets to reduce the possibility of any adverse effects upon adjacent property. Projects expected to have 50 or more peak hour directional trips or 500 or more vehicle trips daily shall provide a traffic impact study, as outlined in subsection 90-504(3), above.*

The proposed use is not expected to have an adverse effect upon existing roads and traffic patterns. The City's Engineering Department reviewed the traffic inflow and outflow projected for this site and determined a TIA is not required for this project.

- (12) *Public services. The scale and design of the proposed development shall facilitate the adequate provision of services currently furnished by or that may be required of the city or other public agency including, but not limited to, fire and police protection, stormwater management, sanitary sewage removal and treatment, traffic control and administrative services.*

The proposed development can be served by public services and utilities.

- (13) *Site redevelopment. Redevelopment of existing sites shall conform to the site improvement provisions of this article to the extent deemed practical by the reviewing authority. The extent of upgrade to site improvements shall be relative to and proportionate with the extent of redevelopment or expansion in accordance with the nonconforming site requirements of section 90-903.*

All site redevelopment standards will be met.

ALIGNMENT WITH MASTER PLAN:

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use for the site is noted as Mixed Use. Site 36 is specifically called out in the Master Plan as an opportunity for a variety of employers to cluster on a single site. The proposed use, in combination with the other Site 36 users, aligns with that vision.

ADDITIONAL STAFF COMMENTS:

The project will be completed in multiple phases.

- Phase I will include work around the perimeter of the site to provide security fencing and establish front yards setback landscaping and improvements in fall of 2025/spring of 2026. It will also include construction of the detention pond and stormwater infrastructure to accommodate the existing concrete and paved areas to the south of the site.
- Phase II will include construction of the building and associated parking and is slated to begin in 2027.

Hofert said that the Development Review Team recommends the Planning Commission grant site plan approval for the project at 3901 Buchanan Avenue SW, subject to conditions 1-2 below:

- 1.) The applicant shall work with the Wyoming Fire Department to address all comments noted in their review:
 - a) Fire hydrant shall be added inside fence area NE area of property near offices.
 - b) Knox Box, Knox Key switch required for both gated entry/exits
 - c) "No Parking, Fire Lane" signage as required/needed. Confer with Fire Marshal for location
 - d) Must follow all fire codes through building construction.
 - e) Maintain 26' fire access lanes on tall storage building. Min. 15' off building, no more than 30'. Annex D IFC for Fire Access.
- 2.) The applicant shall work with the Wyoming Engineering Office to address all comments noted in their review:
 - a) Verify location and condition of existing sanitary lateral prior to construction.
 - b) Provide a note specifying that the contractor must obtain a plumbing permit from the City of Wyoming before beginning utility work.
 - c) Provide a permanent ROW easement for Holtwood Drive on City standard forms.
 - d) Provide utility easement for public watermain and hydrants at west edge of property on City standard forms.
 - e) After construction is complete, Engineering requires an engineer's stormwater certificate and as-built plans with the following:
 - Lengths between fittings for fireline(s).
 - Location(s) of water service stopbox(es).
 - Distance(s) from sanitary lateral(s) to the nearest manhole(s) along the sanitary sewer and length(s) of the lateral(s).
 - Sanitary and storm sewer slopes, inverts, rim elevations, and pipe lengths.

- Elevation grade-shots, especially for any overland flood routes, tops of berms, and drainage swales.

Rob Berends, on behalf of the developer, introduced Mark Scobell, Rich VanDam and Matt VanDam and made themselves available for any questions.

A motion was made by LaPlaca, supported by Zapata to grant site plan approval at 3901 Buchanan Ave SW, subject to conditions 1 and 2.

Randall asked about the maintenance of the property because fencing and landscaping would be in fall of 2025 and spring of 2026, but the construction will not start until 2027.

Berends responded that they want to start the work as soon as possible because they have a lot to do, but the owners don't have to be out of their current building until 2027 which is why the building on this site is delayed till 2027.

Randall followed up by asking if that meant once they start working, they will keep working slowly but consistently and there would be someone on-site to keep the lot maintained.

Berends confirmed and said they want to get the landscaping done soon as well.

Randall said that the developer should make sure to maintain the landscaping even through the construction going on in the background.

A vote on the motion passed unanimously.

Rich VanDam, owner/developer, continued talking to commissioners and expressed their excitement to be back in Wyoming for this business opportunity. VanDam also thanked staff for their work.

OLD BUSINESS

NEW BUSINESS

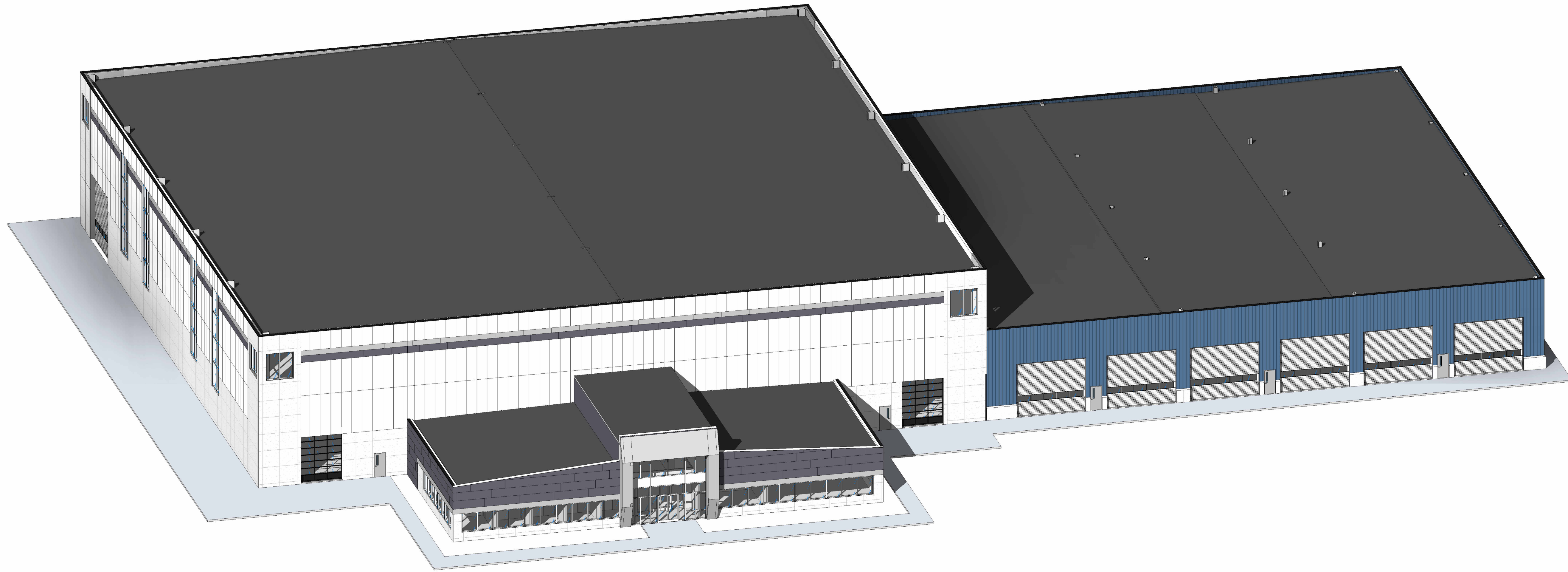
INFORMATIONAL

Learning & Growth

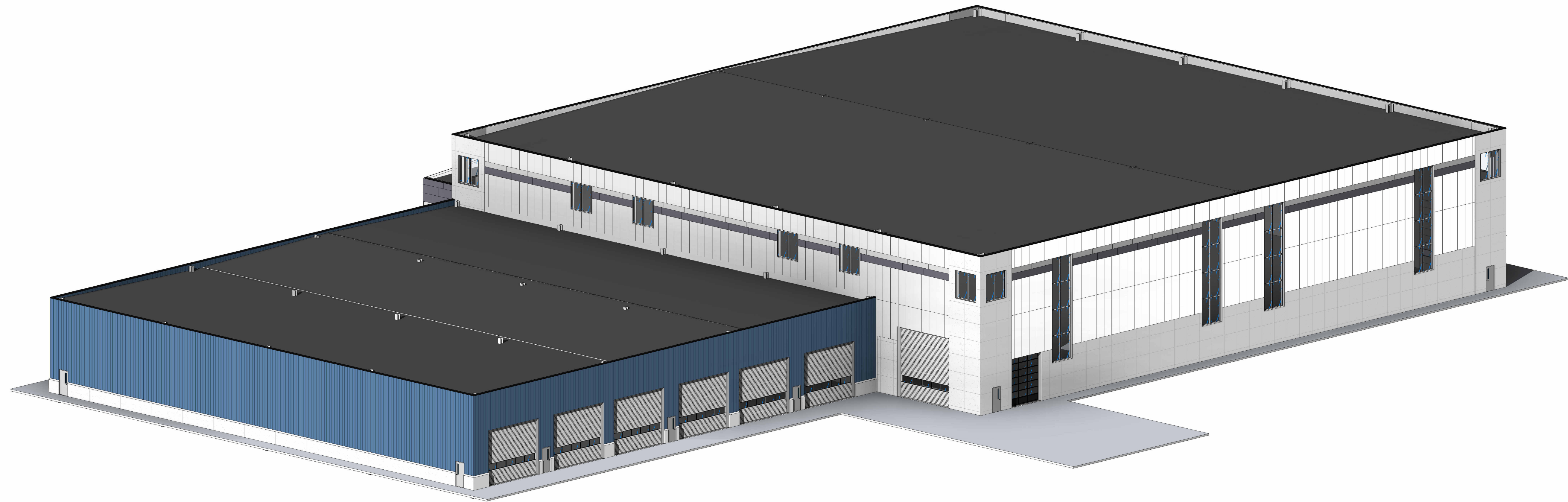
Patrick Waterman gave a short presentation on the city's Strategic Plan.

PUBLIC COMMENT

Micele opened the public comment on non-agenda items at 7:51PM.



1 NORTH WEST ISOMETRIC
AO-1



2 SOUTH WEST ISOMETRIC
AO-1

C:\Users\Jeremy\OneDrive - Dan Vos Construction Company\Documents\Gelock & HEL - New Wyoming Shop_Jeremy@danvoscc.com.rvt

NEW FACILITY FOR:
GELOCK HEAVEY MOVERS
300 36TH STREET SW, WYOMING

ISSUED FOR:
07/17/2025 SITE PLAN REVIEW FOR
07-15-25 DRAFT FOR REVIEW

DRAWN: JR

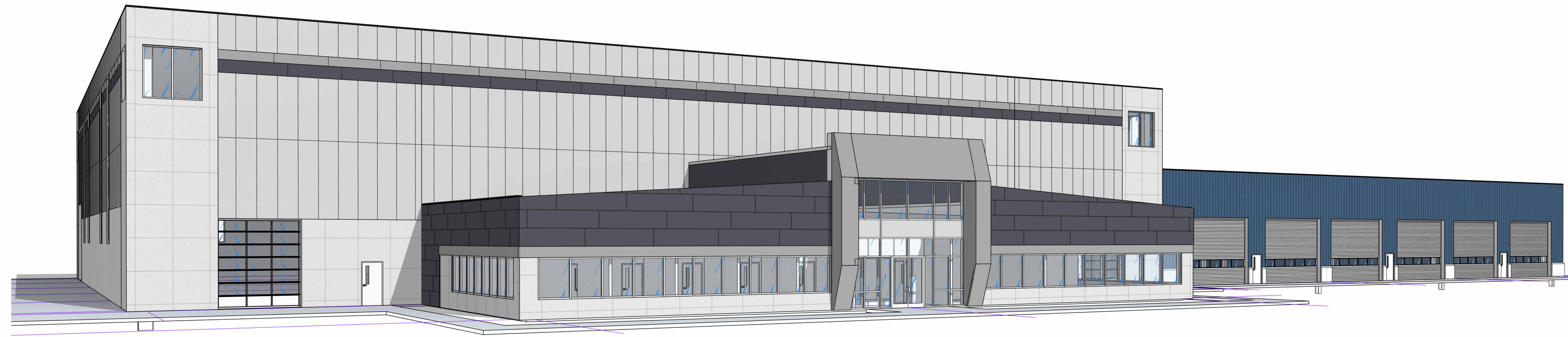
PROJECT #: 30-044408

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DRAWING NO:

AO-1

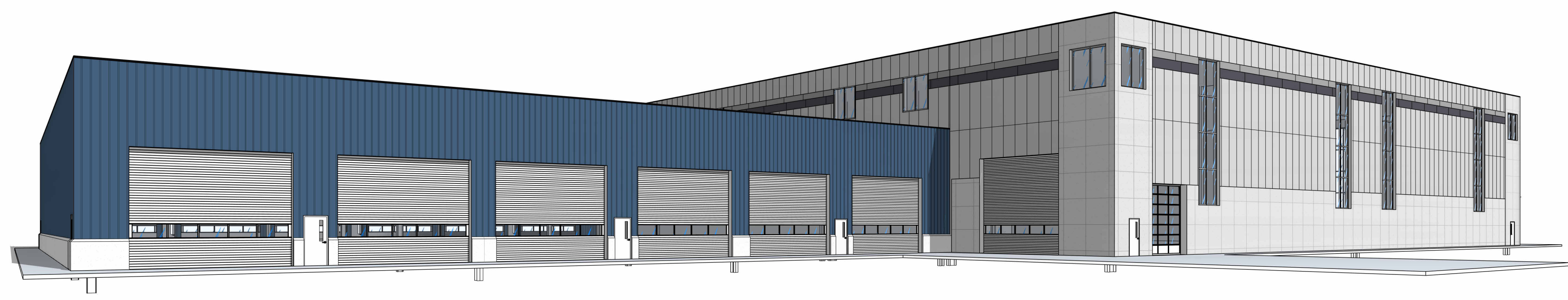
PRELIMINARY
NOT FOR CONSTRUCTION



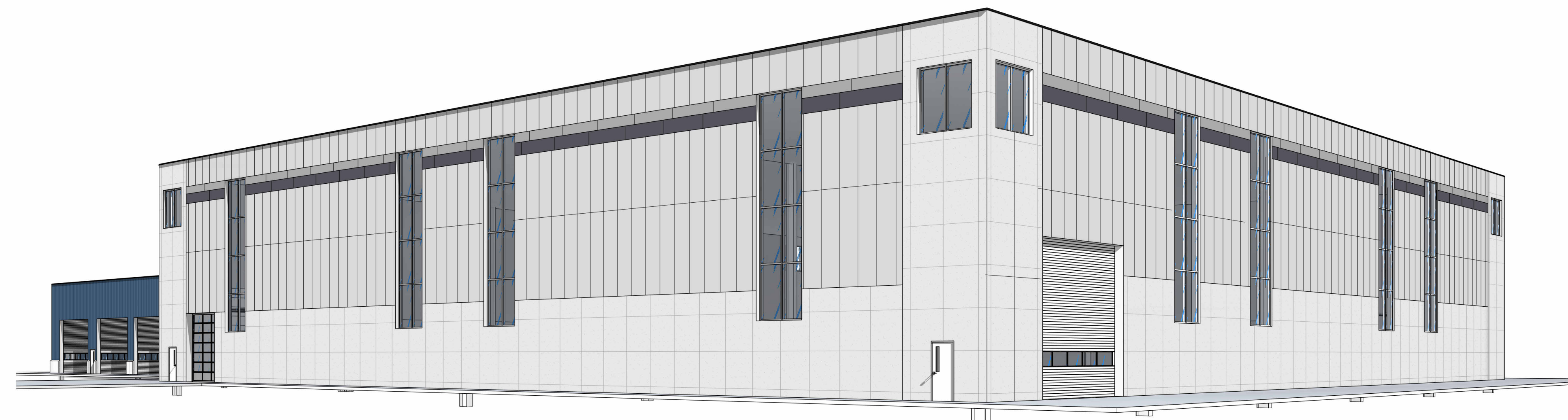
1 NORTH EAST VIEW
A0-2



2 NORTH WEST VIEW
A0-2



3 SOUTH WEST VIEW
A0-2



4 SOUTH EAST VIEW
A0-2

NEW FACILITY FOR:
GELCOCK HEAVEY MOVERS
300 36TH STREET SW, WYOMING

ISSUED FOR:
07/17/2025: SITE PLAN REVIEW FOR
07-15-25 DRAFT FOR REVIEW

DRAWN: JR

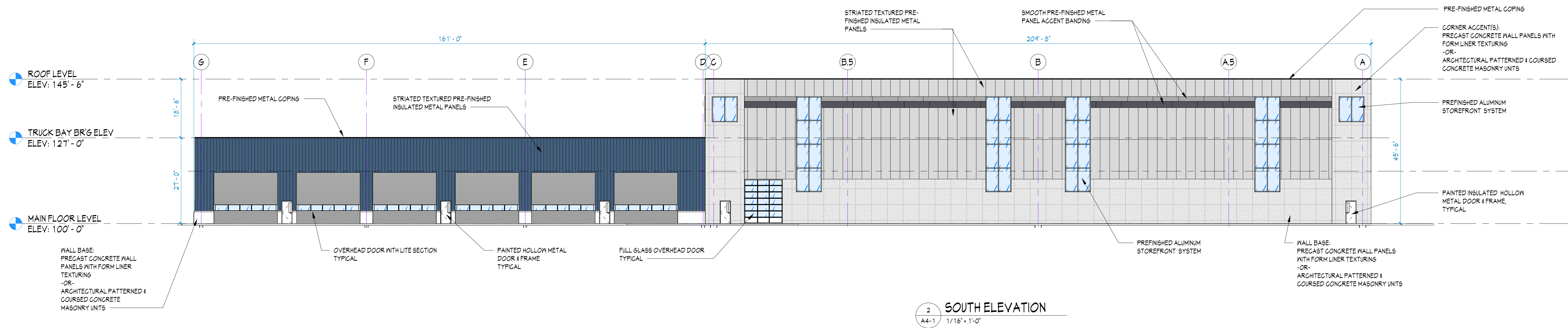
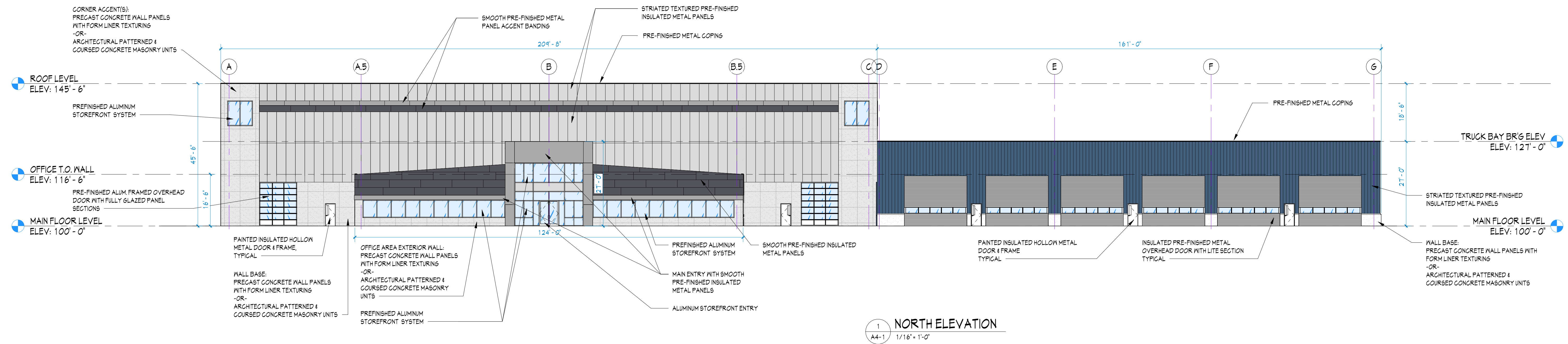
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DRAWING NO:

PRELIMINARY
NOT FOR CONSTRUCTION

A0-2



NEW FACILITY FOR:
GELCOCK HEAVEY MOVERS
300 30TH STREET SW, WYOMING

ISSUED FOR:
07/17/2025: SITE PLAN REVIEW FOR
07-15-25 DRAFT FOR REVIEW

DRAWN: JR

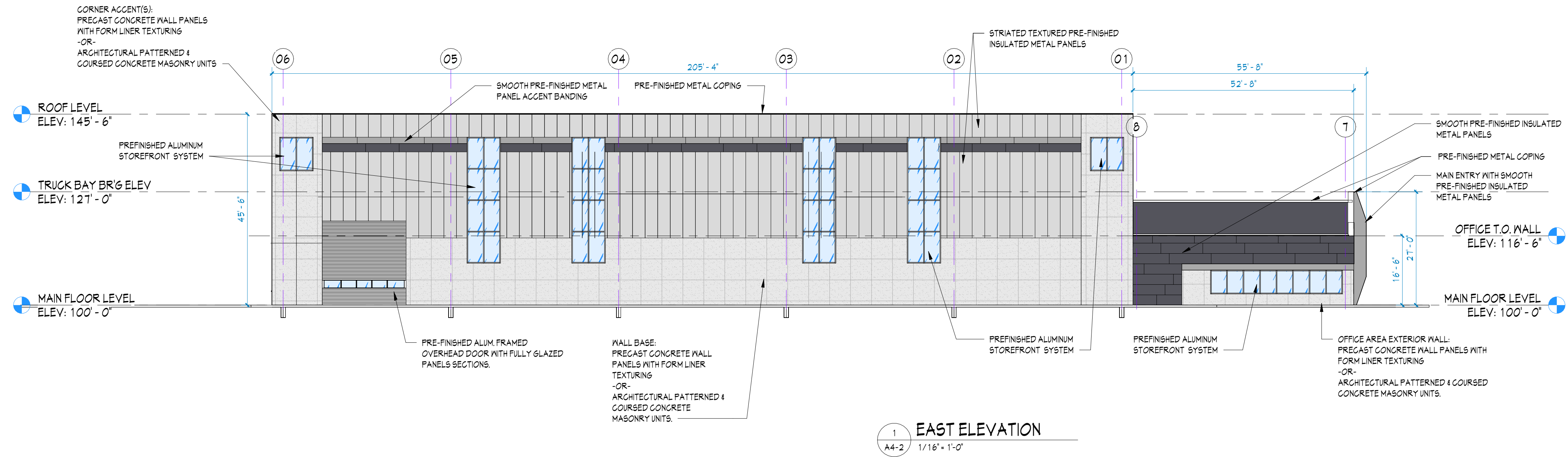
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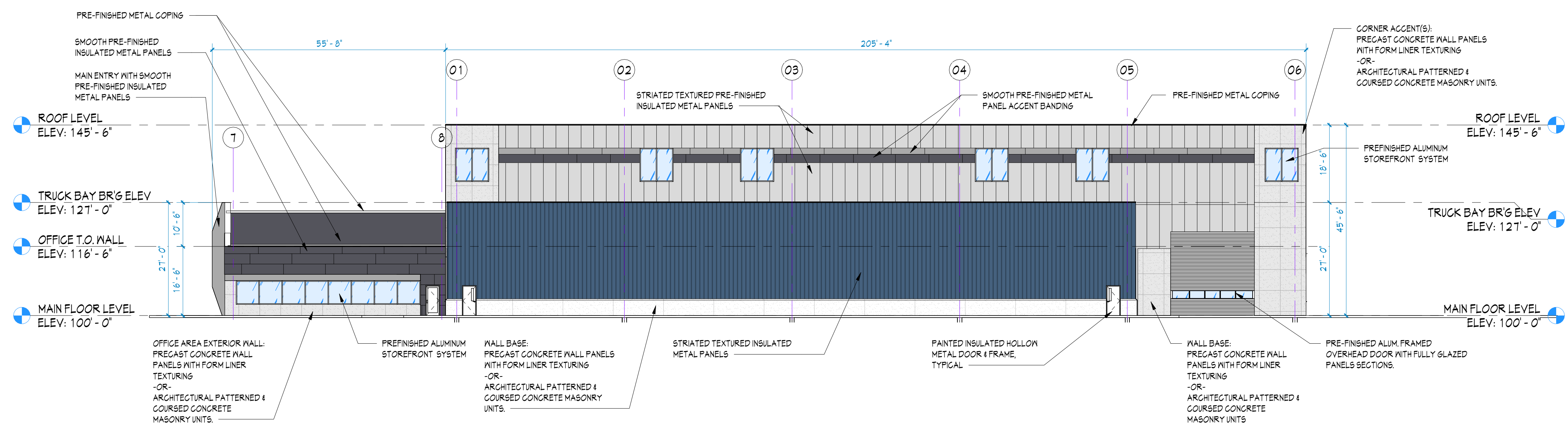
DRAWING NO:

PRELIMINARY
NOT FOR CONSTRUCTION

A4-1



1 EAST ELEVATION
A4-2 1/16" = 1'-0"



2 WEST ELEVATION
A4-2 1/16" = 1'-0"

NEW FACILITY FOR:
GELCOCK HEAVEY MOVERS
300 30TH STREET SW, WYOMING

ISSUED FOR:
07/17/2025: SITE PLAN REVIEW FOR
07-15-25 DRAFT FOR REVIEW

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DRAWING NO:

A4-2

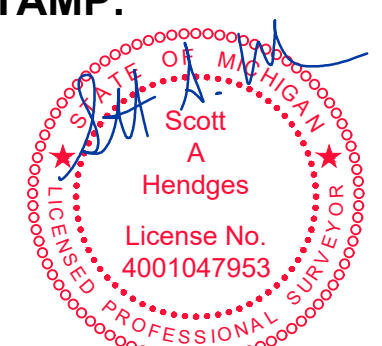
PRELIMINARY
NOT FOR CONSTRUCTION

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 Phone: 616.975.9190
ANN ARBOR
 3037 Miller Rd.
 Ann Arbor, MI 48103
 Phone: 734.929.6963
HOLLAND
 730 Chicago Dr.
 Holland, MI 49423
 Phone: 616.393.0449

PREPARED FOR:
 GeLock Heavy Movers
 Richard Van Dam
 450 Market Ave SW
 Grand Rapids, MI 49503

REVISIONS:
 Title: Site Plan Submittal
 Drawn: Brad M. Checked: Rob B. Date: 07.16.2025

GELOCK HEAVY MOVERS
 Existing Site Conditions / Demolition Plan
 3901 Buchanan Ave SW
 PART OF THE NORTHEAST 1/4 OF SECTION 24, T6N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:


PROJECT NO:
 24400600
SHEET NO:
C-201



LEGEND

	Catch Basin - Round		Iron-Found		Fence
	Catch Basin - Square		Light Pole		Guard Rail Line
	Control Point/Benchmark		Manhole		Overhead Utility
	Cable Riser		Post		Railroad Line
	Culvert		Utility Pole		Sanitary
	Electric Riser		Sign		Storm Line
	Gas Riser		Underground Fiber Marker		Watermain
	Guy Anchor		Underground Gas Marker		Asphalt
	Handhole		Water Valve		Existing Building
	Hydrant				Concrete

TITLE INFORMATION

The Title Description and Schedule B items herein are from Sun Title Agency of Michigan, LLC Commitment No. 229734, Revision No. 5, dated September 9, 2024.

TITLE DESCRIPTION

Land situated in the City of Wyoming, Kent County, Michigan:
 Part of the Northeast 1/4 of Section 24, Town 6 North, Range 12 West, described as commencing at the North 1/4 corner of said Section; thence South 00 degrees 46 minutes 25 seconds East 1476.74 feet along the North-South 1/4 line of said Section; thence North 89 degrees 50 minutes 06 seconds East 716.41 feet to the point of beginning; thence continuing North 89 degrees 50 minutes 06 seconds East 553.04 feet; thence South 00 degrees 09 minutes 54 seconds East 484.31 feet along the Westerly right of way line of Buchanan Avenue; thence South 00 degrees 25 minutes 57 seconds East 394.25 feet along said Westerly line; thence South 00 degrees 40 minutes 23 seconds East 230.34 feet along said Westerly line; thence Southwesterly 125.80 feet along a 101.80 foot radius curve to the right, said curve having a central angle of 70 degrees 48 minutes 21 seconds and a chord bearing South 56 degrees 06 minutes 01 second West 117.95 feet; thence North 88 degrees 29 minutes 53 seconds West 445.63 feet along the Northerly right of way line of 40th Street; thence North 00 degrees 49 minutes 32 seconds West 1161.50 feet to the place of beginning.
 Together with an easement for ingress, egress, and public utility easement described as:
 Part of the Northeast 1/4 of Section 24, Town 6 North, Range 12 West, described as: Commencing at the North 1/4 corner of said Section; thence South 00 degrees 46 minutes 25 seconds East 1476.74 feet along the North-South 1/4 line of said Section; thence North 89 degrees 50 minutes 06 seconds East 1269.44 feet to the Point of Beginning of ingress, egress and public utility easement; thence North 00 degrees 09 minutes 54 seconds West 57.12 feet along the Westerly right-of-way line of Buchanan Avenue; thence South 89 degrees 50 minutes 06 seconds West 4.27 feet; thence South 45 degrees 24 minutes 25 seconds West 34.45 feet; thence South 89 degrees 50 minutes 06 seconds West 430.70 feet; thence Northwesterly 42.23 feet along a 50.00 foot radius curve to the right, said curve having a central angle of 48 degrees 23 minutes 40 seconds, and a chord bearing North 65 degrees 58 minutes 04 seconds West 40.99 feet; thence Northwesterly, Southeasterly and Northeasterly 362.32 feet along a 75.00 foot radius curve to the left, said curve having a central angle of 276 degrees 47 minutes 19 seconds, and a chord bearing South 00 degrees 09 minutes 54 seconds East 99.60 feet; thence Northeasterly 42.23 feet along a 50.00 foot radius curve to the right, said curve having a central angle of 48 degrees 23 minutes 40 seconds, and a chord bearing North 65 degrees 38 minutes 16 seconds East 40.99 feet; thence North 89 degrees 50 minutes 06 seconds East 459.57 feet; thence North 00 degrees 09 minutes 54 seconds West 33.00 feet to the Point of Beginning.

41-17-24-201-007 (Parent - Covers More Land), 41-17-24-251-001 (Parent - Covers More Land)

SCHEDULE B - SECTION II NOTES

- 12. Terms, covenants, and conditions of Release of Right of Way, as recorded in Liber 733 on Page 534. Said easement is not on, does not touch, and/or - based on the description contained in the record document - does not affect the surveyed property. See easement detail below for approximate location of offsite easements.
- 17. Terms, covenants, and conditions of Declaration of Restrictive Covenant, as recorded in Instrument No. 20170831-0073657. PCB Remediation Area described in said document is shown.
- 19. Terms, covenants, and conditions of Warranty Deed, as recorded in Instrument No. 202203010017454. The approximate location of the easement described in this document is shown on this survey.
- 20. Terms, covenants, and conditions of Declaration of Storm Water Drainage Easement, as recorded in Instrument No. 202312290073567. Said easement is not on, does not touch, and/or - based on the description contained in the record document - does not affect the surveyed property. See easement detail below for approximate location of offsite easements.
- 23. The rights of others in and to the use of the easement(s) described in Schedule C, as established and limited by Reciprocal Easement Agreement recorded in 202407290040666. The 66 foot easement for ingress, egress, and public utilities described in this document is shown on this survey. The 20 foot easement for public utilities and the 30 foot storm easement described in this document are not on, do not touch, and/or - based on the description contained in the record document - do not affect the surveyed property. See easement detail below for approximate location of offsite easements.

REMOVAL / DEMOLITION NOTES

- REMOVE EXISTING CONCRETE
- REMOVE EXISTING TRAIN TRACKS
- REMOVE EXISTING FENCE AND/OR GATE

STRUCTURE INFORMATION

Catch Basin #60055 4' Structure Rim Elev. = 676.70 12' RCP (NNW) = 672.45 Water = 671.20	Catch Basin #60333 4' Structure Rim Elev. = 678.55 no inverts measured	Sanitary MH #60363 4' Structure Rim Elev. = 679.01 8" PVC (S) = 668.79 8" PVC (W) = 668.28 8" PVC (NE) = 668.18
Catch Basin #60117 4' Structure Rim Elev. = 675.87 12' RCP (NNW) = 671.76 Water = 670.87	Catch Basin #60364 4' Structure Rim Elev. = 678.57 no inverts measured	Catch Basin #60417 4' Structure Rim Elev. = 678.11 no inverts measured
Catch Basin #60229 4' Structure Rim Elev. = 675.75 no inverts measured	Catch Basin #60365 2' Structure Rim Elev. = 678.55 Water = 675.80	Catch Basin #60418 4' Structure Rim Elev. = 678.53 no inverts measured
Catch Basin #60303 Muck = 675.05 Rim Elev. = 676.67 no inverts measured	Catch Basin #60303 Muck = 675.05 cannot see pipes due to water & muck.	

STRUCTURE INFORMATION

Catch Basin #2981 4' Structure Rim Elev. = 678.39 12' CPP (W) = 674.11 (S) not visible Bottom Str. = 671.67 Water = 676.61	Sanitary MH #4492 4' Structure Rim Elev. = 678.93 8" Clay (S) = 668.71	Catch Basin #4602 2' Structure Rim Elev. = 678.36 12' CPP (N) = 673.77
Sanitary MH #4172 4' Structure Rim Elev. = 678.75	Catch Basin #4607 4' Structure Rim Elev. = 677.77 15' CPP (N) = 672.23 12' CPP (S) = 672.40 12' CPP (E) = 672.35 (W) not visible	

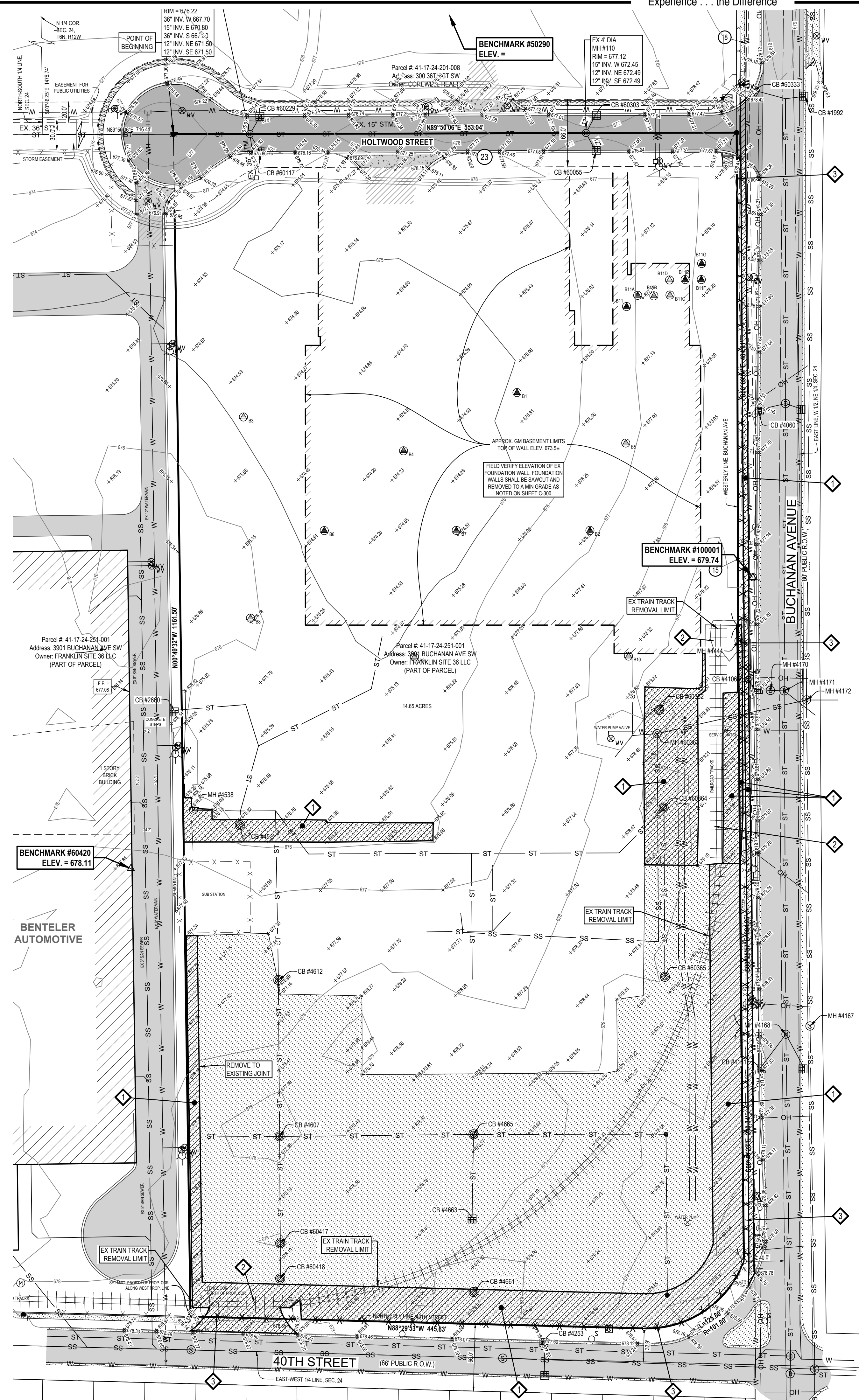
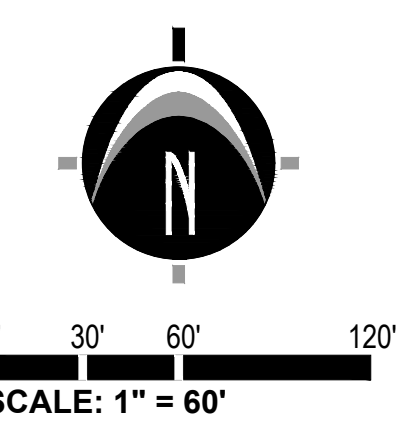
BENCHMARKS

- BENCHMARK E** ELEV. = 680.47 (NAVD88)
Northwest flange bolt on hydrant located ±30' West of the centerline of Buchanan and ±16' North of a power pole.
- BENCHMARK 50290** ELEV. = 677.45 (NAVD88)
Southwest flange bolt to hydrant located ±450' South and 100' East of the Southeast corner of the Corewell Distribution Building and located ±117' North of the centerline of Holttwood Street and ±328' West of the centerline of Buchanan Avenue.
- BENCHMARK 60420** ELEV. = 678.11 (NAVD88)
Concrete floor to Benteler Building, located ± 312' South of the Northeast corner of the building at the center of the overhead door.

GENERAL NOTE

- ALL CONSTRUCTION ACTIVITIES FOR "SITE 36" (300 35TH ST SW) SHALL BE DONE IN ACCORDANCE WITH THE DECLARATION OF RESTRICTIVE COVENANT PER KENT COUNTY REGISTER OF DEED 20170831-0073657 DATED AUGUST 30, 2017.
 - ALL CONSTRUCTION ACTIVITIES WITHIN THE 3901 BUCHANAN AVE SW (PP# 41-17-24-251-003) SHALL ADHERE TO THE DUE CARE REPORT PREPARED BY BARR ENGINEERING DATED 7/??/XX, 2025 AS PREPARED FOR THE GeLock SITE.

811 Know what's below.
 CALL before you dig.
 UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.
 NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANNY" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.



PREPARED FOR:

Gelock Heavy Movers
Richard Van Dam

450 Market Ave SW
Grand Rapids, MI 49503

REVISIONS:

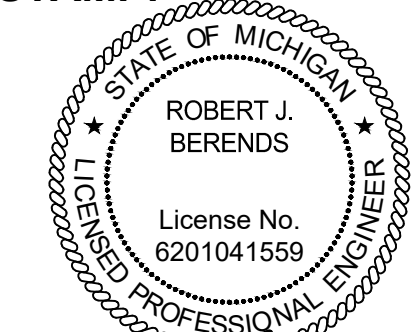
Title: Site Plan Submittal
Drawn: Brad M. Checked: Rob B. Date: 07.16.2025

GELOCK HEAVY MOVERS

Site Layout Plan

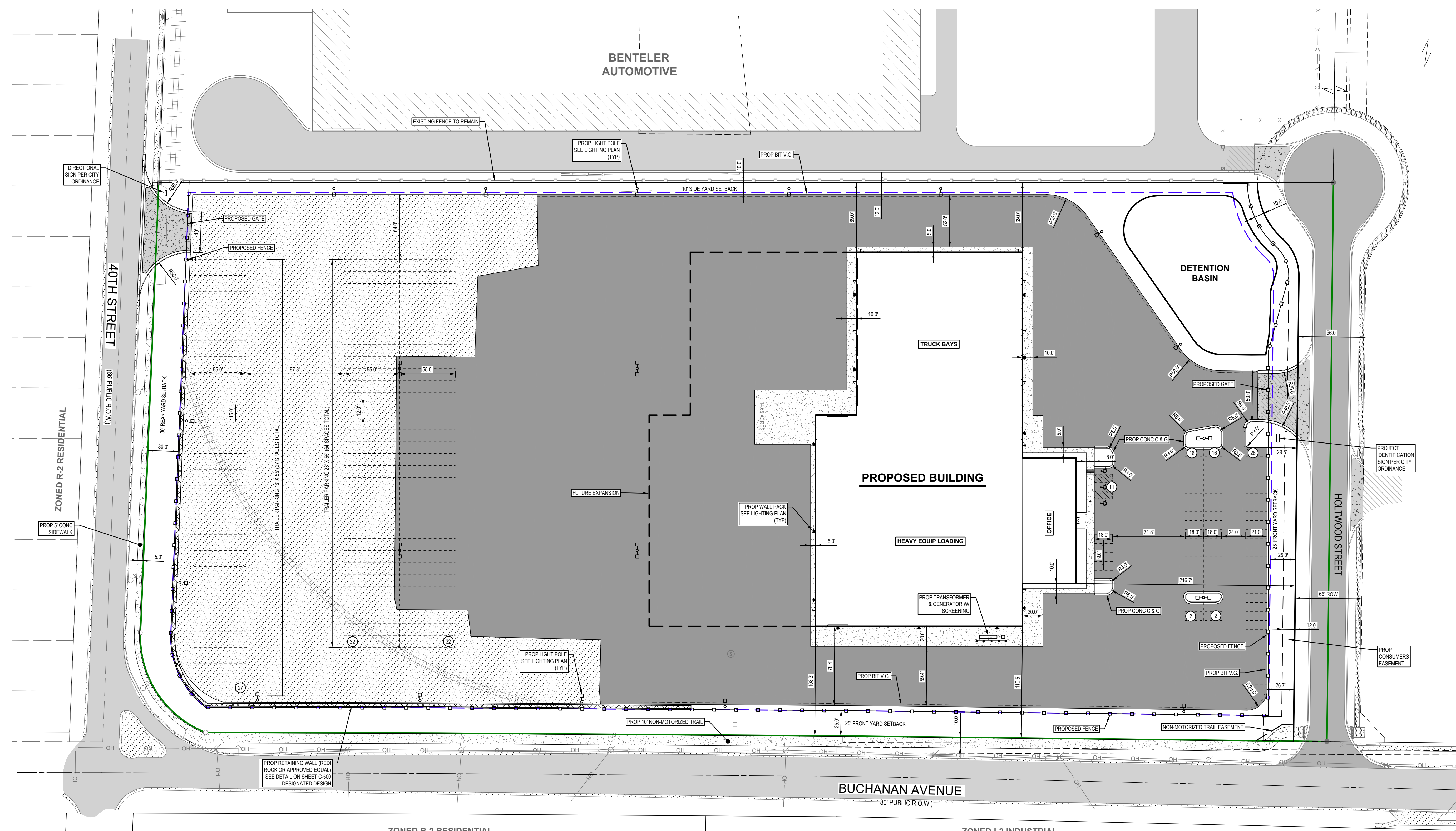
3901 Buchanan Ave SW
PART OF THE NORTHEAST 1/4 OF SECTION 24, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:



PROJECT NO:
24400600

SHEET NO:
C-205



GENERAL NOTES

- ZONING OF SUBJECT PARCEL = I-2 INDUSTRIAL
I-2 ZONING REQUIREMENTS:
MINIMUM LOT AREA = 43,560 SF (1.0 AC)
MINIMUM LOT WIDTH = 100 FT
MAXIMUM BUILDING HEIGHT = 60 FT
MAXIMUM LOT COVERAGE = 50% (BUILDING)
MINIMUM ALLOWED BUILDING SETBACKS:
FRONT YARD = 25 FT
SIDE YARD = 10 FT
REAR YARD = 30 FT
- SUMMARY OF LAND USE
A) ACRESAGE OF 3901 BUCHANAN AVE. SW (PARCEL #41-17-24-251-003) = 14.18 AC +/- (617,884 SF +/-)
B) FOOTPRINT AREA OF PROPOSED BUILDING = 75,850 SF +/- (FUTURE BUILDING = 60,873 SF +/-)
C) LOT COVERAGE (PROP BUILDING) = 12.3% (FUTURE BUILDING = 9.9%) = 22.2% TOTAL COVERAGE
D) BUILDING HEIGHT = APPROXIMATELY 45 FT
E) NUMBER OF EMPLOYEES = 80 (16 OFFICE AND 44 SHOP), FUTURE = 70 (20 OFFICE AND 50 SHOP)
F) NORMAL HOURS OF OPERATION = 7:30 AM TO 9 PM, MONDAY THROUGH SATURDAY,
9:00 AM TO 8 PM ON SUNDAY
- ZONING OF SURROUNDING PROPERTIES TO NORTH AND WEST = I-2, SOUTH = R-2, EAST = I-2 AND R-2
- PARKING REQUIREMENTS:
A) MINIMUM TYPICAL PARKING SPACE DIMENSIONS = 9' X 18' (24' AISLES)
OR 1 PER 2,000 SF OF GROSS FLOOR AREA (80,250 SF / 2,000 = 25 SPACES)
OR 1 PER 400 SF GROSS FLOOR AREA (6,400 SF / 400 = 16 SPACES)
TOTAL SPACES REQUIRED = (35 + 16) = 51 + BF (3) + VISITOR (3) = 57 MINIMUM
ADDITIONAL PER ORDINANCE 25% (57 X 1.2 = 68 SPACES)
B) NUMBER OF SPACES PROVIDED = 73 (INCLUDING 9 BARRIER FREE)
C) INDUSTRIAL ESTABLISHMENT (MANUFACTURING, RESEARCH, ETC.)
GREATER OF:
1 PER 1.5 EMPLOYEES IN LARGEST SHIFT (60 EMPLOYEES / 1.5 = 40 SPACES)
OR 1 PER 2,000 SF OF GROSS FLOOR AREA (80,250 SF / 2,000 = 25 SPACES)
OR 1 PER 400 SF GROSS FLOOR AREA (6,400 SF / 400 = 16 SPACES)
D) THIS PROJECT IS LOCATED IN AN AREA THAT IS NOT WITHIN THE 100 YEAR FLOOD PLAIN, BASED ON THE FEMA FLOODPLAIN MAPS.
- BEST MANAGEMENT PRACTICES WILL BE UTILIZED DURING AND AFTER CONSTRUCTION OF THE PROJECT. MEASURES WILL INCLUDE THE USE OF SILT FENCING, SEDIMENT INLET FILTERS, SEEDING, COMPACTION AND PAVING.
- ANY ALL NEW SIGNS WILL BE PERMITTED UNDER A SIGN PERMIT APPLICATION. SIGNS SHALL ABIDE BY ARTICLE 7 OF THE CITY OF WYOMING ZONING CODE.
FREE-STANDING SIGN (EITHER GROUND SIGN OR POLE SIGN) (ONE TOTAL ALLOWED PER LOT):
IF POLE SIGN: MAXIMUM SIZE = 100 SF
MAXIMUM HEIGHT = 30 FT
MINIMUM SETBACK = 0 FT
IF GROUND SIGN: MAXIMUM SIZE = 75 SF
MAXIMUM HEIGHT = 12 FT
MINIMUM SETBACK = 5 FT
WALL SIGN (ONE ALLOWED PER TENANT HAVING INDIVIDUAL MEANS OF PUBLIC ACCESS):
MAXIMUM SIZE = 5% OF WALL AREA; 100 SF MAXIMUM
MAXIMUM HEIGHT = 30 FT
- UTILITIES SHOWN APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED AS EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.
- THE PROPOSED BUILDING WILL BE SERVICED BY PUBLIC SANITARY SEWER AND WATER.
- ANY ALL NEW LIGHTING SHALL COMPLY WITH THE CITY OF WYOMING ZONING ORDINANCE. (SEE LIGHTING PLAN)
- CONTRACTOR TO FIELD VERIFY ALL EXISTING INVERTS AT THE BEGINNING OF THE PROJECT.
- THE PERMANENT PARCEL NUMBER FOR THE INVOLVED PROPERTY IS: 41-17-24-251-003 (3901 BUCHANAN AVE. SW).
- CONSTRUCTION OF THE PROJECT WILL OCCUR IN TWO PHASES, WITH CONSTRUCTION STARTING IN THE FALL OF 2025 PENDING NECESSARY APPROVALS AND PERMITS.
IT IS ANTICIPATED THAT THE CONSTRUCTION WILL BE COMPLETED BY SPRING/SUMMER OF 2025.
- LANDSCAPING SHALL COMPLY WITH THE CITY OF WYOMING ZONING ORDINANCE. (SEE LANDSCAPE PLAN)
- FIRE LANE SIGNS SHALL BE PROVIDED ALONG THE DRIVEWAYS AS DICTATED AND DIRECTED BY THE CITY OF WYOMING FIRE DEPARTMENT. THE GC SHALL COORDINATE THIS WORK WITH THE CITY FIRE DEPARTMENT.
- PER THE OWNER, THERE ARE NO KNOWN EASEMENTS ON THE PROPERTY.

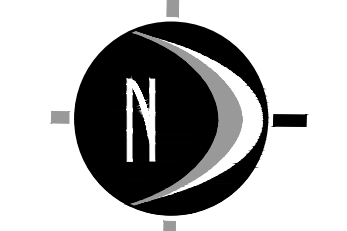
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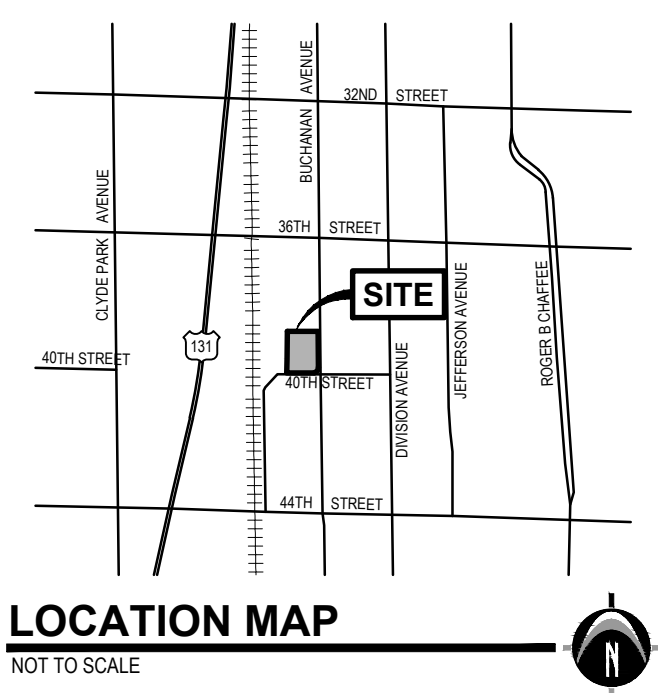
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LEGEND

- EXISTING BITUMINOUS
- EXISTING CONCRETE
- PROPOSED BITUMINOUS (HEAVY DUTY)
- PROPOSED CONCRETE (STANDARD DUTY)
- PROPOSED CONCRETE (HEAVY DUTY)
- PROPOSED LIGHT POLE
- PROPOSED WALL LIGHT



0' 25' 50' 100'
SCALE: 1" = 50'



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Holland, MI 49423
Phone: 616.393.0449

PREPARED FOR:
Gelock Heavy Movers
Richard Van Dam

450 Market Ave SW
Grand Rapids, MI 49503

REVISIONS:
Title: Site Plan Submittal
Drawn: Brad M. Checked: Rob B. Date: 07.16.2025

GELOCK HEAVY MOVERS

S.E.S.C. & GRADING PLAN

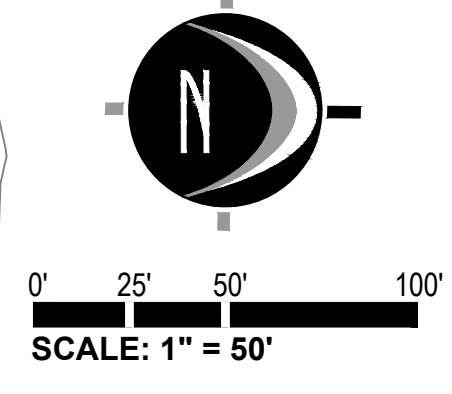
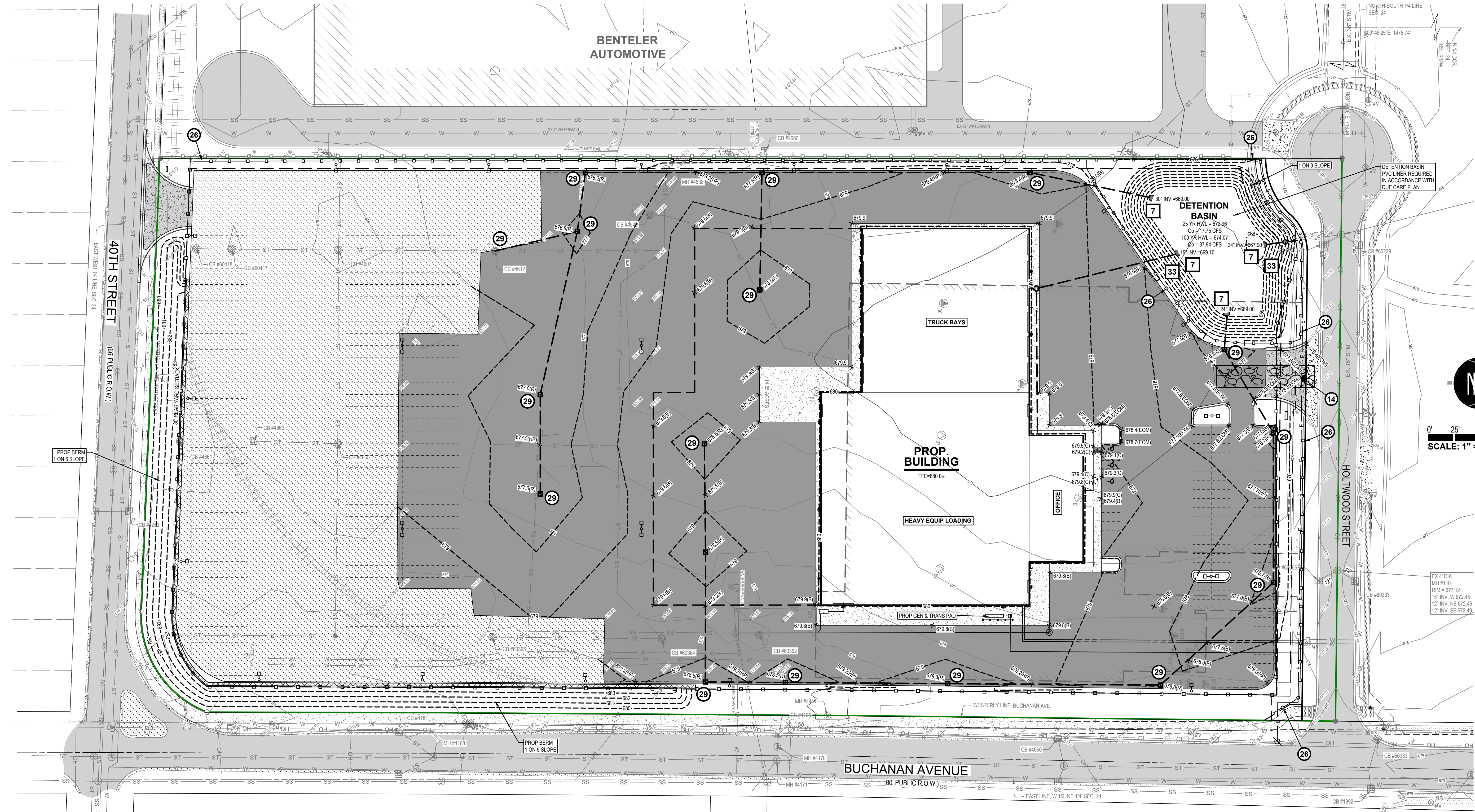
3901 Buchanan Ave SW
PART OF THE NORTHEAST 1/4 OF SECTION 24, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROBERT J. BERENDS
LICENSED PROFESSIONAL ENGINEER
License No. 6201041559

PROJECT NO:
24400600

SHEET NO:
C-300



BENCHMARKS

BENCHMARK E ELEV. = 680.47 (NAVD88)
Northwest flange bolt on hydrant located ±30' West of the centerline of Buchanan and ±16' North of a power pole.

BENCHMARK 50290 ELEV. = 677.45 (NAVD88)
Southwest flange bolt to hydrant located ±450' South and 100' East of the Southeast corner of the Corewell Distribution Building and located ±117' North of the centerline of Holtwood Street and ±328' West of the centerline of Buchanan Avenue.

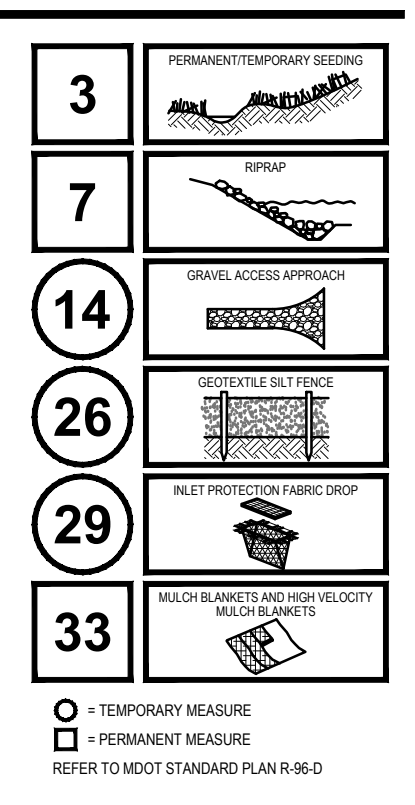
BENCHMARK 60420 ELEV. = 678.11 (NAVD88)
Concrete floor to Benteler Building, located ± 312' South of the Northeast corner of the building at the center of the overhead door.

SOIL EROSION CONTROL SCHEDULE

PHASE 1	2025												2026											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PLACE SILT FENCE & MAINTAIN																								
DEMOLITION / REMOVALS																								
PUBLIC SIDEWALK, NON-MOTORIZED PATH & DRIVE APPROACH																								
DETECTION BASIN & WEST SIDE STORM SEWER																								
RETAINING WALL, TEMP SITE LIGHTING																								
SITE SECURITY FENCING																								
PUBLIC BUFFER PLANTINGS, SEEDING & IRRIGATION																								
SITE RESTORATION/CLEAN UP																								

PHASE 2	2026												2027											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PLACE SILT FENCE & MAINTAIN																								
SITE GRADING																								
CONSTRUCT FOUNDATION & BUILDING																								
SITE UTILITIES																								
FINISH GRADING & SITE PAVING																								
SITE RESTORATION (TOPSOIL & SEEDING)																								
SITE CLEANUP																								

- SOIL EROSION AND SEDIMENTATION CONTROL NOTES**
- CONTRACTOR SHALL POSSESS THE SOIL EROSION AND SEDIMENTATION CONTROL PERMIT PRIOR TO START OF ANY EARTH WORK.
 - CONTRACTOR SHALL MODIFY THIS SOIL EROSION AND SEDIMENTATION CONTROL PLAN TO SHOW THE ADDITIONAL CONTROL MEASURES INTENDED TO BE USED DURING CONSTRUCTION. SUBMIT MODIFICATIONS TO THE CONTROLLING AGENCY, THE OWNER, AND THE ENGINEER.
 - EROSION PROTECTION SHALL BE PROVIDED AT ALL STORM SEWER INLETS AND OUTLETS. ALL BARE EARTH SHALL BE STABILIZED WITH SEEDING.
 - REFER TO THE M.D.O.T. "SOIL EROSION AND SEDIMENTATION CONTROL MANUAL" (APRIL 2006) FOR ADDITIONAL INFORMATION.
 - THE ENTIRE STORM SEWER SYSTEM SHALL BE CLEANED AND FLUSHED FOLLOWING CONSTRUCTION AND PAID RECEIPT THEREOF PROVIDED TO THE ENGINEER AND COUNTY SESC AGENT PRIOR TO FINAL PAYMENT TO THE CONTRACTOR OR FINAL ACCEPTANCE OF THE CONSTRUCTION BY THE OWNER.
 - THE CONTRACTOR SHALL BE RESPONSIBLE TO INSPECT, TAKE CORRECTIVE ACTION AND MAINTAIN ALL TEMPORARY SESC MEASURES DAILY AND AFTER EACH RAIN EVENT UNTIL FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT.
 - THE DETENTION BASIN SHALL BE THE FIRST ITEM OF CONSTRUCTION. THE DETENTION BASIN SHALL BE SEEDING AND STABILIZED BEFORE PROCEEDING ONTO OTHER ITEMS.
 - SOIL EROSION WILL BE CONTROLLED THROUGHOUT THE WINTER BY SEEDING BEFORE NOVEMBER 1, DORMANT SEEDING WITH EROSION CONTROL BLANKET OR MULCH, OR USING OTHER EQUAL BMP'S. PARTICULARLY ON STEEP SLOPES AND STOOPLES.
 - INSTALL EROSION CONTROL BLANKET OR AN EQUAL BMP ON 4H:1V SLOPES OR STEEPER.



GENERAL NOTE

- ALL CONSTRUCTION ACTIVITIES FOR SITE 30' (300 36TH ST SW) SHALL BE DONE IN ACCORDANCE WITH THE DECLARATION OF RESTRICTIVE COVENANT PER KENT COUNTY REGISTER OF DEED 20170831-0078657 DATED AUGUST 30, 2017.

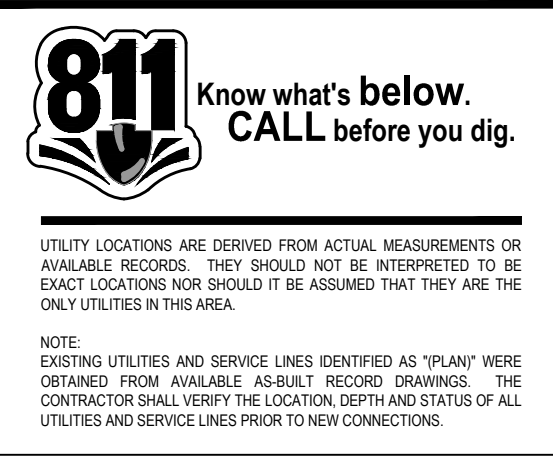
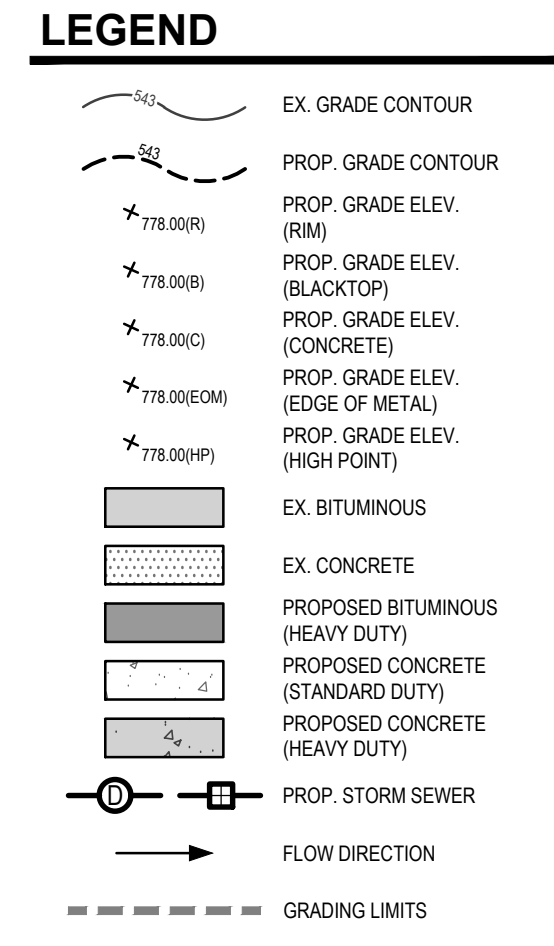
- ALL CONSTRUCTION ACTIVITIES WITHIN THE 3901 BUCHANAN AVE SW (PP# 41-17-24-251-003) SHALL ADHERE TO THE DUE CARE REPORT PREPARED BY BARR ENGINEERING DATED 7/??/XX, 2025 AS PREPARED FOR THE Gelock SITE.

LIMITS OF DISTURBANCE

- TOTAL DISTURBED AREA = 11.5 ACRES

GENERAL NOTES

- WORK DONE ON PUBLIC AND OR PRIVATE WATERSEWER/STORM IS TO BE PERFORMED BY REGISTERED UNDERGROUND CONTRACTOR (RUC) WITH THE CITY OF WYOMING. ONLY RUC MAY PULL PERMITS AND SCHEDULE INSPECTIONS FOR UTILITY WORK.
- CONTRACTOR TO VERIFY ALL EXISTING INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.



PREPARED FOR:
 Gelock Heavy Movers
 Richard Van Dam

450 Market Ave SW
 Grand Rapids, MI 49503

REVISIONS:

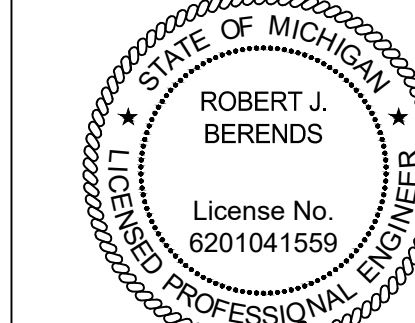
Title: Site Plan Submittal
 Drawn: Brad M. Checked: Rob B. Date: 07.16.2025

GELOCK HEAVY MOVERS

UTILITY PLAN

3901 Buchanan Ave SW
 PART OF THE NORTHEAST 1/4 OF SECTION 24, T6N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

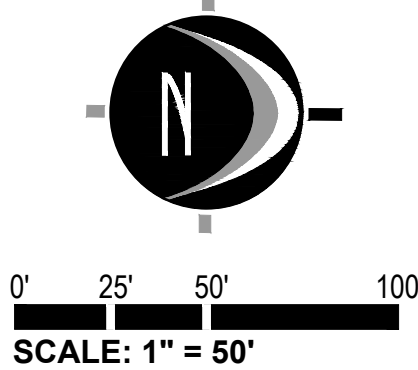
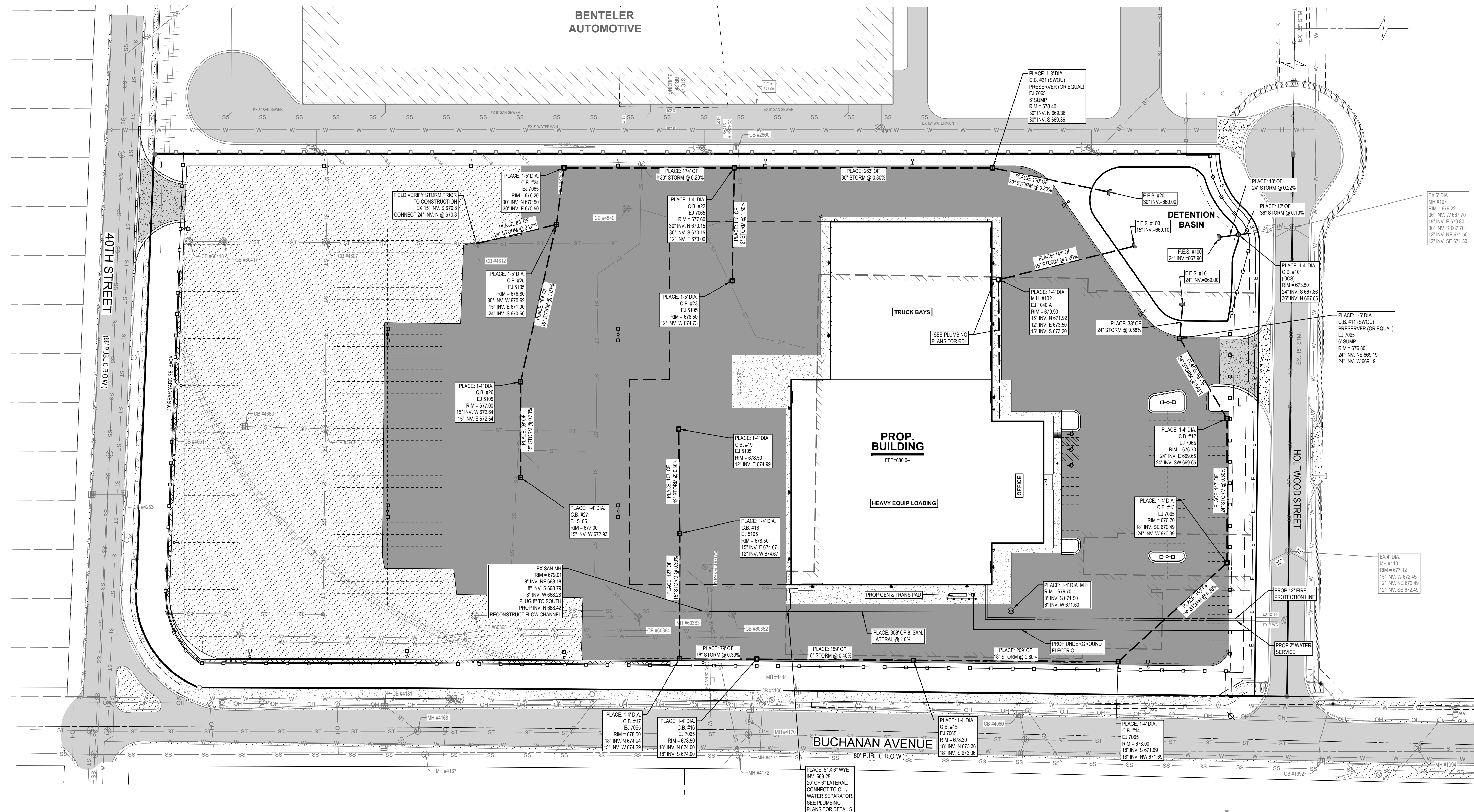
STAMP:



Robert J. Berends

PROJECT NO:
 24400600

SHEET NO:
C-400



LEGEND

	EX. BITUMINOUS
	EX. CONCRETE
	PROPOSED BITUMINOUS
	PROP. STORM SEWER
	PROP. SANITARY SEWER
	PROP. WATERMAIN

GENERAL NOTE

- ALL CONSTRUCTION ACTIVITIES FOR "SITE 36" (300 36TH ST SW) SHALL BE DONE IN ACCORDANCE WITH THE DECLARATION OF RESTRICTIVE COVENANT PER KENT COUNTY REGISTER OF DEED 20170831-0073657 DATED AUGUST 30, 2017.
 - ALL CONSTRUCTION ACTIVITIES WITHIN THE 3901 BUCHANAN AVE SW (PP# 41-17-04-251-003) SHALL ADHERE TO THE DUE CARE REPORT PREPARED BY BARR ENGINEERING DATED 7/7/22 AS PREPARED FOR THE Gelock SITE.

811 Know what's below. CALL before you dig.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANS" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

GENERAL NOTE

-ALL CONSTRUCTION ACTIVITIES FOR 'SITE 36" (300 36TH ST SW) SHALL BE DONE IN ACCORDANCE WITH THE DECLARATION OF RESTRICTIVE COVENANT PER KENT COUNTY REGISTER OF DEED 20170831-007857 DATED AUGUST 30, 2017.

-ALL CONSTRUCTION ACTIVITIES WITHIN THE 3001 BUCHANAN AVE SW (PP# 41-17-24-251-003) SHALL ADHERE TO THE DUE CARE REPORT PREPARED BY BARR ENGINEERING DATED 7/77 XX, 2025 AS PREPARED FOR THE GeLock SITE.

CONSTRUCTION NOTES

STORM SEWER

- ALL CATCH BASINS SHOULD BE PROVIDED WITH A MINIMUM 2" SUMP.
- ALL STORM SEWER SHALL BE ONE OF THE FOLLOWING TYPES UNLESS SPECIFICALLY NOTED IN THE STORM PIPE TABLE OF C-418:
 - SMOOTH LINED CORRUGATED POLYETHYLENE PIPE (SLCPP) WITH WATERTIGHT JOINTS MEETING THE REQUIREMENTS OF THE MICHIGAN PLUMBING CODE, AASHTO M-252, M-294, ASTM F-2306, F-2648, D-3212, F-477, F-2487, D-2221, D-2306.
 - CONCRETE PIPE MEETING THE REQUIREMENTS OF ASTM C-761 OR C-761V.
 - HIGH PERFORMANCE (HP) DUAL WALL POLYPROPYLENE PIPE (PP) WITH WATERTIGHT JOINTS AND THE PIPE MEETING AASHTO M-252, ASTM 2281, F-477, F-1417, F-2487 AND D-2221.
- ALL SLOPP PIPE (OPTION 2A ABOVE) SHALL BE TESTED FOR DEFORMATION USING A NINE POINT MANDREL WITH AN EFFECTIVE DIAMETER EQUAL TO 90% OF THE NOMINAL PIPE DIAMETER. THE TEST SHALL NOT BE COMPLETED UNTIL THE FINAL GRADE ABOVE THE PIPE HAS BEEN ESTABLISHED. ANY PIPE SECTIONS THAT DO NOT PASS THE TEST SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE.
- 6" UNDERDRAN SHALL BE PERFORATED PIPE WITH SOCK, MEETING THE REQUIREMENTS OF AASHTO M-252 AND THE GEOTEXTILE SHALL MEET AASHTO M-209 REQUIREMENTS.
- ALL FLARED END SECTIONS SHALL BE CONCRETE.
- ALL CATCH BASINS AND MANHOLES SHALL BE CONCRETE, CONFORMING TO ASTM C-418 WITH BUTYL RUBBER GASKETED JOINTS WITH ROOT TYPE PIPE CONNECTIONS CONFORMING TO ASTM C-92 FOR ALL PIPE CONNECTIONS 24" DIAMETER AND SMALLER.
- ALL CATCH BASINS ARE DRAWN AND WILL BE STAKED AT CENTER OF CASTING.

WATERMAIN AND SANITARY SEWER

1. ALL WATERMAIN AND SANITARY SEWER CONSTRUCTION SHALL CONFORM TO THE CITY STANDARD CONSTRUCTION SPECIFICATIONS, INCLUDING POST CONSTRUCTION VIDEO INSPECTION OF THE SANITARY SEWER SYSTEM.

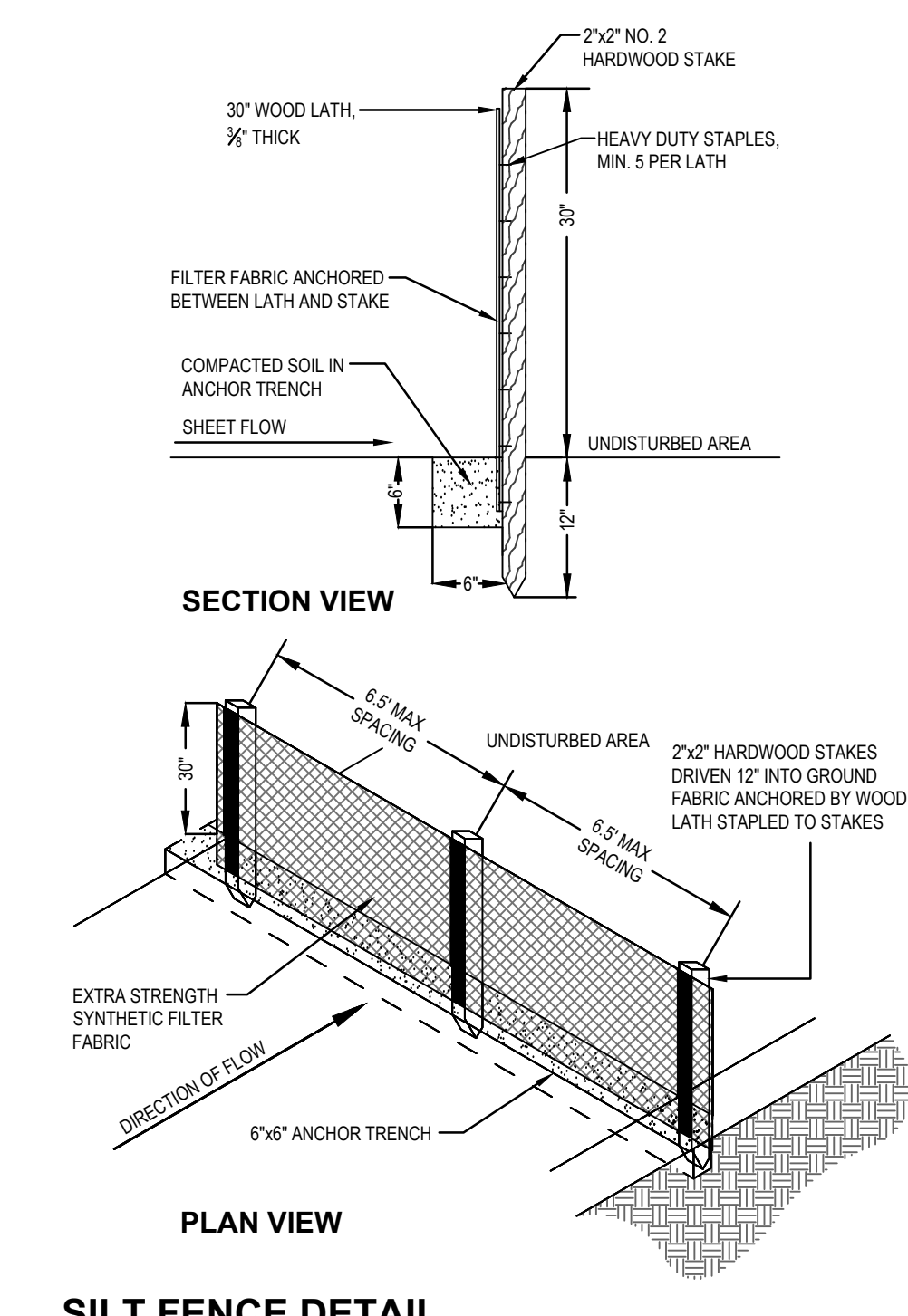
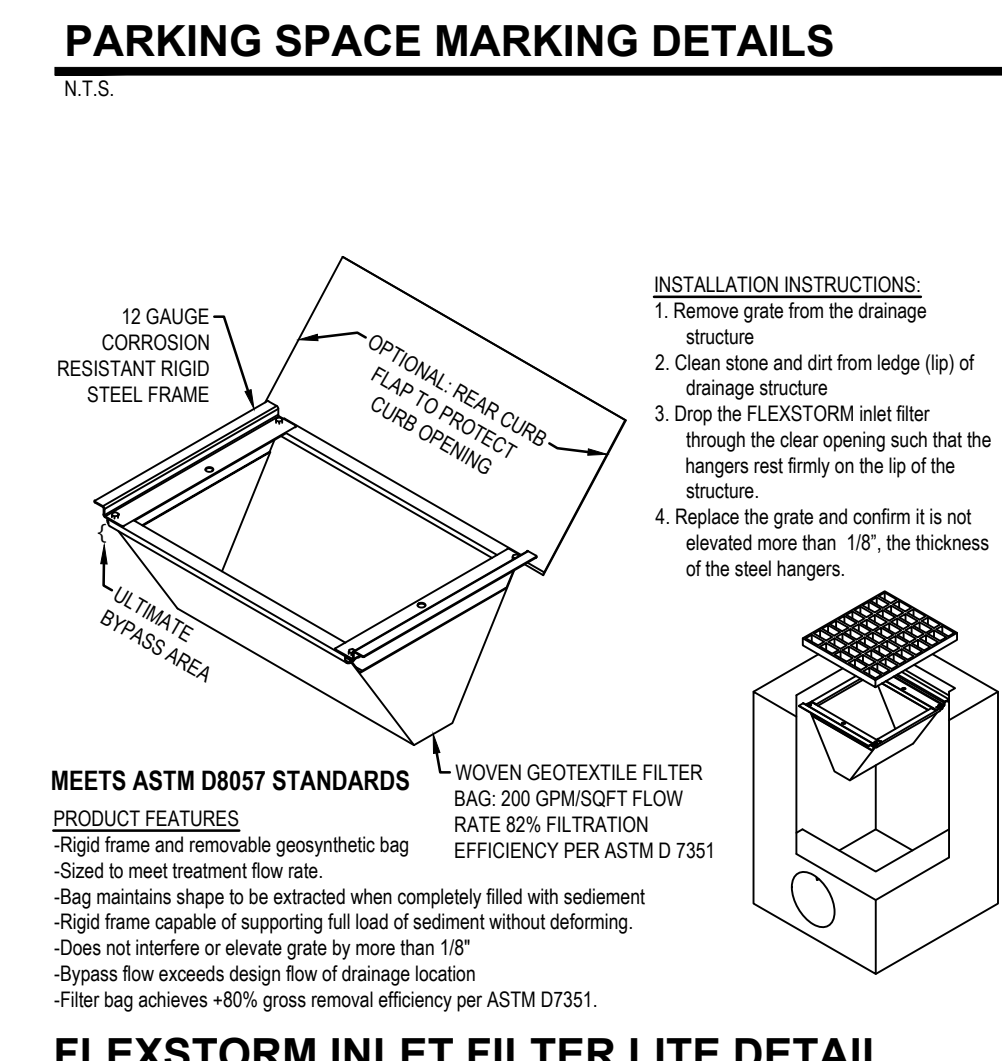
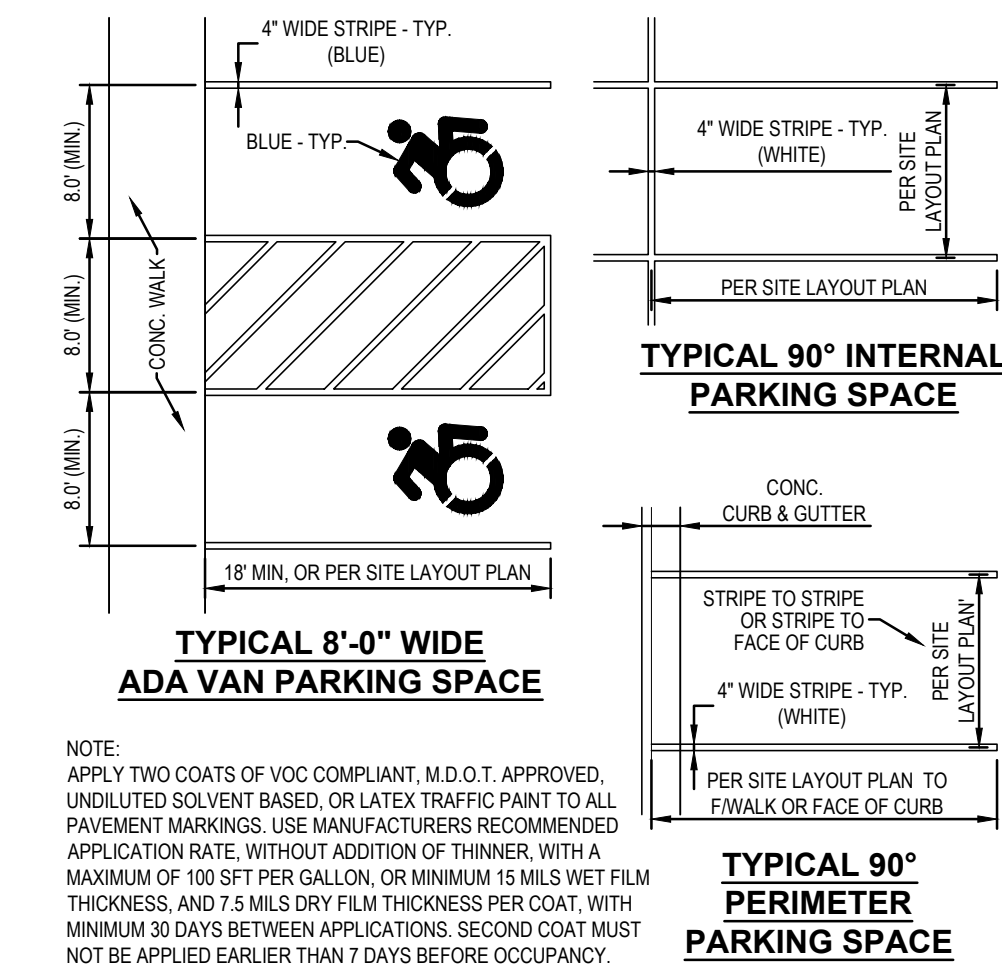
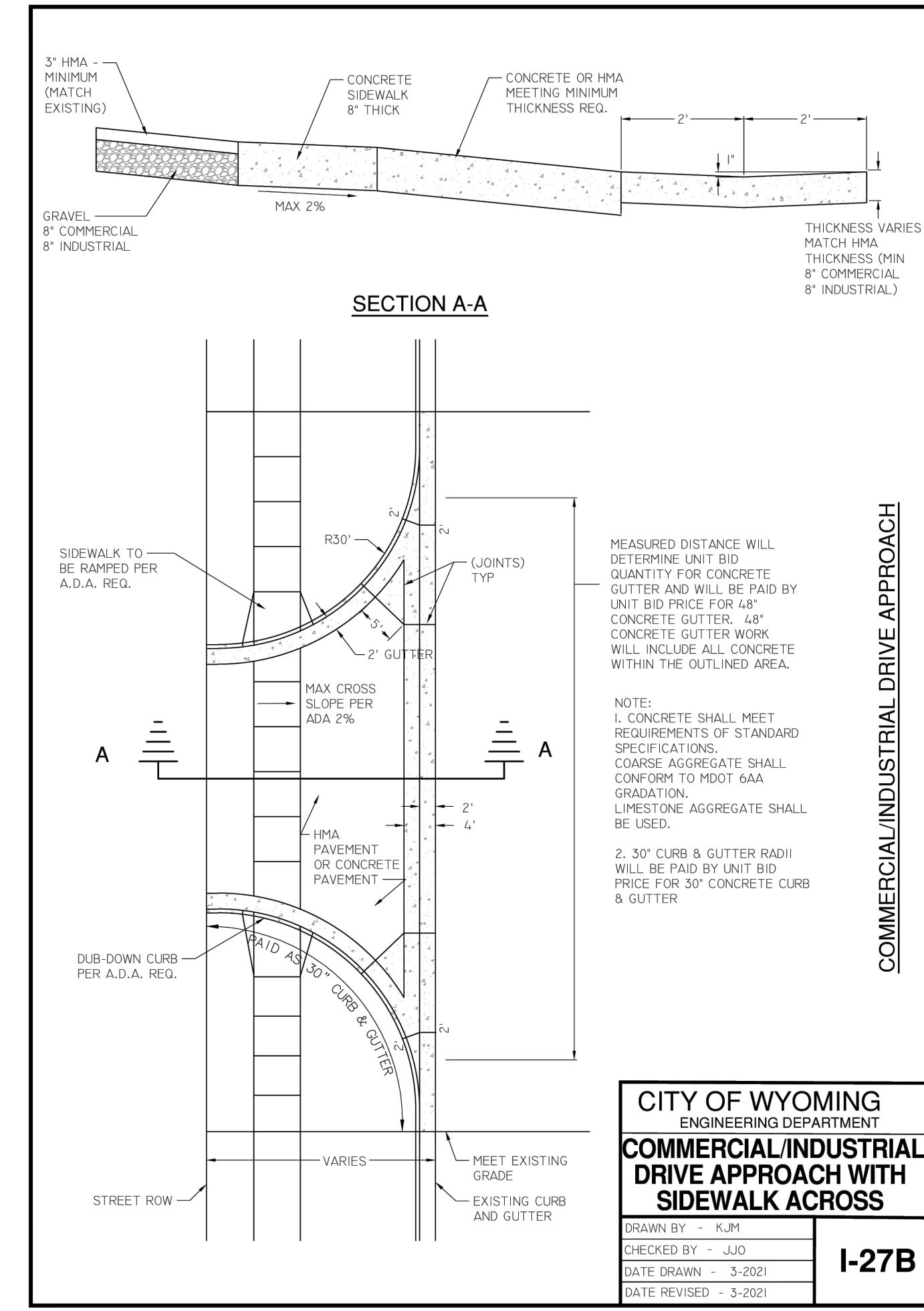
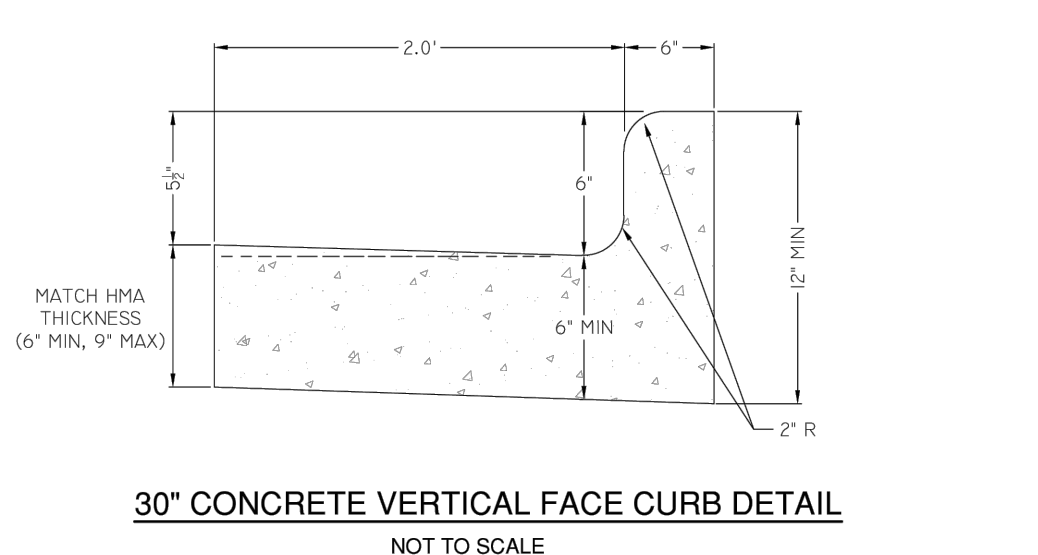
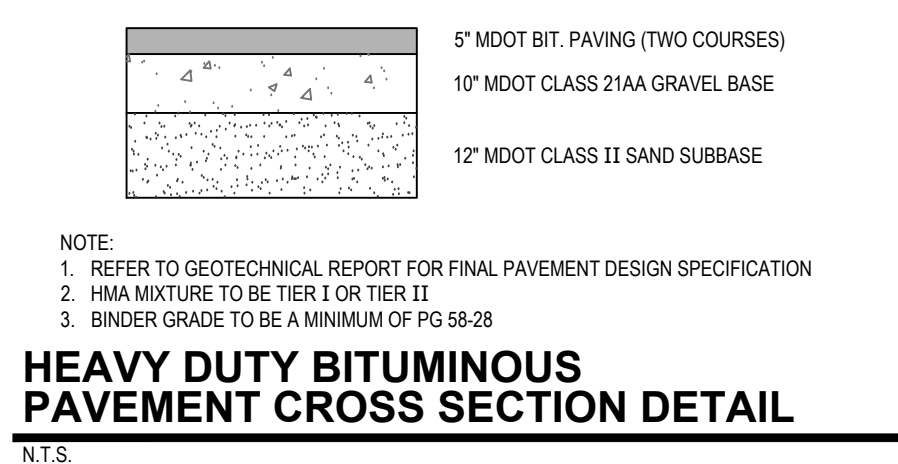
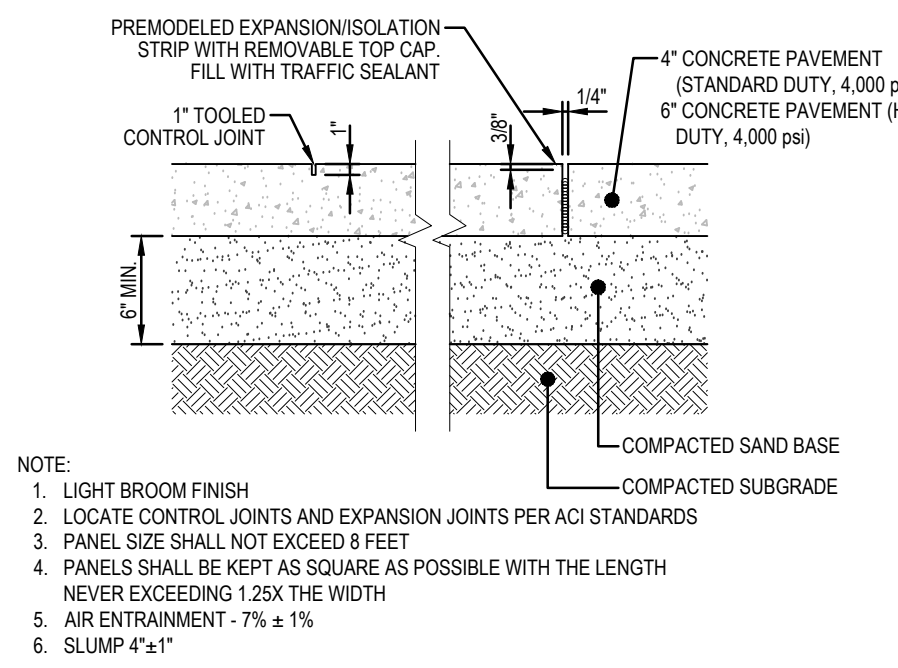
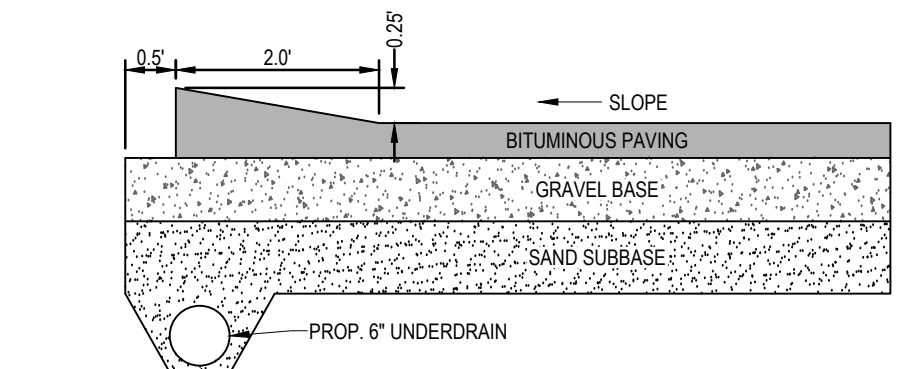
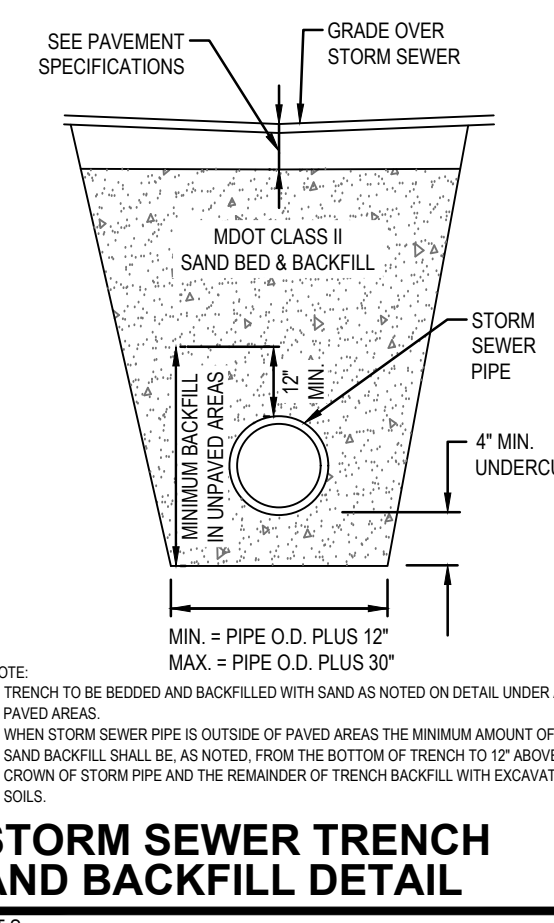
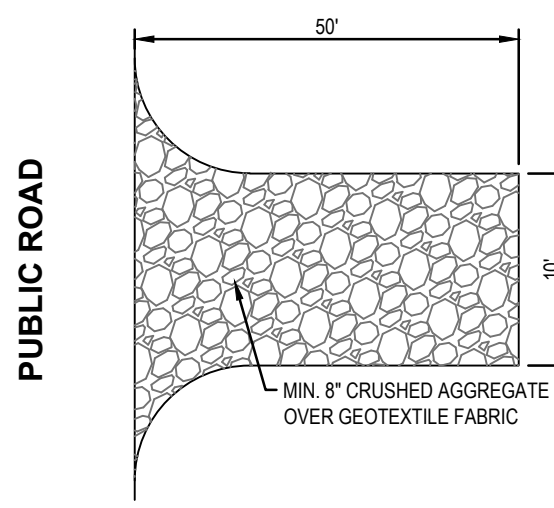
GENERAL

- ALL CONSTRUCTION AND MATERIAL SPECIFICATIONS INCLUDED FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE MOST CONSTRUCTION AND MATERIALS SPECIFICATIONS (LATEST EDITION), AND THE ORDINANCES OF THE CITY. WHERE CONFLICTS OCCUR IN THE ABOVE, THE CITY SHALL BE THE GOVERNING AUTHORITY.
- SOIL BORINGS HAVE BEEN PERFORMED BY THE OWNER AND SHALL BE PROVIDED TO THE CONTRACTOR. VARIATION IN EXISTING SOIL CONDITIONS MAY IMPACT THE EARTHWORK QUANTITIES IF UNDESIRABLE SOILS ARE ENCOUNTERED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO THE EXISTING WATER AND SEWAGE SYSTEM RESULTING FROM NON-COMFORMANCE WITH THE APPLICABLE STANDARDS OR THROUGH GENERAL NEGLIGENCE. ALL WORK, INCLUDING INSPECTIONS AND TESTING COSTS REQUIRED FOR REMOVAL, RELOCATION OR NEW CONSTRUCTION FOR PRIVATE OR PUBLIC UTILITIES, WILL BE DONE BY AND AT THE EXPENSE OF THE CONTRACTOR AND INCLUDED IN THE BID PRICE FOR THE VARIOUS WORK ITEMS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL NECESSARY PERMITS FROM THE CITY AND COUNTY AND ANY OTHER AGENCY FOR ALL WORK DONE BY THE CONTRACTOR.
- ANY DEFECTS IN THE CONSTRUCTION, INCLUDING MATERIALS OR WORKMANSHIP, SHALL BE REPLACED OR CORRECTED BY REMOVAL AND REPLACEMENT OR OTHER APPROVED METHODS PRIOR TO ACCEPTANCE BY THE CITY OR OWNER WITHOUT ANY ADDITIONAL COST TO THE CITY OR OWNER.
- ALL LAWN AREAS REMOVED OR DISTURBED SHALL BE REGRADED WITH TOPSOIL AND SOO WHERE NEEDED AND SHALL BE RESEDED AND MULCHED IF SATISFACTORY RE-ESTABLISHMENT OF LAWN DOES NOT OCCUR.
- ALL PUNCH LIST AND DEFECTORY WORK SHALL BE COMPLETED WITHIN 1 MONTH OF THE END OF CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN A STREET OPENING PERMIT FROM THE CITY BEFORE BEGINNING WORK WITHIN ANY PUBLIC STREET RIGHT-OF-WAY.
- THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION DRAWINGS ON SITE AT ALL TIMES.
- THESE PLANS HAVE BEEN DEVELOPED FOR ELECTRONIC REDLAYOUT. DIMENSIONS SHOWN ARE FOR GRAPHIC PRESENTATION ONLY AND SHOULD NOT BE USED FOR LAYOUT. CONTACT THE ENGINEER IF ANY DISCREPANCIES BETWEEN THE PLAN AND ELECTRONIC DATA ARE DISCOVERED.
- THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LIGHTS, BARRICADES, FLAGMEN, ETC. AS REQUIRED TO PERFORM THE REQUIRED WORK. THE INSTALLATION AND OPERATION OF ALL TEMPORARY TRAFFIC CONTROL AND TEMPORARY TRAFFIC CONTROL DEVICES AS REQUIRED SHALL BE PROVIDED BY THE CONTRACTOR WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS. THE CONTRACTOR SHALL FURNISH, ERECT, MAINTAIN AND SUBSEQUENTLY REMOVE SUCH ADDITIONAL TRAFFIC CONTROL DEVICES LOCATED OUTSIDE THE LIMITS OF CONSTRUCTION AS ARE REQUIRED ON THOSE STREETS WHICH ARE USED AS DETOURS, INCLUDING 'ROAD CLOSED' SIGNS AND BARRICADES AT THE POINT WHERE THE ROAD IS CLOSED TO THROUGH TRAFFIC.
- THE CONTRACTOR SHALL PROTECT LOCATION OF ALL PROPERTY PINS AND BENCHMARKS.
- ALL WORK CONTEMPLATED SHALL AT ALL TIMES BE SUBJECT TO THE DIRECT INSPECTION OF THE CITY, OWNER AND THEIR REPRESENTATIVES. THE CITY AND OWNER RESERVES THE RIGHT TO HALT ALL CONSTRUCTION ACTIVITY FOR NON-COMFORMANCE OF PLANS, SPECIFICATIONS AND OTHER APPLICABLE STANDARDS OR REGULATIONS.

- PRICES BID PER FOOT FOR ALL PIPES IS COMPACTED IN PLACE REGARDLESS OF SOIL OR ROCK CONDITIONS.
- CONTRACTOR IS RESPONSIBLE FOR ALL SIGNS, BARRICADES AND SAFETY FENCES TO ENTER PEOPLE FROM ENTERING THE WORK AREA AND FOR MAINTAINING AND PROTECTING THE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC AROUND THE JOB SITE. TRAFFIC CONTROLS SHALL BE COORDINATED WITH THE POLICE DEPARTMENT AND THE CITY.
- PRIOR TO ANY CONSTRUCTION OR GRADING, A PROTECTIVE BARRIER, FENCE, POST AND/OR SIGNS CLEARLY INDICATING LIMITS OF WORK/DISTURBANCE SHALL BE INSTALLED INDICATING NO TREE REMOVAL OR DISTURBANCES OUTSIDE LIMITS. THE CITY AND OWNER SHALL BE CONTACTED UPON DETERMINATION OF LIMITS IN THE FIELD.
- ALL ROAD SURFACES, EASEMENTS OR RIGHT-OF-WAYS DISTURBED BY CONSTRUCTION OR ANY PART OF THIS IMPROVEMENT ARE TO BE RESTORED COMPLETELY TO THE SATISFACTION OF THE CITY AND THE OWNER.
- NO PARKING OF CONTRACTOR OR CONTRACTOR EMPLOYEE'S VEHICLES ON ANY PUBLIC STREETS SHALL BE PERMITTED.
- ALL DISTURBED SIGNS, GUARDRAILS, MAIL BOXES, AND DRIVEWAYS SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE CITY AND THE OWNER.
- DUST CONTROL: THE CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY SUCH AS CALCIUM CHLORIDE, WATER OR A MOTORIZED DUST-FREE STREET SWEEPING DEVICE TO MAINTAIN ALL ROADWAYS BEING USED FOR ACCESS TO THE CONSTRUCTION SITE AND SHALL ADHERE TO ALL ORDINANCES OF THE CITY, COUNTY, MIAMI OR ANY OTHER GOVERNING AUTHORITY.
- ALL SEWERS, MANHOLES, JUNCTION CHAMBERS AND INLET BASINS MUST BE CLEANED BEFORE ACCEPTANCE BY THE CITY AND OWNER.
- IF AND, SOIL OR OTHER DEBRIS IS DEPOSITED ON ADJACENT STREETS, ROADS OR OTHER PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF SUCH AT THE END OF EACH WORK DAY OR AS REQUIRED DURING THE WORK DAY.
- ADJUST TO GRADE OR RECONSTRUCT TO GRADE WORK SHALL INCLUDE THE REMOVAL AND REPLACEMENT OF ANY EXISTING CONCRETE BLOCKOUT PAVEMENT, DAMAGED PAVEMENT DOWELS OR OTHER SUCH LOAD TRANSFERS DEVICES SHALL BE REPLACED AS DIRECTED BY THE COUNTY AND THE ENGINEER.
- ALL EXISTING CASTINGS FOR STRUCTURES TO BE ADJUSTED OR RECONSTRUCTED TO GRADE SHALL BE FIELD CHECKED AT THE TIME OF CONSTRUCTION AND MARKED SUITABLE FOR SALVAGE AND REUSE OR REPLACED.
- COMPACTED PREMIUM BACKFILL (MOOT CLASS II SAND) WILL BE REQUIRED AT ALL FILL AREAS OR ANY STREETS WHERE REMOVAL AND REPLACEMENT OF PAVEMENT IS REQUIRED AND FOR ALL UNDERGROUND CONSTRUCTION UNDER ANY DRIVEWAY OR PAVEMENT INCLUDING THE 45 DEGREE ANGLE OF INFLUENCE FROM THE OUTSIDE EDGE OF PAVEMENT OR TOP OF CURB. COMPACTION TESTS SHALL BE REQUIRED EVERY 50 FEET UNDER PAVEMENT. PAVEMENT INCLUDES, BUT NOT LIMITED TO, ROADWAY SURFACES, SIDEWALKS, BIKE WAYS, DRIVEWAYS, SHOULDRS, BUILDINGS, ETC.
- NO BUILDING MATERIAL, EQUIPMENT, VEHICLES OR CHEMICALS SHALL BE STORED OR PLACED OUTSIDE LIMITS OF WORK/DISTURBANCE.
- STORMWATER POLLUTION PREVENTION ITEMS SHALL BE IN PLACE PRIOR TO COMMENCING CLEARING OPERATIONS, EARTHWORK GRADING, OR ANY OTHER TYPE OF CONSTRUCTION ACTIVITY.
- ROOF DRAINS, FOUNDATION DRAINS AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
- CONSTRUCTION NOISE SHALL BE KEPT TO A MINIMUM DURING NIGHTTIME HOURS AND MUST COMPLY WITH MUNICIPAL CODE REQUIREMENTS.
- ALL TREES WITHIN THE GRADING LIMITS SHALL BE REMOVED UNLESS OTHERWISE NOTED.
- CONTRACTOR TO FIELD VERIFY AND SCOPE EXISTING SANITARY SEWER LATERAL, TO CONFIRM ELEVATION, SLOPE, LOCATION AND PHYSICAL CONNECTION TO PUBLIC SANITARY SEWER MAIN PRIOR TO CONNECTION OF NEW LATERAL SERVICE.
- ALL CONCRETE PAVEMENT OR CURB EDGES AT HOT MIX ASPHALT JOINTS SHALL BE IMMEDIATELY SEALED AFTER PAVING WITH A SUITABLE RUBBERIZED ASPHALT SEALANT PER MOST STANDARD CONSTRUCTION SPECIFICATIONS SECTION 502.
- ALL SITE WORK INCLUDING BUILDING PAD AND SITE PREPARATION, FOUNDATIONS, FLOORS, RETAINING WALLS, EXCAVATIONS, FILL PLACEMENT, UNSUITABLE SOIL EXCAVATION AND BACKFILL, GROUNDWATER MANAGEMENT, ASPHALT PAVEMENT, CONCRETE PAVEMENT AND QUALITY CONTROL TESTING SHALL COMPLY WITH THE REPORT OF GEOTECHNICAL INVESTIGATION FOR GELOCK HEAVY MOVERS PREPARED BY SME DATED 7/77/2025.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS 'PLAN' WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.



www.nederveld.com
800.222.1868

GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.275.5190

ANN ARBOR
3037 Miller Rd.
Ann Arbor, MI 48103
Phone: 734.929.6963

HOLLAND
730 Chicago Dr.
Holland, MI 49423
Phone: 616.393.0449

PREPARED FOR:
Gelock Heavy Movers
Richard Van Dam

450 Market Ave SW
Grand Rapids, MI 49503

REVISIONS:

Title: Site Plan Submittal
Drawn: Brad M. Checked: Rob B. Date: 07.16.2025

GELOCK HEAVY MOVERS

Details & Specifications

3901 Buchanan Ave SW
PART OF THE NORTHEAST 1/4 OF SECTION 24, T6N, R12W,
COUNTY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:

PROJECT NO:
24400600

SHEET NO:
C-500

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.

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GENERAL NOTE

- ALL CONSTRUCTION ACTIVITIES FOR SITES 30' (300 36TH ST SW) SHALL BE DONE IN ACCORDANCE WITH THE DECLARATION OF RESTRICTIVE COVENANT PER KENT COUNTY REGISTER OF DEED 20170831-0073657 DATED AUGUST 30, 2017.

- ALL CONSTRUCTION ACTIVITIES WITHIN THE 3901 BUCHANAN AVE SW (PP# 41-17-24-251-003) SHALL ADHERE TO THE DUE CARE REPORT PREPARED BY BARR ENGINEERING DATED 7/???, XX, 2025 AS PREPARED FOR THE GELOCK SITE.

NEDERVELD

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3037 Miller Rd.
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730 Chicago Dr.
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Phone: 616.393.0449

PREPARED FOR:
Gelock Heavy Movers
Richard Van Dam

450 Market Ave SW
Grand Rapids, MI 49503

REVISIONS:

Title: Site Plan Submittal
Drawn: Brad M. Checked: Rob B. Date: 07.16.2025

φ = 28" SILTY SAND OR CLAYEY SAND
LOAD CONDITION A NO LIVE LOAD SURCHARGE, NO BACK SLOPE, NO TOE SLOPE
3 BLOCK HIGH SECTION (3) 28" (712 mm) Blocks

PRELIMINARY
Professional Engineering Design
Required for Construction

Grade to drain surface water away from wall
Top block
Middle block (Typical)
Backfill per design requirements. Install in lifts and compact per project specifications.
Soakback = 1 1/2" (41 mm) (9" Wall Water Edge)
4'-0" (122 mm)
4'-0" (122 mm)
φ = 28"
Infill stone (No. 57 or equivalent) Fill between adjacent blocks (all blocks) Fill vertical core slot (FC blocks) Stone to extend at least 12" (305 mm) behind blocks.
Move blocks forward during installation to engage shear knobs (Typical)
Non-woven geotextile fabric (if specified by Engineer based on site soil conditions)
Drain (As specified by Engineer)
Solid bottom block
Leveling pad (As specified by Engineer)

This drawing is for reference only. Determination of the suitability and/or manner of use of any details contained in this document is the sole responsibility of the design engineer of record. Final project designs, including all construction details, shall be prepared by a licensed professional engineer using the actual conditions of the proposed site. Final wall design must address both internal and external drainage and all notes of wall stability.

DESIGNED BY: C. Kueger
APPROVED BY: J. Johnson
DATE: June 10, 2015
SHEET: 1 of 1

Preliminary Wall Section
Silty Sand or Clayey Sand, φ = 28"
No Live Load Surcharge, No Back Slope, No Toe Slope

REDI-ROCK
1880 CHESA PAVILION AVENUE, PETOSKEY, MI 49759
800.222.1868 • www.rockwall.com

Top of Wall Step Options

Stack bricks under back corner of Corner Garden block to keep block supported prior to backfilling
Grade drops along back and end of Corner Garden block

Alternate Garden Block Placement

Startcut and termin inside edge of Corner Garden block and fill with topsoil (Recommended)
Grade design along side of Corner Garden block

Top block
Middle block
Corner Garden block at end of each row (typical)

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DESIGNED BY: JRJ
APPROVED BY: JRJ
DATE: 06-22-2015
SHEET: 1 of 1

Top of Wall Step Options

REDI-ROCK
1880 CHESA PAVILION AVENUE, PETOSKEY, MI 49759
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Layout for Convex Curves and Radial Corners

Convex Layout (Outside Curve)
Place stone in joint between adjacent blocks
When blocks become too closely spaced, place fabric across joint at back of blocks

Concave Layout (Inside Curve)

Minimum radius for bottom row

Number of courses	Height of wall	Radius from face of block	Distance between blocks*
1	1'-0" (305 mm)	14'-0" (427 mm)	0.12' (3 mm)
2	2'-0" (610 mm)	14'-0" (427 mm)	0.21' (5 mm)
3	4'-0" (1220 mm)	14'-0" (427 mm)	0.30' (8 mm)
4	6'-0" (1830 mm)	15'-0" (457 mm)	0.38' (10 mm)
5	7'-0" (2130 mm)	15'-0" (457 mm)	0.47' (12 mm)
6	8'-0" (2430 mm)	15'-0" (457 mm)	0.55' (14 mm)
7	10'-0" (3050 mm)	15'-0" (457 mm)	0.63' (16 mm)
8	12'-0" (3660 mm)	15'-0" (457 mm)	0.68' (17 mm)
9	13'-0" (3960 mm)	15'-0" (457 mm)	0.70' (18 mm)
10	14'-0" (4260 mm)	16'-0" (488 mm)	0.70' (18 mm)
11	15'-0" (4560 mm)	16'-0" (488 mm)	0.82' (21 mm)
12	16'-0" (4860 mm)	16'-0" (488 mm)	0.82' (21 mm)
13	16'-0" (4860 mm)	16'-0" (488 mm)	0.88' (22 mm)
14	17'-0" (5160 mm)	16'-0" (488 mm)	0.88' (22 mm)
15	17'-0" (5160 mm)	16'-0" (488 mm)	1.01' (26 mm)

* Distance between blocks is measured at the back of 28" (712 mm) blocks and 24" (610 mm) blocks. This distance is measured in a single row. Minimum radius is controlling.

14'-0" (427 mm) is the minimum radius for the bottom row of a Redi-Rock wall. It occurs when all the blocks are placed tight together. A larger radius is required on the bottom row of a Redi-Rock wall to account for the batter between courses of blocks and still provide enough space to construct the top row of blocks.

This drawing is for reference only. Determination of the suitability and/or manner of use of any details contained in this document is the sole responsibility of the design engineer of record. Final project designs, including all construction details, shall be prepared by a licensed professional engineer using the actual conditions of the proposed site.

DESIGNED BY: VAB
APPROVED BY: DLH
DATE: 06-24-2021
SHEET: 1 of 1

Concave and Convex Curves Radial Corners Gravity Layout

REDI-ROCK
1880 CHESA PAVILION AVENUE, PETOSKEY, MI 49759
800.222.1868 • www.rockwall.com

Fence or Pedestrian Guard Connection Options

Grouted Connection (1 Block)
Grout fence or railing post in place
Felic core into top block

Grouted Connection (2 Blocks)
Grout fence or railing post in place
Flaid core into block in second course

Flange Bolted Connection
Flange base plate attached to top block with adhesive set anchor bolts

Moment Slab Connection
Fence or railing post
Core and grout or connect with flanged base plate
Reinforced concrete sidewalk

These generic pedestrian guard and fence details show a few potential options for their installation on the top of a Redi-Rock retaining wall. It is the design engineer's responsibility to fully design and detail the connection of the guard posts to the retaining wall blocks and ensure acceptable resistance to the applied forces. Redi-Rock blocks are plain concrete, without steel reinforcement.

This drawing is for reference only. Determination of the suitability and/or manner of use of any details contained in this document is the sole responsibility of the design engineer of record. Final project designs, including all construction details, shall be prepared by a licensed professional engineer using the actual conditions of the proposed site.

DESIGNED BY: JRJ
APPROVED BY: JRJ
DATE: 06-22-2015
SHEET: 1 of 1

Fence or Pedestrian Guard Connection Options

REDI-ROCK
1880 CHESA PAVILION AVENUE, PETOSKEY, MI 49759
800.222.1868 • www.rockwall.com

Fence or Pedestrian Guard Connection Locations

Front View
Fence or pedestrian guard post
Embossment depth as required to resist overturning forces on asperatures

Side View
Top block (Width per design)
Block in second row down

Connection Option #1
Anchor into the top block
Consider block lengths when determining post spacing
Weight of a single block available to resist overturning forces

Connection Option #2
Grout posts in V-shaped opening between top blocks
Spacing in multiples of 46 1/8 in (1172 mm)
Weight of a 2 adjacent blocks available to resist overturning forces

Connection Option #3
Core through top block and grout posts in V-shaped opening between lower blocks
Spacing in multiples of 46 1/8 in (1172 mm)
Weight of a 2 adjacent blocks on second level down and 3 top row blocks available to resist overturning forces

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DESIGNED BY: LSB
APPROVED BY: LSB
DATE: 06-18-2023
SHEET: 1 of 1

Fence or Pedestrian Guard Connection Locations

REDI-ROCK
1880 CHESA PAVILION AVENUE, PETOSKEY, MI 49759
800.222.1868 • www.rockwall.com

PRECAST OUTLET CONTROL STRUCTURE - O.C.S. #101

EACH SIDE OF WEIR WALL CALKED W/ POLYURETHANE ELECTROMETRIC SEALANT
WELDED IN PLACE
OUTLET CONTROL STRUCTURE (BELOW BAR GRATE)
1 1/2" X 1/2" STEEL BAR BENT TO FIT
7" X 1" KEYWAY EACH SIDE
24" INLET PIPE
36" OUTLET PIPE
18" HOLE INV. 667.86
5' DIA.
RIM = 673.50
TOP OF WEIR WALL 673.50
BAR GRATE
ALL JOINTS MADE WATER TIGHT WITH APPROVED MASTIC MATERIAL AND POINTED (TYP)
1-1/8" PVC SLEEVE THROUGH WEIR WALL INV. 667.86
BOTTOM 665.86
18" HOLE THROUGH WEIR WALL INV. 667.86
BOTTOM 665.86
5'
SET IN FULL MORTAR BED POINT UP ON INSIDE
PRECAST BOTTOM SHALL BE 3,000 PSI CONCRETE WITH 4" X 4" WIRE MESH

BAR GRATE DETAIL FOR O.C.S. #101

CROSS SECTION AA

NOTE 1: THE PRESERVER™ ENERGY DISSIPATOR WAS DESIGNED AND TESTED TO FUNCTION WITH OR WITHOUT A SKIMMER. DISSIPATORS & SKIMMERS CAN BE UTILIZED IN TANDEM OR INDEPENDENTLY.

NOTE 2: MINIMIZE ELEVATION DIFFERENCE BETWEEN INLET AND OUTLET INVERTS FOR THE PRESERVER™ TO FUNCTION AS DESIGNED.

NOTE 3: STOCK SKIMMERS HAVE A MINIMUM FREEBOARD DEPTH OF 1/2 D_o. FOR GREATER FREEBOARD DEPTHS, DESIGNERS CAN UPSIZE THE SKIMMER, OR USE A CUSTOMIZED SKIMMER. FOR CUSTOM DESIGNS, AND/OR PROJECT SPECIFIC DETAILS, CONTACT MOMENTUM.

Not to Scale

PRESEVER
877-773-0073 • www.MomentumEnv.com

Momentum ENVIRONMENTAL

THE PRESERVER™ STANDARD INSTALL DETAIL

ENERGY DISSIPATOR AND/OR SKIMMER

CONCEPTUAL PLAN DISCLAIMER: THIS GENERIC DETAIL DOES NOT ENCOMPASS THE BOND, FIT, AND APPLICATION OF THE PRESERVER™ TO THIS SPECIFIC PROJECT. IT ASSURES THAT THE STORMWATER SYSTEM DESIGN IS IN FULL COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. MOMENTUM ENVIRONMENTAL LLC DOES NOT APPROVE PLANS, BOND, OR SYSTEM DESIGN. THE DESIGN ENGINEER IS RESPONSIBLE FOR ALL DESIGN DECISIONS.

PLAN VIEW

FOR NEW MANHOLE CONSTRUCTION, CONTRACTOR TO MINIMIZE PIPE PROTRUSION (L)

REFER TO MANHOLE SIZING CHART TO ENSURE PROJECT SPECIFIC DESIGN FEASIBILITY

ENERGY DISSIPATOR¹
SKIMMER¹

NOTE 1: THE PRESERVER™ ENERGY DISSIPATOR WAS DESIGNED AND TESTED TO FUNCTION WITH OR WITHOUT A SKIMMER. DISSIPATORS & SKIMMERS CAN BE UTILIZED IN TANDEM OR INDEPENDENTLY.

CROSS SECTION AA

NOTE 2: MINIMIZE ELEVATION DIFFERENCE BETWEEN INLET AND OUTLET INVERTS FOR THE PRESERVER™ TO FUNCTION AS DESIGNED.

NOTE 3: STOCK SKIMMERS HAVE A MINIMUM FREEBOARD DEPTH OF 1/2 D_o. FOR GREATER FREEBOARD DEPTHS, DESIGNERS CAN UPSIZE THE SKIMMER, OR USE A CUSTOMIZED SKIMMER. FOR CUSTOM DESIGNS, AND/OR PROJECT SPECIFIC DETAILS, CONTACT MOMENTUM.

Not to Scale

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Momentum ENVIRONMENTAL

THE PRESERVER™ STANDARD INSTALL DETAIL

ENERGY DISSIPATOR AND/OR SKIMMER

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PLAN VIEW

FOR NEW MANHOLE CONSTRUCTION, CONTRACTOR TO MINIMIZE PIPE PROTRUSION (L)

REFER TO MANHOLE SIZING CHART TO ENSURE PROJECT SPECIFIC DESIGN FEASIBILITY

ENERGY DISSIPATOR¹
SKIMMER¹

NOTE 1: THE PRESERVER™ ENERGY DISSIPATOR WAS DESIGNED AND TESTED TO FUNCTION WITH OR WITHOUT A SKIMMER. DISSIPATORS & SKIMMERS CAN BE UTILIZED IN TANDEM OR INDEPENDENTLY.

CROSS SECTION AA

NOTE 2: MINIMIZE ELEVATION DIFFERENCE BETWEEN INLET AND OUTLET INVERTS FOR THE PRESERVER™ TO FUNCTION AS DESIGNED.

NOTE 3: STOCK SKIMMERS HAVE A MINIMUM FREEBOARD DEPTH OF 1/2 D_o. FOR GREATER FREEBOARD DEPTHS, DESIGNERS CAN UPSIZE THE SKIMMER, OR USE A CUSTOMIZED SKIMMER. FOR CUSTOM DESIGNS, AND/OR PROJECT SPECIFIC DETAILS, CONTACT MOMENTUM.

Not to Scale

PRESEVER
877-773-0073 • www.MomentumEnv.com

Momentum ENVIRONMENTAL

THE PRESERVER™ STANDARD INSTALL DETAIL

ENERGY DISSIPATOR AND/OR SKIMMER

CONCEPTUAL PLAN DISCLAIMER: THIS GENERIC DETAIL DOES NOT ENCOMPASS THE BOND, FIT, AND APPLICATION OF THE PRESERVER™ TO THIS SPECIFIC PROJECT. IT ASSURES THAT THE STORMWATER SYSTEM DESIGN IS IN FULL COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. MOMENTUM ENVIRONMENTAL LLC DOES NOT APPROVE PLANS, BOND, OR SYSTEM DESIGN. THE DESIGN ENGINEER IS RESPONSIBLE FOR ALL DESIGN DECISIONS.

GELOCK HEAVY MOVERS

Details & Specifications

3901 Buchanan Ave SW
PART OF THE NORTHEAST 1/4 OF SECTION 24, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:

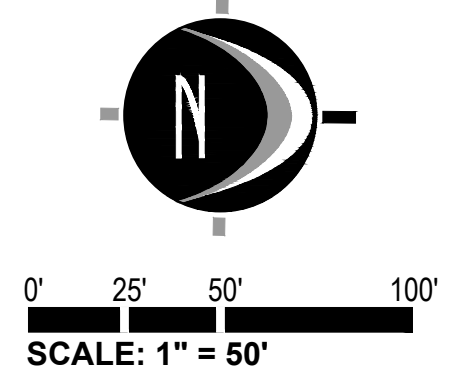
STATE OF MICHIGAN
ROBERT J. BERENDS
LICENSED PROFESSIONAL ENGINEER
License No. 6201041559

PROJECT NO:
24400600

SHEET NO:
C-501

PREPARED FOR:
 Gelock Heavy Movers
 Richard Van Dam
 450 Market Ave SW
 Grand Rapids, MI 49503

REVISIONS:
 Title: Site Plan Submittal
 Drawn: Brad M. Checked: Rob B. Date: 07.16.2025



LEGEND

[Pattern]	EXISTING BITUMINOUS
[Pattern]	EXISTING CONCRETE
[Pattern]	PROPOSED BITUMINOUS (STANDARD DUTY)
[Pattern]	PROPOSED BITUMINOUS (HEAVY DUTY)
[Pattern]	PROPOSED CONCRETE (STANDARD DUTY)
[Pattern]	PROPOSED CONCRETE (HEAVY DUTY)

LANDSCAPE SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES					
[Symbol]	A2	Abies concolor 'Conical'	Conical White Fir	10' Hgt.	9
[Symbol]	A2	Acer x fraxinaria 'Jefferson' TM	Autumn Blaze Freeman Maple	2.5' cal.	2
[Symbol]	A6	Amelanchier laevis 'JFS-A6'	Spring Plum/Alegheny Serviceberry	2.5' cal.	12
[Symbol]	02	Cercis canadensis 'Forest Pansy'	Forest Pansy Eastern Redbud	2.5' cal.	16
[Symbol]	09	Ginkgo biloba 'Pinceton Sentry'	Pinceton Sentry Maidenhair Tree	2.5' cal.	12
[Symbol]	L1	Linderostron tulipifera	Tulip Poplar	2.5' cal.	7
[Symbol]	PI2	Picea glauca 'Dorset'	Black Hills White Spruce	8' Hgt.	65
SHRUBS					
[Symbol]	Bg	Buxus x 'S810P'	NewGen Independence® Boxwood	#5	38
[Symbol]	Hb	Hydrangea paniculata 'L'VOR87'	Bobo Panicle Hydrangea	#5	47
[Symbol]	Hw	Nepeta x faassenii 'Walker's Low'	Walker's Low Catmint	#2	152

LANDSCAPE CALCULATIONS

FRONT YARD LANDSCAPE: SEC. 90-328.1 (*ADDITIONAL LANDSCAPE DENSITY PER DEVELOPMENT AGREEMENT)

AND AUTO PLANT PROPERTY DEVELOPMENT SEC. 90-424B

*3 TREES PER 50 LF FRONTAGE W/ MIN OF 10% OF FRONTAGE LANDSCAPED	
BUCHANAN AVE: 1,100 LF = 69 TREES REQUIRED	PROPOSED: 74 TREES
40TH STREET: 490 LF = 30 TREES REQUIRED	PROPOSED: 33 TREES
1 TREE PER 50 LF FRONTAGE W/ MIN OF 10% OF FRONTAGE LANDSCAPED	
HOLTWOOD STREET: 500 LF = 10 TREES REQUIRED	PROPOSED: 12 TREES
PARKING LOT LANDSCAPE: SEC. 90-328.2	
1 CANOPY TREE & 1 LANDSCAPE ISLAND PER 50 SPACES.	
PARKING TOTAL: 73 SPACES = 7350 = 1.46 = 1 TREE AND ISLAND REQUIRED	PROPOSED: FOUR PARKING LOT ISLANDS A 4 SHADE TREES

LANDSCAPE NOTES

- PLANTING NOTES:**
- ALL PLANT MATERIAL SHALL BE LOCALLY NURSERY GROWN NO. 1 GRADE AND INSTALLED ACCORDING TO ACCEPTED PLANTING PROCEDURES. ALL PLANT MATERIALS SHALL MEET CURRENT AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS. DO NOT PLANT MATERIALS UNTIL DIRECTED BY OWNER, LANDSCAPE ARCHITECT, AND/OR CONSTRUCTION MANAGER. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL, FOR ANY REASON BEFORE OR AFTER IT IS INSTALLED.
 - SIZES SPECIFIED ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE INSTALLED.
 - ANY PLANT SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT.
 - MAINTENANCE OF LANDSCAPING ITEMS, TREES, AND PLANTS SHALL BE PERFORMED BY THE PROPERTY OWNER OR A QUALIFIED PROFESSIONAL. ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH APPLICABLE MUNICIPAL STANDARDS AND IN ACCORDANCE WITH CURRENT INDUSTRY STANDARDS IN A NEAT, HEALTHY AND WEED FREE CONDITION. ANY DEAD, DISEASED OR DAMAGED PLANT MATERIALS ARE TO BE REPLACED IMMEDIATELY AFTER NOTIFIED TO DO SO.
 - PLANT TREES AND SHRUBS IN ACCORDANCE WITH PLANTING DETAILS. DIG TREE PITS PER DETAILS. PLANT TREES AND SHRUBS AT THE SAME GRADE LEVEL AT WHICH THEY WERE GROWN AT THE NURSERY. IF HEAVY CLAY SOILS ARE EVIDENT, PLANT TREES AND SHRUBS HIGHER, APPROX. 1/4 OF THE ROOT BALL ABOVE GRADE, AND BACKFILL TO TOP OF ROOT BALL.
 - REMOVE ALL TWINE, WIRE, NURSERY TREE GUARDS, TAGS AND INORGANIC MATERIAL FROM ROOT BALLS. REMOVE THE TOP 1/3 OF BURLAP FROM EARTH BALLS AND REMOVE BURLAP FROM AROUND TRUNK.
 - FINELY SHREDED HARDWOOD BARK MULCH, NATURAL COLOR (NON-COLORED), IS REQUIRED FOR ALL PLANTINGS AND PLANTING BEDS. MULCH PER PLANTING DETAILS. MULCH IN PLANT BEDS SHALL BE 3" THICK AT TIME OF INSPECTION AND AFTER COMPACTED BY RAIN OR IRRIGATION. ALL PLANTING BEDS SHALL BE EDGED WITH 6" X 12 GAUGE STEEL LANDSCAPE EDGING.
 - LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES. IF A CONFLICT WITH UTILITIES EXIST, NOTIFY OWNER/CONSTRUCTION MANAGER PRIOR TO PLANTING.
 - PLANT MATERIAL SHALL BE GUARANTEED FOR ONE YEAR AFTER PLANTING AND ACCEPTANCE.
- TOPSOIL AND TURF NOTES:**
- WHEREVER GROUND IN ITS NATURAL STATE HAS BEEN DISTURBED, APPROVED LANDSCAPING OR GRASS SHALL BE FULLY INSTALLED, AND ESTABLISHED WITHIN A REASONABLE PERIOD OF TIME, BUT NO LONGER THAN ONE GROWING SEASON UNLESS OTHERWISE NOTED AND APPROVED.
 - DURING EXCAVATION, GRADING, AND INSTALLATION OF REQUIRED LANDSCAPING, ALL SOIL EROSION AND SEDIMENTATION CONTROL REGULATIONS SHALL BE STRICTLY FOLLOWED AND COMPLIED WITH.
 - ALL LAWN AREAS SHALL RECEIVE SOD OR HYDROSEED. TURF SHALL BE INSTALLED ON TOPSOIL UNLESS APPROVED OTHERWISE. DO NOT PLANT UNTIL ACCEPTANCE OF FINISH GRADE.
 - SOD SHALL BE GROWN ON TOPSOIL UNLESS APPROVED OTHERWISE. SOD SHALL BE 2 YEARS OLD AND STRONGLY ROOTED. PLACE SOD TIGHTLY WITH NO GAPS AND WITH GRASS IN SAME DIRECTION. SEAMS OF SOD SHALL BE STAGGERED IN A RUNNING BOND PATTERN. SOD SHALL BE WATERED IMMEDIATELY TO AVOID DRYING OUT. DO NOT INSTALL SOD UNTIL ACCEPTANCE OF FINISH GRADE AND IRRIGATION SYSTEM IS OPERATING PROPERLY UNLESS DIRECTED IN WRITING TO DO OTHERWISE. FINISH ROLL SOD WITH A WATER FILLED LAWN ROLLER, ROLL PERPENDICULAR TO LENGTH OF SOD.
 - TURF SHALL BE INSTALLED ON A MIN. OF 3"-4" OF LIGHTLY COMPACTED APPROVED TOPSOIL. TOPSOIL SHALL BE FERTILE, SCREENED, FRIABLE TOPSOIL FREE OF STONES 1/2" IN DIA. AND LARGER ROOTS, STICKS, OR OTHER EXTRANEIOUS MATERIAL INCLUDING NOXIOUS PLANTS. PH BETWEEN 6.0 AND 6.5. SHALL'S 500 PARTS PPM. ORGANIC CONTENT 3% MIN. DO NOT INSTALL TOPSOIL UNTIL APPROVED BY OWNER/C.M. TOPSOIL SHALL BE FINE GRADED TO A SMOOTH FINISH, FREE OF LUMPS AND DEPRESSIONS.
 - ALL LANDSCAPE ISLANDS WITHIN PARKING LOTS SHALL BE BACK FILLED WITH TOPSOIL TO A DEPTH OF 10" MIN.
- IRRIGATION NOTES:**
- ALL PLANTING AREAS, LAWN AREAS AND LANDSCAPE ISLANDS SHOWN ARE TO HAVE A COMPLETE IRRIGATION SYSTEM. THE G.C. SHALL BE RESPONSIBLE FOR RETAINING A QUALIFIED FIRM FOR THE DESIGN OF THE IRRIGATION SYSTEM. THE DESIGN MUST SHOW HOW THE SYSTEM TIES INTO THE BUILDING AND MUST SHOW ALL OF THE NECESSARY EQUIPMENT FOR A COMPLETE SYSTEM. THE G.C. SHALL SUBMIT THE IRRIGATION SYSTEM DESIGN TO THE ARCHITECT/OWNER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.

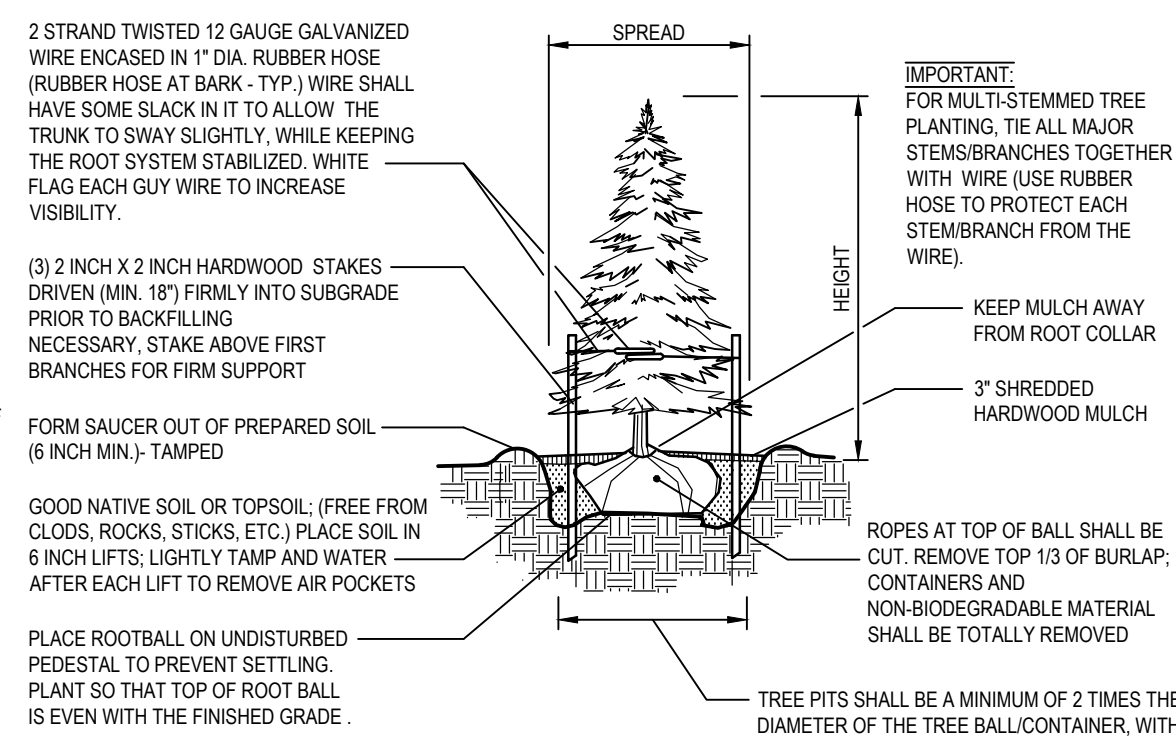


UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

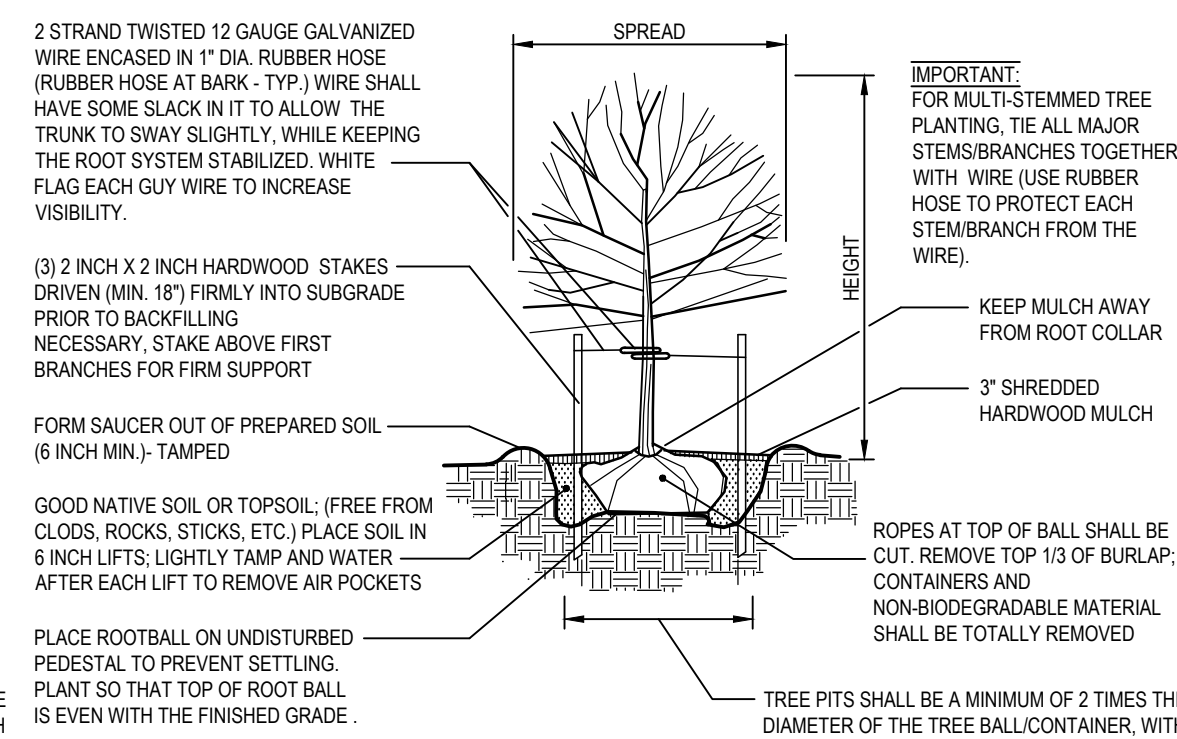
NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLAN" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.



LOCATION MAP
NOT TO SCALE

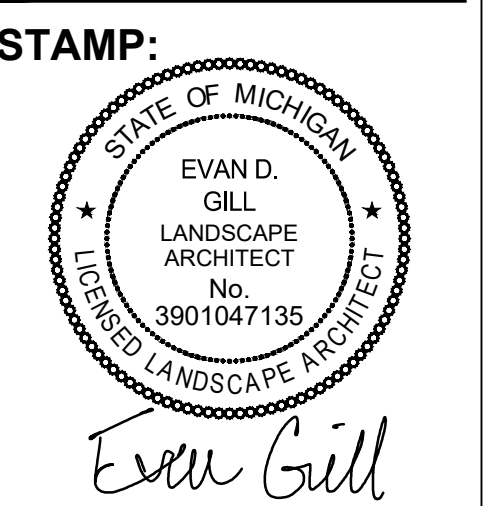


TYPICAL EVERGREEN TREE PLANTING DETAIL
N.T.S.



TYPICAL TREE PLANTING DETAIL
N.T.S.

GELOCK HEAVY MOVERS
 Landscape Plan
 3901 Buchanan Ave SW
 PART OF THE NORTHEAST 1/4 OF SECTION 24, T6N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN



PROJECT NO:
24400600

SHEET NO:
L-100

NEW FACILITY FOR:
GELOCK HEAVY MOVERS
300 36TH STREET SW, WYOMING

ISSUED FOR:
07/17/2025 SITE PLAN REVIEW FOR
07-15-25 DRAFT FOR REVIEW

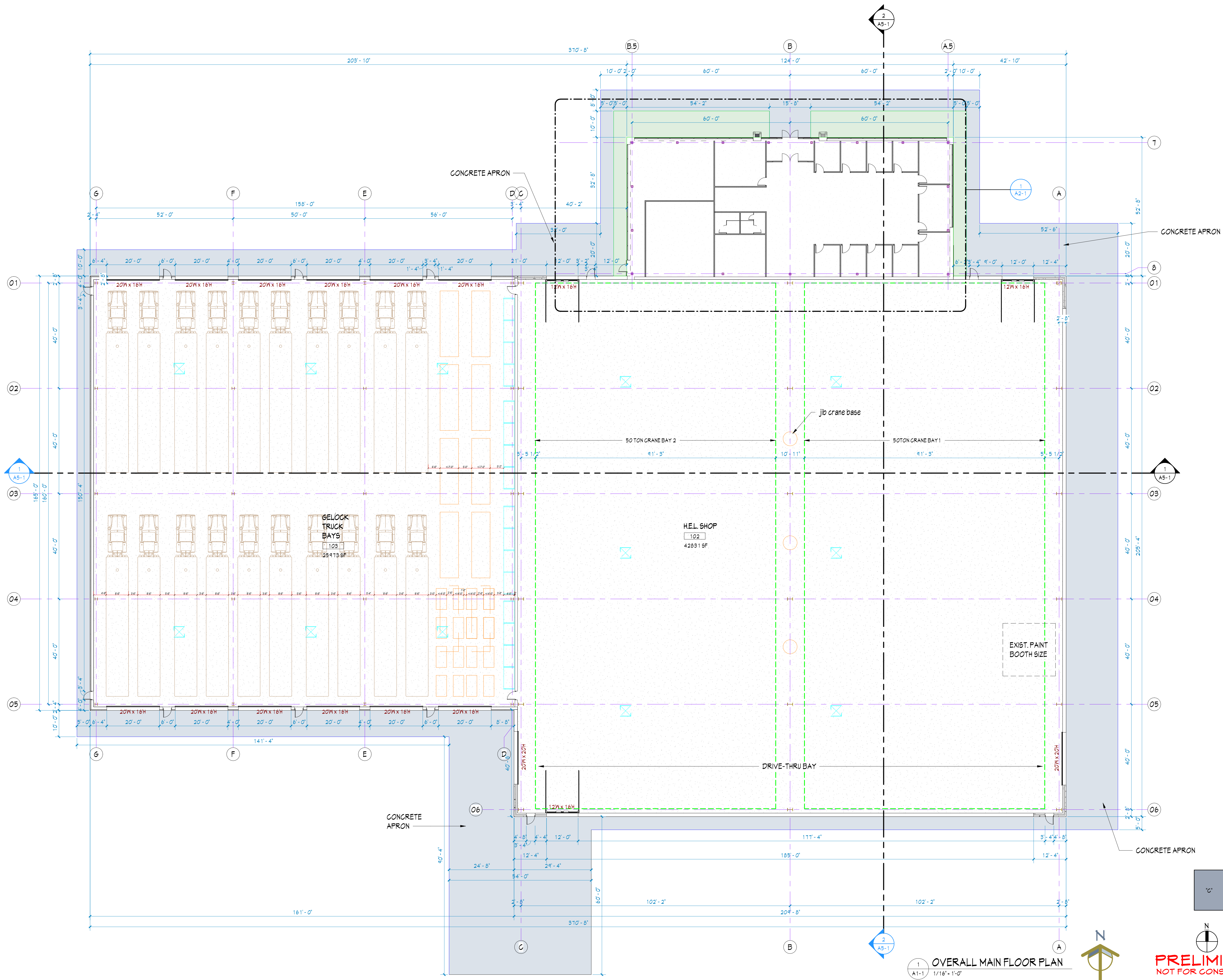
DRAWN: JR

PROJECT #: 30-044420

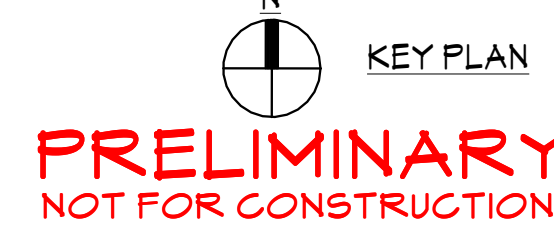
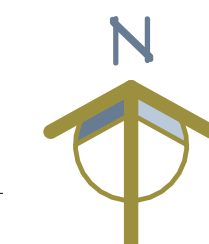
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DRAWING NO:

A1-1



1 OVERALL MAIN FLOOR PLAN
A1-1 1/16" = 1'-0"



PRELIMINARY
NOT FOR CONSTRUCTION

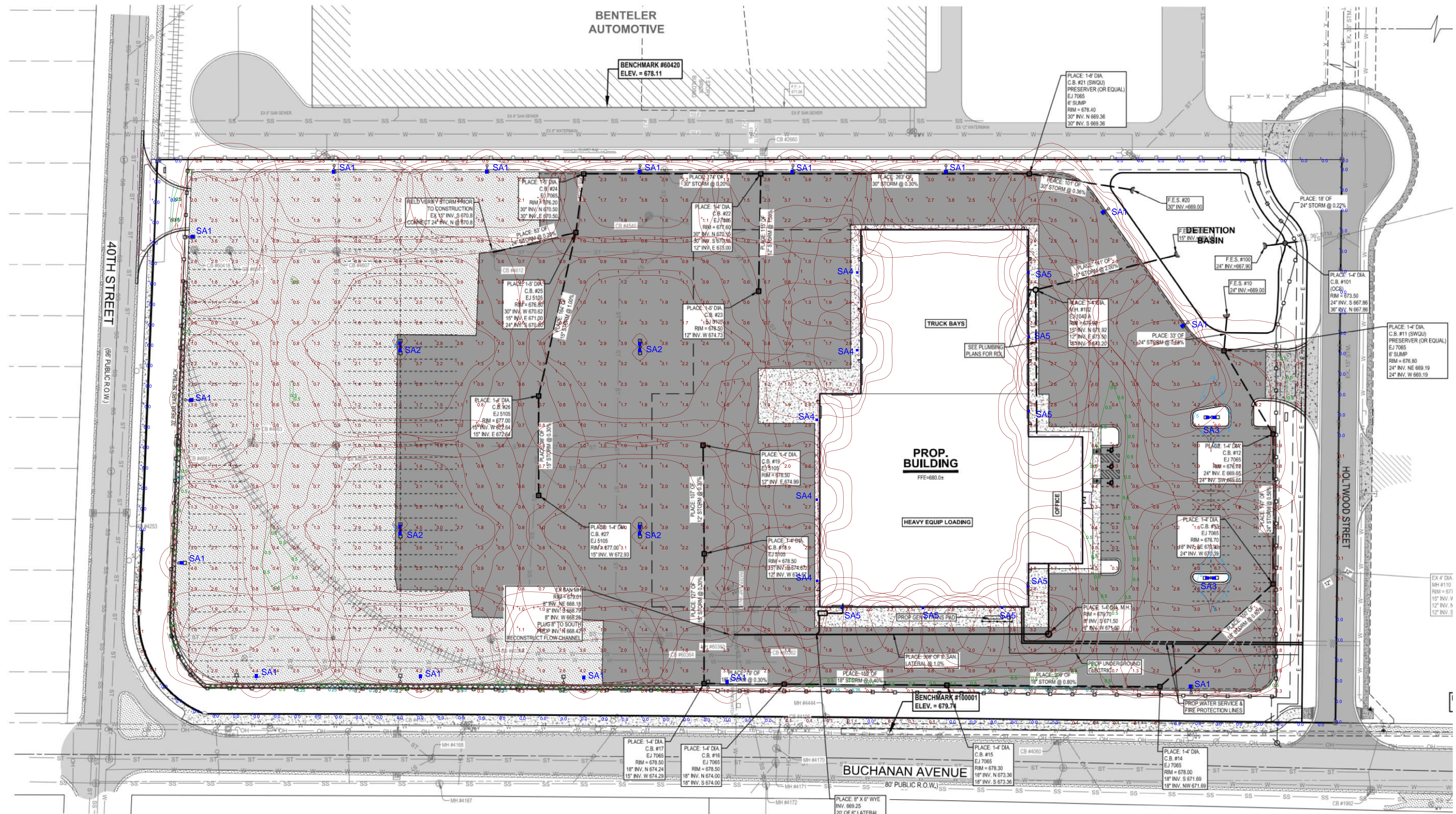


Statistics				
Description	Avg	Max	Min	Max/Min
Parking Lot(Copy)(Copy)	1.7 fc	8.0 fc	0.0 fc	N/A
Property Line(Copy)(Copy)	0.1 fc	0.7 fc	0.0 fc	N/A

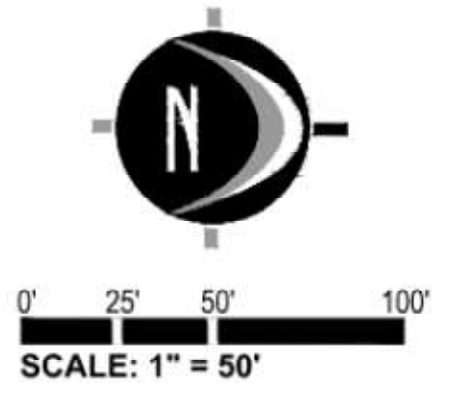
Note

- SA1 25ft poles
- SA2 35ft poles
- SA3 25ft poles
- SA4 25ft on building
- SA5 25ft on building

Schedule				
Label	QTY	Catalog Number	Description	Wattage
SA1	15	PRV-XL-PA3B-740-U-T4W-HSS	PREVAIL AREA AND ROADWAY LUMINAIRE (3) 70 CRI, 4000K, 980mA LIGHT ENGINES WITH 24 LEDS AND TYPE IV WIDE OPTICS WITH HOUSE SIDE SHIELD	234
SA2	4	PRV-XL-PA3B-740-U-T4W	PREVAIL AREA AND ROADWAY LUMINAIRE (3) 70 CRI, 4000K, 980mA LIGHT ENGINES WITH 24 LEDS AND TYPE IV WIDE OPTICS	468
SA3	2	PRV-XL-PA3A-740-U-T4W	PREVAIL AREA AND ROADWAY LUMINAIRE (3) 70 CRI, 4000K, 750mA LIGHT ENGINES WITH 24 LEDS AND TYPE IV WIDE OPTICS	344
SA4	5	GWC-SA2C-740-U-T4FT	GALLEON WALL LUMINAIRE (2) 70 CRI, 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE IV FORWARD THROW OPTICS	113
SA5	7	GWC-SA2C-740-U-T4W	GALLEON WALL LUMINAIRE (2) 70 CRI, 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE IV WIDE OPTICS	113



GELOCK HEAVY MOVERS
 Lighting Photometrics
 3901 Buchanan Ave SW



Designer
 Date 07/16/2025
 Scale Not to Scale
 Drawing No.
 Summary



Project	Catalog #	Type
Prepared by	Notes	Date



Lumark

Prevail Discrete LED

Area / Site Luminaire

Product Features



Product Certifications



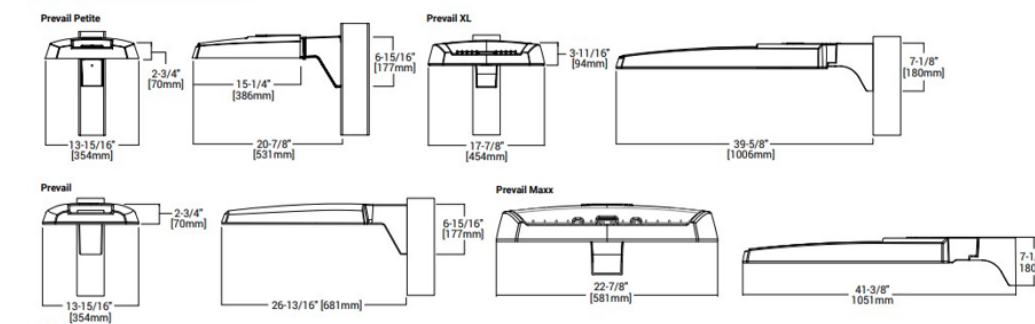
Interactive Menu

- Ordering Information page 2
- Mounting Details page 3
- Optical Configurations page 5
- Product Specifications page 5
- Energy and Performance Data page 6
- Control Options page 8

Quick Facts

- Direct-mounted discrete light engine for improved optical uniformity and visual comfort
- Lumen packages range from 4,300 - 68,000 nominal lumens (30W - 550W)
- Replaces 70W up to 1,000W HID equivalents
- Efficacies up to 157 lumens per watt
- Standard universal quick mount arm with universal drill pattern

Dimensional Details



COOPER Lighting | P5500055N page 1 July 1, 2025 10:59 PM

Project	Catalog #	Type
Prepared by	Notes	Date



McGraw-Edison

GWC Galleon Wall

Wall Mount Luminaire

Product Features



Product Certifications



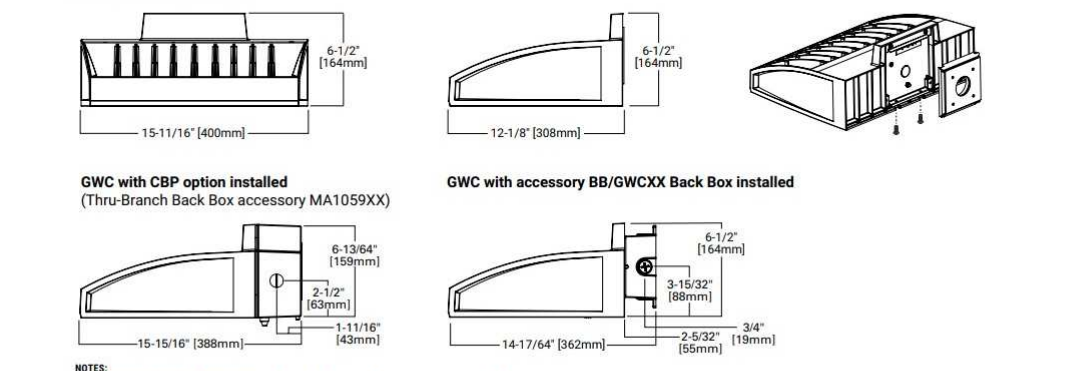
Interactive Menu

- Ordering Information page 2
- Product Specifications page 2
- Optical Configurations page 3
- Energy and Performance Data page 4
- Control Options page 6

Quick Facts

- Choice of thirteen high-efficiency, patented AccuLED Optics
- Downward and inverted wall mounting configurations
- Eight lumen packages from 3,215 up to 17,056
- Efficacies up to 154 lumens per watt

Dimensional Details



COOPER Lighting | P5500082N page 1 May 22, 2024 12:16 PM

GELOCK HEAVY MOVERS
Lighting Photometrics
3901 Buchanan Ave SW

Designer
Date 07/16/2025
Scale Not to Scale
Drawing No. Summary

RESOLUTION NO. _____

RESOLUTION FOR ELECTION TO COMPLY WITH
SECTION 4 OF PUBLIC ACT 152 OF 2011

WHEREAS:

1. Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act, establishes limits on a public employer's expenditures for employee medical benefit plans.
2. Section 4 of the Act provides that each year, by a majority vote of its governing body, a public employer may elect to comply with the Act by not paying more than 80% of the total annual costs of all the medical benefit plans it offers or contributes to for its employees and elected public officials, instead of complying with the specified dollar amount "hard caps" under Section 3 of the Act.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council elects to comply with Section 4 of Public Act 152 of 2011 instead of Section 3.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held September 2, 2025.

Kelli A. VandenBerg, City Clerk

ATTACHMENTS:

Staff Report

Public Act 152 of 2011

Public Act 51 of 1951, section 18j

Resolution No. _____

Staff Report

Date: August 4, 2025
Subject: Resolution to Comply with Public Act 152 of 2011
From: Kim Klaassen, Assistant Director of Human Resources
Cc: Emily Vande Griend, Director of Human Resources
Meeting Date: September 2, 2025

Purpose

It is recommended City Council adopt the resolution to comply with Section 4 of Public Act 152 of 2011 (PA152).

The Council resolution complying with PA152 is also used in the compliance process for Public Act 51 of 1951, which provides funding for roads through the Michigan Transportation Fund.

Alignment with the Strategic Plan

- PILLAR – Stewardship

Discussion

PA152, the Publicly Funded Health Insurance Contribution Act, establishes limits on a public employer's expenditures for employee medical benefit plans. Since the inception of the Act, the City has complied with the Act by Council resolution confirming the City pays for no more than 80% of the annual cost of the medical benefit plan (illustrative plan premium for the City's self-funded plan). Employees pay the remaining 20% of the cost of the premium for health insurance, which is also negotiated into each of the City's five union contracts.

Act 51, which provides road funding, requires the City to submit documentation of compliance with PA152 on their "Annual Certification of Employee-related Conditions" form. This resolution is provided as documentation of compliance with PA152 for Public Act 51. Failure to adopt this resolution could jeopardize the City's road funding.

Budget Impact

There is no impact.

Attachments: Resolution
Public Act 152 of 2011
Public Act 51 of 1951, section 18j

PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT
Act 152 of 2011

AN ACT to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

The People of the State of Michigan enact:

15.561 Short title.

Sec. 1. This act shall be known and may be cited as the "publicly funded health insurance contribution act".

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.562 Definitions.

Sec. 2. As used in this act:

(a) "Designated state official" means:

(i) For an election affecting employees and officers in the judicial branch of state government, the state court administrator.

(ii) For an election affecting senate employees and officers, the secretary of the senate.

(iii) For an election affecting house of representatives employees and officers, the clerk of the house.

(iv) For an election affecting legislative council employees, the legislative council.

(v) For an election affecting employees in the state classified service, the civil service commission.

(vi) For an election affecting executive branch employees who are not in the state classified service, the state employer.

(b) "Flexible spending account" means a medical expense flexible spending account in conjunction with a cafeteria plan as permitted under the federal internal revenue code of 1986.

(c) "Health savings account" means an account as permitted under section 223 of the internal revenue code of 1986, 26 USC 223.

(d) "Local unit of government" means a city, village, township, or county, a municipal electric utility system as defined in section 4 of the Michigan energy employment act of 1976, 1976 PA 448, MCL 460.804, an authority created under chapter VIA of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.108 to 259.125c, or an authority created under 1939 PA 147, MCL 119.51 to 119.62.

(e) "Medical benefit plan" means a plan established and maintained by a carrier, a voluntary employees' beneficiary association described in section 501(c)(9) of the internal revenue code of 1986, 26 USC 501, or by 1 or more public employers, that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits, for public employees or elected public officials. Medical benefit plan does not include benefits provided to individuals retired from a public employer or a public employer's contributions to a fund used for the sole purpose of funding health care benefits that are available to a public employee or an elected public official only upon retirement or separation from service.

(f) "Medical benefit plan costs" does not include a payment by the public employer to an employee or elected public official in lieu of medical benefit plan coverage and, for a medical benefit plan coverage year beginning after the later of January 1, 2014 or the effective date of the amendatory act that added this subdivision, includes, but is not limited to, all of the following:

(i) Any amount that the public employer pays directly or indirectly for the assessment levied pursuant to the health insurance claims assessment act, 2011 PA 142, MCL 550.1731 to 550.1741.

(ii) Insurance agent or company commissions.

(iii) Any additional amount the public employer is required to pay as a fee or tax under the patient protection and affordable care act, Public Law 111-148, as amended by the federal health care and education reconciliation act of 2010, Public Law 111-152.

(g) "Medical benefit plan coverage year" means the 12-month period after the effective date of the contractual or self-insured medical coverage plan that a public employer provides to its employees or public officials.

(h) "Public employer" means this state; a local unit of government or other political subdivision of this state; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district, as those terms are

defined in sections 4 to 6 of the revised school code, 1976 PA 451, MCL 380.4 to 380.6; a community college or junior college described in section 7 of article VIII of the state constitution of 1963; or an institution of higher education described in section 4 of article VIII of the state constitution of 1963.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 269, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 269 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature and is curative and retroactive as to the exclusion of funding for health care benefits that are available only upon either retirement or separation from service from the definition of medical benefit plan and as to the exclusion of payments in lieu of medical benefit plan coverage from medical benefit plan costs."

15.563 Public employer contribution to medical benefit plan; limitation on amount; allocation of payments; adjustment of maximum payment.

Sec. 3. (1) Except as otherwise provided in this act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees and elected public officials with single-person coverage, \$11,000.00 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage, plus \$15,000.00 times the number of employees and elected public officials with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2012. A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit. By October 1 of each year after 2011 and before 2019, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States Consumer Price Index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics. By April 1 of each year after 2018, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States Consumer Price Index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics.

(2) For a medical benefit plan coverage year beginning January 1, 2014 through December 31, 2014, the multiplier used to calculate the maximum public employer payment under subsection (1) is \$12,250.00 for employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage. The state treasurer shall adjust the multiplier each year as provided in subsection (1).

(3) For purposes of calculating a public employer's maximum total annual medical benefit plan costs under subsection (1), "employee or elected public official" does not include an employee or elected public official who declines the medical benefit plan offered or contributed to by the public employer.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 270, Imd. Eff. Dec. 30, 2013;—Am. 2018, Act 477, Imd. Eff. Dec. 27, 2018.

Compiler's note: Enacting section 1 of Act 270 of 2013 provides:

"Enacting section 1. Section 3(1) and (3) of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.563, as amended or added by this amendatory act, clarifies the original intent of the legislature that a public employee or elected official who declines the public employer's medical benefit plan coverage is not an employee or elected public official for purposes of calculating the public employer's maximum total annual medical benefit plan costs. These amendments are curative and apply retroactively."

15.564 Public employer contribution to medical benefit plan; limitation on percentage of annual costs; allocation of employees' share of total costs.

Sec. 4. (1) By a majority vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a public employer, excluding this state, may elect to comply with this section for a medical benefit plan coverage year instead of the requirements in section 3. The designated state official may elect to comply with this section instead of section 3 as to medical benefit plans for state employees and state officers.

(2) For medical benefit plan coverage years beginning on or after January 1, 2012, a public employer shall pay not more than 80% of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. For purposes of this subsection, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary-paid copayments, coinsurance, deductibles,

other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care. For purposes of this section, each elected public official who participates in a medical benefit plan offered by a public employer shall be required to pay 20% or more of the total annual costs of that plan. The public employer may allocate the employees' share of total annual costs of the medical benefit plans among the employees of the public employer as it sees fit.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 271, Imd. Eff. Dec. 30, 2013.

15.565 Collective bargaining agreement or other contract in effect; inconsistent terms.

Sec. 5. (1) If a collective bargaining agreement or other contract that is inconsistent with sections 3 and 4 is in effect for 1 or more employees of a public employer on September 27, 2011, the requirements of section 3 or 4 do not apply to an employee covered by that contract until the contract expires. A public employer's expenditures for medical benefit plans under a collective bargaining agreement or other contract described in this subsection shall be excluded from calculation of the public employer's maximum payment under section 4. The requirements of sections 3 and 4 apply to any extension or renewal of the contract.

(2) A collective bargaining agreement or other contract that is executed on or after September 27, 2011 shall not include terms that are inconsistent with the requirements of sections 3 and 4.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 272, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 272 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature that September 27, 2011 is the date on and after which a new contract must comply with this act. This amendatory act is curative and applies retroactively."

15.566 Deduction by public employer.

Sec. 6. A public employer may deduct the covered employee's or elected public official's portion of the cost of a medical benefit plan from compensation due to the covered employee or elected public official. The employer may condition eligibility for the medical benefit plan on the employee's or elected public official's authorizing the public employer to make the deduction.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.567 Applicability of requirements to medical benefit plans of public employees and elected public officials; scope; effect of certain sections found to be invalid.

Sec. 7. (1) The requirements of this act apply to medical benefit plans of all public employees and elected public officials to the greatest extent consistent with constitutionally allocated powers, whether or not a public employee is a member of a collective bargaining unit.

(2) If a court finds the requirements of section 3 to be invalid, the expenditure limit in section 4 shall apply to a public employer that does not exempt itself under section 8, except that the requirement for a majority vote of the governing body of the public employer in section 4 shall not apply. If a court finds section 4 to be invalid, the expenditure limit in section 3 shall apply to each public employer that does not exempt itself under section 8.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.568 Exemption from act; extension; exceptions.

Sec. 8. (1) By a 2/3 vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a local unit of government may exempt itself from the requirements of this act for the next succeeding medical benefit plan coverage year.

(2) A 2/3 vote of the governing body of the local unit of government prior to the beginning of each succeeding medical benefit plan coverage year is required to extend an exemption under this section.

(3) An exemption under this section is not effective for a city with a mayor who is both the chief executive and chief administrator, unless the mayor also approves the exemption.

(4) An exemption under this section is not effective for a county with a county executive who is both the chief executive and chief administrator, unless the county executive also approves the exemption.

(5) An exemption under this section is not effective for a city with a population greater than 600,000.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 273, Imd. Eff. Dec. 30, 2013;—Am. 2014, Act 184, Imd. Eff. June 20, 2014.

15.569 Noncompliance by public employer; penalty.

Sec. 9. If a public employer fails to comply with this act, the public employer shall permit the state treasurer to reduce by 10% each economic vitality incentive program payment received under 2011 PA 63 and the department of education shall assess the public employer a penalty equal to 10% of each payment of

any funds for which the public employer qualifies under the state school aid act of 1979, 1979 PA 94, MCL 388.1601 to 388.1772, during the period that the public employer fails to comply with this act. Any reduction setoff or penalty amounts recovered shall be returned to the fund from which the reduction is assessed or upon which the penalty is determined. The department of education may also refer the penalty collection to the department of treasury for collection consistent with section 13 of 1941 PA 122, MCL 205.13.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

STATE TRUNK LINE HIGHWAY SYSTEM (EXCERPT)
Act 51 of 1951

247.668j Annual certification that certain employee-related conditions met; failure to make certification; withholding distributions to local road agency; website.

Sec. 18j. (1) Beginning September 30, 2015, each local road agency shall annually certify to the department that it satisfies 1 of the following conditions with respect to employees:

(a) The local road agency has developed and publicized an employee compensation plan that the local road agency intends to implement with any new, modified, or extended contract or employment agreements for employees not covered under contract or employment agreement. The employee compensation plan that each local road agency plans to achieve shall be posted on a publicly accessible internet site and shall be submitted to the department. At a minimum, the employee compensation plan shall include all of the following:

(i) New employee hires who are eligible for retirement plans are placed on retirement plans that cap annual employer contributions at 10% of base salary for employees who are eligible for social security benefits. For employees who are not eligible for social security benefits, the annual employer contribution is capped at 16.2% of base salary.

(ii) For defined benefit pension plans, a maximum multiplier of 1.5% for all employees who are eligible for social security benefits, except, if postemployment health care is not provided, the maximum multiplier shall be 2.25%. For all employees who are not eligible for social security benefits, a maximum multiplier of 2.25%, except, if postemployment health care is not provided, the maximum multiplier shall be 3.0%. This subparagraph does not apply to years of service accrued prior to September 30, 2013, or to contracts entered into prior to September 30, 2013.

(iii) For defined benefit pension plans, final average compensation for all employees is calculated using a minimum of 3 years of compensation and shall not include more than a total of 240 hours of paid leave. Overtime hours shall not be used in computing the final average compensation for an employee. This subparagraph does not apply to years of service accrued prior to September 30, 2013, or to contracts entered into prior to September 30, 2013.

(iv) Health care premium costs for new employee hires shall include a minimum employee share of 20%; or, an employer's share of the local health care plan costs shall be cost competitive with the new state preferred provider organization health plan, on a per-employee basis.

(b) The local road agency complies with 1 of the following:

(i) A local road agency that offers medical benefits to its employees or elected public officials shall certify to the department by September 30, 2015 that it is in compliance with the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.561 to 15.569. For purposes of this subparagraph, dental and vision coverages are not considered medical benefits. The department shall develop a certification process and method for local road agencies to follow. A local road agency shall indicate in a certification under this subparagraph whether it has exempted itself from the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.561 to 15.569, as provided in section 8 of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.568.

(ii) A local road agency that does not offer medical benefits to its employees or elected public officials shall certify to the department by September 30, 2015 that it does not offer medical benefits to its employees or elected public officials. For purposes of this subparagraph, dental and vision coverages are not considered medical benefits. The department shall develop a certification process and method for local road agencies to follow.

(2) If a local road agency does not make the certification required under subsection (1), the department may withhold all or part of the distributions to the local road agency from the Michigan transportation fund under this act. A withholding under this subsection shall continue for the period of noncompliance with subsection (1) by the local road agency.

(3) A county road commission shall maintain a searchable website accessible by the public at no cost that includes, but is not limited to, all of the following:

(a) Current fiscal year budget.

(b) The number of active employees of the county road commission by job classification and wage rate.

(c) A financial performance dashboard that contains information on revenues, expenditures, and unfunded liabilities. The county road commission may link to financial information provided by the Michigan transportation asset management council.

(d) The names and contact information for the governing body of the county road commission.

(e) A copy of the certification required by subsection (1).

(4) The department shall maintain a searchable website accessible by the public at no cost. A website

maintained by the department under this subsection shall include, but is not limited to, the following:

- (a) Current fiscal year budget.
- (b) The number of active employees of the department by job classification and wage rate.
- (c) A financial performance dashboard that contains information on revenues, expenditures, and unfunded liabilities. The department may link to financial information provided by the Michigan transportation asset management council.
- (d) The names and contact information for the governing body of the department.
- (5) A county road commission may develop and operate its own website to provide the information required under subsection (3), or the county road commission may reference this state's central transparency website as the source for the information required under subsection (3). If a county road commission does not have a website, the county road commission may post the information required under subsection (3) on the website for the county within which the county road commission is located or on the website of a statewide road association of which the county road commission is a member.

History: Add. 2012, Act 506, Imd. Eff. Dec. 28, 2012;—Am. 2014, Act 301, Imd. Eff. Oct. 9, 2014.

Compiler's note: Former MCL 247.668j, which pertained to pledge for annual debt service requirements and to successive borrowings, was repealed by Act 234 of 1987, Imd. Eff. Dec. 28, 1987.

Popular name: McNitt Act

Popular name: Michigan Transportation Fund Act

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AUTOMATIC AID AGREEMENT BETWEEN THE CITY OF WYOMING AND BYRON TOWNSHIP PROVIDING EMERGENCY APPARATUS RESPONSE FOR STRUCTURE FIRES AND HIGHWAY INCIDENTS.

WHEREAS:

1. As detailed in the attached Staff Report and automatic aid agreement, it is recommended the City Council accept the written agreement to provide emergency apparatus response to highway incidents and structure fires to a specific geographic area within Byron Township.
2. Each agency will provide staff and apparatus to respond in a specific geographic area for highway incidents and structure fire response.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council does hereby accept the automatic aid agreement between Byron Township and the City of Wyoming providing automatic aid for highway incidents and structure fire response in a specific geographic area within Byron Township and the City of Wyoming.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held September 2, 2025.

Kelli VandenBerg, City Clerk

ATTACHMENTS:

Staff Report
Automatic Aid Agreement

Resolution No. _____

STAFF REPORT

Date: August 18, 2025
Subject: Automatic Aid Agreement
From: Dennis Van Tassell, Fire Chief
CC: Deputy Public Safety Chief, Kip Snyder
Public Safety Chief, Kim Koster
Meeting Date: September 2, 2025

RECOMMENDATION:

It is recommended that City Council authorize an agreement between the Byron Township Fire Department, and the City of Wyoming Fire Department to provide automatic aid to each other for highway incidents and structure fire response. Each fire department will automatically respond with a fire apparatus to a pre-determined district to assist with highway incidents and/or fire suppression.

ALIGNMENT WITH STRATEGIC PLAN:

- Safety
 - Goal 1 - Implement proactive public safety initiatives
- Stewardship
 - Goal 2 - Enhance efficiency of city operations

DISCUSSION:

The City of Wyoming entered into an emergency automatic aid agreement extension through the Mutual Aid Box Alarm System (MABAS) in December 2023. The intent of this agreement is to commit to providing assistance to one another in the event of an emergency.

With the opening of the Division Avenue Fire Station, the Wyoming Fire Department now has available personnel and equipment to assist the Byron Township Fire Department in fire suppression on the north side of their township and also highway related incidents. In exchange, the Byron Township Fire Department will provide fire suppression assistance to the south side of the City of Wyoming and highway related

incidents. The automatic aid agreement will benefit both entities in reaching maximum effectiveness and efficiency.

The Wyoming Fire Department will respond to structure fires, with one Battalion Chief (Car 3), and one machine and at least two personnel, to the general geographic area of 6000-7600 Burlingame to the west Byron Township limits. In addition, Wyoming Utility 4 (Blocker) will respond to highway incidents in Byron Township in the general geographic area of 6000-6800 Southbound US 131, and the Southbound US 131 ramp to Westbound M-6.

The Byron Township Fire Department will respond to the general geographic area of 5200-6000 Division Avenue to the west Wyoming City limits.

BUDGET IMPACT:

There is no budget impact to this agreement.

Attachment(s):

Resolution
MABAS Agreement
Box Card Map

WYOMING FIRE DEPARTMENT
&
BYRON TOWNSHIP FIRE DEPARTMENT
FIRE SERVICE AUTOMATIC AID AGREEMENT
FOR STRUCTURE FIRE AND HIGHWAY INCIDENT RESPONSE

THIS AGREEMENT made and entered into by the City of Wyoming and Byron Township on September 2, 2025.

WHEREAS, the parties are located in geographic proximity to each other; and

WHEREAS, it is to their mutual advantage and benefit that each other of the parties agree to provide supplemental Fire Response for specific incidents through Initial Emergency Automatic Aid response using full time, part time, and paid on call personnel; and

WHEREAS, the parties are authorized to enter into this agreement by virtue of the provisions of Act 35 of Michigan Public Acts of 1951, as amended, being MSA 5.4081 et seq., MCLA 124.1 et seq.; and Act 7 of Michigan Public Acts of 1967, Extra Session, as amended, being MSA 5.4088(1), MCLA 124.501 et seq.

NOW, THEREFORE, the parties agree:

1. To provide Initial Emergency Automatic Aid Response to structure fires and highway incidents in designated areas, in accordance with this Agreement and adopted protocols as provided for herein.
2. With respect to any response, overall authority and responsibility shall remain with the Incident Commander of the jurisdiction in which the response takes place.
3. No party to this Agreement shall be required to compensate any other party to this Agreement for services provided. The mutual advantages and benefits afforded by this Agreement are considered adequate compensation to all parties. However, nothing in this Agreement prohibits any party from recovering from third parties its costs or the costs of other participating jurisdictions pursuant to local ordinances.
4. All costs incurred as a result of providing Initial Emergency Automatic Aid, including, without limitation, wage and disability payments, pension and Workmen's Compensation claims, damage to equipment and clothing and medical expenses of personnel shall be paid by the jurisdiction regularly employing such personnel and/or providing regular wages and benefits or owning such equipment.
5. It is mutually understood that each of the parties, their officers, agents and employees, in carrying out this Agreement are engaged in a governmental function as defined in Act 170 of Public Acts of 1964, as amended, are entitled to all immunities under the law and are acting pursuant to and under the authority granted by Michigan law.
6. It is the intent of this Agreement that each party shall bear sole responsibility for the acts or omissions of its personnel or agents in providing Initial Emergency Automatic Aid Response services pursuant to this Agreement. Each party shall indemnify and hold

harmless all other parties, their officers, agents and employees against all claims or liabilities, including attorney's fees, caused by a negligent act or omission of the indemnifying party, its officers, agents or employees in the performance of non-performance of providing Initial Emergency Automatic Aid Response services pursuant to this Agreement.

7. To carry public liability insurance covering the acts or omissions of its respective fire department and their officers, agents, and employees in the performance of services provided for herein.
8. This Agreement is not intended to benefit any third party or create a special relationship or duty of any nature with or to any third party and no third party shall have any right of action hereunder for any cause whatsoever.
9. This Agreement shall become effective upon approval and signature by the governing bodies of the participating jurisdictions. The clerk of each participating jurisdiction shall be provided with a signed copy of this agreement.
10. Any party to this Agreement may withdraw at any time by providing thirty (30) days prior written notice of withdrawal to all other parties.
11. This Agreement shall be in addition to any existing mutual aid or automatic aid agreement between any of the signed parties.
12. This Agreement may be amended at any time. An amendment must be made in writing and signed by all parties to become effective.
13. This Agreement constitutes the complete Agreement and understanding between the parties regarding all matters detailed herein. This Agreement shall be construed, governed and controlled by the laws of the State of Michigan.
14. If any provision or portion of this Agreement is held invalid, or otherwise not enforceable under applicable statute or rule of law, only that provision or portion shall be deemed omitted from this Agreement and only to the extent which is held invalid. The remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties through their respective Mayor or Manager first thereunto duly authorized by their governing body/s.

Witnessed by	Date	Authorized Signature,	Title
		City of Wyoming	

Witnessed by	Date	Authorized Signature,	Title
		Byron Township	

FIRE DEPARTMENT INITIAL EMERGENCY AUTOMATIC AID RESPONSE PROTOCOL

- Boundaries of designated response areas for the Wyoming Fire Department.
 - a. Wyoming Fire Department will respond to structure fires, with one Battalion Chief (Car 3), and one machine and at least two personnel, in the general geographic area of 6000-7600 Burlingame to the west Byron Township limits. This will include Byron Township Fire Department Box Cards 10, 12, 13, 15, and 20.
 - b. Wyoming Utility 4 will respond to highway incidents in the general geographic area of: 6000-6800 Southbound US 131, and the Southbound US 131 ramp to Westbound M-6.
- Boundaries of designated response areas for the Byron Township Fire Department.
 - a. The Byron Township Fire Department will respond to structure fires in the general geographic area of 4400-6000 Burlingame to the west Wyoming City limits. This will include Wyoming Fire Department Box Cards 11, 15, 20, 24, 37, 39, and 41. Byron Township will also respond to incidents on Northbound US 131 from the 6000-5400 block within Wyoming Fire Box Card 4.

On December 20, 2023 the members of Kent County Fire Chief's / MABAS 3603 Division reviewed the MABAS 3603 Agreement. The Agreement was approved by the members to continue the commitment of the Agreement to each member the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety.



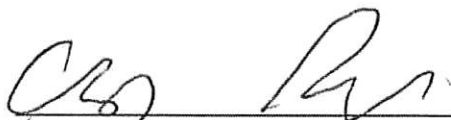
Ada Township Fire Department



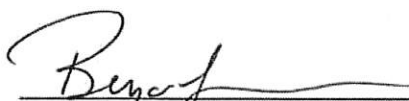
Algoma Township Fire Department



Alpine Township Fire Department



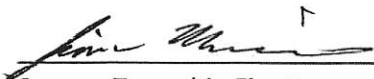
Bowne Township Fire Department



Byron Township Fire Department



Caledonia Township Fire Department



Cannon Township Fire Department



Cascade Township Fire Department




Cedar Springs Fire Department



Courtland Township Fire Department

Dutton/Cutlerville Fire Department

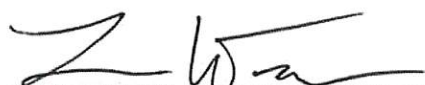
East Grand Rapids Public Safety Department



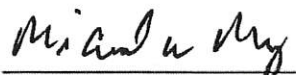
Gerald R. Ford Airport Fire Department



Grand Rapids Fire Department



Grand Rapids Township Fire Department



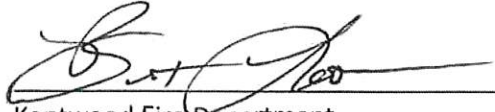
Grandville Township Fire Department



Grattan Township Fire Department



Kent City/Tyrone Township Fire Department



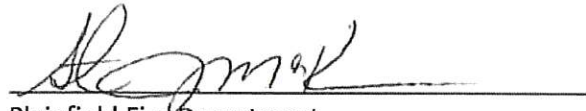
Kentwood Fire Department



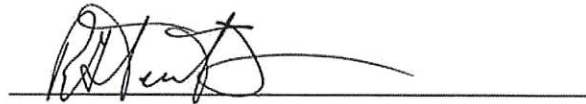
Lowell Fire Department



Oakfield Township Fire Department



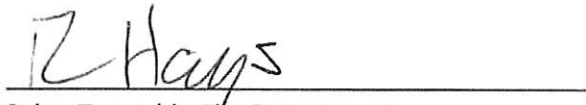
Plainfield Fire Department



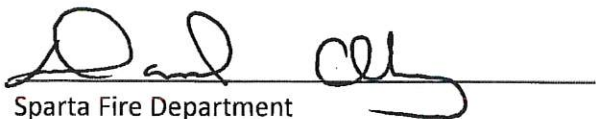
Rockford Department of Public Safety



Sand Lake Fire Department



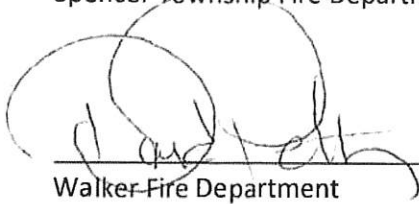
Solon Township Fire Department



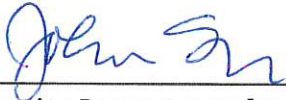
Sparta Fire Department



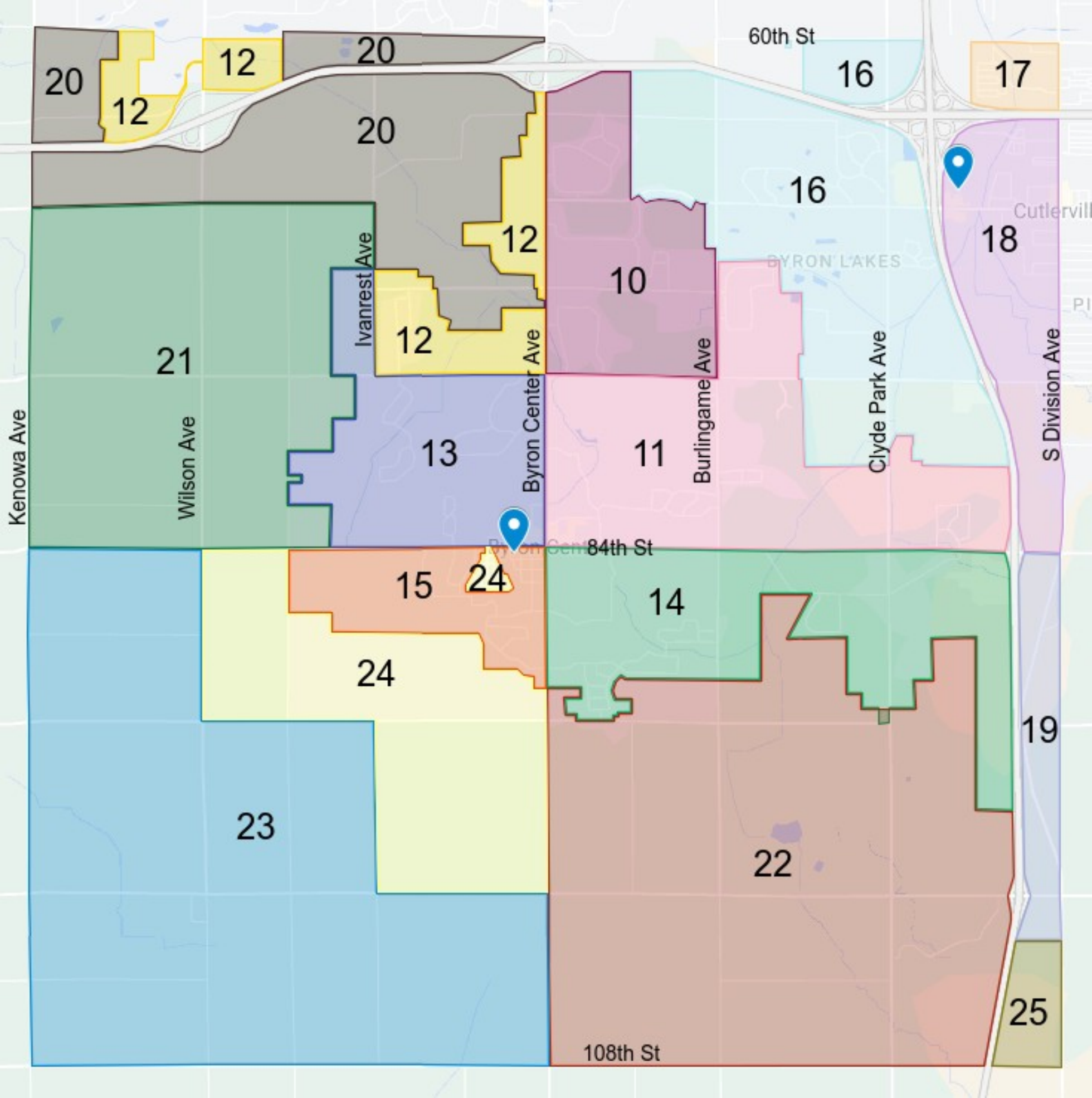
Spencer Township Fire Department



Walker Fire Department



Wyoming Department of Public Safety



RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH WELL SERVICES
AND ACCEPT QUOTATIONS FOR FUTURE WELL SERVICES

WHEREAS:

1. As detailed in the attached staff report, construction of the third transmission main requires the groundwater table to be temporarily lowered below the pipeline trench by dewatering.
2. Wells in the area where the transmission main is installed may be temporarily or permanently impacted requiring prompt attention.
3. The City requested quotations for companies to perform well inspections, well repairs, and temporary water services as required.
4. It is recommended City Council accept quotations received by King Water Wells and Dyer Well Drilling and Services, Inc. at the unit prices listed in the attached contracts with a total amount not to exceed \$750,000.00.
5. It is also recommended City Council concur with and authorize payment for the well inspections that were previously performed during this project.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from King Water Wells.
2. City Council accepts a proposal from Dyer Well Drilling and Services, Inc.
3. City Council concurs and authorizes payment for well inspections that were previously performed during the project.
4. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

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

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Summary Letter
Contract/Quotations

Resolution No. _____

STAFF REPORT

Date: August 20, 2025
Subject: Well Services for Third Transmission Main
From: Jaime Fleming, Superintendent
CC: Aaron Vis, Director of Public Works
Meeting Date: September 2, 2025

RECOMMENDATION:

It is recommended that the City Council accept the quotations for well services for the Third Transmission Main project as provided by King Water Wells and Dyer Well Drilling and Services, Inc., at the unit prices as listed on the attached tabulation, with a not to exceed amount of \$750,000.00. Staff additionally request concurrence of well inspection costs that have previously occurred as part of the Third Transmission Main project.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
 - GOAL 2 – Improve city infrastructure and reliability.
 - OBJECTIVE 1 – Complete third transmission main.

DISCUSSION:

Construction of the Third Transmission Main requires the groundwater table to be lowered by dewatering to below the depth of the pipe installation. In certain areas, several homes and businesses have wells located near the construction corridor that may be temporarily or permanently impacted by the dewatering process.

Prior to the start of dewatering, the wells identified to have the highest probability of being affected will undergo an inspection and water quality testing to establish their baseline condition. Inspection of the wells along the earliest sections of construction began recently so the work can be completed before the start of dewatering.

During construction, wells that experience diminished or interrupted functionality because of dewatering will be promptly evaluated and repaired. In addition, a temporary water source will be provided until well function is restored.

On June 27, 2025, a request for quote was sent to eight companies. No quotes were received by the July 8, 2025 deadline. The original eight companies and an additional six companies were then contacted to secure pricing for the needed services. The two responsive companies were interviewed to ensure their understanding of the project. The quoted prices are detailed in the tabulation below.

The needed services will be site specific and dependent upon the conditions encountered at any given well location. The contracted companies are required to seek City approval in writing before performing any service.

Based on the initial investigation, up to 24 wells were identified as having the highest potential to be impacted by the dewatering work. Staff intend to use the lowest unit pricing as much as possible; however, since some of this work will be done on an emergency basis, it is recommended that the quotations from both companies be accepted. Additionally and given the extremely unknown nature and extent of the work, staff are requesting authorization to spend up to \$750,000. This estimated amount was determined based on worst case assumptions; actual costs are expected to be much less.

Due to the extended length of time and efforts needed to obtain well services pricing, and since construction of the third transmission main in the areas being dewatered is occurring nearly a month earlier than was originally scheduled, several well inspections were necessary prior to contract approval by City Council. Therefore, staff are also requesting concurrence of this work, which was performed at the unit costs listed in the attached contracts.

BUDGET IMPACT:

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

Attachments:

Contracts

Well Services Summary Letter

TABULATION:

Owner: City of Wyoming			1st	2nd
Project Title: Water Transmission Main No. 3, Well Services			Dyer Well Drilling & Serv, Inc 7300 Millett Hwy Lansing, MI 48917	King Water Wells 10634 14 Mile Rd NE Rockford, MI 49341
Last Updated: August 8, 2025		Project #: 2180630		
Item No.	Description	Unit	Unit Price	Unit Price
1	Well Inspection	Ea	\$400.00	\$2,000.00
2	Well Repair			
2a	Fixed Price Quote	LS	Quoted per Repair	Quoted per Repair
2b	Lower Existing Pump	Ea	\$300.00	\$1,250.00 (Lemco seal add \$300)
2c	Additional Drop Pipe to Service Lowered Pump	Ft	\$10.00	\$10.00 (PVC DP+Wire)
3	Temporary Water Service (Per well)			
3a	Daily Rental (up to 3 days)	Day	\$250.00	\$2,000.00
3b	Weekly Rental (up to 3 weeks)	Week	\$1,500.00	\$2,500.00
3c	Monthly Rental	Month	\$2,500.00	\$3,500.00
3d	Mobilization/Demobilization (one LS per well)	LS	\$500.00	\$5,000.00*
3e	Daily Monitoring and Tank Refill	Day	\$300.00	\$1,000.00

Annual Escalator (not to exceed, applied to work completed after December 31st of the previous year)

_____ % _____ %

Note from Dyer Well - not every well can be evaluated per the spec. As much detail as can be had will be documented.

*Winter Rate to mitigate freezing of temporary setup: add \$1,500.00 to mobilize/demobilize. To set up indoors add \$4,000.00 to hookup and heat outdoors.

August 13, 2025
 2180630

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

RE: Water Transmission Main No. 3, Phase 1 – Well Services

Dear Jaime:

Construction of the subject project is scheduled to begin soon. To install the transmission main (TM), the groundwater table will need to be temporarily lowered below the pipeline trench by dewatering. Houses in the area where the TM will be installed are currently served by wells and these wells may be temporarily or permanently impacted by the temporary lowering of the groundwater table.

To allow for prompt attention to potential well issues, the City of Wyoming desires to have well drilling companies under contract to perform the following services: well inspection, well repairs, and temporary water service.

On June 27, 2025, a request for quote (RFQ) was sent to eight well drilling companies via email with responses due to the City by July 8, 2025. No quotes were received by the July 8 deadline.

Subsequently, the original eight well drilling companies and an additional six well drilling companies were contacted directly to further discuss the scope and secure pricing. The table below summarizes the responses from the well drilling companies communicated with.

Company	Location	Response
Broekhuis Bros Well Drilling	Holland, MI	Too busy.
Hecksel Brothers Well Drilling	Holland, MI	Too busy.
Koops Well Drilling	Holland, MI	Too busy.
Raymer Company	Marne, MI	Too busy.
Rosendall Well Drilling LLC	Lowell, MI	Too busy.
North Kent Well and Pump Inc	Cedar Springs, MI	Not interested.
Northern Pump and Well	Lansing, MI	Do not service residential wells.
Peerless Midwest Inc	Mishawaka, IN	Typically do not service residential wells.
Central Wells & Pumps LLC	Muskegon, MI	No response.
Wahlfield Drilling Co Inc	Comstock Park, MI	No response.
West Shore Well Drilling	Zeeland, MI	No response.
Buer Well Drilling Inc	Caldonia, MI	Interested – No quote received.
Dyer Well Drilling & Serv Inc	Lansing, MI	Quote received.
King Water Wells	Rockford, MI	Quote received.

Ms. Fleming
August 13, 2025
Page 2

The two responsive well drilling companies, Dyer Well Drilling & Serv Inc and King Water Wells, were contacted to confirm their project understanding. Based on the conversation, both responders appear to have a good understanding of the project.

Individual well inspection, repair, and temporary water service needs will depend on site specific conditions. Pricing received is subject to change based on the conditions encountered. The well drilling company is required to seek City approval in writing prior to performing any service.

If you have any questions, feel free to contact us.

Sincerely,

Prein&Newhof



Steve Taplin, P.E.

SPT/LRS

Enclosure(s): Quote Tabulation

Quote Tabulation

Owner: City of Wyoming			1st	2nd
Project Title: Water Transmission Main No. 3, Well Services			Dyer Well Drilling & Serv, Inc 7300 Millett Hwy Lansing, MI 48917	King Water Wells 10634 14 Mile Rd NE Rockford, MI 49341
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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: King water wells
[Name of contracting entity]
A Michigan LLC
[State and type of entity, e.g., corporation, limited liability company, etc.]
10634 14 mile rd
[Contractor's street address]
Rockford, mi 49341
[Contractor's city, state & zip]

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

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

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

- If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
- This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor:

By: _____
John Shay, City Manager

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

Date signed: _____, 20__

Date signed: August 8, 2025, 20__

Approved as to form:

Heather Chapman, Deputy City Attorney

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

4. Qualifications. Contractor represents and promises that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**

Quote Sheet

Owner:	City of Wyoming
Project Title:	Water Transmission Main No. 3, Well Services
Quote Date & Time:	Project #:
July 8, 2025 at 5:00 PM (local time)	2180630

Item No.	Description	Unit	Unit Price
1	Well Inspection	Ea	<u>\$2000.00</u>
2	Well Repair		
2a	Fixed Price Quote	LS	<u>Quoted per Repair</u>
2b	Lower Existing Pump	Ea	<u>\$1250.00(Lemco seal add \$300)</u>
2c	Additional Drop Pipe to Service Lowered Pump	Ft	<u>\$10/ft (PVC DP+Wire)</u>
3	Temporary Water Service (Per well)		
3a	Daily Rental (up to 3 days)	Day	<u>\$2,000.00</u>
3b	Weekly Rental (up to 3 weeks)	Week	<u>\$2,500.00</u>
3c	Monthly Rental	Month	<u>\$3,500.00</u>
3d	Mobilization/Demobilization (one LS per well)	LS	<u>\$5,000.00*</u>
3e	Daily Monitoring and Tank Refill	Day	<u>\$1,000.00</u>

Annual Escalator (not to exceed, applied to work completed after December 31st of the previous year) _____ %

*Winter Rate to mitigate freezing of temp. setup: add \$1,500.00 to mob/demob. to setup indoors add \$4000.00 to hookup and heat outdoors.

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:

Dyer Well Drilling & Services, Inc
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g. corporation, limited liability company, etc.]
7300 Millet Hwy Lansing MI 48917
[Contractor's street address]

[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 all comply with the Standard Terms. Waived or modified conditions are as follows:

None

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

Heather Chapman, Deputy City Attorney

Contractor:

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

Date signed: 07/15, 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 Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

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

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

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

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

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**

Quote Sheet

Owner:

City of Wyoming

Project Title:

Water Transmission Main No. 3, Well Services

Quote Date & Time:

July 8, 2025 at 5:00 PM (local time)

Project #:

2180630

Item No.	Description	Unit	Unit Price
1	Well Inspection	Ea	400
2	Well Repair		
2a	Fixed Price Quote	LS	Quoted per Repair
2b	Lower Existing Pump	Ea	300
2c	Additional Drop Pipe to Service Lowered Pump	Ft	10/ft
3	Temporary Water Service (Per well)		
3a	Daily Rental (up to 3 days)	Day	250
3b	Weekly Rental (up to 3 weeks)	Week	1500
3c	Monthly Rental	Month	2500.
3d	Mobilization/Demobilization (one LS per well)	LS	500
3e	Daily Monitoring and Tank Refill	Day	300

Annual Escalator (not to exceed, applied to work completed after December 31st of the previous year)

%

** NOTE - Not every well can be excavated per the Spec. As much detail as can be had will be documented*

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR THE PURCHASE AND INSTALLATION
OF A SLUDGE BASIN MIXER VARIABLE FREQUENCY DRIVE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Buist Electric, Inc. for the purchase and installation of a Drinking Water Plant sludge basin mixer variable frequency drive from Buist Electric in the total estimated amount of \$14,735.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Buist Electric for the purchase and installation of a sludge basin mixer variable frequency drive.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: August 13, 2025
Subject: VFD for Sludge Basin Mixer
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Aaron Vis, Director of Public Works
Meeting Date: September 2, 2025

RECOMMENDATION:

It is recommended that the City Council accept the proposal for the purchase and installation of a DWP sludge basin mixer variable frequency drive (VFD) from Buist Electric, Inc. in the amount of \$14,735.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant (DWP) utilizes conventional treatment to treat water from Lake Michigan. In this process, alum and polymer are added to the raw water to cause tiny particles to clump together, forming larger, heavier particles called floc. These floc particles settle to the bottom of the basins, creating a sludge blanket. This sludge blanket must then be removed and dewatered.

In 2008, the State of Michigan required the collected sludge be processed for disposal rather than being placed in outside drying beds. Sludge processing involves multiple steps: collection, thickening, storage, dewatering with two centrifuges, and final disposition in a landfill.

During storage, the sludge is mixed to prevent it from turning septic and ensure a consistent feed to the centrifuges. Over time, it has become clear that the singular high speed of the current mixer breaks apart the floc and negatively impacts dewatering efficiency. Installation of a Variable Frequency Drive (VFD) will improve sludge mixing during storage and improve the efficiency of the centrifuges.

Research indicates that the ability to slow the mixer and adjust speed based on floc characteristics will significantly improve the dewatering process. A VFD will allow for this speed

control, resulting in decreased costs due to reduced chemical usage, lower energy usage, and improved water removal.

Plant staff engaged with two electrical contractors to develop a scope of work for adding a mixer VFD. Each contractor conducted a site visit, reviewed the requirements, and provided input for a successful project. After refining the scope, both contractors submitted proposals, as summarized in the following tabulation.

Upon evaluation, both proposals met the scope of work, and Buist Electric was identified as the lowest bidder. Buist Electric has successfully completed many electrical projects for the utility plants, and staff are confident in their ability to perform this work.

TABULATION:

Bidder Name	Bid Amount
Buist Electric, Inc	\$14,735.00
Parkway Electric	\$25,656.00

BUDGET IMPACT:

Adequate funds exist in Drinking Water Plant account #591-537-55300-930.

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: Buist Electric, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2 - 84th Street SW
[Contractor's street address]
Byron Center, MI 49315
[Contractor's city, state & zip]

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

Effective Date means: August 5, 2025. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:



Gregory T. Stremers, City Attorney

Buist Electric, Inc.

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

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

Date signed: August 11, 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 Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

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

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

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

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

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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



Electrical | Technology | Engineering

July 25, 2025

Quotation #: **OP-2568414**

Dan Kleinheksel
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

RE: City of Wyoming Donald K. Shine Drinking Water Plant - Holland, MI
VFD for Thickening Sludge Holding Basin Mixer

Buist has reviewed the requirements of the project and will provide labor, material, and equipment to complete the project, as follows:

- Provide and install a Nema 12 enclosure with ventilation for new VFD. Enclosure to be big enough to accommodate a future second VFD.
- Provide and install Allen-Bradley PowerFlex 753, 30 HP VFD.
- Provide Safe Torque Off Card and Remote HIM Display Module mounted in panel door.
- Provide conduit and wiring for reworking of existing motor feeds to VFD from MCC.
- Provide conduit and wiring for reworking controls from MCC to new VFD.
- Provide and install conduit and wiring from VFD to PLC enclosure with (2) 2-conductor cables.
- Provide and install (2) additional conductors from MCC to remote push button located near motor using existing conduit.
- Provide (1) E-stop and replace start push button with illuminated push button in existing push button station located by motor.
- Provide VFD parameter setup and commissioning.
- Provide wire terminations, voltage testing and verifying phase rotation.

Clarifications

- The existing 50-amp breaker located in MCC will be used to feed new VFD.
- Fusible disconnect near VFD is not included.

Total **Bid** Price: **\$14,735.00**

Price assumes all work to be completed Monday - Friday, first shift, unless otherwise stated above. Thank you for the opportunity to submit this quotation. Please feel free to contact me directly at (616) 583-5224 with any questions.

Respectfully,

BUIST

Sherry Spencer

Sherry Spencer
Project Manager

SS/jlc

2 - 84th Street SW
Byron Center, MI 49315
(616) 878-3315

buist.com

3201 Lake Street
Kalamazoo, MI 49048
(269) 343-9191

Notice to Proceed

The above prices, specifications and conditions are satisfactory and are hereby accepted. Buist is authorized to do the work specified.

Date Accepted: _____ Signature: _____ P.O. #: _____
(please sign and email back)

Due to current supply chain challenges, material costs are subject to review until a PO/contract is received or signed. For longer lead time items, we are seeing shorter expiration dates on supplier/manufacture quotes, as well as price escalation in the interim between PO issuance and date of shipment. We will make every effort to keep you informed, work diligently to keep these costs in check, and be transparent with any costs we need to pass along.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR ACCESS CONTROL IMPROVEMENTS
AT THE DRINKING WATER PLANT AND GEZON PUMP STATION

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Engineered Protection Systems, Inc. for access control improvements at the Drinking Water Plant and Gezon Pump Station in the total estimated amount of \$30,598.00.
2. It is also recommended City Council authorize a 5% contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Engineered Protection Systems, Inc. for access control improvements at the Drinking Water Plant and Gezon Pump Station.
2. City Council authorizes a 5% contingency
3. City Council authorizes the City Manager to sign the contract.
4. City Council does hereby waive the provisions of 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: August 18, 2025

Subject: DWP and Gezon Pump Station Access Control Improvements

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: September 2, 2025

RECOMMENDATION:

It is recommended that the City Council accept the proposal for access control improvements from Engineered Protection Systems (EPS) in the amount of \$30,598.00 plus a 5% contingency for a total amount of \$32,150.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant and Gezon Pump Station, along with many other City facilities, utilize a centralized security system to manage building access and door controls. To further enhance security at the DWP and the Gezon Pump Station, additional access control measures are required. The proposed improvement project will strengthen the security of critical areas at these locations.

Therefore, staff engaged two qualified local companies with proven experience performing security work at City facilities. Both companies conducted site visits, reviewed the project requirements, and submitted proposals, which are summarized in the following tabulation.

Following a thorough evaluation, both proposals met the scope of work, and EPS was identified as the lowest bidder. EPS has completed numerous security projects for the City, and staff are confident in their ability to perform this work effectively.

TABULATION:

Bidder Name	Bid Amount
Engineered Protection Systems	\$30,598.00
Knight Watch	\$34,970.48

BUDGET IMPACT:

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

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: Engineered Protection Systems, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
750 Front Ave NE Suite 300
[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: August 19, 2025. Normally this is the day after the Council meeting at which it is approved.

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

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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

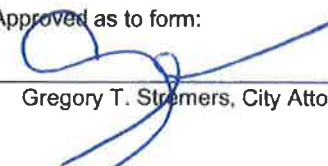
Engineered Protection Systems, Inc.

By: _____
John Shay, City Manager

By: 
[Signature of Contractor]
JEFF YOUNG - SALES MANAGER
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: 8/18 / 2025

Approved as to form:


Gregory T. Stromers, City Attorney

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is 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).

**EXHIBIT B
PROPOSAL**



City of Wyoming Water

5591 Gezon Ct

Wyoming MI 49519

RE: Lab and Entry door



The proposed EPS access control system will be programmed and managed by EPS you or your staff on site. This system enables EPS you to manage and record the activity of all card holders within the specified areas. The programmability of this systems allows control not only who has access but at what time and to which area.

Access Control Equipment to be Installed

- 1 DSX 2-Door Controller
- 2 Battery 12v 7ah
- 2 HID Signo40 Wall Mount w/ Pigtail
- 2 Door Contact Small Surface
- 300 Wire Structured Cable Windy City
- 2 Misc Hardware/Consumables
- 15 Conduit 10' Unit 1/2"
- 2 Door Locking Hardware Package

Access Control System Investment

One Time Installation Charge \$8,641.00 Plus Tax

Tax Exempt (If checked, Plus Tax above is void)

Monthly Services \$0.00

- Service Agreement
- Administration
- Reports
- Preventative Maintenance

Photo ID Badging System:

- Badging Software
- Printer
- Camera, Lighting Kit & Tripod
- Color Ribbon & Cleaning Kit

Installation and Proposal Terms

The installation charges in this proposal include all design, wiring, mounting of control equipment programming, final system testing and user training. The system design is based upon our best estimate of the system you are requesting. Additional equipment may be added by you at additional costs. The service agreement covers repair and replacement of any and all equipment that fault due to normal causes.

Pricing is valid for a period of 90 days from date of proposal. Sales tax is not included in the pricing and, if applicable, will be added at the time of invoicing.

Customer acknowledges and agrees permit fees will be billed direct to customer as a passthrough cost on the final invoice.

Additional Notes and Exclusions

Existing Equipment: If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment.

- 25% deposit required on COMMERCIAL accounts. EPS will invoice the deposit prior to work commencing.
- 50% deposit required on RESIDENTIAL accounts. EPS will invoice the deposit prior to work commencing.
- EPS reserves the right to progress bill the installation based on a % of completion for installation that exceeds 60 days

Dan Beuschel

Security Consultant

(616) 210-3384 ext.

dbeuschel@epssecurity.com

05/30/2025



City of Wyoming DWP

16700 New Holland St

Holland MI 49424

RE: Access Control



The proposed EPS access control system will be programmed and managed by EPS you or your staff on site. This system enables EPS you to manage and record the activity of all card holders within the specified areas. The programmability of this systems allows control not only who has access but at what time and to which area.

Access Control Equipment to be Installed

- 2 DSX 2-Door Expansion Module
- 1 DSX 2-Door Controller with Nonvolatile Memory
- 3 HID Signo40 Wall Mount Mech Keypad Reader
- 2 HID Signo40 Wall Mount w/ Pigtail
- 500 Wire Structured Cable Windy City
- 5 Door Locking Hardware Package
- 6 Battery 12v 7ah
- 2 Misc Hardware/Consumables
- 1 Lantronix Network Terminal Server
- 5 Door Contact Small Surface

Access Control System Investment

One Time Installation Charge \$18,161.00 Plus Tax

Tax Exempt (If checked, Plus Tax above is void)

Monthly Services \$0.00

- Service Agreement
- Administration
- Reports
- Preventative Maintenance

Photo ID Badging System:

- Badging Software
- Printer
- Camera, Lighting Kit & Tripod
- Color Ribbon & Cleaning Kit

Installation and Proposal Terms

The installation charges in this proposal include all design, wiring, mounting of control equipment programming, final system testing and user training. The system design is based upon our best estimate of the system you are requesting. Additional equipment may be added by you at additional costs. The service agreement covers repair and replacement of any and all equipment that fault due to normal causes.

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- EPS reserves the right to progress bill the installation based on a % of completion for installation that exceeds 60 days

Dan Beuschel

Security Consultant

(616) 210-3384 ext.

dbeuschel@epssecurity.com

05/30/2025



City of Wyoming Water

5591 Gezon Ct

Wyoming MI 49519

RE: Control Room



The proposed EPS access control system will be programmed and managed by EPS you or your staff on site. This system enables EPS you to manage and record the activity of all card holders within the specified areas. The programmability of this systems allows control not only who has access but at what time and to which area.

Access Control Equipment to be Installed

- 1 HID Signo40 Wall Mount Mech Keypad Reader
- 100 Wire Structured Cable Windy City
- 1 Door Locking Hardware Package
- 8 Conduit 10' Unit 1/2"
- 1 Misc Hardware/Consumables
- 1 Door Contact Small Surface

Access Control System Investment

One Time Installation Charge \$3,796.00 Plus Tax

Tax Exempt (if checked, Plus Tax above is void)

Monthly Services \$0.00

- Service Agreement
- Administration
- Reports
- Preventative Maintenance

Photo ID Badging System:

- Badging Software
- Printer
- Camera, Lighting Kit & Tripod
- Color Ribbon & Cleaning Kit

Installation and Proposal Terms

The installation charges in this proposal include all design, wiring, mounting of control equipment programming, final system testing and user training. The system design is based upon our best estimate of the system you are requesting. Additional equipment may be added by you at additional costs. The service agreement covers repair and replacement of any and all equipment that fault due to normal causes.

Pricing is valid for a period of 90 days from date of proposal. Sales tax is not included in the pricing and, if applicable, will be added at the time of invoicing.

Customer acknowledges and agrees permit fees will be billed direct to customer as a passthrough cost on the final invoice.

Additional Notes and Exclusions

Existing Equipment: If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment.

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- 50% deposit required on RESIDENTIAL accounts. EPS will invoice the deposit prior to work commencing.
- EPS reserves the right to progress bill the installation based on a % of completion for installation that exceeds 60 days

Dan Beuschel

Security Consultant

(616) 210-3384 ext.

dbeuschel@epssecurity.com

05/30/2025

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR A MAINTENANCE AGREEMENT FOR
THE WASTEWATER TREATMENT PLANT STANDBY GENERATORS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from MacAllister Machinery Company, Inc. for a five-year preventative maintenance agreement for two standby generators at the Wastewater Treatment Plant in the total estimated amount of \$37,848.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from MacAllister Machinery Company, Inc. for a five-year preventative maintenance agreement for two standby generators at the Wastewater Treatment Plant.
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: September 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: August 18, 2025

Subject: WWTP Generator Service Maintenance Agreement

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: September 2, 2025

RECOMMENDATION:

It is recommended that the City Council accept the proposal from MacAllister Machinery Co. for a five-year preventative maintenance agreement for the Wastewater Treatment Plant's (WWTP) two standby generators in the total amount of \$37,848.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The WWTP operates two, 2-megawatt CAT standby generators that provide backup power to the entire campus during utility outages. These generators are critical to maintaining continuous treatment operations during emergencies.

MacAllister Machinery has provided preventive maintenance on both units since their installation during the 2008 plant upgrade. Their technicians are factory-trained, and as the authorized CAT dealer for Kent County, MacAllister is uniquely qualified to perform service work to OEM standards. Utilizing genuine CAT parts and certified service is vital to extending equipment life and minimizing the risk of failures.



With the current service agreement set to expire, MacAllister Machinery submitted a proposal for a new five-year preventive maintenance contract. This agreement includes bi-annual inspections and preventive maintenance. Given the critical role these generators play at the WWTP, utility staff recommend that the City Council

accept the 5-year agreement with MacAllister Machinery to maximize the equipment's life and reliability. The total price for the 5-year agreement is \$37,848.00.

BUDGET IMPACT:

Adequate funds exist in Sewer Fund account #590-536-54300-930.000.

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: MacAllister Machinery Co., Inc.
[Name of contracting entity]
An Indiana corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
6300 Southeastern Ave
[Contractor's street address]
Indianapolis, IN 46203
[Contractor's city, state & zip]

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

Effective Date means: August 5, 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

MacAllister Machinery Co., Inc.

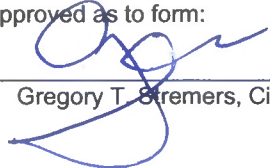
By: _____
John Shay, City Manager

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

Date signed: _____, 20__

Date signed: August 5th, 2025

Approved as to form:



Gregory T. Stremers, City Attorney

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

4. Qualifications. Contractor represents and promises that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



MacAllister CAT

Service Contract

Attention of: Daniel Kleinheksel

Tuesday, July 29, 2025

City of Wyoming
2660 Burlingame Ave SW
Wyoming, MI 49509

Daniel Kleinheksel #15452;

Thank you for your interest in services provided by MacAllister CAT. Our service agreements help keep your emergency system in peak operating condition and help to minimize expensive repairs. We provide Caterpillar trained technicians with vast experience to inspect and service your systems.

I am pleased to submit the following proposal, which confirms our pricing and support services. At your convenience, please sign the authorization to proceed document and return it to me. Your promptness will ensure continued, professional service on your emergency system.

If you have any questions or concerns, please contact me at one of the numbers below.

Sincerely,

Adrian Almas

Product Support Service Representative

MacAllister CAT

Cell: (616) 370-3517

E-mail: AdrianAlmas@macallistert.com



**Planned Maintenance Contract
Per Service Sale
City of Wyoming**

Customer Address	Customer Contact	Quote Information
Street: 2660 Burlingame Ave SW	Name: Daniel Kleinheksel #15452	7/29/2025
City, State: Wyoming, MI	Phone: 616-738-4957	Contract Terms: 60 Months
ZIP: 49509	E-mail: Kleinhekseld@wyomingmi.gov	Contract Total: \$ 37,848.00

Site Name: (2350 IVANREST AVE SW, WYOMING, MI 49418)					
	Year	Month of Service	Service Type	Associated Serial #	Sell Price
Unit Name: 1	1	October 2025	PM2		\$5,243.00
Make/Model: CAT 3516	1	April 2026	PM1		\$667.00
S/N: ZAP00545	2	October 2026	PM1.5		\$1,701.00
Size: 2000	2	April 2027	PM1		\$667.00
Year 1 Sub-Total: \$5910	3	October 2027	PM1.5		\$1,701.00
Year 2 Sub-Total: \$2368	3	April 2028	PM1		\$667.00
Year 3 Sub-Total: \$2368	4	October 2028	PM2		\$5,243.00
Year 4 Sub-Total: \$5910	4	April 2029	PM1		\$667.00
Year 5 Sub-Total: \$2368	5	October 2029	PM1.5		\$1,701.00
Notes:	5	April 2030	PM1		\$667.00
Services to be performed during normal business hours					
Five-Year Total:					\$18,924.00

Site Name: (2350 IVANREST AVE SW, WYOMING, MI 49418)					
	Year	Month of Service	Service Type	Associated Serial #	Sell Price
Unit Name: 2	1	October 2025	PM2		\$5,243.00
Make/Model: CAT 3516	1	April 2026	PM1		\$667.00
S/N: ZAP00547	2	October 2026	PM1.5		\$1,701.00
Size: 2000	2	April 2027	PM1		\$667.00
Year 1 Sub-Total: \$5910	3	October 2027	PM1.5		\$1,701.00
Year 2 Sub-Total: \$2368	3	April 2028	PM1		\$667.00
Year 3 Sub-Total: \$2368	4	October 2028	PM2		\$5,243.00
Year 4 Sub-Total: \$5910	4	April 2029	PM1		\$667.00
Year 5 Sub-Total: \$2368	5	October 2029	PM1.5		\$1,701.00
Notes:	5	April 2030	PM1		\$667.00
Services to be performed during normal business hours					
Five-Year Total:					\$18,924.00

Grand Totals City of Wyoming			Sell Price Summary
Year 1			\$11,820.00
Year 2			\$4,736.00
Year 3			\$4,736.00
Year 4			\$11,820.00
Year 5			\$4,736.00
Five-Year Grand Total:			\$37,848.00

This quotation is subject to the terms and conditions found at www.macallister.com/CVA, which are incorporated herein by this reference

This quotation DOES NOT include tax. PM Services will be invoiced after work is completed. Parts, Labor and Fluid escalations are excluded from this CVA or LTSA and are subject to reviewing and periodic adjustments to align with industry comparisons and national indexes.

22. Surcharges. In the event of an Original Equipment Manufacturer (OEM) price increase, CCPS reserves the right to revise pricing or apply a Surcharge in direct correlation to the price increase received from the OEM.

23. Cancellations. If Purchaser seeks to cancel its order or it fails or refuses to accept delivery of the products it has ordered, Purchaser agrees to pay all charges incurred by CCPS as a result of such cancellation or refusal or failure to accept delivery. The charges include any cancellation penalties charged to CCPS by the manufacturer, the charges of returning the product to its point of original shipment by CCPS, storage fees, demurrage, or other charges related to the Purchaser's cancellation or refusal or failure to accept delivery. A 15% cancellation fee will also apply. If Purchaser cancels its order after the result of price or Surcharge adjustment affecting the order, and the manufacturer will accept a cancellation request with no penalty, and cancellation fees will be waived.

This quote valid for 60 days post marked date.

Agreement:

MacAllister CAT and City of Wyoming

On behalf of my company, I agree that everything stated prior is binding between:
For PO# V2

City of Wyoming # 15452

City of Wyoming

Accepted Date: . 2025

Adrian Almas

Adrian Almas

Product Support Service Representative

MacAllister CAT

Accepted Date: . 2025

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. City Council awards the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
Flow Meters	Midwest Municipal Instrumentation, Inc.	\$31,262.06

2. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Tab Sheet
Contract

Resolution No. _____

STAFF REPORT

Date: August 20, 2025
Subject: Purchase of Flow Meters
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Aaron Vis, Director of Public Works
Meeting Date: September 2, 2025

RECOMMENDATION:

It is recommended that the City Council award the bid for the purchase of flow meters to Midwest Municipal Instrumentation, Inc. in the total amount of \$31,262.06.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant relies on flow meters to accurately monitor dosing of various chemicals used in the treatment process. One such chemical is alum, a coagulant essential to the flocculation process. The alum feed system was installed in 2008 and the flow meters have started to show signs of failure. To ensure accuracy and reliability, replacing them is necessary.

Bid specifications were prepared for the purchase of four replacement flow meters compatible with alum and the system's flow characteristics. The specifications were downloaded by 34 registered bidders. On August 18, 2025, two bids were received as summarized in the tabulation.

Upon review, the bid from Midwest Municipal Instrumentation, Inc. met the specifications and is the lowest. Installation of the flow meters will be performed by expert utility maintenance staff with commissioning of the instrumentation performed by the bidder.

TABULATION:

Bidder Name	Bid Amount
Midwest Municipal Instrumentation	\$31,262.06
CAASI Flow Control	\$48,184.00

BUDGET IMPACT:

Adequate funds exist in Water Fund account 591-537-57300-986.444.

CITY OF WYOMING

PURCHASE OF FLOW METERS CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

Midwest Municipal Instrumentation Inc.
[Name of supplying entity]
A Michigan - Inc.
[State and type of entity, e.g., corporation, limited liability company, etc.]
4391 Bonnymedy
[Supplier's street address]
Jackson MI 49201
[Supplier's city, state & zip]

Effective Date means: 8-18, 2025

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

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

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

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.

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

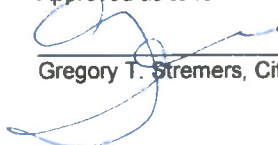
City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:



Gregory T. Stremers, City Attorney

Contractor: Midwest Municipal Instr.

By: 
David G. Marszalec - Act. Mgr.
[Signature of official, director, or principal of Contractor]
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 8-18, 2025

BID/PROPOSAL FORM CONTINUED

State bid prices as per the specifications contained herein:

State Make/Model (Required)	Bid Price (Each)	Total Bid Price For Four
8711A PAZOFRI NHG3DIMK3Q4	\$3651.20	\$14,604.80
8712EMK1A1DA1DAZAXM4D1Q4	\$3,763.90	\$15,055.60
TARIFF	\$1,601.66	\$1601.66
		<u>\$31,262.06</u>

Reminder: All units are to be delivered FOB destination, and all warranties must be included with bid/proposal.

Midwest Municipal Instrumentation
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

David G. Marszalec
[Signature for proponent]

[2nd signature for proponent]

David G. Marszalec
[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 8/18/25

4391 Bonnymede, Jackson, MI (269) 932-8134
[Proponent's street address] [Proponent's business phone]
49201

[City] [State] [Zip]

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

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

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

