



MICHIGAN

**AGENDA
WYOMING CITY COUNCIL MEETING
COUNCIL CHAMBERS
MONDAY, DECEMBER 15, 2025, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Chris Hall, Buck Creek Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Approval of Minutes**
From December 1, 2025, Regular Meeting
- 6) Approval of Agenda**
- 7) Public Hearings**
7:01 p.m. To Consider a Request for Act 381 Combined Brownfield Plan and Reimbursement Agreement Approval for Salmon’s View – 3738 52nd St
7:02 p.m. To Consider a Request for Act 381 Combined Brownfield Plan and Reimbursement Agreement Approval for 5840 Wilson Ave
- 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
25-14 Acceptance of a Utilities Easement for 5160 Byron Center Avenue SW (AKP The Retreat, LLC and Indiana limited liability company)
- 12) Budget Amendments**
- 13) Consent Agenda**
All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.
 - a) For Appreciation to Lori Pung for Her Service as a Member of the Downtown Development Authority of the City of Wyoming

14) Resolutions

- b) For Appreciation to Kimberly Koster for Her Service and Dedication to the City of Wyoming
- c) To Designate an Acting Mayor
- d) To Grant Final Plat Approval for Rivertown Valley Phase 7
- e) To Approve Combined Act 381 Plan and Reimbursement Agreement for Salmon's View
- f) To Approve Combined Act 381 Plan and Reimbursement Agreement for 5840 Wilson Redevelopment

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

- g) To Approve and Adopt a Banking Services Resolution for Treasury Management Services with Fifth Third Bank
- h) To Accept General Motors Corporate Giving Grant Funds from the GW CRA and Authorize their use in a Driver Training and Police Mentorship Program (Budget Amendment No. 9)
- i) To Accept the Major League Soccer (MLS) Grant Award from the RCX Sports Foundation (Budget Amendment No.10)
- j) To Authorize the Mayor and City Clerk to Execute a Restated Recreational Facilities Agreement with Godwin Heights Public Schools
- k) For the Purchase of Wellness and Fitness Equipment
- l) To Concur with the Emergency Repair of Three Rooftop Heating Units and to Authorize Payment to DHE Plumbing and Mechanical (Budget Amendment No.11)
- m) To Concur with Miss Dig Ticket Software Management Services and Authorize Payment to Korterra, Inc
- n) To Award a Bid for Water Meter Replacement and MXU Installation
- o) To Accept a Quote for Replacement of the Wastewater Treatment Plant Air Handling Unit
- p) To Award a Bid for the Wastewater Treatment Headworks Improvement Project
- q) For the Purchase of a Dri-Steem Humidifier
- r) To Accept a Proposal for Rescue Support Services for Transmission Main Inspection
- s) To Accept a Proposal from Sentinel Technologies, Inc. for Darktrace Cybersecurity Solution Services
- t) For Award of Bid
 - 1. Police Uniform Clothing
 - 2. Fire Station Fitness Room Mirrors
 - 3. Generator Assessment
 - 4. WSC Soffit and Parking Lot Light Project
 - 5. WSC Bathroom Renovation Project
 - 6. WSC Kitchen Renovation Project
 - 7. WSC Ceiling Tile Replacement Project
 - 8. Panhandle Sanitary Sewer Study
 - 9. Gezon Storage Tank Coating Project

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 (Legal Opinion – Granger v City of Wyoming)

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](mailto: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](mailto:info@wyomingmi.gov) al menos 36 horas antes de la reunion para hacer arreglos para el alojamiento apropiado.

STAFF REPORT

Date: December 1, 2025
Subject: Salmon's View Brownfield Plan
From: Julian Edouard, Economic Development Specialist
CC: Nicole Hofert, Deputy City Manager

RECOMMENDATION:

It is recommended that City Council approve the combined Act 381 Brownfield Plan and Reimbursement Agreement with Paramount Development Corporation, Inc. for Salmons View, located at 3738 52nd Street in the amount of \$6,514,378.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Community
 - Goal 4 – Encourage more affordable housing in the city.

DISCUSSION:

Paramount Development Corporation proposes to develop approximately 38.139 acres of property located at 3738 52nd Street SW into a residential community of 205 owner-occupied units. The development will include 124 townhomes with an anticipated sale price of \$350,000, and 81 single-family homes consisting of 35 homes at 50-foot width with an anticipated sale price of \$475,000 and 46 homes at 70-foot width with an anticipated sale price of \$600,000. Through a partnership with ICCF, 10% of the townhouse units will be placed into a Community Land Trust so that first-time homebuyers who are at or below 80% of Area Median Income can purchase a home at a more affordable price. The Developer anticipates a total investment of \$87,200,000 into the project, with eligible activities commencing in Fall 2025, home construction beginning in 2026, and project completion anticipated in 2036. The total cost of eligible activities for which the Developer seeks reimbursement is \$6,514,378.

The property's baseline taxable value in 2025 is \$202,386, with a projected taxable value at full build-out of \$54,152,430. In accordance with the Housing TIF Policy, the plan incorporates a tax increment split whereby 70% of local tax increment revenues will be captured for developer reimbursement, while 30% will pass through to the respective

taxing jurisdictions. The total tax increment revenue available for capture is estimated at \$10,073,913, from which the Developer will be reimbursed \$6,514,378. The Brownfield Plan includes a 3-year capture delay, with tax increment financing capture beginning in 2029 and continuing for 9 years through 2037, or until eligible activities are fully reimbursed, whichever occurs sooner. Beginning in 2038, all the property's tax revenue will go to the taxing jurisdictions.

The Wyoming Brownfield Redevelopment Authority (WBRA) approved the proposed Act 381 Brownfield Plan and reimbursement agreement at its November 10, 2025 meeting.

Act 381 Brownfield Plan

Salmon's View
3738 52nd Street SW
Wyoming, Michigan

City of Wyoming Brownfield
Redevelopment Authority

Project No. 2500948
October 22, 2025

Act 381 Brownfield Plan

**Salmon's View
3738 52nd Street SW
Wyoming, Michigan**

**Prepared For:
City of Wyoming Brownfield Redevelopment Authority
Wyoming, Michigan**

**October 22, 2025
Project No. 2500948**

**Recommended for Approval by the City of Wyoming Brownfield Redevelopment Authority on: _____
Adopted by City of Wyoming on: _____**

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- Appendix 5 Proposed Development Plan
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List of Abbreviations/Acronyms

Act 381	Brownfield Redevelopment Financing Act, 1996 PA 381, as amended
FTE	full-time equivalent
LBRF	Local Brownfield Revolving Fund
MSHDA	Michigan State Housing Development Authority
PA	Public Act
QLGU	qualified local governmental unit
TIF	tax increment financing

PROJECT FAST FACTS

Salmon’s View

Property Information	Address: 3738 52 nd Street, Wyoming, Michigan Parcel No.: 41-17-32-100-016 Acreage: Approximately 38.139 Acres
Development	205 owner-occupied units, including: <ul style="list-style-type: none"> • 124 townhomes • 81 single-family homes
Anticipated Sale Price	\$350,000 for townhomes (124) \$475,000 for 50’ wide single family (35) \$600,000 for 70’ wide single family (46)
Taxable Value	Current \$202,386 Anticipated (first full year after full build-out) \$52,563,692
Anticipated Development Cost	\$87,200,000
Tax Increment Financing Request	\$6,514,378
Duration of Brownfield Plan	9 years (+3 Year Capture Delay)
Non-Capturable Millages	School Debt - \$2,240,766 over the life of the plan School Operating – \$0 <i>(Anticipated to be Principal Resident Exempt [PRE])</i> State Education Tax (SET) – \$2,100,653
Local Tax Split During Brownfield Plan	30% – \$2,907,241

1.0 Introduction

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

Paramount Development Corporation (the “Developer”) proposes to develop real property located at 3738 52nd Street, Wyoming, Michigan (the “Subject Property”) into a residential community consisting of new, owner-occupied townhomes and single-family residences marketed at prices accommodating a mix of incomes and household sizes (the “Project”). The approximately 38.139-acre development, located in a qualified local governmental unit (QLGU), will include 205 units, comprised of 124 townhomes and 81 single-family residences, situated within a walkable neighborhood featuring beautifully landscaped common areas and green space. Floor plans will range from approximately 1,041 to 3,338 square feet. The Project aligns with the City of Wyoming zoning and master planning for the area.

Surrounding land use is predominantly residential with an elementary school, golf course, and church to the north, southeast, and southwest, respectively. Within a mile north of the Project is the Rivertown commercial corridor, which provides nearby access to local restaurants, grocery stores, medical offices, and other amenities.

The Developer anticipates investing \$87,200,000 into the Project, including infrastructure improvements. The Developer intends to commence eligible activities in the fall of 2025, with new home construction starting in 2026. It is anticipated that the Project will be completed in 2036. The proposed development plan is included in Appendix 5.

The Project will expand the local tax base, result in significant capital investment into the community, improve community infrastructure, and create much-needed new housing opportunities in the city of Wyoming.

1.2 Eligible Property Information

Parcel ID: 41-17-32-100-016

Address: 3738 52nd Street, Wyoming, MI 49418

Size: Approximately 38.139 acres

Legal Description

NE 1/4 NW 1/4 * SEC 32 T6N R12W 40.00 A.

Basis of Eligibility

The property qualifies as “eligible property” under the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended (“Act 381”), based on meeting the definition of a “Housing Property” in Section 2(y). Act 381 defines Housing Property, in part, as property on which one or more units of residential housing are proposed to be constructed. The project will have a total of 205 owner-occupied residential units. Maps depicting the location and layout of the property are attached as Figures 1 and 2.

According to Section 2(o)(ii), the Housing Property must be “located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan.”

Specific Housing Need

The 2025 Housing Needs Assessment for Kent County (conducted by Bowen National Research) identified a “for sale” housing gap of 15,806 units through 2030. Of the 15,806 units, it is estimated that 4,836 units are needed for price ranges between \$283,733 – \$425,600, and 5,494 units are needed for prices greater than \$425,601. Relevant sections of the 2025 Housing Needs Assessment for Kent County are included in Appendix 6.

Job Growth Data

Both seasonal and year-round employment have grown in the last 5 years in the Grand Rapids-Wyoming-Kentwood Metropolitan Area. According to the U.S. Bureau of Labor Statistics, jobs in the Grand Rapids-Wyoming-Kentwood Metropolitan Area have jumped by nearly 54,000 from 2020 to 2024, surpassing pre-COVID levels. Growth over 10 years was about 8.77% from 550,613 in January 2015, to 603,528 in January 2024, compared to the overall state increase in job growth around that time, 5.63%.

Jobs and Labor Force Growth 2019-2024
 Grand Rapids-Wyoming-Kentwood Statistical Area Employment
 (U.S. Bureau of Labor Statistics, annual reports)

Jobs in 2024	603,508
Jobs in 2023	602,981
Jobs in 2022	590,180
Jobs in 2021	569,134
Jobs in 2020	550,467
Jobs in 2019	590,948

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to be Paid for with Tax Increment Revenues

To help facilitate the Project, costs to complete necessary eligible activities will be incurred by the Developer. These eligible costs will be reimbursed through capture of new local tax increment revenues (TIR) based on actual available new TIR generated from the Project and subject to local Authority approval. Base local taxes associated with the Property will continue to be levied and distributed to local taxing jurisdictions. No local debt, special assessment, or State taxes will be captured to reimburse eligible activity costs.

The total cost of eligible activities, including contingency, is anticipated to be \$6,514,378, as described below and summarized in Table 1 (attached). No capture of TIR for administrative fees or deposit into a Local Brownfield Revolving Fund (LBRF) is planned.

2.1.1 Phase I Environmental Site Assessment

An ASTM E1527-21 compliant Phase I Environmental Site Assessment (ESA) was completed by the Developer as part of pre-acquisition due diligence (\$2,000).

2.1.2 Infrastructure Improvements Necessary to Support Housing

Infrastructure improvements necessary to support housing include streets and roads (\$1,473,492), sidewalks (\$222,002), storm sewers (\$778,764), water main and connections (\$1,173,813), sanitary sewer mains and connections (\$1,138,435), and associated soft costs (\$857,301). The total cost of these activities is anticipated to be \$5,643,807.

2.1.3 Brownfield Plan Preparation

Preparation of the Brownfield Plan is estimated at \$12,000.

2.1.4 Brownfield Plan Implementation

Implementation of the Brownfield Plan is estimated at \$10,000.

2.1.5 Contingency

A 15% contingency on future infrastructure improvements is included. The total contingency cost is anticipated at \$846,571.

2.2 Summary of Eligible Activities

Environmental Activities

An ASTM E1527-21 compliant Phase I ESA was completed as part of pre-acquisition due diligence. There were no identified recognized environmental conditions.

Infrastructure Improvements Necessary to Support Housing

To support the construction of new “for sale” homes meeting community housing needs, the following infrastructure improvements are necessary:

- 52nd Street enhancements required for safe traffic flow
- Public roads extending through the development
- Public water and sanitary sewer mains
- Sidewalks to foster a walkable community and provide connectivity to surrounding neighborhoods and commercial amenities
- Storm sewers
- Related soft costs

Brownfield Plan Preparation

Costs incurred to prepare and develop this plan, as required per Act 381.

Brownfield Plan Implementation

Costs incurred to implement this plan, as required per Act 381.

Contingency

A 15% contingency is included to account for unforeseen circumstances and cost overruns.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial baseline taxable value will be the 2025 taxable value, \$202,386. Upon completion of the full build-out schedule, the projected taxable value is estimated to be \$52,563,692 .

Project activities are planned to commence in 2025 with complete buildout anticipated in year 2036. TIR capture is anticipated to be delayed 3 years, beginning with the 2029 taxes, with reimbursements based on actual TIR. An estimate of the captured real property taxable value for this redevelopment by year is depicted in Table 2, including a 1.5% annual increase in taxable value of the eligible property.

This plan includes a tax increment split, in which 30% of the TIR will pass through to all respective taxing jurisdictions, and the WBRA will capture the remaining 70%. No capture of TIR for deposit into an LBRF is planned. A summary of the estimated reimbursement schedule by year and in aggregate is presented in Table 3.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities will be financed by the Developer, as outlined in this plan and the accompanying development and reimbursement agreement (Appendix 2). New available local TIR will be captured, to the extent permitted under Act 381, and used to reimburse eligible activities financed by the Developer. No interest costs on the eligible activities will be reimbursed, and no advances from the City are anticipated at this time.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support the development of the Subject Property, but such plans could be made in the future to assist in the development if the Authority so chooses.

2.6 Duration of Brownfield Plan

The Authority intends to delay capture for 3 years, beginning capture of TIR as early as 2029. This plan will then remain in place for 9 years, or until the eligible activities have been fully reimbursed, whichever occurs sooner. An analysis showing the reimbursement schedule is attached in Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail in Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property

The Subject Property is “Housing Property” as defined in Section 2(y) of Act 381 and qualifies as eligible property pursuant to Section 2(p)(ii) of Act 381. A map showing eligible property dimensions is attached in Figure 2.

The legal description for the parcel is as follows:

Parcel ID No.: 41-17-32-100-016

NE 1/4 NW 1/4 * SEC 32 T6N R12W 40.00 A.

2.9 Estimates of Residents and Displacement of Individuals/Families

No residents, families, or individuals will be displaced by the Project.

2.10 Plan for Relocation of Displaced Persons

This Project does not involve the relocation of displaced persons.

2.11 Provisions for Relocation Costs

This Project does not involve the relocation of displaced persons.

2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law

This Project does not involve the relocation of displaced persons.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

The Developer’s estimated investment of more than \$87,200,000 will significantly increase the local tax base and produce new “for sale” housing units at price points targeting the 5,000+ unit gap for homes priced at \$425,600 or greater. Adding new housing stock will also help free up lower-priced units in the market.

Figures

Tables

Table 1 – Summary of Eligible Costs
 Act 381 Brownfield Plan
 3738 52nd Street, City of Wyoming

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Phase I Environmental Site Assessments	\$ 2,000	
<i>Phase I Environmental Site Assessments</i>	\$ 2,000	
EGLE Eligible Activities Subtotal	\$ 2,000	
Contingency (0%)	\$ -	
EGLE Eligible Activities Total Costs	\$ 2,000	

MSHDA Eligible Activities Costs and Schedule

MSHDA Eligible Activities	Cost	Completion Season/Year
Infrastructure Improvements to Support Housing	\$ 5,643,807	
<i>Streets, Roads</i>	\$ 1,473,492	
<i>Sidewalks</i>	\$ 222,002	
<i>Storm Sewers</i>	\$ 778,764	
<i>Water Main and Connections</i>	\$ 1,173,813	
<i>Sanitary Sewer Main and Connections</i>	\$ 1,138,435	
<i>Associated Soft Costs (Engineering, Design, Survey, Legal, other Professional Fees)</i>	\$ 857,301	
MSHDA Eligible Activities Subtotal	\$ 5,643,807	
Contingency (15%)	\$ 846,571	
Interest Expense		
Brownfield Plan/Work Plan Preparation	\$ 12,000	
Brownfield Plan/Work Plan Implementation	\$ 10,000	
MSHDA Eligible Activities Total Costs	\$ 6,512,378	

TOTAL: \$ 6,514,378

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan

3738 52nd Street, City of Wyoming

Estimated Taxable Value (TV) Increase Rate: 1.5% increase per year

Plan Year	0	0	0	1	2	3	4	5	6	7	8	9	Totals	
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037		
*Base Taxable Value	\$ 202,386	\$ 202,386	\$ 202,386	\$ 202,386	\$ 202,386	\$ 202,386	\$ 202,386	\$ 202,386	\$ 202,386	\$ 202,386	\$ 202,386	\$ 202,386	\$ -	
Future Taxable Value	\$ 2,050,000	\$ 3,700,000	\$ 8,372,275	\$ 14,135,527	\$ 20,097,980	\$ 26,264,879	\$ 32,641,590	\$ 39,233,607	\$ 45,973,323	\$ 52,563,692	\$ 53,352,147	\$ 54,152,430	\$ -	
Incremental Difference (New TV - Base TV)	\$ 1,847,614	\$ 3,497,614	\$ 8,169,889	\$ 13,933,141	\$ 19,895,594	\$ 26,062,493	\$ 32,439,204	\$ 39,031,221	\$ 45,770,937	\$ 52,361,306	\$ 53,149,761	\$ 53,950,044	\$ -	
School Capture														
Millage Rate														
State Education Tax (SET)	6.0000	\$ 11,086	\$ 20,986	\$ 49,019	\$ 83,599	\$ 119,374	\$ 156,375	\$ 194,635	\$ 234,187	\$ 274,626	\$ 314,168	\$ 318,899	\$ 323,700	\$ 2,100,653
School Operating Tax*	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Total	6.0000	\$ 11,086	\$ 20,986	\$ 49,019	\$ 83,599	\$ 119,374	\$ 156,375	\$ 194,635	\$ 234,187	\$ 274,626	\$ 314,168	\$ 318,899	\$ 323,700	\$ 2,100,653
Local Capture														
Millage Rate														
County Jail	0.7487	\$ 1,383	\$ 2,619	\$ 6,117	\$ 10,432	\$ 14,896	\$ 19,513	\$ 24,287	\$ 29,223	\$ 34,269	\$ 39,203	\$ 39,793	\$ 40,392	\$ 262,126
County Zoo/Museum	0.4173	\$ 771	\$ 1,460	\$ 3,409	\$ 5,814	\$ 8,302	\$ 10,876	\$ 13,537	\$ 16,288	\$ 19,100	\$ 21,850	\$ 22,179	\$ 22,513	\$ 146,100
County Child Dev	0.2390	\$ 442	\$ 836	\$ 1,953	\$ 3,330	\$ 4,755	\$ 6,229	\$ 7,753	\$ 9,328	\$ 10,939	\$ 12,514	\$ 12,703	\$ 12,894	\$ 83,676
County Senior	0.4961	\$ 917	\$ 1,735	\$ 4,053	\$ 6,912	\$ 9,870	\$ 12,930	\$ 16,093	\$ 19,363	\$ 22,707	\$ 25,976	\$ 26,368	\$ 26,765	\$ 173,689
County vet	0.0496	\$ 92	\$ 173	\$ 405	\$ 691	\$ 987	\$ 1,293	\$ 1,609	\$ 1,936	\$ 2,270	\$ 2,597	\$ 2,636	\$ 2,676	\$ 17,365
District Library	1.1000	\$ 2,032	\$ 3,847	\$ 8,987	\$ 15,326	\$ 21,885	\$ 28,669	\$ 35,683	\$ 42,934	\$ 50,348	\$ 57,597	\$ 58,465	\$ 59,345	\$ 385,120
101 Operating	4.6828	\$ 8,652	\$ 16,379	\$ 38,258	\$ 65,246	\$ 93,167	\$ 122,045	\$ 151,906	\$ 182,775	\$ 214,336	\$ 245,198	\$ 248,890	\$ 252,637	\$ 1,639,490
205 Public Saftey	1.1959	\$ 2,210	\$ 4,183	\$ 9,770	\$ 16,663	\$ 23,793	\$ 31,168	\$ 38,794	\$ 46,677	\$ 54,737	\$ 62,619	\$ 63,562	\$ 64,519	\$ 418,695
206 Fire	0.7161	\$ 1,323	\$ 2,505	\$ 5,850	\$ 9,978	\$ 14,247	\$ 18,663	\$ 23,230	\$ 27,950	\$ 32,777	\$ 37,496	\$ 38,061	\$ 38,634	\$ 250,713
207 Police	1.1937	\$ 2,205	\$ 4,175	\$ 9,752	\$ 16,632	\$ 23,749	\$ 31,111	\$ 38,723	\$ 46,592	\$ 54,637	\$ 62,504	\$ 63,445	\$ 64,400	\$ 417,925
208 Park Recr	1.4326	\$ 2,647	\$ 5,011	\$ 11,704	\$ 19,961	\$ 28,502	\$ 37,337	\$ 46,472	\$ 55,916	\$ 65,571	\$ 75,013	\$ 76,142	\$ 77,289	\$ 501,566
211 Sidewalk Fund	0.1910	\$ 353	\$ 668	\$ 1,560	\$ 2,661	\$ 3,800	\$ 4,978	\$ 6,196	\$ 7,455	\$ 8,742	\$ 10,001	\$ 10,152	\$ 10,304	\$ 66,871
213 First Respon	1.4880	\$ 2,749	\$ 5,204	\$ 12,157	\$ 20,733	\$ 29,605	\$ 38,781	\$ 48,270	\$ 58,078	\$ 68,107	\$ 77,914	\$ 79,087	\$ 80,278	\$ 520,962
228 Solid Waste	0.4000	\$ 739	\$ 1,399	\$ 3,268	\$ 5,573	\$ 7,958	\$ 10,425	\$ 12,976	\$ 15,612	\$ 18,308	\$ 20,945	\$ 21,260	\$ 21,580	\$ 140,044
272 Lib/Prk Mnt	0.3532	\$ 653	\$ 1,235	\$ 2,886	\$ 4,921	\$ 7,027	\$ 9,205	\$ 11,458	\$ 13,786	\$ 16,166	\$ 18,494	\$ 18,772	\$ 19,055	\$ 123,658
401 Cap Improvmt	1.4960	\$ 2,764	\$ 5,232	\$ 12,222	\$ 20,844	\$ 29,764	\$ 38,989	\$ 48,529	\$ 58,391	\$ 68,473	\$ 78,333	\$ 79,512	\$ 80,709	\$ 523,763
Grand Rapids CC	1.6951	\$ 3,132	\$ 5,929	\$ 13,849	\$ 23,618	\$ 33,725	\$ 44,179	\$ 54,988	\$ 66,162	\$ 77,586	\$ 88,758	\$ 90,094	\$ 91,451	\$ 593,469
Interurban Trans	1.3950	\$ 2,577	\$ 4,879	\$ 11,397	\$ 19,437	\$ 27,754	\$ 36,357	\$ 45,253	\$ 54,449	\$ 63,850	\$ 73,044	\$ 74,144	\$ 75,260	\$ 488,402
Kent County Oper	4.0987	\$ 7,573	\$ 14,336	\$ 33,486	\$ 57,108	\$ 81,546	\$ 106,822	\$ 132,959	\$ 159,977	\$ 187,601	\$ 214,613	\$ 217,845	\$ 221,125	\$ 1,434,991
Kent ISD	5.4020	\$ 9,981	\$ 18,894	\$ 44,134	\$ 75,267	\$ 107,476	\$ 140,790	\$ 175,237	\$ 210,847	\$ 247,255	\$ 282,856	\$ 287,115	\$ 291,438	\$ 1,891,288
Local Total	28.7908	\$ 53,194	\$ 100,699	\$ 235,218	\$ 401,146	\$ 572,810	\$ 750,360	\$ 933,951	\$ 1,123,740	\$ 1,317,782	\$ 1,507,524	\$ 1,530,224	\$ 1,553,265	\$ 10,079,913
Non-Capturable Millages														
Millage Rate														
GVL School Debt	6.4002	\$ 11,825	\$ 22,385	\$ 52,289	\$ 89,175	\$ 127,336	\$ 166,805	\$ 207,617	\$ 249,808	\$ 292,943	\$ 335,123	\$ 340,169	\$ 345,291	\$ 2,240,766
Non-Capturable Total	6.4002	\$ 11,825	\$ 22,385	\$ 52,289	\$ 89,175	\$ 127,336	\$ 166,805	\$ 207,617	\$ 249,808	\$ 292,943	\$ 335,123	\$ 340,169	\$ 345,291	\$ 2,240,766
Total Tax Increment Revenue (TIR) Disbursed to Taxing Jurisdictions:		\$ 53,194	\$ 100,699	\$ 235,218										\$ 389,111
Total Tax Increment Revenue (TIR) Available for Capture		\$ -	\$ -	\$ -	\$ 401,146	\$ 572,810	\$ 750,360	\$ 933,951	\$ 1,123,740	\$ 1,317,782	\$ 1,507,524	\$ 1,530,224	\$ 1,553,265	\$ 9,690,802
														\$ 10,079,913

NOTES:
 *Assumes homes will be owner-occupied, and therefore, PRE Exempt.
 Tax Increment not captured, disbursed to Taxing Jur.

of Units Closed Per Yr 2 8 20 25 25 25 25 25 25 25

Table 3 – Estimated Reimbursement Schedule

Act 381 Brownfield Plan
3738 52nd Street, City of Wyoming

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	0.0%	\$ -	\$ -	\$ -
Local	100.0%	\$ -	\$ 6,514,378	\$ 6,514,378
TOTAL				
EGLE	0.0%	\$ -	\$ 2,000	\$ 2,000
Pre-Approved	0.0%	\$ -	\$ -	\$ -
MSHDA	100.0%	\$ -	\$ 6,512,378	\$ 6,512,378

Estimated Total
Years of Plan: 9

Estimated Capture	
Administrative Fees	\$ -
State Brownfield Redevelopment Fund	\$ -
Local Brownfield Revolving Fund	\$ -

	0	0	0	1	2	3	4	5	6	7	8	9	TOTAL
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
Total Local Incremental Revenue	\$ -	\$ -	\$ -	\$ 401,146	\$ 572,810	\$ 750,360	\$ 933,951	\$ 1,123,740	\$ 1,317,782	\$ 1,507,524	\$ 1,530,224	\$ 1,553,265	\$ 9,690,802
Tax Split	\$ -	\$ -	\$ -	\$ 120,344	\$ 171,843	\$ 225,108	\$ 280,185	\$ 337,122	\$ 395,335	\$ 452,257	\$ 459,067	\$ 465,979	\$ 2,907,241
Local TIR Available for Reimbursement	\$ -	\$ -	\$ -	\$ 280,802	\$ 400,967	\$ 525,252	\$ 653,765	\$ 786,618	\$ 922,447	\$ 1,055,267	\$ 1,071,157	\$ 1,087,285	\$ 6,783,561
Total State & Local TIR Available	\$ -	\$ -	\$ -	\$ 280,802	\$ 400,967	\$ 525,252	\$ 653,765	\$ 786,618	\$ 922,447	\$ 1,055,267	\$ 1,071,157	\$ 1,087,285	\$ 6,783,561
DEVELOPER													
Reimbursement Balance	\$ 6,514,378	\$ 6,514,378	\$ 6,514,378	\$ 6,514,378	\$ 6,233,576	\$ 5,832,609	\$ 5,307,357	\$ 4,653,591	\$ 3,866,973	\$ 2,944,526	\$ 1,889,259	\$ 818,102	\$ 0
Beginning Balance													
EGLE Environmental Costs	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,914	\$ 1,791	\$ 1,629	\$ 1,429	\$ 1,187	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 2,000	\$ -	\$ -	\$ -	\$ 86	\$ 123	\$ 161	\$ 201	\$ 242	\$ 1,187	\$ -	\$ -	\$ 2,000
Total EGLE Reimbursement Balance	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,914	\$ 1,791	\$ 1,629	\$ 1,429	\$ 1,187	\$ -	\$ -	\$ -	\$ 2,000
MSHDA Costs	\$ 6,512,378	\$ 6,512,378	\$ 6,512,378	\$ 6,512,378	\$ 6,512,378	\$ 6,231,662	\$ 5,830,818	\$ 5,305,727	\$ 4,652,162	\$ 3,865,786	\$ 2,944,526	\$ 1,889,259	\$ 818,102
Local Tax Reimbursement	\$ 6,512,378	\$ -	\$ -	\$ -	\$ 280,716	\$ 400,844	\$ 525,091	\$ 653,565	\$ 786,377	\$ 921,260	\$ 1,055,267	\$ 1,071,157	\$ 818,102
Total MSHDA Reimbursement Balance	\$ 6,512,378	\$ 6,512,378	\$ 6,512,378	\$ 6,512,378	\$ 6,231,662	\$ 5,830,818	\$ 5,305,727	\$ 4,652,162	\$ 3,865,786	\$ 2,944,526	\$ 1,889,259	\$ 818,102	\$ 6,512,378
Total Annual Developer Reimbursement	\$ -	\$ -	\$ -	\$ 280,802	\$ 400,967	\$ 525,252	\$ 653,765	\$ 786,618	\$ 922,447	\$ 1,055,267	\$ 1,071,157	\$ 818,102	\$ 6,514,378
LOCAL BROWNFIELD REVOLVING FUND													
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

Returned to Taxing Jur: \$ 269,183

Appendix 1

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Resolutions Pending

Appendix 2

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Development and Reimbursement Agreement Pending

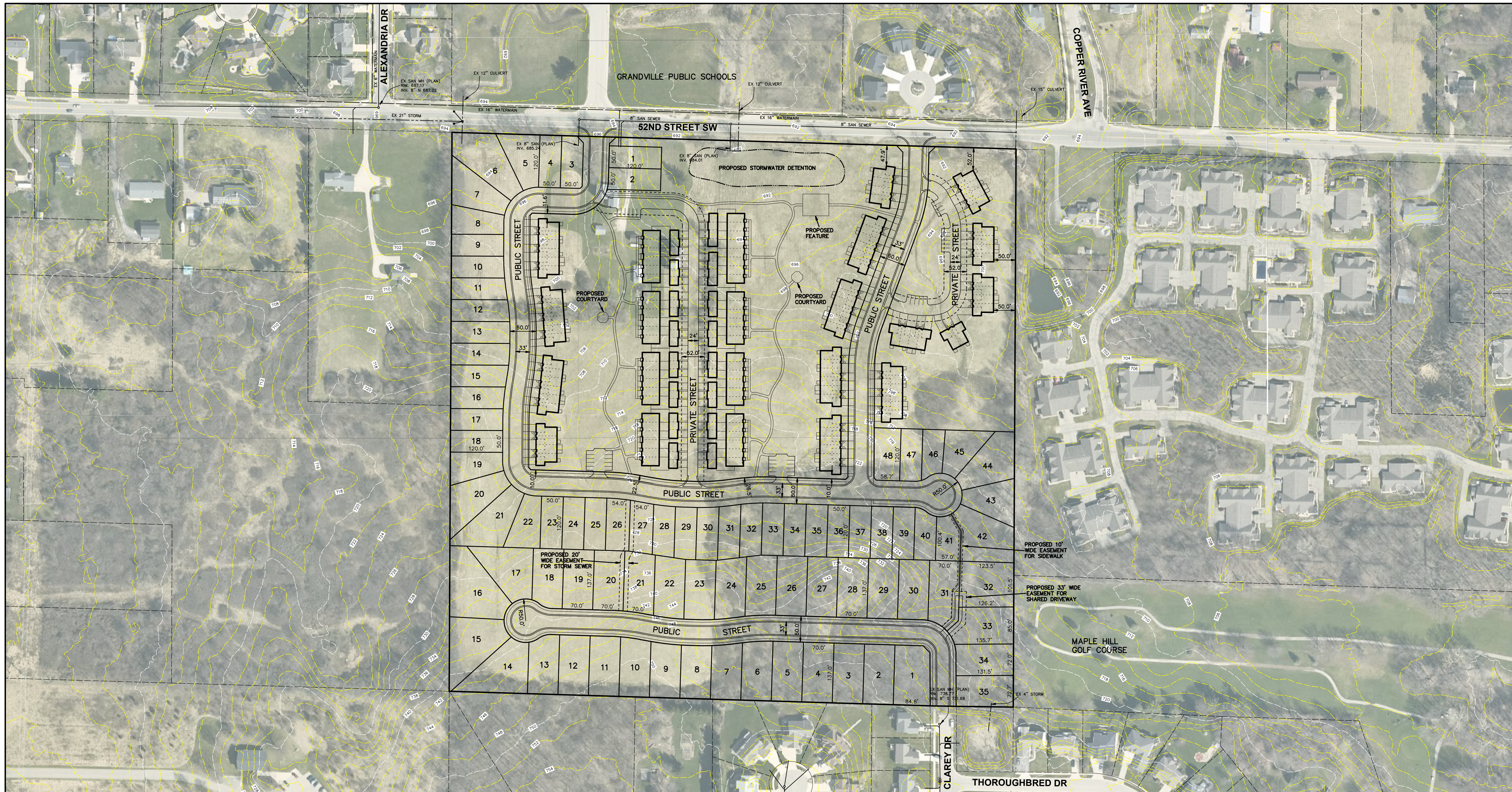
Appendix 3

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Notice Pending

Appendix 4

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Notice Pending

Appendix 5



48 UNITS

SMALL LOT ASSUMPTIONS	
-MINIMUM LOT AREA:	5400 SQFT
-MINIMUM LOT WIDTH:	50'
-60' ROW, 33' B-B CURB (PUBLIC)	
-MINIMUM BUILDING SETBACKS	
FRONT YARD:	30'
SIDE YARD:	7' (16' TOTAL)
REAR YARD:	25'

50 UNITS

THAYER ASSUMPTIONS	
-BLDG TO PUBLIC ROW:	10'
-GARAGE TO PVMT:	20'
-BLDG TO BLDG:	20'
-52' ESMT, 24' PVMT (PRIVATE)	
-MINIMUM BUILDING SETBACKS	
FRONT YARD:	??'
SIDE YARD:	??'
REAR YARD:	??'

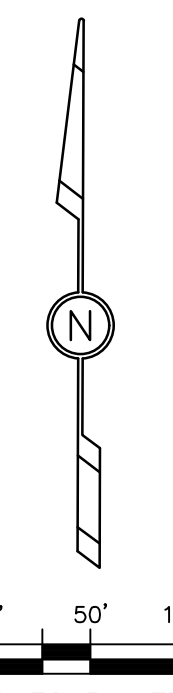
35 UNITS

LARGER LOT ASSUMPTIONS	
-MINIMUM LOT AREA:	8000 SQFT
-MINIMUM LOT WIDTH:	70'
-60' ROW, 33' B-B CURB (PUBLIC)	
-MINIMUM BUILDING SETBACKS	
FRONT YARD:	35'
SIDE YARD:	8' (16' TOTAL)
REAR YARD:	30'

74 UNITS

TOWNHOME ASSUMPTIONS	
-GARAGE TO PVMT (NO WALK):	28'
-GARAGE TO 5' WALK:	20'
-BLDG TO PUBLIC ROW OR 5' WALK:	20'
-BLDG TO 52ND ST ROW:	40'
-BLDG TO BLDG:	20'
-52' ESMT, 24' PVMT (PRIVATE)	
-60' ROW, 33' B-B CURB (PUBLIC)	

207 UNITS TOTAL



2' CONTOUR INTERVAL
SCALE: 1" = 100'

BASE MAP
3738 52ND ST SW
 FOR: EASTBROOK HOMES
 ATTN: MIKE MCGRAW
 1188 EAST PARIS AVENUE SE, SUITE 100
 GRAND RAPIDS, MI 49546
 PART OF THE NE 1/4, SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

CONCEPT
 04/29/25



DATE	REVISION	BY	FILE NO.	DATE	SHEET
		JDR	251185E	04/14/25	1 of 1

General Notes:

- Subject parcel address: 3738 52nd Street SW
PPN: 41-17-32-100-016
- Parcel size:
Gross acreage: 38.1 acres
Net acreage: 30.78 acres (excluding existing and proposed public ROW's and pvt street easements)
- Description per tax records: NE 1/4 NW 1/4, SEC 32 T6N R12W, CITY OF WYOMING, MICHIGAN.
- Mapping:
 - Boundaries are based on available records.
 - 2' interval existing ground contours and topographic features based on available county GIS data.
 - Existing utilities are based on available as-built records.
 - This site is not within a F.E.M.A. Flood Hazard Zone.
- Existing Zoning: EP - Estate Residential
- Proposed Zoning: PUD-4
- Proposed Housing Mix:

Single Family Lots:	46
- 50' wide lots	
- 70' wide lots	35
Townhouses:	
- Rear-load Townhomes:	
(7) 6-unit buildings	50 units
(1) 8-unit building	
- Front-load Townhomes:	
(1) 2-unit building	
(6) 4-unit buildings	74 units
(8) 6-unit buildings	
Total Dwelling Units:	205 units
Overall Density:	205 units/38.1 acres = 5.38 units/acre
Net Density:	205 units/30.78 acres = 6.66 units/acre
- Proposed Regulations:

50' wide Single Family Lot Regulations:

 - Lot Area: 5400 sqft
 - Lot Width: 50' measured at setback
 - Front Setback: 25' to front of garage
 - (6' secondary front for corner lot)
 - Side Setback: 6' (12' total)
 - Rear Setback: 25' **

* Other architectural features may encroach into front setback by up to 6'

** Decks, Patios, and Michigan Rooms may encroach into rear setback.

70' wide Single Family Lot Regulations:

 - Lot Area: 8000 sqft
 - Lot Width: 70' measured at setback
 - Front Setback: 35' to front of garage*
 - (9' secondary front for corner lot)
 - Side Setback: 7' (14' total)
 - Rear Setback: 30' **

* Other architectural features may encroach into front setback by up to 6'

** Decks, Patios, and Michigan Rooms may encroach into rear setback.

Rear-load Townhouse:

 - Building to public ROW: 10'
 - Garage to edge of pavement: 24'
 - Building to building: 16'

Front-load Townhouse:

 - Side of building to public ROW or 5' sidewalk: 5'
 - Building to 52nd Street ROW/PUD Boundary: 30' *
 - Garage to edge of pavement (no sidewalk): 28'
 - Garage to edge of 5' sidewalk: 25'
 - Building to building: 16'

* Decks, Patios, and Michigan Rooms may encroach into setback.
- Proposed Improvements
 - Public Streets - City of Wyoming standards with width exception. (3990' ± total)
 - Private Street - per detail provided. (1250' ± total)
 - Sidewalk shall be installed as shown on plan. (8140' ± total)
 - Utilities - municipal water and sanitary sewer, buried power, communications, and natural gas.
 - Drainage - Detention and storm sewer design will conform to City of Wyoming standards. Detention will be provided in an existing regional pond.
 - Maintenance of private streets and open areas in perpetuity by mandatory association of benefiting properties.
 - Construction will conform to all state and local codes, including but not limited to: Soil Erosion and Sedimentation Control, National Pollutant Discharge Elimination Systems, EGLE protection of regulated areas.
 - Final lighting, signage, and landscaping plans to be designed by others and shall conform to City of Wyoming ordinances.
 - Existing house and buildings will be demolished prior to construction.
 - Final amenities and active and passive landscaped park areas are to be determined.
- Parking:

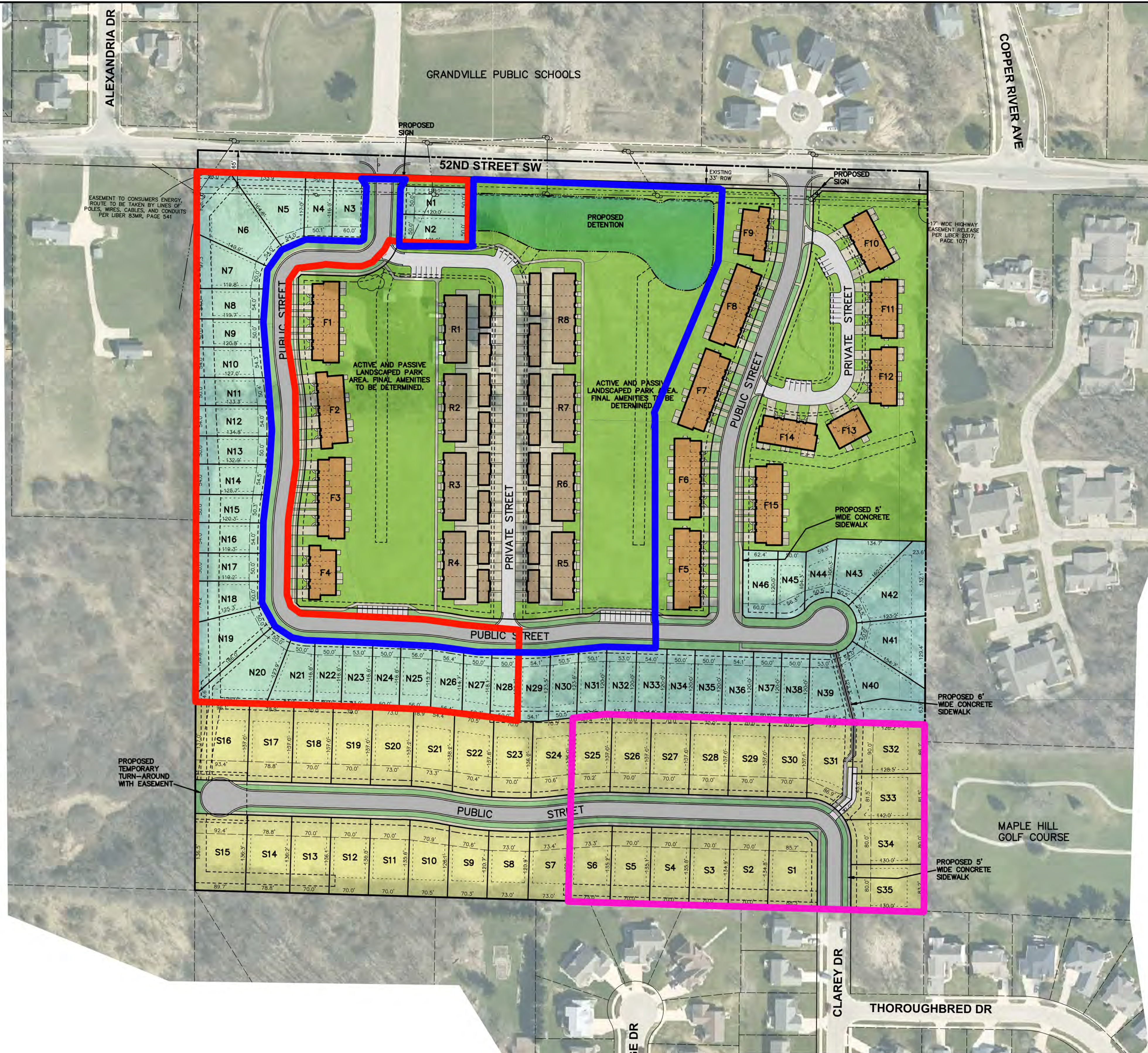
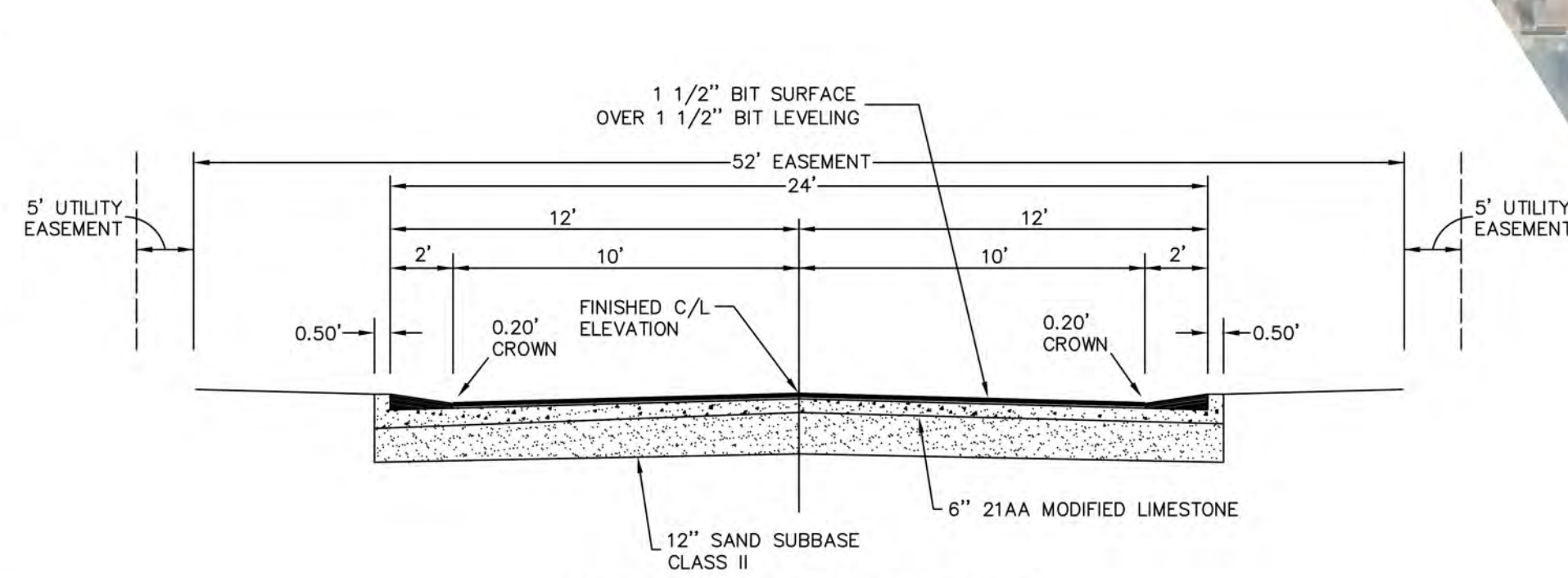
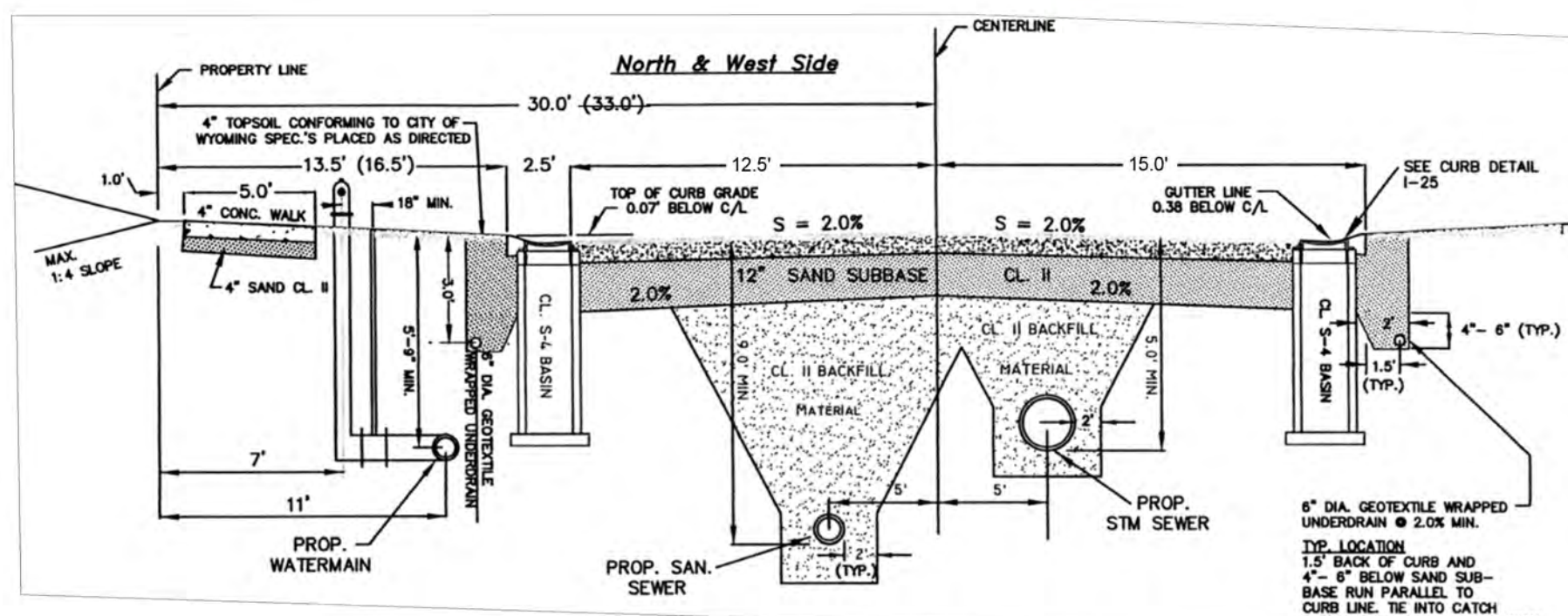
Proposed additional guest parking spaces: 45 (9' x 18' spaces)
- Landscaping:

Street trees to be planted along 52nd Street per Sec. 90-328.
- Open Space Calculation:

Total area = 37.9 acres (excluding proposed 52nd Street ROW)
50' Wide Single Family Lots: 10.5 acres
70' Wide Single Family Lots: 9.8 acres
Rear-load Townhomes: 4.0 acres
Front-load Townhomes: 5.8 acres
Open Space: 7.8 acres (20.5% of total)

LEGEND

- = PROPOSED GREENSPACE
- = PROPOSED R.O.W. GREENSPACE
- N# = PROPOSED 50' WIDE SINGLE FAMILY LOTS
- S# = PROPOSED 70' WIDE SINGLE FAMILY LOTS
- R# = PROPOSED REAR-LOAD TOWNHOME
- F# = PROPOSED FRONT-LOAD TOWNHOME

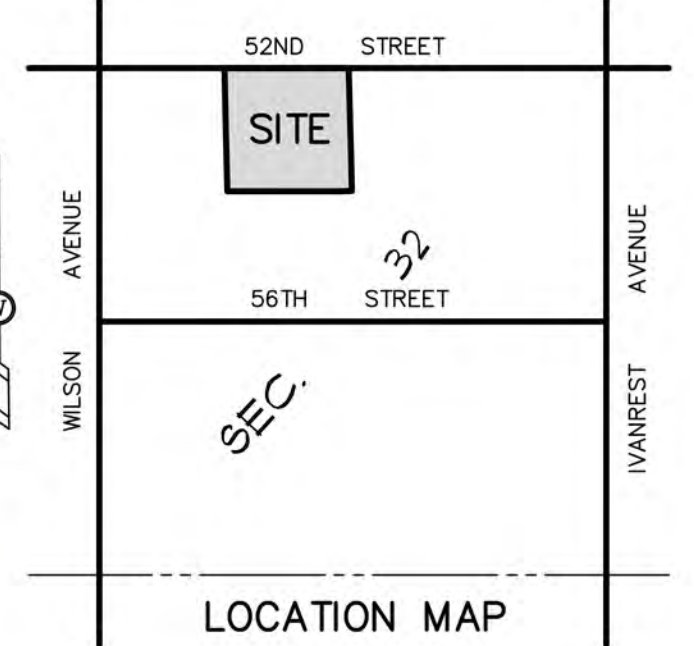


50' WIDE SINGLE FAMILY LOT SIZE

Lot No.	Sq.Feet	Area
1	5998	24
2	6011	25
3	6841	26
4	5804	27
5	10830	28
6	14875	29
7	8431	30
8	6466	31
9	5997	32
10	6667	33
11	6525	34
12	7260	35
13	6712	36
14	6997	37
15	6130	38
16	6453	39
17	5964	40
18	7087	41
19	11090	42
20	12158	43
21	7399	44
22	5800	45
23	6148	46

70' WIDE SINGLE FAMILY LOT SIZE

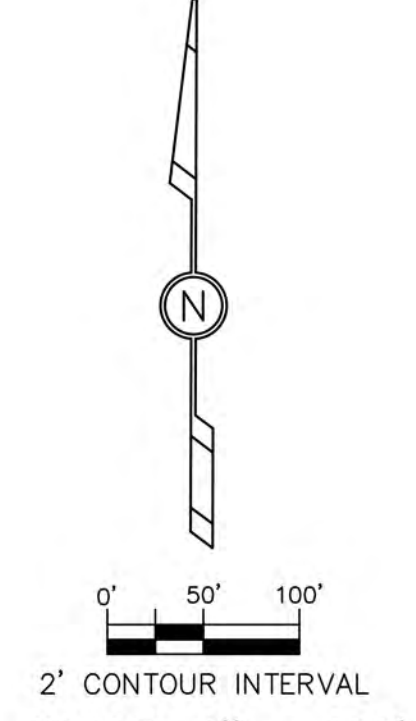
Lot No.	Sq.Feet	Area
1	11546	19
2	9438	20
3	9446	21
4	9454	22
5	9462	23
6	9720	24
7	9078	25
8	8790	26
9	8698	27
10	9355	28
11	9512	29
12	9522	30
13	9530	31
14	10739	32
15	12486	33
16	12916	34
17	10807	35
18	9590	



CONCEPT SITE PLAN
SALMON'S VIEW PUD
 FOR: PARAMOUNT DEVELOPMENT CORPORATION
 ATTN: MIKE MCGRAW
 1188 EAST PARIS AVENUE SE, SUITE 100
 GRAND RAPIDS, MI 49546
 PART OF THE NE 1/4, SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

exel engineering, inc.
 planners • engineers • surveyors
 5252 Clyde Park, S.W. • Grand Rapids, MI 49509
 Phone: (616) 531-3660 www.excelengineering.com

08/19/25	FINAL PUD SUBMITTAL	JDR	JDR	PROJ. ENG.: JSV	SHEET
DATE	REVISION	BY	FILE NO.:	DATE:	1 of 3
			251185E	05/14/25	



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Appendix 6

HOUSING NEEDS ASSESSMENT

Grand Rapids,
(Kent County)
Michigan



BOWEN
NATIONAL
RESEARCH

2025

The PSA has an overall housing gap of **6,333 for-sale units** (up from 6,155 units in 2022). This represents an increase of 178 for-sale units, or an increase of 2.9%, in the for-sale housing gap since the 2022 study. This slight increase in the overall for-sale housing gap is influenced by ongoing household growth, the need for additional availability to provide for a balanced for-sale market, and the *potential* for external market support from the notable number of non-resident commuters into the PSA for employment. The largest *for-sale* housing gap in the city appears to be for households earning between 81% and 120% of AMHI (households generally earning between \$85,121 and \$127,680), which was also the largest for-sale gap in 2022. Although the influence is less than it is for the rental gaps, the severe cost burden factor would increase the overall for-sale housing gaps by 590 if included in the calculations. While future housing efforts should be focused on the income segments with the largest gaps, broad housing initiatives that address all affordability levels will likely have the largest positive impact in the housing market.

SSA (Balance of County) Housing Gap Estimates – Number of Units Needed					
Housing Segment				Current Units Needed (2024-2029)	Previous Update (2022-2027)
	Percent of AMHI	Annual Income*	Rent/Price Range*		
Rentals	≤ 30%	≤ \$31,920	≤ \$798	503	465
	31%-50%	\$31,921-\$53,200	\$799-\$1,330	803	1,402
	51%-80%	\$53,201-\$85,120	\$1,331-\$2,128	1,321	1,601
	81%-120%	\$85,121-\$127,680	\$2,129-\$3,192	1,274	899
	121%+	\$127,681+	\$3,193+	884	740
	TOTAL RENTAL UNITS				4,785
For-Sale	≤ 30%	≤ \$31,920	≤ \$106,400	0	0
	31%-50%	\$31,921-\$53,200	\$106,401 - \$177,333	853	1,358
	51%-80%	\$53,201-\$85,120	\$177,334 - \$283,733	4,623	4,238
	81%-120%	\$85,121-\$127,680	\$283,734 - \$425,600	4,836	4,623
	121%+	\$127,681+	\$425,601+	5,494	5,267
	TOTAL FOR-SALE UNITS				15,806

*Based on approximate 2025 HUD limits for the Grand Rapids-Wyoming, MI MSA (4-person limit)

Note: Number of units assumes product is marketable, affordable and in a marketable location. Variations of product types will impact the actual number of units that can be supported. Additionally, incentives and/or government policy changes could encourage support for additional units that exceed the preceding projections.

Within the SSA (Balance of County), there is an estimated overall housing gap of **4,785 rental units** (down from 5,107 units in 2022) and **15,806 for-sale units** (up from 15,486 units in 2022) over the next five years. This represents a *decrease* of 322 rental units (6.3%) and an *increase* of 320 for-sale units (2.1%) in the overall housing gaps since the 2022 study. This decrease in the rental gaps and *moderate* increase in the for-sale housing gaps are evidence of recent residential development activity, despite the continued increase in demand within the market. The greatest rental housing gap in the SSA is for product affordable to households earning between 51% and 80% of AMHI (households earning between \$53,201 and \$85,120 annually), though the gap for rental product affordable to households earning between 81% and 120% of AMHI is very comparable. Among the for-sale housing gaps, the vast majority of the gaps are for product affordable to households earning 51% or higher of AMHI, with the largest single gap being for households earning 121% or more of AMHI (households earning \$127,681 or more annually). While these represent the largest gaps for each tenure type, future housing efforts should consider the housing gaps across all income cohorts. While

STAFF REPORT

Date: December 1, 2025
Subject: 5840 Wilson Avenue Redevelopment Brownfield Plan
From: Julian Edouard, Economic Development Specialist
CC: Nicole Hofert, Deputy City Manager

RECOMMENDATION:

It is recommended that City Council approve the combined Act 318 Brownfield Plan and Reimbursement Agreement from GJCR, LLC for 5840 Wilson Redevelopment, located at 5840 Wilson Avenue in the amount of \$1,730,500.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Community
 - Goal 4 – Encourage more affordable housing in the city.

DISCUSSION:

GJCR, LLC proposes to develop approximately 5.905 acres of property located at 5840 Wilson Street SW into a multi-family development of 56 residential units, 11 of which will be restricted to households earning 90% or less of the median area income. The Developer anticipates a total investment of \$16,200,000 into the project, with eligible activities commencing in Fall 2025 and project completion anticipated in early 2027. The total cost of eligible activities for which the Developer seeks reimbursement is \$1,730,500.

The property's baseline taxable value in 2025 is \$425,000, with a projected taxable value at full build-out of \$7,170,555. In accordance with the Housing TIF Policy, the plan incorporates a tax increment split whereby 70% of local tax increment revenues will be captured for developer reimbursement, while a 30% pass through of \$625,877 will go to the respective taxing jurisdictions. The Brownfield plan will be completed in 2036 or when eligible activities are fully reimbursed, whichever occurs sooner. In 2037, all the property's taxes will go to the taxing jurisdictions.

The Wyoming Brownfield Redevelopment Authority (WBRA) approved the proposed Act 381 Brownfield Plan and reimbursement agreement at its November 10, 2025 meeting.

**CITY OF WYOMING BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN FOR 5840 WILSON REDEVELOPMENT**

November 6, 2025

Introduction

GJCR, LLC (“**Developer**”) is proposing the redevelopment of 5840 Wilson Avenue SW (the “**Property**”). Currently, the Property consists of one parcel totaling 5.905 acres of single-family residential in the City of Wyoming, including an existing single-family two-story home, with two small greenhouses and a small livestock enclosure. See **Figure 1** for a map of the Property and **Figure 2** for the Property’s legal description. Developer plans to demolish the existing structures and construct a new multi-family residential development, consisting of a total of fifty-six (56) units, comprised of thirty-four (34) 2-bedroom units and twenty-two (22) 3-bedroom units with each unit having an attached garage, as depicted in the site plans attached as **Figure 4** (the “**Project**”).

The Developer is seeking to utilize the Housing TIF program and intends to designate eleven (11) of the units (four (4) 3-beds and seven (7) 2-beds) for tenants earning 90% of area median income (AMI) or less. The Project will facilitate the development of housing projected to be rented to households earning 120% or less of the AMI, of which there is a demand for 1,417 units by 2029 as identified by the Grand Rapids/Kent County Housing Needs Assessment, linked below:

Grand Rapids, Michigan					
Rental Housing Gap Estimates (2024-2029)					
Percent of Median Income	≤ 30%	31%-50%	51%-80%	81%-120%	121%+
Household Income Range	≤ \$31,920	\$31,921-\$53,200	\$53,201-\$85,120	\$85,121-\$127,680	\$127,681+
Monthly Rent Range	≤ \$798	\$799-\$1,330	\$1,331-\$2,128	\$2,129-\$3,192	\$3,193+
Household Growth	-1,017	-257	638	1,034	1,106
Balanced Market*	651	379	-310	-89	-60
Replacement Housing**	885	386	271	84	28
External Market Support^	835	486	1,531	1,264	855
Step-Down Support	199	227	-33	-73	-386
Less Pipeline Units	-64	-149	-236	-803	-458
Overall Units Needed	1,489	1,072	1,927	1,417	1,085
Total Rental Housing Gap (Units)					6,990

[Grand Rapids, \(Kent County\) MI, 2025 Housing Needs Assessment | Housing Next](#)

Total capital investment is estimated to be approximately \$16.2 million. Construction is expected to begin in late 2025/early 2026 and is expected to be completed by mid-2027.

Basis of Eligibility

The Property is considered an “eligible property” as defined in Act 381 of 1996, as amended, because the construction of residential units in a mixed-use project makes the Property a “housing property” under Section 2(y) of the Act.

The Property includes a single parcel of property located at 5840 Wilson Avenue SW, Wyoming, MI 49418. See **Figure 1** for a map of the Property and **Figure 2** for the Property’s tax parcel numbers and legal descriptions.

Required Elements of Brownfield Plan

1. A description of costs intended to be paid for with the tax increment revenues. (MCL 125.2663(2)(a))

Developer will seek tax increment financing (“TIF”) from available local taxes, school operating taxes, and state education tax millage for eligible activities at the Property, for department specific activities, demolition, housing development activities (site preparation and infrastructure improvements), brownfield plan/work plan preparation (Developer) and implementation (City) totaling \$1,730,500.

The table below presents estimated costs of the eligible activities for the Project which qualify for reimbursement from TIF:

Eligible Activities – Table 1	
Task	Cost Estimate
1. Department Specific Activities	\$ 12,500
2. Housing Development Activities - Infrastructure Improvements	\$ 1,638,000
<i>Eligible Activity Sub-total</i>	<i>\$ 1,650,00</i>
3. Brownfield and Work Plan Preparation and Development	\$ 30,000
4. Brownfield and Work Plan Implementation	\$ 50,000
ELIGIBLE ACTIVITY TOTAL	\$ 1,730,500

2. A brief summary of the eligible activities that are proposed for each eligible property. (MCL 125.2663(2)(b))

“Eligible activities” are defined in Act 381 of 1996, as amended (the “Act”) as meaning one or more of the following: (i) department specific activities; (ii) relocation of public buildings or operations for economic development purposes; (iii) reasonable cost of environmental insurance; (iv) reasonable cost of developing, preparing and implementing brownfield plans, combined brownfield plans, and work plans; (v) demolition of structures that is not a response activity under Part 201 of NREPA; and (vi) lead, asbestos, or mold abatement. In addition, in qualified local governmental units such as the City of Wyoming, where a project includes housing property located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan, the Act includes the following additional activities under the definition of “eligible activities”: (A) housing development activities; (B) infrastructure improvements that are necessary for housing property and support housing development activities; and (C) site preparation that is not a response activity and that supports housing development activities.

The cost of eligible activities is estimated in the table above and includes the following:

- a. Department Specific Activities. Pre-approved department specific activities costs include Phase I and Phase II environmental site assessments and pre-demolition surveys.
 - b. Housing Development Activities. To support the critical need for attainable housing in the City, Developer intends to designate eleven (11) of the Project's residential units for income qualified households (i.e., those with an annual household income of not more than 90% AMI). Housing Development Activities for the Project include infrastructure improvements (i.e. utilities, parking, roadways, landscaping, etc., including associated general conditions, fee, A/E costs).
 - c. Brownfield Plan Preparation and Development. Costs incurred to prepare and develop this Plan, as required per the Act.
 - d. Brownfield Plan/Work Plan Implementation. Costs associated with the City's implementation of this Plan, as required per the Act.
- 3. An estimate of the captured taxable value and tax increment revenues for each year of the Plan from each parcel of eligible property and in the aggregate. [MCL 125.2663(2)(c)].**

An estimate of the real property tax capture for TIF is attached as **Table 2**. The initial taxable value for the Plan will be the value established by the next assessment roll for which equalization will be completed following the date the resolution adding the Property is adopted by the governing body (i.e. 2026 value established 12/31/2025). The Plan intends to capture 70% of the tax increment revenues generated from the Project with the remaining 30% passed through to the respective taxing jurisdictions.

- 4. The method by which the costs of the Plan will be financed, including a description of any advances made or anticipated to be made for the costs of the Plan from the City. (MCL 125.2663(2)(d))**

The cost of the eligible activities included in the Plan and related to the Project will initially be paid for by Developer, and it will seek reimbursement through available local and school property tax increment revenues during the term of the Plan. Plan Implementation costs will be incurred by the Authority and they will be proportionally reimbursed from available TIF.

- 5. The maximum amount of the note or bonded indebtedness to be incurred, if any. MCL 125.2663(2)(e).**

No bonds or notes will be issued for the Project.

- 6. The proposed beginning date and duration of capture of tax increment revenues, which shall not exceed the lesser of (1) the period required to pay for the eligible activities from tax increment revenues plus the period of capture authorized for the local site remediation revolving fund or (2) 30 years. (MCL 125.2663(2)(f) and MCLA**

125.2663b(16)).

The duration of the Plan for the Project is estimated to be 11 years. It is estimated that development of the Property will be completed by mid-2027 and reimbursement will be capped at a maximum of 10 years from available tax increment revenues. Therefore, the first year of tax increment capture will be 2027 and the Plan will remain in place until Developer is fully reimbursed (subject to the cap of 10yrs).

7. An estimate of the future tax revenues of all taxing jurisdictions in which the Property is located to be generated during the term of the Plan. (MCL 125.2663(2)(g))

An estimate of real property tax capture is attached as **Table 2**. The initial taxable value for the Plan will be the value established by the next assessment roll for which equalization will be completed following the date the resolution adding the Property is adopted by the governing body (i.e. 2026 value established 12/31/2025).

8. A legal description of each parcel of eligible property to which the Plan applies, a map showing the location and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property, and a statement of whether personal property is included as a part of the eligible property. (MCL 125.2663(2)(h))

- a. See site map in **Figure 1** and legal description in **Figure 2**.
- b. The Property is an “eligible property” because it is “housing property,” as defined in the Act.
- c. Characteristics of Property: The Property is currently 5.905 acres of single-family residential space in the City of Wyoming, which includes a two-story single-family residential property. The rest of the Property includes three small agricultural structures and a pond.
- d. Personal property: All new personal property added to the Property is included as part of the “eligible property,” to the extent it is taxable.

9. Estimates of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, the plan must include a demographic survey of the persons to be displaced, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals. (MCLA 125.2663(2)(i))

There are no persons currently residing on this Property and, therefore, no families or individuals will be displaced.

10. A plan for establishing priority for the relocation of persons displaced by implementation of the Plan, if applicable. (MCL 125.2663(2)(j))

There are no persons currently residing on the Property and, therefore, no families or individuals will be displaced.

11. Provision for the costs of relocating persons displaced by implementation of the Plan, and financial assistance and reimbursement of expenses, if any. (MCL 125.2663(2)(k))

There are no persons currently residing on the Property and, therefore, no families or individuals will be displaced.

12. A strategy for compliance with the Michigan Relocation Assistance Act, if applicable. (MCL 125.2663(2)(l))

There are no persons currently residing on the Property and, therefore, no families or individuals will be displaced.

13. Other material that the Authority or the City Council considers pertinent. (MCL 125.2663(2)(m))

Development of the Property will generate increased long-term tax revenue for the taxing jurisdictions and stimulate additional investment in the surrounding community. The Project will significantly improve the overall use of the Property by redeveloping low-density single-family housing and unused space into much needed multi-family residential apartments in the Southwest part of the City alongside a major corridor.

Figure 1
Property Location and Site Maps



Figure 2

Description of Eligible Property

Parcel Number: 41-17-32-300-047

Property Address: 5840 WILSON AVE SW, WYOMING, MICHIGAN 49418

Legal Description: E 286.90 FT OF W 1/2 SE 1/4 SE 1/4 EX N 925 FT & EX S 33 FT ALSO S 100 FT OF N 925 FT OF W 1/2 SE 1/4 SE 1/4 EX W 33 FT ALSO COM AT INT OF E LINE OF DEAN LAKE AVE & S LINE OF N 825 FT OF W 1/2 SE 1/4 SE 1/4 TH N 10 FT ALONG SD E LINE TH E 167.60 FT TH S 10 FT TH W 167.60 FT ALONG S LINE OF N 825 FT OF W 1/2 SE 1/4 SE 1/4 TO BEG * SEC 9 T7N R11W 3.90 A.

Figure 3
Current Site Plan



Figure 4
Proposed Site Plan

Table 2
TIF Table

Tax Increment Revenue Capture Estimates
5840 Wilson Redevelopment
Wyoming, Michigan
November 6, 2025

Estimated Taxable Value (TV) Increase Rate: 2% per year		0	1	2	3	4	5	6	7	8	9	10	TOTAL
Plan Year	Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
	*Base Taxable Value	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000
	Estimated New TV		\$ 425,000	\$ 6,000,000	\$ 6,120,000	\$ 6,242,400	\$ 6,367,248	\$ 6,494,593	\$ 6,624,485	\$ 6,756,975	\$ 6,892,114	\$ 7,029,956	\$ 7,029,956
	Incremental Difference (New TV - Base TV)		\$ -	\$ 5,575,000	\$ 5,695,000	\$ 5,817,400	\$ 5,942,248	\$ 6,069,593	\$ 6,199,485	\$ 6,331,975	\$ 6,467,114	\$ 6,604,956	\$ 6,604,956

School Capture	Millage Rate	0	1	2	3	4	5	6	7	8	9	10	TOTAL
State Education Tax (SET)	6.0000	\$ -	\$ -	\$ 33,450	\$ 34,170	\$ 34,904	\$ 35,653	\$ 36,418	\$ 37,197	\$ 37,992	\$ 38,803	\$ 39,630	\$ 328,217
School Operating Tax	18.0000	\$ -	\$ -	\$ 100,350	\$ 102,510	\$ 104,713	\$ 106,960	\$ 109,253	\$ 111,591	\$ 113,976	\$ 116,408	\$ 118,889	\$ 984,650
School Total	24.0000	\$ -	\$ -	\$ 133,800	\$ 136,680	\$ 139,618	\$ 142,614	\$ 145,670	\$ 148,788	\$ 151,967	\$ 155,211	\$ 158,519	\$ 1,312,866
	30% Pass-through			\$ (40,140)	\$ (41,004)	\$ (41,885)	\$ (42,784)	\$ (43,701)	\$ (44,636)	\$ (45,590)	\$ (46,563)	\$ (47,556)	\$ (262,573)
	70% Capture			\$ 93,660	\$ 95,676	\$ 97,732	\$ 99,830	\$ 101,969	\$ 104,151	\$ 106,377	\$ 108,648	\$ 110,963	\$ 1,050,293

Local Capture	Millage Rate	0	1	2	3	4	5	6	7	8	9	10	TOTAL
OPERATING	4.6579	\$ -	\$ -	\$ 25,968	\$ 26,527	\$ 27,097	\$ 27,678	\$ 28,272	\$ 28,877	\$ 29,494	\$ 30,123	\$ 30,765	\$ 254,800
PUBLIC SAFET	1.1895	\$ -	\$ -	\$ 6,631	\$ 6,774	\$ 6,920	\$ 7,068	\$ 7,220	\$ 7,374	\$ 7,532	\$ 7,693	\$ 7,857	\$ 65,069
FIRE	0.7123	\$ -	\$ -	\$ 3,971	\$ 4,057	\$ 4,144	\$ 4,233	\$ 4,323	\$ 4,416	\$ 4,510	\$ 4,607	\$ 4,705	\$ 38,965
POLICE	1.1873	\$ -	\$ -	\$ 6,619	\$ 6,762	\$ 6,907	\$ 7,055	\$ 7,206	\$ 7,361	\$ 7,518	\$ 7,678	\$ 7,842	\$ 64,949
PARKS RECR	1.4250	\$ -	\$ -	\$ 7,944	\$ 8,115	\$ 8,290	\$ 8,468	\$ 8,649	\$ 8,834	\$ 9,023	\$ 9,216	\$ 9,412	\$ 77,951
FIRST RESPON	1.4801	\$ -	\$ -	\$ 8,252	\$ 8,429	\$ 8,610	\$ 8,795	\$ 8,984	\$ 9,176	\$ 9,372	\$ 9,572	\$ 9,776	\$ 80,966
SOLID WASTE	0.4000	\$ -	\$ -	\$ 2,230	\$ 2,278	\$ 2,327	\$ 2,377	\$ 2,428	\$ 2,480	\$ 2,533	\$ 2,587	\$ 2,642	\$ 21,881
LIB/PRK MNT	0.3513	\$ -	\$ -	\$ 1,958	\$ 2,001	\$ 2,044	\$ 2,088	\$ 2,132	\$ 2,178	\$ 2,224	\$ 2,272	\$ 2,320	\$ 19,217
GRAND RAPIDS CC	1.6793	\$ -	\$ -	\$ 9,362	\$ 9,564	\$ 9,769	\$ 9,979	\$ 10,193	\$ 10,411	\$ 10,633	\$ 10,860	\$ 11,092	\$ 91,862
INTERURBAN TRANS	1.3817	\$ -	\$ -	\$ 7,703	\$ 7,869	\$ 8,038	\$ 8,210	\$ 8,386	\$ 8,566	\$ 8,749	\$ 8,936	\$ 9,126	\$ 75,583
KENT COUNTY OP	4.0605	\$ -	\$ -	\$ 22,637	\$ 23,125	\$ 23,622	\$ 24,128	\$ 24,646	\$ 25,173	\$ 25,711	\$ 26,260	\$ 26,819	\$ 222,121
KENT ISD	5.3515	\$ -	\$ -	\$ 29,835	\$ 30,477	\$ 31,132	\$ 31,800	\$ 32,481	\$ 33,177	\$ 33,886	\$ 34,609	\$ 35,346	\$ 292,742
COUNTY JAIL	0.7487	\$ -	\$ -	\$ 4,174	\$ 4,264	\$ 4,355	\$ 4,449	\$ 4,544	\$ 4,642	\$ 4,741	\$ 4,842	\$ 4,945	\$ 40,956
COUNTY ZOO/MUS	0.4173	\$ -	\$ -	\$ 2,326	\$ 2,377	\$ 2,428	\$ 2,480	\$ 2,533	\$ 2,587	\$ 2,642	\$ 2,699	\$ 2,756	\$ 22,827
COUNTY CHILD DEV	0.2390	\$ -	\$ -	\$ 1,332	\$ 1,361	\$ 1,390	\$ 1,420	\$ 1,451	\$ 1,482	\$ 1,513	\$ 1,546	\$ 1,579	\$ 13,074
COUNTY SENIOR	0.4961	\$ -	\$ -	\$ 2,766	\$ 2,825	\$ 2,886	\$ 2,948	\$ 3,011	\$ 3,076	\$ 3,141	\$ 3,208	\$ 3,277	\$ 27,138
COUNTY VET	0.0496	\$ -	\$ -	\$ 277	\$ 282	\$ 289	\$ 295	\$ 301	\$ 307	\$ 314	\$ 321	\$ 328	\$ 2,713
DISTRICT LIBRARY	1.1000	\$ -	\$ -	\$ 6,133	\$ 6,265	\$ 6,399	\$ 6,536	\$ 6,677	\$ 6,819	\$ 6,965	\$ 7,114	\$ 7,265	\$ 60,173
Local Total	26.9271	\$ -	\$ -	\$ 150,119	\$ 153,350	\$ 156,646	\$ 160,008	\$ 163,437	\$ 166,934	\$ 170,502	\$ 174,141	\$ 177,852	\$ 1,472,987
	30% Pass-through			\$ (45,036)	\$ (46,005)	\$ (46,994)	\$ (48,002)	\$ (49,031)	\$ (50,080)	\$ (51,151)	\$ (52,242)	\$ (53,356)	\$ (294,597)
	70% Capture			\$ 105,083	\$ 107,345	\$ 109,652	\$ 112,005	\$ 114,406	\$ 116,854	\$ 119,351	\$ 121,898	\$ 124,497	\$ 1,178,390

Non-Capturable Millages	Millage Rate	0	1	2	3	4	5	6	7	8	9	10	TOTAL
Sewer/Water Imp.	1.4893	\$ -	\$ -	\$ 8,303	\$ 8,482	\$ 8,664	\$ 8,850	\$ 9,039	\$ 9,233	\$ 9,430	\$ 9,631	\$ 9,837	\$ 81,469
Sidewalk/Snow	0.1899	\$ -	\$ -	\$ 1,059	\$ 1,081	\$ 1,105	\$ 1,128	\$ 1,153	\$ 1,177	\$ 1,202	\$ 1,228	\$ 1,254	\$ 10,388
School Debt	6.4002	\$ -	\$ -	\$ 35,681	\$ 36,449	\$ 37,233	\$ 38,032	\$ 38,847	\$ 39,678	\$ 40,526	\$ 41,391	\$ 42,273	\$ 350,109
Total Non-Capturable Taxes	8.0794	\$ -	\$ -	\$ 45,043	\$ 46,012	\$ 47,001	\$ 48,010	\$ 49,039	\$ 50,088	\$ 51,159	\$ 52,250	\$ 53,364	\$ 441,966

Total Tax Increment Revenue (TIR) Available for Capture \$ - \$ - \$ 198,743 \$ 203,021 \$ 207,384 \$ 211,835 \$ 216,375 \$ 221,005 \$ 225,728 \$ 230,546 \$ 235,460 \$ 1,950,097

Footnotes:
Assumes proposed buildout with annual inflation of 2%
Assumes 70% capture with 30% passthrough

Tax Increment Revenue Capture Estimates
5840 Wilson Redevelopment
Wyoming, Michigan
November 6, 2025

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	43.8%	\$ 758,245		\$ 758,245
Local	56.2%	\$ 972,255	\$ -	\$ 972,255
TOTAL		\$ 1,730,500	\$ -	\$ 1,730,500
MSHDA - City	2.9%	\$ 50,000		\$ 50,000
MSHDA - Developer	97.1%	\$ 1,680,500	\$ -	\$ 1,680,500

Estimated Total Years of Plan: 11

Estimated Capture	\$ 1,835,222
Administrative Fees	0
State Brownfield Redevelopment F	\$ 114,876
Local Brownfield Revolving Fund	0

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL	
Total State Incremental Revenue	\$ -	\$ -	\$ 93,660	\$ 95,676	\$ 97,732	\$ 99,830	\$ 101,969	\$ 104,151	\$ 106,377	\$ 108,648	\$ 110,963	\$ 919,007	
State Brownfield Redevelopment Fund (50% of SET)	\$ -	\$ -	\$ (11,708)	\$ (11,960)	\$ (12,217)	\$ (12,479)	\$ (12,746)	\$ (13,019)	\$ (13,297)	\$ (13,581)	\$ (13,870)	\$ (114,876)	
State TIR Available for Reimbursement	\$ -	\$ -	\$ 81,953	\$ 83,717	\$ 85,516	\$ 87,351	\$ 89,223	\$ 91,132	\$ 93,080	\$ 95,067	\$ 97,093	\$ 804,131	
Total Local Incremental Revenue	\$ -	\$ -	\$ 105,083	\$ 107,345	\$ 109,652	\$ 112,005	\$ 114,406	\$ 116,854	\$ 119,351	\$ 121,898	\$ 124,497	\$ 1,031,091	
Local TIR Available for Reimbursement	\$ -	\$ -	\$ 105,083	\$ 107,345	\$ 109,652	\$ 112,005	\$ 114,406	\$ 116,854	\$ 119,351	\$ 121,898	\$ 124,497	\$ 1,031,091	
Total State & Local TIR Available	\$ -	\$ -	\$ 187,036	\$ 191,061	\$ 195,168	\$ 199,356	\$ 203,629	\$ 207,986	\$ 212,431	\$ 216,965	\$ 221,589	\$ 1,835,222	
	Beginning Balance												
PROJECT Reimbursement Balance	\$ 1,730,500	\$ 1,730,500	\$ 1,730,500	\$ 1,730,500	\$ 1,543,464	\$ 1,352,403	\$ 1,157,235	\$ 957,879	\$ 754,250	\$ 546,264	\$ 333,833	\$ 116,868	\$ -
MSHDA Housing TIF Costs - Developer	\$ 1,680,500	\$ 1,680,500	\$ 1,680,500	\$ 1,680,500	\$ 1,498,869	\$ 1,313,328	\$ 1,123,799	\$ 930,203	\$ 732,458	\$ 530,481	\$ 324,187	\$ 113,491	
State Tax Reimbursement	\$ -	\$ -	\$ 79,585	\$ 81,298	\$ 83,045	\$ 84,827	\$ 86,645	\$ 88,499	\$ 90,391	\$ 92,320	\$ 94,288	\$ 736,337	
Local Tax Reimbursement	\$ -	\$ -	\$ 102,047	\$ 104,243	\$ 106,484	\$ 108,769	\$ 111,100	\$ 113,478	\$ 115,903	\$ 118,376	\$ 120,863	\$ 944,163	
Total MSHDA Reimbursement Balance	\$ 1,680,500	\$ 1,680,500	\$ 1,498,869	\$ 1,313,328	\$ 1,123,799	\$ 930,203	\$ 732,458	\$ 530,481	\$ 324,187	\$ 113,491	\$ -		
MSHDA Housing TIF Costs - City	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 44,596	\$ 39,076	\$ 33,436	\$ 27,676	\$ 21,793	\$ 15,783	\$ 9,646	\$ 3,377	
State Tax Reimbursement	\$ -	\$ -	\$ 2,368	\$ 2,419	\$ 2,471	\$ 2,524	\$ 2,578	\$ 2,633	\$ 2,689	\$ 2,747	\$ 2,806	\$ 21,908	
Local Tax Reimbursement	\$ -	\$ -	\$ 3,036	\$ 3,102	\$ 3,168	\$ 3,236	\$ 3,306	\$ 3,376	\$ 3,448	\$ 3,522	\$ 3,597	\$ 28,092	
Total MSHDA Reimbursement Balance	\$ 50,000	\$ 50,000	\$ 44,596	\$ 39,076	\$ 33,436	\$ 27,676	\$ 21,793	\$ 15,783	\$ 9,646	\$ 3,377	\$ -		
Local Only Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Local Only Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Annual Developer Reimbursement	\$ -	\$ -	\$ 181,631	\$ 185,541	\$ 189,529	\$ 193,596	\$ 197,745	\$ 201,977	\$ 206,293	\$ 210,696	\$ 113,491	\$ 1,680,500	
LOCAL BROWNFIELD REVOLVING FUND													
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:

Assumes proposed buildout with annual inflation of 2%

Table 3
Potential Rent Loss

Tax Increment Revenue Capture Estimates
 5840 Wilson Redevelopment
 Wyoming, Michigan
 November 6, 2025

Housing TIF Financing Gap Cap Calculation - Multifamily Rental

Project: 5840 Wilson

*120% AMI as Control Rent

FORMULA	Developer AMI Commitment	Location	Type	Control Rent*	-	Project Rent**	=	PRL	x	No. of Units	x	No. of Months	x	No. of Years	=	PRL GAP CAP	Per Unit Avg	
End Unit - 3 Bed																		
Developer Market Rent Control	90% Kent		3 bedroom	\$3,321	-	\$2,458	=	\$863	x	4	x	12	x	10	=	\$414,240	\$103,560	
Middle Unit - 2 Bed																		
Developer Market Rent Control	90% Kent		2 bedroom	\$2,874	-	\$2,121	=	\$753	x	7	x	12	x	10	=	\$632,520	\$90,360	
										TOTAL Housing Subsidy						\$1,046,760		\$95,160

**Includes Utility Allowances

*MSHDA Control Rents

FORMULA	Developer AMI Commitment	Location	Type	Control Rent*	-	Project Rent**	=	PRL	x	No. of Units	x	No. of Months	x	No. of Years	=	PRL GAP CAP	Per Unit Avg	
End Unit - 3 Bed																		
MSHDA Control Rents	90% Kent		3 bedroom	\$4,700	-	\$2,458	=	\$2,242	x	4	x	12	x	10	=	\$1,076,160	\$269,040	
Middle Unit - 2 Bed																		
MSHDA Control Rents	90% Kent		2 bedroom	\$3,608	-	\$2,121	=	\$1,487	x	7	x	12	x	10	=	\$1,248,660	\$178,380	
										TOTAL Housing Subsidy						\$2,324,820		\$211,347

**Includes Utility Allowances

Approved BRA TIF Request for Financing Gap/Renovation	\$0
--	------------

Other Housing Activities Allowed

Department Specific Activities	\$12,500
Infrastructure Improvements	
Survey	20,000
Utilities	1,150,000
Paving	95,000
Landscaping	50,000
Irrigation	66,000
Allocated GC/Fee/AE	257,000
Sub-total	<u>\$1,650,500</u>
BF/WP Prep and Development	\$30,000
BF/WP Implementation	\$50,000

Total Housing Subsidy Requested for Approval	\$1,730,500
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CITY OF WYOMING

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

December 15, 2025

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 25-14

Subject: Acceptance of a Utilities Easement for 5160 Byron Center Avenue SW
(AKP The Retreat, LLC and Indiana limited liability company)

Councilmembers:

AKP The Retreat, LLC., owner of 5160 Byron Center Avenue SW, has submitted the following described Utilities Easement. The Utilities Easement conveys rights to construct and maintain multiple utilities, including watermain, storm sewer and sanitary sewer. The Easement area is shown on the attached Exhibit "A".

Grantor:	AKP The Retreat, LLC
Parent Parcel:	41-17-27-300-049
Easement Area	See Exhibit "A"
Consideration:	\$1.00

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

Respectfully submitted,



John Shay
City Manager

Attachments: Utilities Easement
Exhibit "A"

202510100066001

Total Pages: 3
10/10/2025 08:58 AM Fees: \$30.00
Lisa Posthumus Lyons, County Clerk/Register
Kent County, MI



**CITY OF WYOMING
UTILITIES EASEMENT**
Parcel Nos. 41-17-27-300-049

The Grantor, **AKP The Retreat, LLC** an **Indiana limited liability company**, whose address is 5100 Charles Court, Suite 101 Zionsville, IN 46077.

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 **Utilities Easement** for Sanitary Sewer, and Watermain purposes (herein after referred to as "Utilities"), including the right to enter upon the real property at any time and to construct, reconstruct, replace, repair, operate and maintain the Utilities 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 Utilities and appurtenances, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, reconstruction, replacement, repair, operation, and maintenance of said Utilities 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 Utilities Easement Area and Utilities Easement Legal Description (Parcel Nos. 41-17-27-300-049)

For the full consideration of ONE and NO/100 DOLLARS (\$1.00)

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

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

Grantor shall not grant an easement to any other party within the Easement Area without the prior written consent of the City of Wyoming.

DATED: 10-9-2025

Approved as to form:

Attorney for the City of Wyoming

GRANTOR:

J.R. Kendall
J.R. Kendall, Member
AKP The Retreat, LLC

STATE OF INDIANA)
)ss.
COUNTY OF MARION)
 Boone

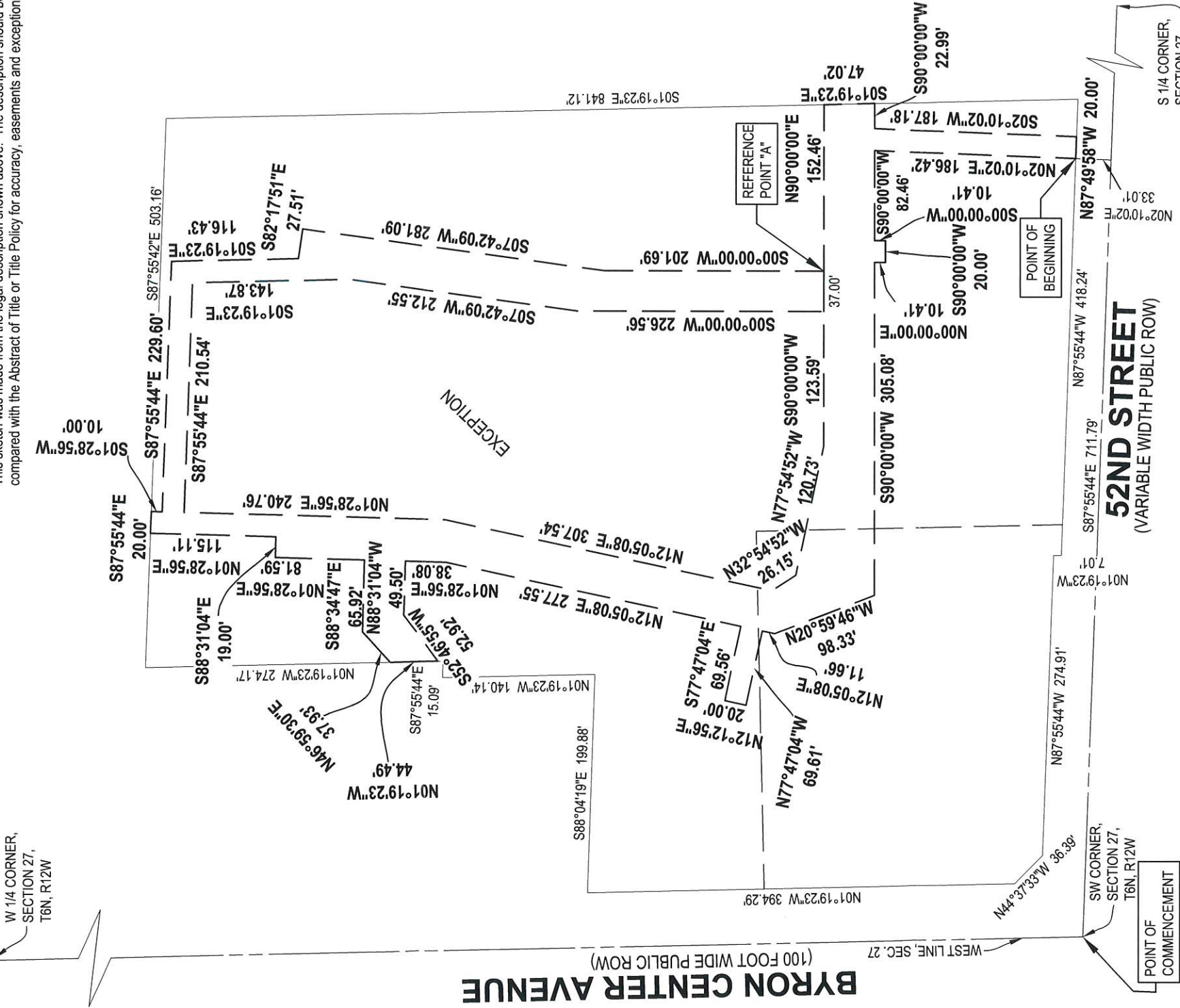
The foregoing instrument was acknowledged before me in Boone ~~Marion~~ County, Indiana on this 28 day of May, 2025, by J.R. Kendall, Member of AKP The Retreat, LLC, an Indiana limited liability company.



Jennifer Kelleher
Jennifer Kelleher, Notary Public

Prepared By:
Robert T. Berends
Hederveld Inc
217 Grandville Ave
GRAND RAPIDS MI 49503

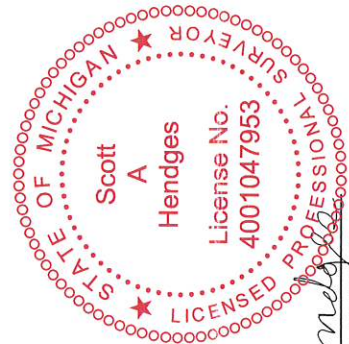
This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.



DESCRIPTION

An Easement for Public Utilities described as: Part of the Southwest 1/4 of Section 27, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Southwest corner of said Section; thence S87°55'44"E 711.79 feet along the South line of said Section; thence N02°10'02"E 33.01 feet to the Point of Beginning; thence continuing N02°10'02"E 186.42 feet; thence S90°00'00"W 82.46 feet; thence S00°00'00"W 10.41 feet; thence S90°00'00"W 20.00 feet; thence N00°00'00"W 10.41 feet; thence S90°00'00"W 305.08 feet; thence N20°59'46"W 98.33 feet; thence N12°05'08"E 11.66 feet; thence N77°47'04"W 69.61 feet; thence N12°12'56"E 20.00 feet; thence S77°47'04"E 69.56 feet; thence N12°05'08"E 277.55 feet; thence N01°28'56"E 38.08 feet; thence N88°31'04"W 49.50 feet; thence S52°46'55"W 52.92 feet; thence N01°19'23"W 44.49 feet; thence N46°59'30"E 37.93 feet; thence S88°34'47"E 65.92 feet; thence N01°28'56"E 81.59 feet; thence S88°31'04"E 19.00 feet; thence N01°28'56"E 115.11 feet; thence S87°55'44"E 20.00 feet; thence S01°28'56"W 10.00 feet; thence S87°55'44"E 229.60 feet; thence S01°19'23"E 116.43 feet; thence S82°17'51"E 27.51 feet; thence S07°42'09"W 281.09 feet; thence S00°00'00"W 201.69 feet to Reference Point "A"; thence N90°00'00"E 152.46 feet; thence S01°19'23"E 47.02 feet; thence S90°00'00"W 22.99 feet; thence S02°10'02"W 187.18 feet; thence N87°49'58"W 20.00 feet to the Point of Beginning.

EXCEPT:
 Part of the Southwest 1/4 of Section 27, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the said Reference Point "A"; thence S90°00'00"W 37.00 feet to the Point of Beginning; thence S90°00'00"W 123.59 feet; thence N77°54'52"W 120.73 feet; thence N32°54'52"W 26.15 feet; thence N12°05'08"E 307.54 feet; thence N01°28'56"E 240.76 feet; thence S87°55'44"E 210.54 feet; thence S01°19'23"E 143.87 feet; thence S07°42'09"W 212.55 feet; thence S00°00'00"W 226.56 feet to the Point of Beginning.



By: *Scott A. Hendges*
 Scott A. Hendges Licensed Professional Surveyor No. 4001047953

SCALE: 1" = 120'



American Kendall Property Group, LLC
 Mike Speedy
 3600 Woodview Trce, Ste 130
 Indianapolis, IN 46268

DRAWN BY: DS	DATE: 12/21/2023	PRJ #: 19400951DSC5
REV. BY:	REV. DATE:	1 OF 1

NEDERVELD
 www.nederveld.com • 800.222.1868
 Grand Rapids
 217 Grandville Ave., Suite 302
 Grand Rapids, MI 49503
 Ann Arbor, Chicago, Columbus,
 Holland, Indianapolis

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO LORI PUNG FOR HER SERVICE
AS A MEMBER OF THE DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF WYOMING

WHEREAS:

1. Lori Pung has served faithfully and effectively as a member of the Downtown Development Authority since 2023.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Lori Pung for her dedicated service as a member of the Downtown Development Authority.

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 December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO KIMBERLY KOSTER
FOR HER SERVICE AND DEDICATION TO THE CITY OF WYOMING

WHEREAS:

1. Kim Koster began working for the Wyoming Police Department in January 1996 as a police officer and will officially retire as Director of Police and Fire Services in January 2026.
2. During her career, Kim Koster served in numerous roles in the department and was ultimately appointed as Director of Public Safety in 2018.
3. Due to her knowledge and experience, Kim Koster has been called upon to serve on regional, state and national organizations serving public safety and law enforcement professions.
4. Her commitment, willingness, and ability to understand and respond to the concerns of Wyoming citizens has made a substantial contribution to the betterment of this community, all while mentoring, supporting, and leading her colleagues and staff.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council, on behalf of the staff and citizens of Wyoming, does hereby express its sincere appreciation to Kim Koster for her many years of service and unwavering commitment to the City of Wyoming.
2. The City Council wishes Kim Koster the very best in her retirement and all future endeavors.

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 December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

A RESOLUTION TO DESIGNATE AN ACTING MAYOR

WHEREAS:

1. Section 4.4 of the City Charter provides for the City Council's designation of an Acting Mayor in the event of absence or disability of both the Mayor and Mayor Pro Tem.
2. Due to scheduled absences of both the Mayor and Mayor Pro Tem, an Acting Mayor is needed from January 5 through January 7, 2026, including chairing the regularly scheduled City Council meeting on January 5, 2026.
3. During the period from January 5 through January 7, 2026, the Acting Mayor may be called upon to assume all the powers and duties of the Mayor.

NOW, THEREFORE, BE IT RESOLVED:

1. By a majority vote of its members, the City Council designates Councilmember _____ to serve as the Acting Mayor from January 5 through January 7, 2026.
2. During this time Councilmember _____, as Acting Mayor, can be called upon to assume all the powers and duties of the Mayor.

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 December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO GRANT FINAL PLAT APPROVAL FOR RIVERTOWN
VALLEY PHASE 7

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed plat will provide 43 residential lots to complement this endeavor.
2. The proposed subdivision will integrate into the existing subdivision.
3. The proposed subdivision complies with the City's Master Plan, Zoning Ordinance and Subdivision Ordinance.
4. City Council granted preliminary plat final approval of the proposed subdivision at their December 16, 2024, meeting.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Wyoming City Council does hereby grant Final Plat Approval for Rivertown Valley Phase 7.

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 December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

December 15, 2025

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for a Final Plat Approval for the proposed Rivertown Valley Phase 7 subdivision.

Recommendation: To approve the final plat request.

Dear Ms. VandenBerg,

Josh Sanders has requested final plat approval for Rivertown Valley Phase 7. The platting of subdivisions is a multi-step process.

The petitioner proposes 43 lots developed to R-1 residential standards (10,000 square foot minimum lot size). The plat was granted Preliminary Plat – Tentative Approval at Planning Commission on February 20 and City Council on March 4, 2024.

The second step is Preliminary Plat – Final Approval, which provides full engineering detail for the construction of the plat. Preliminary Plat – Final Approval was granted by City Council on December 16, 2024.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development. Per Section 74-242, City Council shall consider the final plat and review for conformance with the ordinance. The applicant has complied with the requirements of Section 74-241.

Respectfully submitted,



Nicole Hofert, Director of Community and Economic
Development
Community and Economic Development Department

Cc: John Shay, City Manager

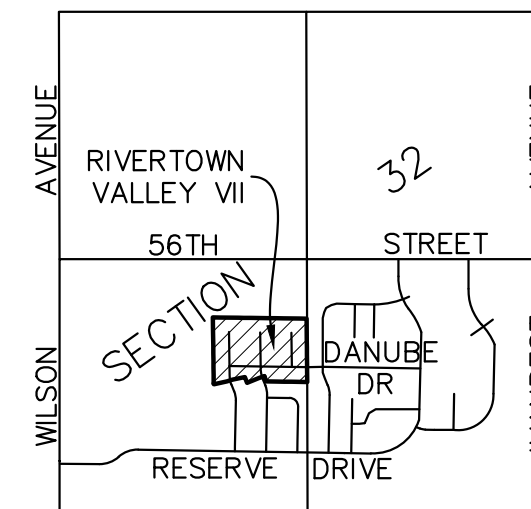
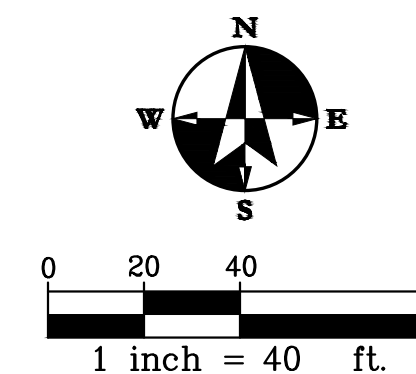
RIVERTOWN VALLEY VII

PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN

SHEET 1 OF 7

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER AND THE CITY OF WYOMING, WHICH ARE RECORDED IN INSTRUMENT NO. _____ OF RECORDS OF THIS COUNTY.

LOCATION MAP
NO SCALE:



LEGEND

PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY VI, AS RECORDED IN INSTRUMENT NO. 202210200081136 IN THE KENT COUNTY REGISTER OF DEEDS. ALL CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS. ALL DIMENSIONS ARE IN FEET. SET CONCRETE MONUMENTS CONSISTING OF A STEEL BAR 1/2 INCH IN DIAMETER, 36 INCHES LONG ENCASED IN 4 INCH DIAMETER CONCRETE AT ALL POINTS INDICATED AS "o". FOUND CONCRETE MONUMENTS CONSISTING OF A STEEL BAR 1/2 INCH IN DIAMETER ENCASED IN 4 INCH DIAMETER CONCRETE AT ALL POINTS INDICATED AS "●". ALL LOT MARKERS ARE 1/2 INCH IN DIAMETER STEEL BARS, 18 INCHES IN LENGTH WITH A SURVEY CAP LABELED "H&S 57885". (R) = RADIAL LINES. ALL OTHERS ARE NON-RADIAL.

SURVEYOR'S CERTIFICATE

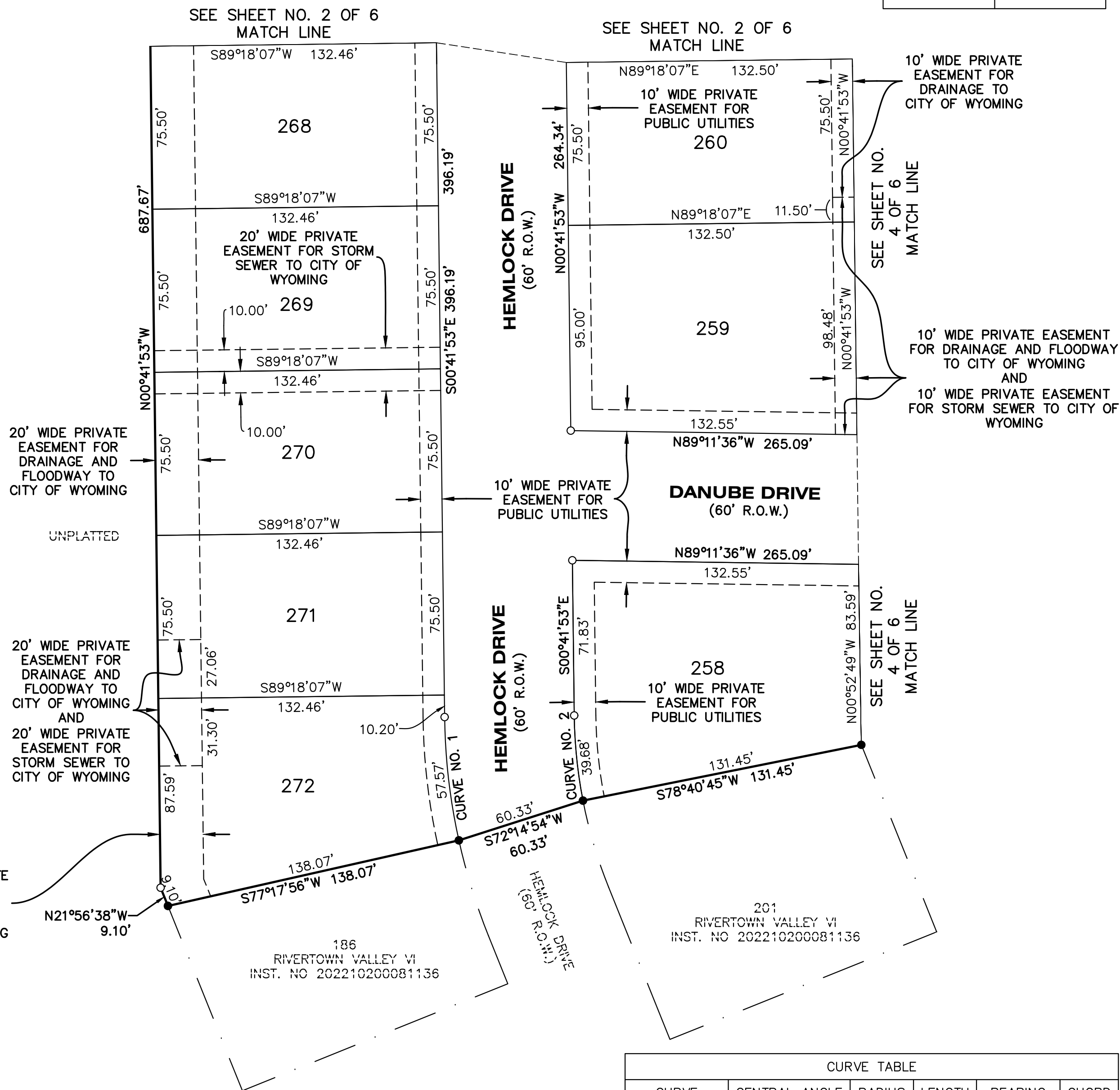
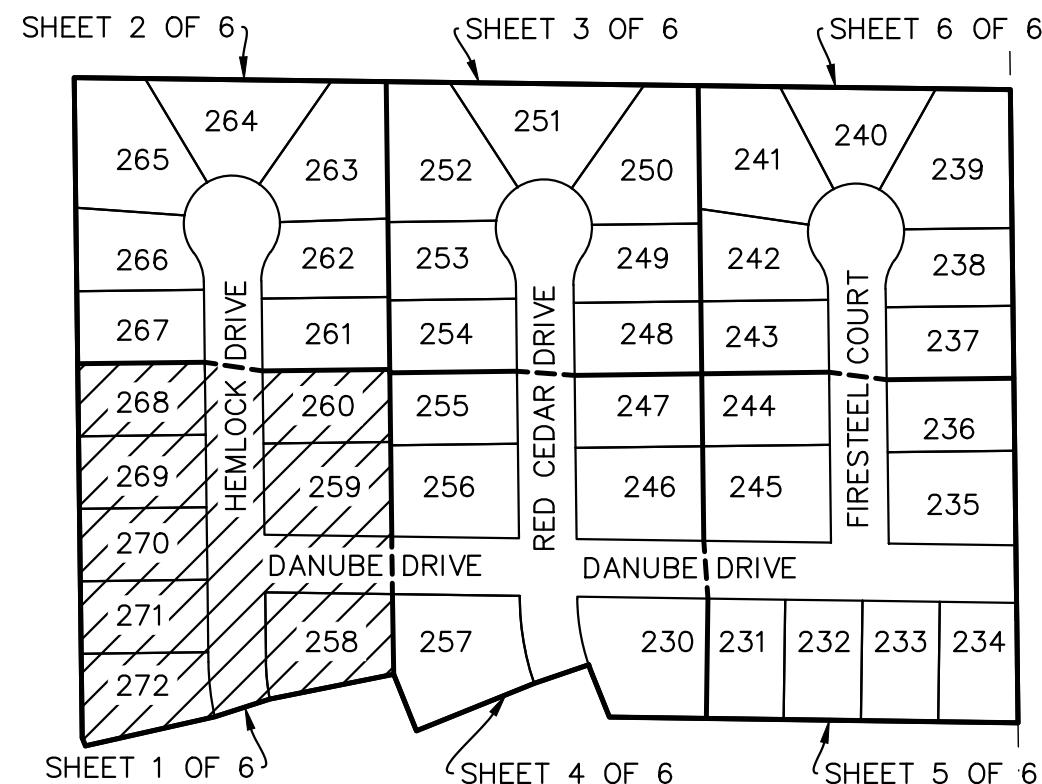
I, TRAVIS A. KRENTZ, SURVEYOR, CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS: RIVERTOWN VALLEY VII, PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, DESCRIBED AS: PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST; THENCE ALONG THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION, NORTH 00 DEGREES 41 MINUTES 53 SECONDS WEST 1319.27 FEET TO THE NORTHEAST CORNER OF LOT 226 OF RIVERTOWN VALLEY VI (INSTRUMENT NUMBER 202210200081136); THENCE ALONG THE NORTH LINE OF RIVERTOWN VALLEY VI FOR THE FOLLOWING NINE CALLS; NORTH 89 DEGREES 11 MINUTES 36 SECONDS WEST 425.69 FEET; NORTH 21 DEGREES 56 MINUTES 38 SECONDS WEST 46.91 FEET; NORTHWESTERLY 11.69 FEET ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 20 DEGREES 25 MINUTES 18 SECONDS WEST 11.69 FEET, DELTA ANGLE BEING 03 DEGREES 02 MINUTES 39 SECONDS; SOUTH 71 DEGREES 06 MINUTES 02 SECONDS WEST 60.00 FEET; SOUTH 68 DEGREES 03 MINUTES 22 SECONDS WEST 132.22 FEET; NORTH 21 DEGREES 56 MINUTES 38 SECONDS WEST 63.50 FEET; SOUTH 78 DEGREES 40 MINUTES 45 SECONDS WEST 131.45 FEET; SOUTH 72 DEGREES 14 MINUTES 54 SECONDS WEST 60.33 FEET; SOUTH 77 DEGREES 17 MINUTES 56 SECONDS WEST 138.07 FEET; THENCE NORTH 21 DEGREES 56 MINUTES 38 SECONDS WEST 9.10 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 53 SECONDS WEST 687.67 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 15 MINUTES 56 SECONDS EAST 975.25 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SECTION 32 AND THE WEST LINE OF RIVERTOWN VALLEY I, IN LIBER 116 OF PLATS ON PAGES 34-39, KENT COUNTY RECORDS; THENCE ALONG SAID NORTH AND SOUTH QUARTER LINE, THE WEST LINE OF RIVERTOWN VALLEY I (LIBER 116 PAGE 34-39), THE WEST LINE OF RIVERTOWN VALLEY II (INSTRUMENT NUMBER 200505060053371), AND THE WEST LINE OF RIVERTOWN VALLEY IV (INSTRUMENT NUMBER 202002120012496), SOUTH 00 DEGREES 41 MINUTES 53 SECONDS EAST 659.57 FEET, TO THE POINT OF BEGINNING; PARCEL CONTAINS 14.63 ACRES. THIS PLAT CONTAINS 43 LOTS. THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND. THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT. THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY, AS REQUIRED BY THE ACT. THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY THE ACT. THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY THE ACT AND AS EXPLAINED IN THE LEGEND.

TIMOTHY A. STEWART
PRINCIPAL
PROFESSIONAL ENGINEER # 6201041039

TRAVIS A. KRENTZ
PROFESSIONAL LAND SURVEYOR # 4001057885

HURLEY & STEWART, L.L.C. (A MICHIGAN LIMITED LIABILITY COMPANY)
2800 SOUTH 11TH STREET
KALAMAZOO, MICHIGAN, 49009 DATE: _____

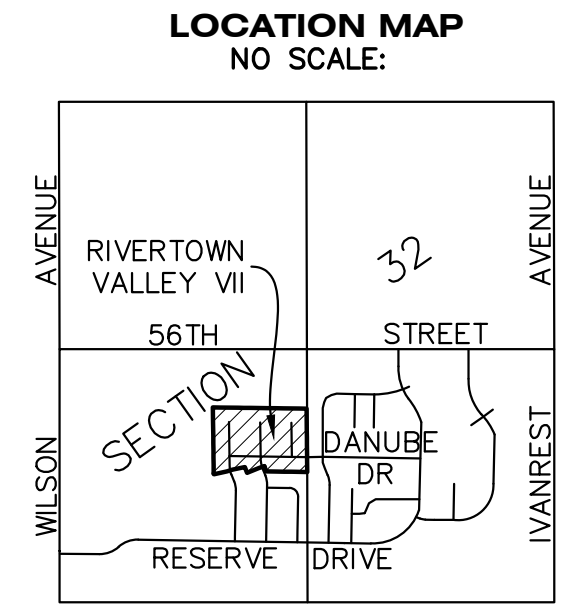
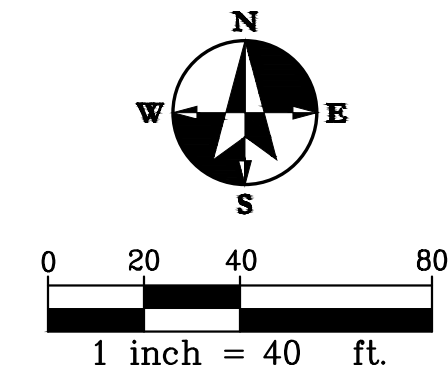
INDEX KEY MAP



CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
CURVE NO. 1	12°00'11"	274.78'	57.57'	S6°35'14"E	57.46'
CURVE NO. 2	10°20'03"	220.00'	39.68'	S5°51'54"E	39.63'

RIVERTOWN VALLEY VII
PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWN 06
NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT,
STATE OF MICHIGAN
SHEET 2 OF 7

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER AND THE CITY OF WYOMING, WHICH ARE RECORDED IN INSTRUMENT NO. _____ OF RECORDS OF THIS COUNTY.



LEGEND

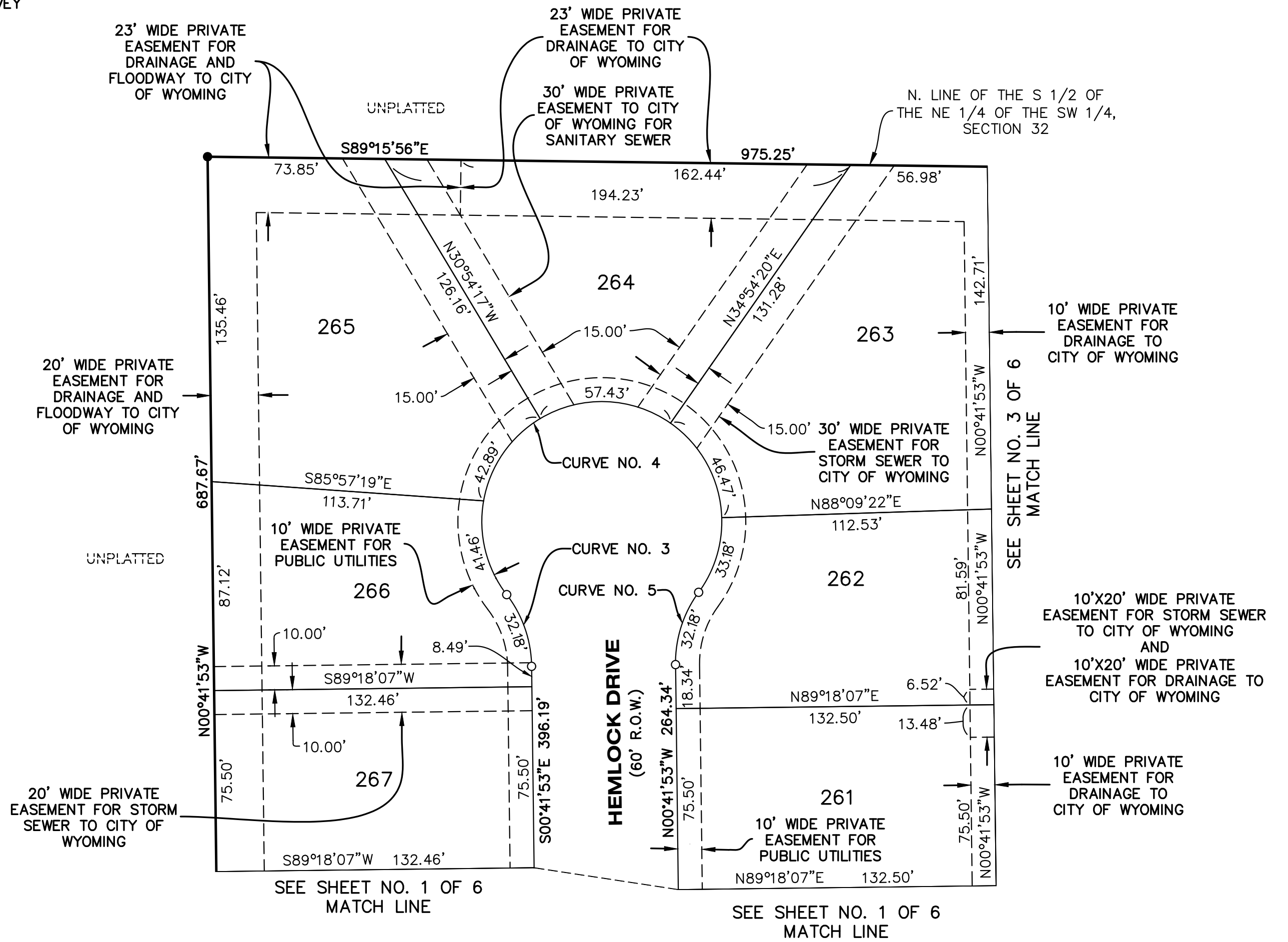
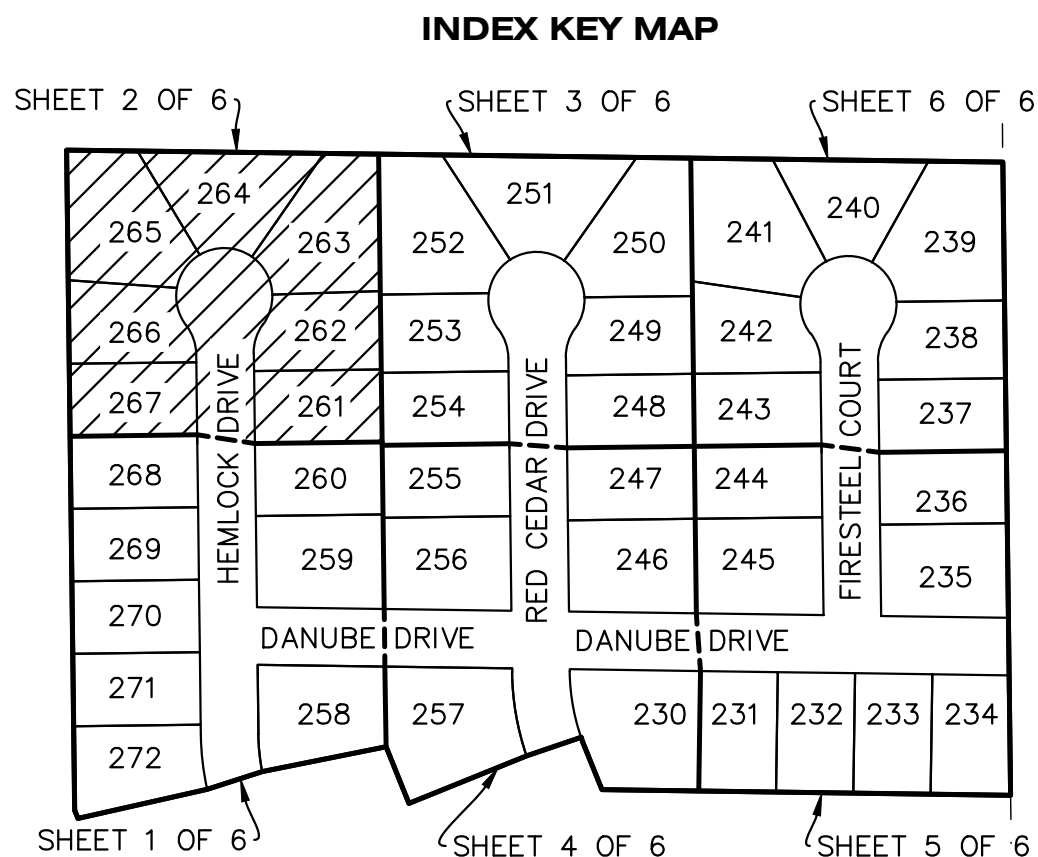
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 (R) = RADIAL LINES. ALL OTHERS ARE NON-RADIAL.

HURLEY AND STEWART
 2800 SOUTH 11TH STREET
 KALAMAZOO, MICHIGAN, 49009

TRAVIS A. KRENTZ
 PROFESSIONAL LAND SURVEYOR # 4001057885

DATE: _____

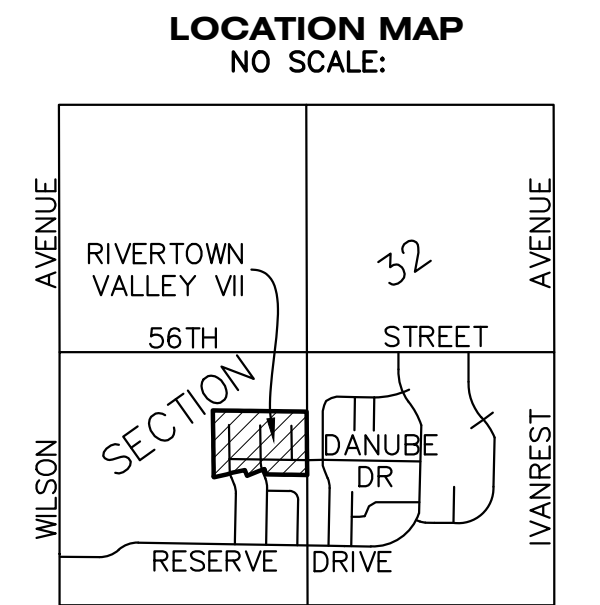
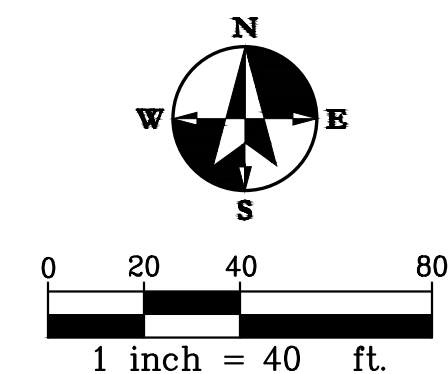
CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
CURVE NO. 3	36°52'12"	50.00'	32.18'	S19°07'58"E	31.62'
CURVE NO. 4	253°44'23"	50.00'	221.43'	N89°18'07"E	80.00'
CURVE NO. 5	36°52'12"	50.00'	32.18'	N17°44'13"E	31.62'



RIVERTOWN VALLEY VII

PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN
SHEET 3 OF 7

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER AND THE CITY OF WYOMING, WHICH ARE RECORDED IN INSTRUMENT NO. _____ OF RECORDS OF THIS COUNTY.



LEGEND

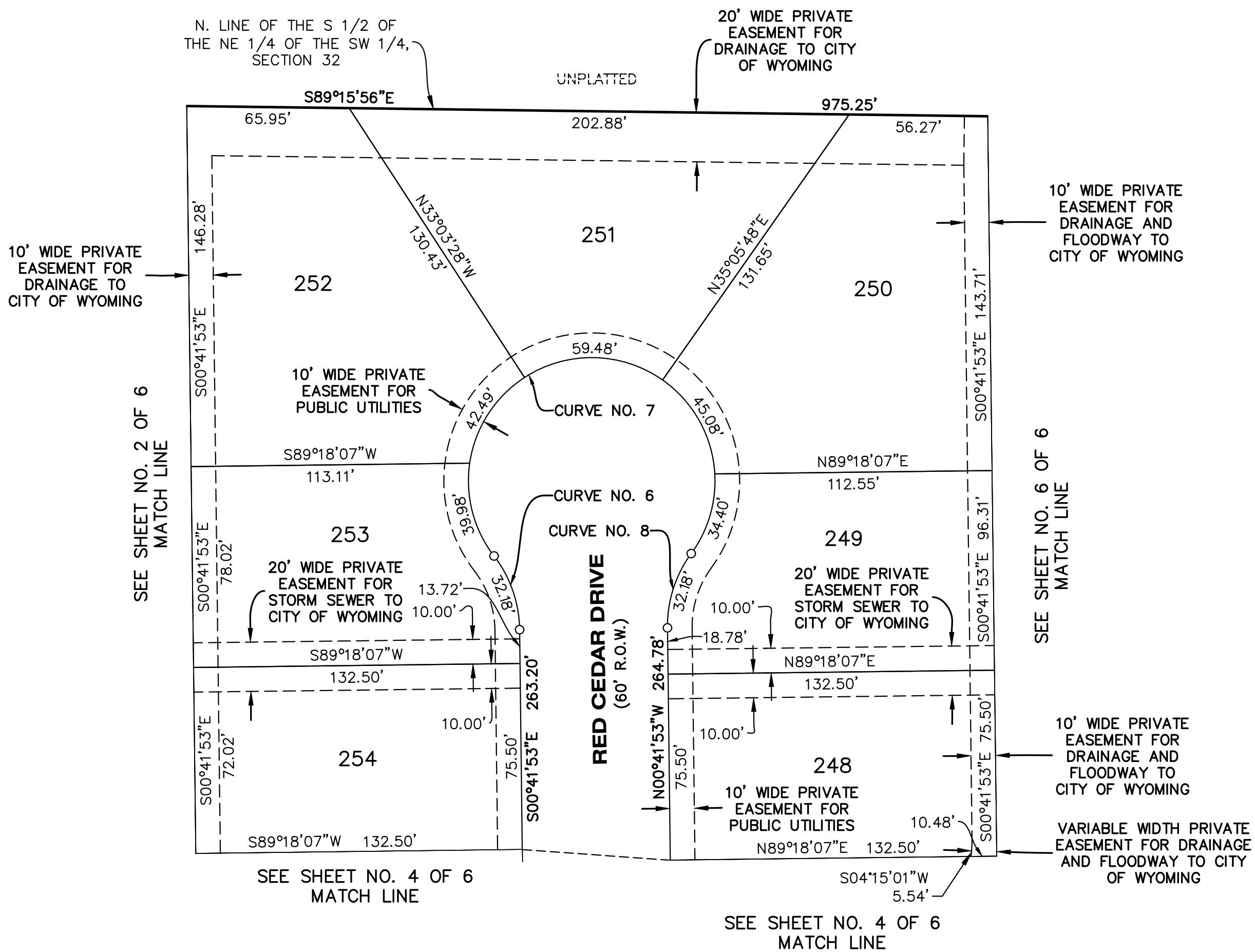
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HURLEY AND STEWART
 2800 SOUTH 11TH STREET
 KALAMAZOO, MICHIGAN, 49009

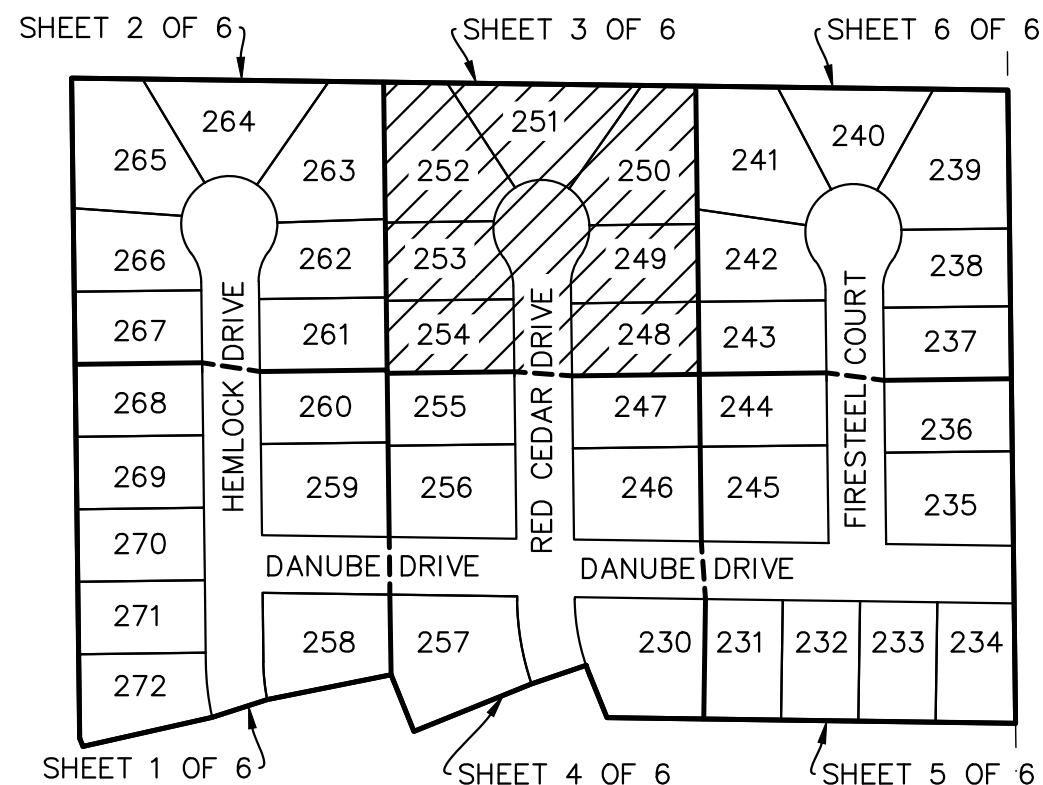
TRAVIS A. KRENTZ
 PROFESSIONAL LAND SURVEYOR # 4001057885

DATE: _____

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
CURVE NO. 6	36°52'12"	50.00'	32.18'	S19°07'58"E	31.62'
CURVE NO. 7	253°44'23"	50.00'	221.43'	N89°18'07"E	80.00'
CURVE NO. 8	36°52'12"	50.00'	32.18'	N17°44'13"E	31.62'

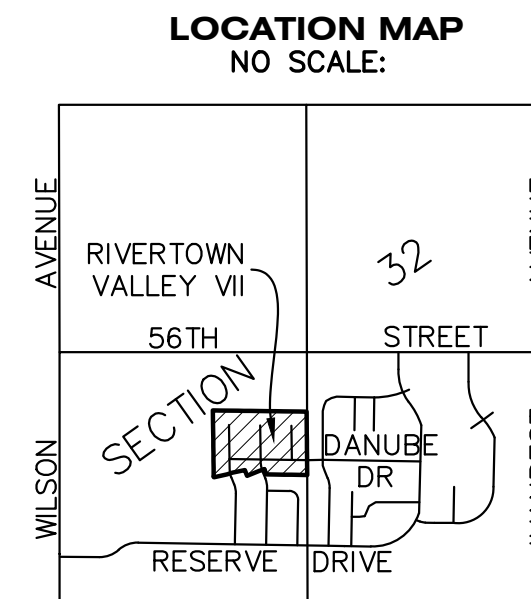
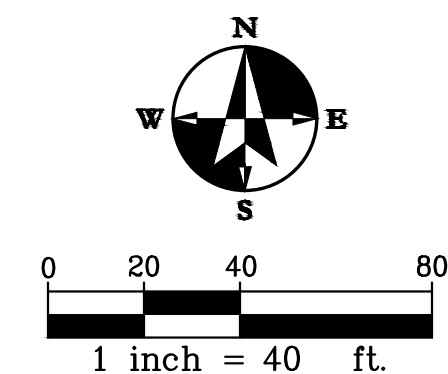


INDEX KEY MAP



RIVERTOWN VALLEY VII
PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWN 06
NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT,
STATE OF MICHIGAN
SHEET 4 OF 7

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER AND THE CITY OF WYOMING, WHICH ARE RECORDED IN INSTRUMENT NO. _____ OF RECORDS OF THIS COUNTY.



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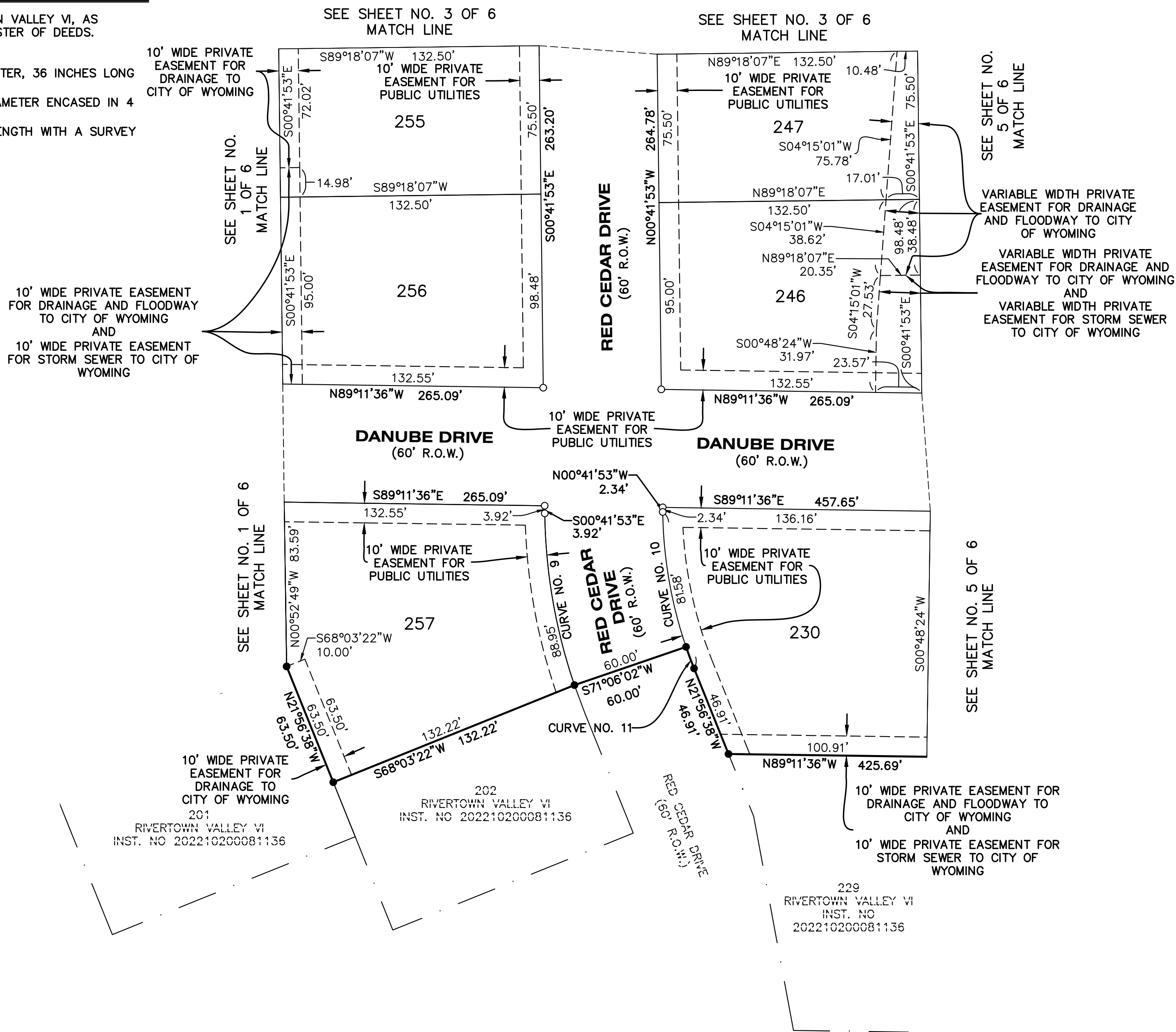
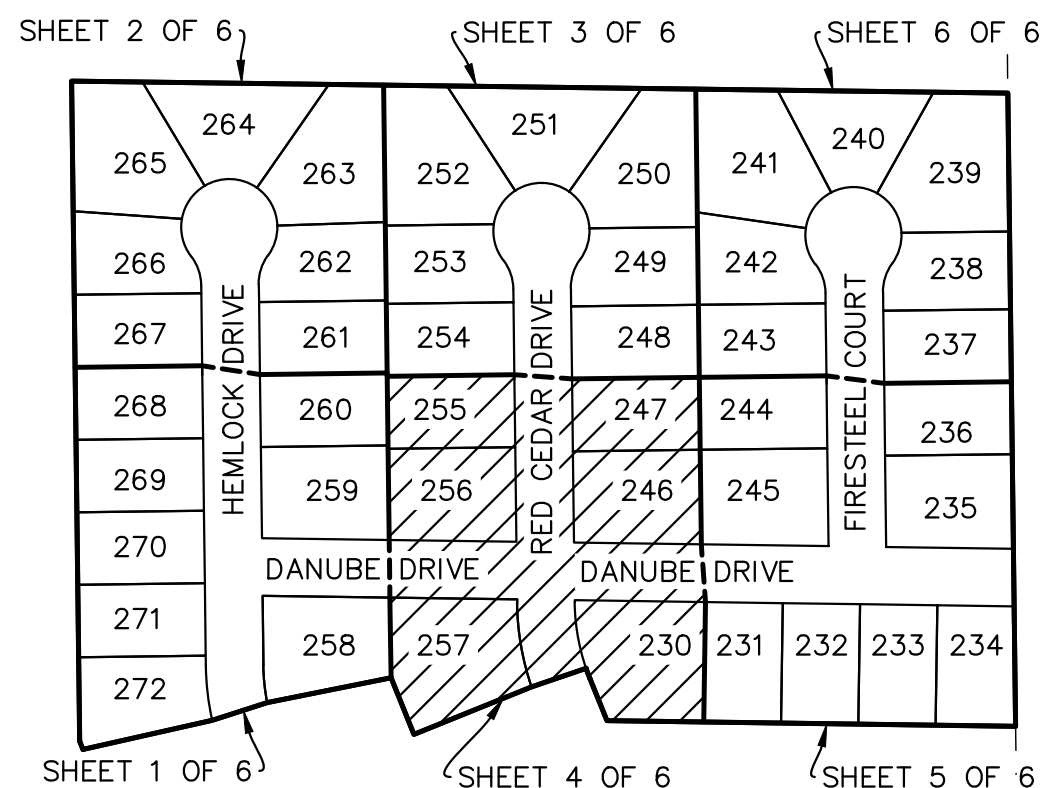
HURLEY AND STEWART
 2800 SOUTH 11TH STREET
 KALAMAZOO, MICHIGAN, 49009

TRAVIS A. KRENTZ
 PROFESSIONAL LAND SURVEYOR # 4001057885

DATE: _____

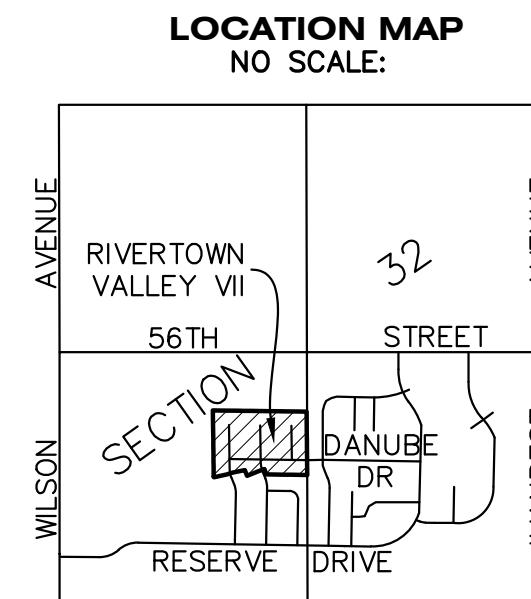
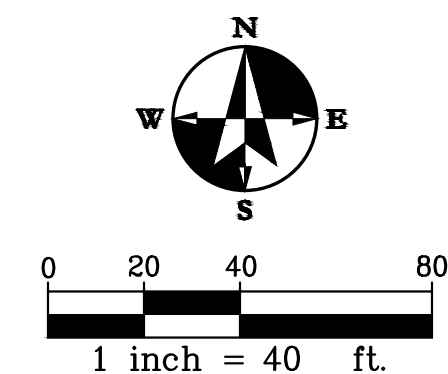
CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
CURVE NO. 9	18°12'06"	280.00'	88.95'	S9°47'56"E	88.58'
CURVE NO. 10	18°12'06"	220.00'	69.89'	S9°47'56"E	69.60'
CURVE NO. 11	3°02'39"	220.00'	11.69'	S20°25'20"E	11.69'

INDEX KEY MAP



RIVERTOWN VALLEY VII
PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWN 06
NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT,
STATE OF MICHIGAN
SHEET 5 OF 7

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LEGEND

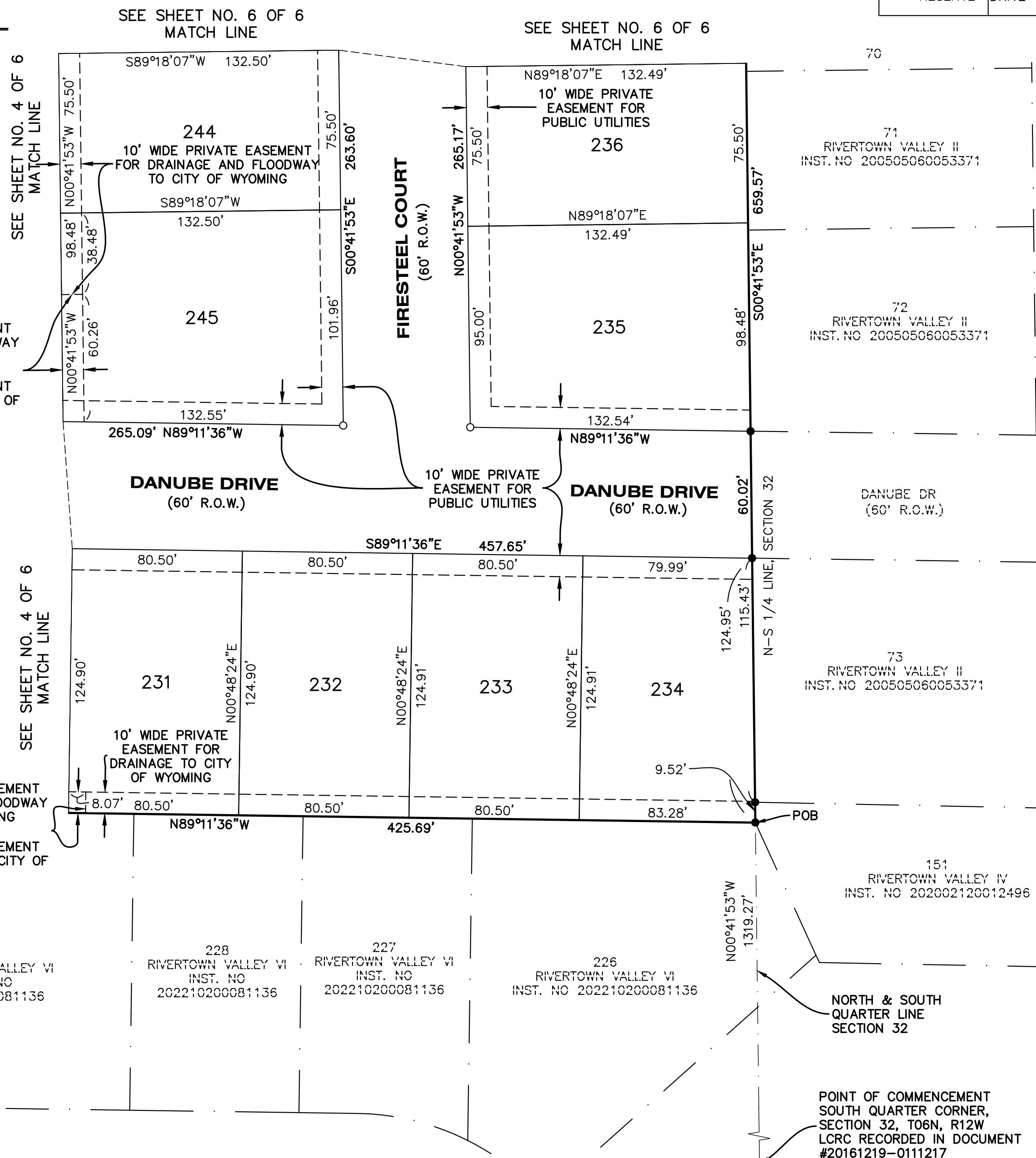
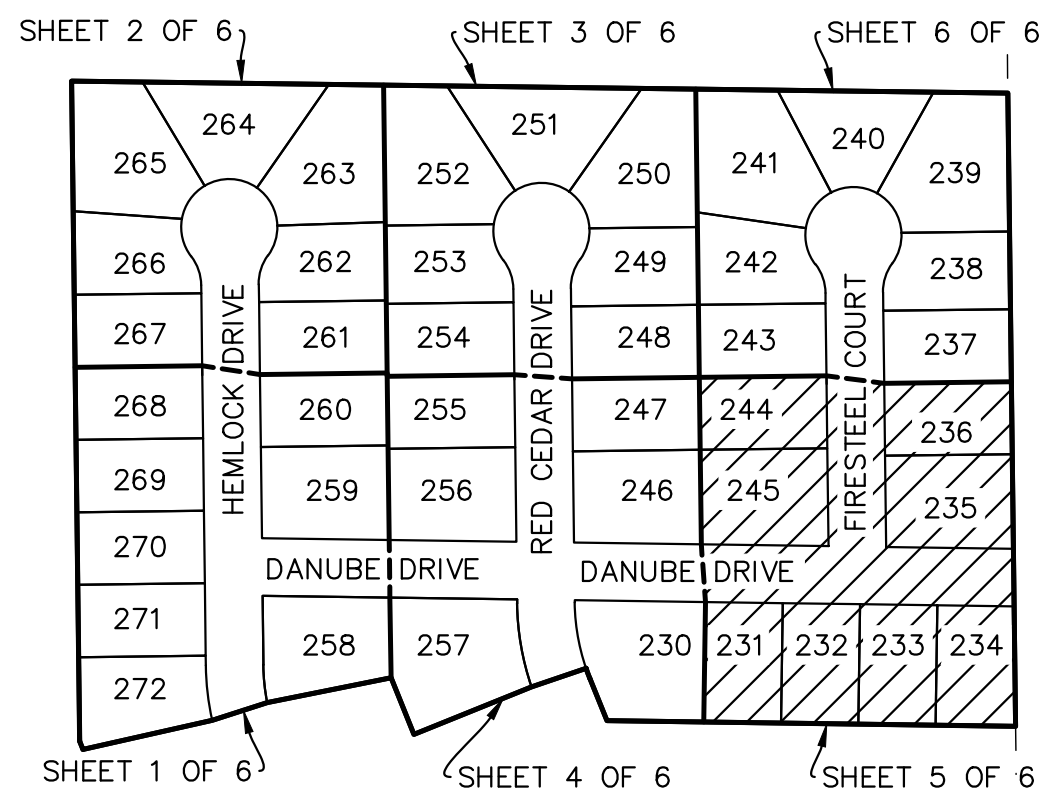
PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY VI, AS RECORDED IN INSTRUMENT NO. 202210200081136 IN THE KENT COUNTY REGISTER OF DEEDS. ALL CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS. ALL DIMENSIONS ARE IN FEET. SET CONCRETE MONUMENTS CONSISTING OF A STEEL BAR 1/2 INCH IN DIAMETER, 36 INCHES LONG ENCASED IN 4 INCH DIAMETER CONCRETE AT ALL POINTS INDICATED AS "o". FOUND CONCRETE MONUMENTS CONSISTING OF A STEEL BAR 1/2 INCH IN DIAMETER ENCASED IN 4 INCH DIAMETER CONCRETE AT ALL POINTS INDICATED AS "•". ALL LOT MARKERS ARE 1/2 INCH IN DIAMETER STEEL BARS, 18 INCHES IN LENGTH WITH A SURVEY CAP LABELED "H&S 57885". (R) = RADIAL LINES. ALL OTHERS ARE NON-RADIAL.

HURLEY AND STEWART
 2800 SOUTH 11TH STREET
 KALAMAZOO, MICHIGAN, 49009

TRAVIS A. KRENTZ
 PROFESSIONAL LAND SURVEYOR # 4001057885

DATE: _____

INDEX KEY MAP



10' WIDE PRIVATE EASEMENT FOR DRAINAGE AND FLOODWAY TO CITY OF WYOMING AND 10' WIDE PRIVATE EASEMENT FOR STORM SEWER TO CITY OF WYOMING

229 RIVERTOWN VALLEY VI INST. NO 202210200081136

228 RIVERTOWN VALLEY VI INST. NO 202210200081136

227 RIVERTOWN VALLEY VI INST. NO 202210200081136

226 RIVERTOWN VALLEY VI INST. NO 202210200081136

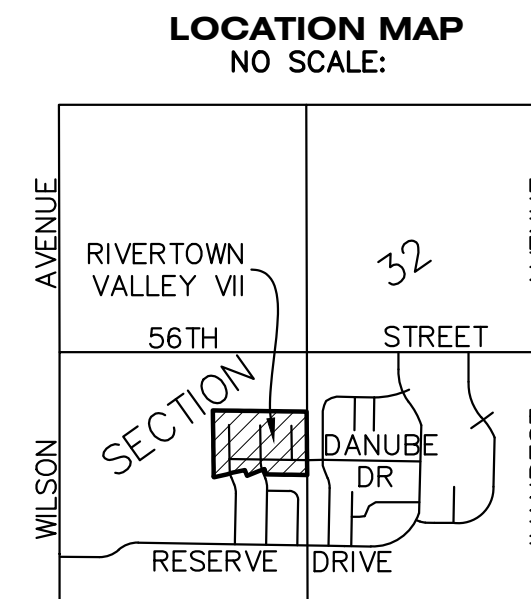
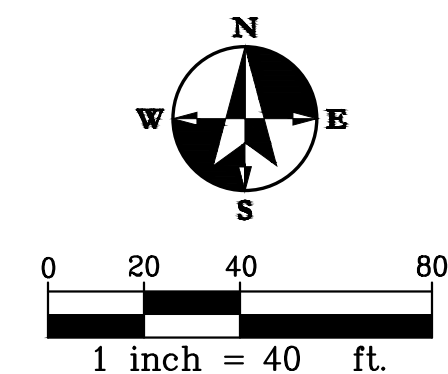
151 RIVERTOWN VALLEY IV INST. NO 202002120012496

NORTH & SOUTH QUARTER LINE SECTION 32

POINT OF COMMENCEMENT SOUTH QUARTER CORNER, SECTION 32, T06N, R12W LCRC RECORDED IN DOCUMENT #20161219-0111217

RIVERTOWN VALLEY VII
PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWN 06
NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT,
STATE OF MICHIGAN
SHEET 6 OF 7

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER AND THE CITY OF WYOMING, WHICH ARE RECORDED IN INSTRUMENT NO. _____ OF RECORDS OF THIS COUNTY.



LEGEND

PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY VI, AS RECORDED IN INSTRUMENT NO. 202210200081136 IN THE KENT COUNTY REGISTER OF DEEDS.
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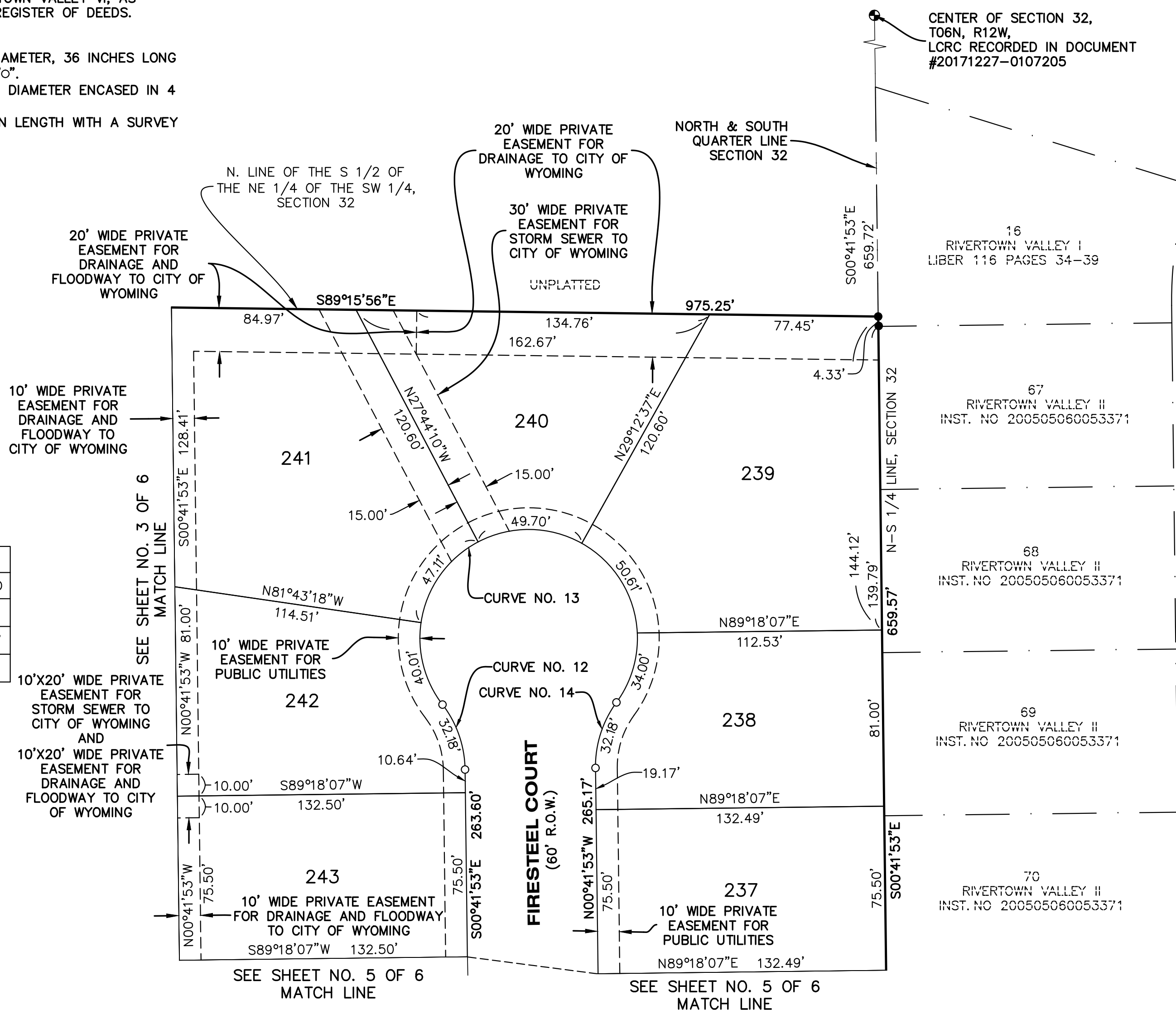
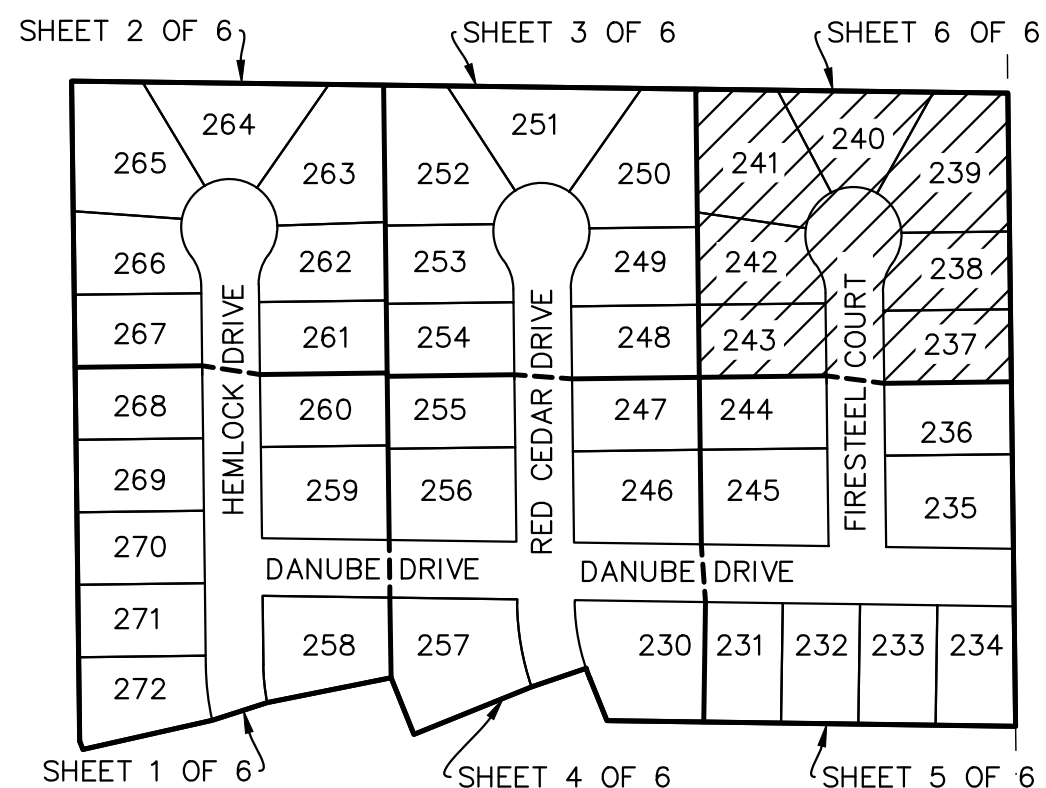
HURLEY AND STEWART
 2800 SOUTH 11TH STREET
 KALAMAZOO, MICHIGAN, 49009

TRAVIS A. KRENTZ
 PROFESSIONAL LAND SURVEYOR # 4001057885

DATE: _____

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
CURVE NO. 12	36°52'12"	50.00'	32.18'	S19°07'58"E	31.62'
CURVE NO. 13	253°44'23"	50.00'	221.43'	N89°18'07"E	80.00'
CURVE NO. 14	36°52'12"	50.00'	32.18'	N17°44'13"E	31.62'

INDEX KEY MAP



FIRESTEEL COURT
 (60' R.O.W.)

RIVERTOWN VALLEY VII

PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWN 06
NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT,
STATE OF MICHIGAN
SHEET 7 OF 7

PROPRIETOR'S CERTIFICATE

TMGB WILSON, LLC, 2380 HEALTH DRIVE SW, SUITE 210, WYOMING, MICHIGAN 49519, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY, GARY L. GRANGER, MEMBER, AS PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT; AND THAT THE STREETS ARE FOR USE OF THE PUBLIC; AND THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

TMGB WILSON, LLC
2380 HEALTH DRIVE SW, SUITE 210
WYOMING, MI 49519
STATE FILE NUMBER: 801143710
DATED: JUNE 19, 2000

GARY L. GRANGER, MEMBER

ACKNOWLEDGEMENT

STATE OF MICHIGAN
COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025, BY GARY L. GRANGER, MEMBER OF TMGB WILSON, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY

NOTARY PUBLIC, _____ COUNTY, MICHIGAN

MY COMMISSION EXPIRES _____

RECORDING CERTIFICATE

STATE OF MICHIGAN
KENT COUNTY

THIS PLAT WAS RECEIVED FOR RECORD ON THE _____ DAY OF _____, 2025, AT _____ M, AND RECORDED IN INSTRUMENT NUMBER _____

LISA POSTHUMUS LYONS
KENT COUNTY CLERK – REGISTER OF DEEDS

HURLEY AND STEWART
2800 SOUTH 11TH STREET
KALAMAZOO, MICHIGAN, 49009

TRAVIS A. KRENTZ
PROFESSIONAL LAND SURVEYOR # 4001057885

DATE: _____

PROPRIETOR'S CERTIFICATE

MERCANTILE BANK, 310 LEONARD STREET NW, GRAND RAPIDS, MICHIGAN 49504, A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY, MICHAEL F. SIMINSKI, SENIOR VICE PRESIDENT, AS PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT; AND THAT THE STREETS ARE FOR USE OF THE PUBLIC; AND THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

MERCANTILE BANK
310 LEONARD STREET NW
GRAND RAPIDS, MICHIGAN 49504

MICHAEL F. SIMINSKI, SENIOR VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF MICHIGAN
COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025, BY MICHAEL F. SIMINSKI, SENIOR VICE PRESIDENT, OF MERCANTILE BANK, A MICHIGAN CORPORATION, ON BEHALF OF THE CORPORATION

NOTARY PUBLIC, _____ COUNTY, MICHIGAN

MY COMMISSION EXPIRES _____

MUNICIPAL CERTIFICATE

I CERTIFY THAT THIS PLAT WAS APPROVED BY CITY OF WYOMING BOARD OF THE CITY OF WYOMING AT A MEETING HELD _____, 2025, AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH 1967 PA 288, MCL 560.101 TO 560.293. THE CITY DOES HAVE THE PROPER ADOPTED ZONING AND SUBDIVISION CONTROL ORDINANCES WITH REFERENCE TO SECTION 186 OF PA 288 AND WAIVES THE MINIMUM LOT SIZE REQUIREMENTS. PUBLIC WATER AND PUBLIC SEWER HAVE BEEN INSTALLED AND ARE READY FOR CONNECTION.

KELLI VANDENBERG
WYOMING CITY CLERK

DATE

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON _____, 2025, AS COMPLYING WITH 1967 PA 288, MCL 560.192 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF KENT.

KEN YONKER
KENT COUNTY DRAIN COMMISSIONER

DATE

TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE YEARS PRECEDING _____, 2025, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

PETER F. MACGREGOR
KENT COUNTY TREASURER

DATE

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE KENT COUNTY PLAT BOARD ON _____, 2025, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF 1967 PA 288, MCL 560.101 TO 560.293, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

STAN STEK
KENT COUNTY COMMISSIONER

DATE

LISA POSTHUMUS LYONS
KENT COUNTY CLERK – REGISTER OF DEEDS

DATE

PETER F. MACGREGOR
KENT COUNTY TREASURER

DATE

CITY COUNCIL

CITY OF WYOMING, MICHIGAN

At its regular meeting held at 7:00 p.m., local time, on Monday, December 15, 2025, in the City Council Chambers, Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan, the City Council of the City of Wyoming, Michigan

Council members present: _____

Council members absent: _____

Council member _____, supported by Council member _____, moved approval of the following resolution:

RESOLUTION NO. _____

RESOLUTION TO APPROVE COMBINED ACT 381 PLAN AND REIMBURSEMENT AGREEMENT FOR SALMON'S VIEW

WHEREAS:

1. **Salmon's View project** is comprised of one parcel, on property located at 3738 52nd St SW (PP# 41-17-32-100-016) and owned by **Salmon Virginia L Trust**.
2. The brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq.* (**Act 381**) provides for reimbursement of costs of conducting eligible activities on eligible property from tax increment revenues captured from the development of a project on a site in accordance with a brownfield plan and, if educational taxes are to be captured, a Combined Act 381 Plan approved by the Michigan Department of Environment, Great Lakes, and Energy and/or the Michigan Strategic Fund/Michigan Economic Development Corporation.
3. Recent amendments to Act 381 now provide for (i) its application to housing developments, (ii) capturing amounts paid by developers as payments in lieu of taxes as well as *ad valorem* property taxes and specific local taxes, and (iii) for approvals of housing related Combined Act 381 Plans by the Michigan State Housing Development Authority (**MSHDA**) rather than by the Michigan Strategic Fund Board, Michigan Economic Development Corporation, and/or the Department of Environment, Great Lakes and Energy.
4. Paramount Development Corporation (**Developer**) seeks reimbursement from tax increment revenues for aspects of its housing development on property located at 3738 52nd St SW (PP# 41-17-32-100-016) of costs incurred to address site assessment and infrastructure improvements.
5. The subject property is "eligible property" as defined in Act 381 because it is housing property on which eligible activities are identified in the **Combined Act 381 Workplan** (defined below) as provided in MCL 125.2652(p)((ii); MCL 125.2652(o)(i)(D), (E), (F), and/or (G); and MCL 125.2652(o)(ii).
6. A proposed Combined Act 381 Plan has been prepared for proposed Salmon's View project that complies with the requirements in Act 381 and provides for reimbursement of costs of conducting eligible activities on the project site in accordance with Act 381. Because the Combined Act 381 Plan is only seeking reimbursement for infrastructure improvements, it has no requirement to be subsequently approved by MSHDA, as provided in MCL 125.2652(x)(ii).
7. The Wyoming Brownfield Redevelopment Authority (**WBRA**) recommended that the City Council approve the Combined Act 381 Plan on November 10, 2025.
8. The City Council held a public hearing prior to considering the Combined Act 381 Plan, notice of which was provided as required by Act 381 and at which all aspects of the proposed brownfield plan were open for discussion.
9. The City Council considered all oral comments made at the public hearing and considered all written communications submitted before or during the public hearing.

10. The Combined Act 381 Plan calls for a reimbursement agreement among the Developer, the WBRA, and the City which the WBRA Board of Directors approved in the form attached as an exhibit to the Brownfield Plan (the proposed reimbursement agreement) on November 10, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT

1. This City Council makes the following determinations:

- A. The Combined Act 381 Plan constitutes a public purpose under Act 381 because it provides for eligible activities on housing property as defined in Act 381 to accommodate the redevelopment and reuse of the Salmon's View site.
- B. The Combined Act 381 Plan meets the requirements of sections 13 and 13b of Act 381, MCL 125.2263 and 125.2263b.
- C. The proposed method of financing the costs of eligible activities in the Combined Act 381 Plan is feasible and the WBRA has the ability to carry it out.
- D. The proposed costs of eligible activities in the proposed plan are reasonable and necessary to carry out the purposes of Act 381 to the extent those possible eligible activities are later determined necessary or prudent to develop the site.
- E. The amount of captured taxable value (and resulting tax increment revenues) estimated in the Combined Act 381 Plan are reasonable.

2. The City Council approves the Combined Act 381 Plan, the proposed reimbursement agreement and use of increment revenue and authorizes and directs all city officers, employees, boards and commissions, including the WBRA, to fully implement the approved plan and reimbursement agreement in accordance with Act 381 and their respective terms.

3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Motion Carried Yes _____
No _____

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a meeting held on December 15, 2025.

Kelli A. Vandenberg, Wyoming City Clerk

STAFF REPORT

Date: December 1, 2025
Subject: Salmon's View Brownfield Plan
From: Julian Edouard, Economic Development Specialist
CC: Nicole Hofert, Deputy City Manager

RECOMMENDATION:

It is recommended that City Council approve the combined Act 381 Brownfield Plan and Reimbursement Agreement with Paramount Development Corporation, Inc. for Salmons View, located at 3738 52nd Street in the amount of \$6,514,378.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Community
 - Goal 4 – Encourage more affordable housing in the city.

DISCUSSION:

Paramount Development Corporation proposes to develop approximately 38.139 acres of property located at 3738 52nd Street SW into a residential community of 205 owner-occupied units. The development will include 124 townhomes with an anticipated sale price of \$350,000, and 81 single-family homes consisting of 35 homes at 50-foot width with an anticipated sale price of \$475,000 and 46 homes at 70-foot width with an anticipated sale price of \$600,000. Through a partnership with ICCF, 10% of the townhouse units will be placed into a Community Land Trust so that first-time homebuyers who are at or below 80% of Area Median Income can purchase a home at a more affordable price. The Developer anticipates a total investment of \$87,200,000 into the project, with eligible activities commencing in Fall 2025, home construction beginning in 2026, and project completion anticipated in 2036. The total cost of eligible activities for which the Developer seeks reimbursement is \$6,514,378.

The property's baseline taxable value in 2025 is \$202,386, with a projected taxable value at full build-out of \$54,152,430. In accordance with the Housing TIF Policy, the plan incorporates a tax increment split whereby 70% of local tax increment revenues will be captured for developer reimbursement, while 30% will pass through to the respective

taxing jurisdictions. The total tax increment revenue available for capture is estimated at \$10,073,913, from which the Developer will be reimbursed \$6,514,378. The Brownfield Plan includes a 3-year capture delay, with tax increment financing capture beginning in 2029 and continuing for 9 years through 2037, or until eligible activities are fully reimbursed, whichever occurs sooner. Beginning in 2038, all the property's tax revenue will go to the taxing jurisdictions.

The Wyoming Brownfield Redevelopment Authority (WBRA) approved the proposed Act 381 Brownfield Plan and reimbursement agreement at its November 10, 2025 meeting.

REIMBURSEMENT AGREEMENT

(3738 52nd Street SW – Salmon’s View)

This Reimbursement Agreement is made as of _____, 2025, between the City of Wyoming Brownfield Redevelopment Authority, a public body corporate of 1155 28th St SW, Wyoming, MI 49509 (**WBRA**), and Paramount Development Corporation, a Michigan Domestic Profit Corporation of 1188 East Paris Avenue; Suite 100, Grand Rapids, MI 49546 (**Paramount**).

RECITALS

A. Salmon’s View (**Property**) is comprised of the following one (1) parcel: (i) 3738 52nd Street SW, consisting of approximately 38.139 acres and having a Parcel No. 41-17-32-100-016.

B. The Property is an “eligible property” as defined in the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq.* (**Act 381**) because the Property is considered “eligible property” as defined by Act 381, Section 2, because (i) the Property was previously utilized or is currently utilized for residential purposes; (ii) the Property meets the definition of a “housing property” under Act 381; and (iii) the Property is located within the City of Wyoming, a qualified local governmental unit, or “core community,” under Act 381.

C. On November ____, 2025, the WBRA recommended approval and, on _____, 2025, the City of Wyoming City Council (**City**) approved a Act 381 brownfield plan (**Brownfield Plan**) for reimbursement to Paramount for a portion of the costs Paramount incurs to construct Salmon’s View, a residential community consisting of new, owner-occupied townhomes and single-family residences marketed at prices accommodating a mix of incomes and household sizes.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. Reimbursements. Reimbursements to Paramount for the costs of Eligible Activities that are undertaken as a part of the Project on the Property pursuant to the Brownfield Plan shall be made subject to the following:

A. Reimbursements will be made only from tax increment revenues that are actually captured by WBRA, as provided in the Brownfield Plan (**Captured Revenues**).

B. Reimbursements will be made only for costs of Eligible Activities undertaken in furtherance of the Project that are consistent with the Brownfield Plan.

C. Reimbursements from Captured Revenues will be allocated and prioritized as provided in the Brownfield Plan and in accordance with this Agreement.

D. Requests for reimbursement shall include the following documentation:

1. Reference to the provisions of the Brownfield Plan that include the Eligible Activities for which reimbursement is sought.

2. A written statement detailing the costs of Eligible Activities.

3. A written explanation as to why reimbursement is appropriate under the Brownfield Plan and this Agreement.

4. Copies of invoices from the consultants, contractors, engineers, attorneys, or others who provided services relating to the costs of Eligible Activities. Invoices for services completed for hourly rates shall include detailed time records for costs of Eligible Activities.

5. Detailed time records and pay rates for any Eligible Activities performed by Paramount's personnel.
6. Copies of waivers of liens by the contractors, subcontractors, and material suppliers.
7. Copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought.
8. A statement from the engineer or project manager overseeing the work recommending payment.
9. Proof that the party requesting reimbursement has paid the costs for which reimbursement is sought.
10. Any other information which may be required by state authorities or reasonably required by WBRA.

E. This is a 10-year reimbursement plan with a three-year deferral before commencing reimbursement. Reimbursement shall commence in the year 2029 and be made once annually following collection of the winter tax bill (i.e., in March or April of a year following receipt of taxes levied in the preceding year).

F. Within 45 days of its receipt of documentation required under the preceding subsection C, WBRA shall review the reimbursement request and supporting documentation and determine whether (i) all the costs are costs for Eligible Activities, (ii) all required documentation has been provided, (iii) all costs and all Eligible Activities comply with the Brownfield Plan, (iv) all costs are accurately accounted for (i.e., there are not mathematical errors, misplaced decimal points, omitted or duplicated line items, etc.), and (v) there are Captured Revenues from which to make the reimbursement in accordance with the Brownfield Plan and this Agreement.

1. If WBRA determines that the reimbursement request meets the criteria stated above, WBRA shall pay the reimbursement as provided below.
2. If WBRA believes that any part of the reimbursement request does not meet the above criteria, WBRA shall notify Paramount in writing of WBRA's determination and the reasons for that determination. Paramount shall have 30 days to address WBRA's determination. Paramount or its representatives may meet with WBRA's representatives or, if the WBRA Board consents, meet with WBRA's Board to address questions about WBRA's determination.
3. If WBRA and Paramount do not resolve the disputed request for reimbursement as provided in the preceding subsection 2, the disputed items shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If WBRA and Paramount are unable to agree upon a knowledgeable professional, then WBRA shall choose an independent knowledgeable professional and Paramount shall choose an independent knowledgeable professional to review WBRA's decision. If and to the extent that the two knowledgeable professionals so selected agree that disputed items submitted in the reimbursement request properly documented and accurate costs of Eligible Activities in conformance with this Agreement and the Brownfield Plan, then Paramount shall be reimbursed those costs in accordance with this Agreement. The fees for the professionals contemplated by this paragraph shall be reimbursed from Captured Revenues.

G. Reimbursements will normally be made once annually following collection of the winter tax bill (i.e., in March or April of a year following receipt of taxes levied in the preceding year).

H. Reimbursement obligations under this Agreement will terminate upon the earliest of any of the following:

1. All Captured Revenues collected or to be collected in compliance with the Brownfield Plan have been expended.
2. All costs of Eligible Activities conducted in accordance with the Brownfield Plan have been fully paid.
3. Expiration, termination, or abolition of the Brownfield Plan.
4. Paramount has been reimbursed the maximum aggregate amount of reimbursements of \$6,514,378.

5. Expiration or termination of this Agreement.
6. If the obligation is to reimburse Paramount, any of the following occurs:
 - a. On or before December 31, 2036, the Project has not been substantially completed in accordance with a site plan approved by City pursuant to City's zoning ordinance.
 - b. Paramount terminates its existence or fails to file documents required to do business in Michigan.
 - c. The Property is put into the control of a receiver or Paramount files for bankruptcy or dissolution.

I. If due to an appeal of the taxable value of the Property, or for any other reason, any Captured Revenues need to be repaid to the entity(ies) making any of those payments, the amount paid to Paramount under any subsequent payment due under this Agreement shall be reduced in an amount equal to any such repayment including all principal and any interest or other amounts repaid.

2. Indemnification. Paramount shall defend, indemnify, and hold City and WBRA, and their directors, officers, employees, agents and representatives (**Indemnified Persons**) harmless from any loss, expense (including reasonable attorney fees) or liability due to demands, claims, lawsuits, actions, civil or administrative proceedings, judgments, awards, or other losses arising from injuries to persons or property as a result of the as a result of the acts or omissions of Paramount, or Paramount's partners, officers, directors, employees, agents, contractors, or subcontractors related to Paramount's ownership, operation, use or maintenance of the Property during the term of this Agreement, except to the extent resulting from the negligence or actions of any of the Indemnified Persons.

3. Term. This Agreement shall terminate upon the earlier of (i) when all reimbursements required under this Agreement have been made, (ii) expiration of the obligation to make such reimbursements, (iii) expiration, termination or abolition of the Brownfield Plan, or (iv) December 31, 2038 (which is one (1) year following the final year of capture under the Brownfield Plan).

4. General Provisions.

A. Paramount Development Corporation agrees to follow the City of Wyoming Ordinances, the City of Wyoming and WBRA administrative policies and procedures related to administering the Plan and all resolutions of the City of Wyoming City Council and the WBRA approving the Plan, including the Fishbeck Brownfield Plan, Project No. 2500948 dated October 22, 2025, which are incorporated by reference into this Agreement. It is expressly acknowledged that failure to follow these terms and conditions may result in termination of the Plan and withholding of reimbursement.

B. A notice, request or other communication to any party pursuant to this Agreement shall be in writing and shall be deemed given when (i) delivered personally, (ii) when actually delivered by FedEx, UPS or similar delivery service, (iii) when delivered and acknowledged by e-mail, or (iv) 14 days after mailing by first class UPPS mail to another party at the addresses first set forth above, unless the other party has designated in writing a different address for the serving of notices by a notice given in compliance with this subsection.

B. This Agreement is the entire agreement between the parties as to its subject matter. It cannot be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. The captions are for reference only and shall not affect the interpretation of this Agreement. However, the recitals are an integral part of this Agreement.

C. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver of such right or any other right; a waiver on any one occasion shall not be construed as a bar to or waiver of any subsequent breach of the same or any other provision of this Agreement on a future occasion.

D. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts taken together shall constitute but one and the same Agreement.

E. This Agreement and the rights and obligations under this Agreement are unassignable and nontransferable without the consent of the other parties which shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall be binding upon any successors or permitted assigns of the parties. This Agreement shall be enforceable only by the parties and no other person shall have a right to enforce any provision contained herein.

F. This Agreement and rights and obligations of the parties under this Agreement shall be governed by and interpreted under the Michigan law. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Agreement shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

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

City of Wyoming Brownfield Redevelopment Authority

By: _____

Tom Brann, Chair

By: _____

Nicole Hofert, Secretary

Date signed: November __, 2025

By: _____

Kent Vanderwood, Mayor

Date signed: December __, 2025

Paramount

Paramount Development Corporation, Inc.,
a Domestic Profit Corporation

By: Paramount Development Corporation, Inc.,
a Domestic Profit Corporation
Its: General Partner

By: _____
Its: Authorized Representative

CITY COUNCIL

CITY OF WYOMING, MICHIGAN

At its regular meeting held at 7:00 p.m., local time, on Monday, December 15, 2025, in the City Council Chambers, Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan, the City Council of the City of Wyoming, Michigan

Council members present: _____

Council members absent: _____

Council member _____, supported by Council member _____, moved approval of the following resolution:

RESOLUTION NO. _____

RESOLUTION TO APPROVE COMBINED ACT 381 PLAN AND REIMBURSEMENT AGREEMENT FOR 5840 WILSON REDEVELOPMENT

WHEREAS:

1. **5840 Wilson Redevelopment** project is comprised of one parcel, on property located at 5840 Wilson Ave SW (PP# 41-17-32-300-047) and owned by **GJCR, LLC**.
2. The brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq.* (**Act 381**) provides for reimbursement of costs of conducting eligible activities on eligible property from tax increment revenues captured from the development of a project on a site in accordance with a brownfield plan and, if educational taxes are to be captured, a Combined Act 381 Plan approved by the Michigan Department of Environment, Great Lakes, and Energy and/or the Michigan Strategic Fund/Michigan Economic Development Corporation.
3. Recent amendments to Act 381 now provide for (i) its application to housing developments, (ii) capturing amounts paid by developers as payments in lieu of taxes as well as *ad valorem* property taxes and specific local taxes, and (iii) for approvals of housing related Combined Act 381 Plans by the Michigan State Housing Development Authority (**MSHDA**) rather than by the Michigan Strategic Fund Board, Michigan Economic Development Corporation, and/or the Department of Environment, Great Lakes and Energy.
4. **GJCR, LLC. (Developer)** seeks reimbursement from tax increment revenues for aspects of its housing development on property located at 5840 Wilson Ave SW (PP# 41-17-32-300-047) of costs incurred to address site assessment and infrastructure improvements.
5. The subject property is "eligible property" as defined in Act 381 because it is housing property on which eligible activities are identified in the **Combined Act 381 Workplan** (defined below) as provided in MCL 125.2652(p)(ii); MCL 125.2652(o)(i)(D), (E), (F), and/or (G); and MCL 125.2652(o)(ii).
6. A proposed Combined Act 381 Plan has been prepared for proposed 5840 Wilson Redevelopment project that complies with the requirements in Act 381 and provides for reimbursement of costs of conducting eligible activities on the project site in accordance with Act 381 that are approved in the future by this body and then subsequently approved by MSHDA.
7. The Wyoming Brownfield Redevelopment Authority (**WBRA**) recommended that the City Council approve the Combined Act 381 Plan on November 10, 2025.
8. The City Council held a public hearing prior to considering the Combined Act 381 Plan, notice of which was provided as required by Act 381 and at which all aspects of the proposed brownfield plan were open for discussion.
9. The City Council considered all oral comments made at the public hearing and considered all written communications submitted before or during the public hearing.

10. The Combined Act 381 Plan calls for a reimbursement agreement among the Developer, the WBRA, and the City which the WBRA Board of Directors approved in the form attached as an exhibit to the Brownfield Plan (the proposed reimbursement agreement) on November 10, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT

1. This City Council makes the following determinations:

- A. The Combined Act 381 Plan constitutes a public purpose under Act 381 because it provides for eligible activities on housing property as defined in Act 381 to accommodate the redevelopment and reuse of the 5840 Wilson Redevelopment site.
- B. The Combined Act 381 Plan meets the requirements of sections 13 and 13b of Act 381, MCL 125.2263 and 125.2263b.
- C. The proposed method of financing the costs of eligible activities in the Combined Act 381 Plan is feasible and the WBRA has the ability to carry it out.
- D. The proposed costs of eligible activities in the proposed plan are reasonable and necessary to carry out the purposes of Act 381 to the extent those possible eligible activities are later determined necessary or prudent to develop the site.
- E. The amount of captured taxable value (and resulting tax increment revenues) estimated in the Combined Act 381 Plan are reasonable.

2. The City Council approves the Combined Act 381 Plan, the proposed reimbursement agreement and use of increment revenue and authorizes and directs all city officers, employees, boards and commissions, including the WBRA, to fully implement the approved plan and reimbursement agreement in accordance with Act 381 and their respective terms.

3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Motion Carried Yes _____
No _____

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a meeting held on December 15, 2025.

Kelli A. Vandenberg, Wyoming City Clerk

STAFF REPORT

Date: December 1, 2025
Subject: 5840 Wilson Avenue Redevelopment Brownfield Plan
From: Julian Edouard, Economic Development Specialist
CC: Nicole Hofert, Deputy City Manager

RECOMMENDATION:

It is recommended that City Council approve the combined Act 318 Brownfield Plan and Reimbursement Agreement from GJCR, LLC for 5840 Wilson Redevelopment, located at 5840 Wilson Avenue in the amount of \$1,730,500.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Community
 - Goal 4 – Encourage more affordable housing in the city.

DISCUSSION:

GJCR, LLC proposes to develop approximately 5.905 acres of property located at 5840 Wilson Street SW into a multi-family development of 56 residential units, 11 of which will be restricted to households earning 90% or less of the median area income. The Developer anticipates a total investment of \$16,200,000 into the project, with eligible activities commencing in Fall 2025 and project completion anticipated in early 2027. The total cost of eligible activities for which the Developer seeks reimbursement is \$1,730,500.

The property's baseline taxable value in 2025 is \$425,000, with a projected taxable value at full build-out of \$7,170,555. In accordance with the Housing TIF Policy, the plan incorporates a tax increment split whereby 70% of local tax increment revenues will be captured for developer reimbursement, while a 30% pass through of \$625,877 will go to the respective taxing jurisdictions. The Brownfield plan will be completed in 2036 or when eligible activities are fully reimbursed, whichever occurs sooner. In 2037, all the property's taxes will go to the taxing jurisdictions.

The Wyoming Brownfield Redevelopment Authority (WBRA) approved the proposed Act 381 Brownfield Plan and reimbursement agreement at its November 10, 2025 meeting.

REIMBURSEMENT AGREEMENT

(5840 Wilson Avenue SW– 5840 Wilson Redevelopment)

This Reimbursement Agreement is made as of _____, 2025, between the City of Wyoming Brownfield Redevelopment Authority, a public body corporate of 1155 28th St SW, Wyoming, MI 49509 (**WBRA**), and GJCR, LLC, a Michigan Domestic Limited-Liability Company of 44 Grandville Ave. SW 200, Grand Rapids, MI 49503 (**GJCR**).

RECITALS

A. 5840 Wilson Redevelopment (**Property**) is comprised of one parcel: (i) 5840 Wilson Avenue SW, consisting of approximately 5.905 acres and having Parcel No. 41-17-32-300-047.

B. The Property is “eligible property” as defined in the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq.* (**Act 381**) because the Property is considered “eligible property” as defined by Act 381, Section 2, because (i) the Property was previously utilized or is currently utilized for residential purposes; (ii) the Property meets the definition of a “housing property” under Act 381; and (iii) the Property is located within the City of Wyoming, a qualified local governmental unit, or “core community,” under Act 381.

C. On November 10, 2025, WBRA recommended approval and, on November __, 2025, the City of Wyoming (**City**) approved a brownfield plan prepared pursuant to Act 381 (**Brownfield Plan**), that provides for reimbursements from captured tax increment revenues generated from redevelopment of the Property of costs incurred by for environmental and non-environmental eligible activities (as defined in the Brownfield Plan) undertaken pursuant to a WBRA-approved and MSHDA-approved Act 381 work plan.

D. On _____, 2025, WBRA approved an Act 381 work plan (**Work Plan**) for reimbursement to GJCR for a portion of the costs GJCR incurs to construct 5840 Wilson Redevelopment, a multifamily residential development (**Project**), consisting of 56 residential units, all of which will be revenue-generating rental units and which 11 units will be restricted to households earning 90 percent or less of the area median income (**AMI**) as defined by the United States Department of Housing and Urban Development (**HUD**).

E. The Work Plan was submitted to the Michigan State Housing Development Authority (**MSHDA**) for approval with approvals anticipated soon.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. Reimbursements. Reimbursements to GJCR for the costs of Eligible Activities that are undertaken as a part of the Project on the Property pursuant the Work Plan (provided it is approved by MSHDA) and Brownfield Plan, shall be made subject to the following:

A. Reimbursements will be made only from tax increment revenues as provided in the Brownfield Plan (**Captured Revenues**).

B. Reimbursements will be made only for costs of Eligible Activities undertaken in furtherance of the Project that are consistent with the Work Plan approved by MSHDA.

C. Reimbursements from Captured Revenues will be allocated and prioritized as provided in the Brownfield Plan and in accordance with this Agreement.

D. Requests for reimbursement shall include the following documentation:

1. Reference to the provisions of the Work Plan that include the Eligible Activities for which reimbursement is sought.

2. A written statement detailing the costs of Eligible Activities.

3. A written explanation as to why reimbursement is appropriate under the Brownfield Plan, the Work Plan, and this Agreement.
4. Copies of invoices from the consultants, contractors, engineers, attorneys, or others who provided services relating to the costs of Eligible Activities. Invoices for services completed for hourly rates shall include detailed time records for costs of Eligible Activities.
5. Detailed time records and pay rates for any Eligible Activities performed by GJCR's personnel.
6. Copies of waivers of liens by the contractors, subcontractors, and material suppliers.
7. Copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought.
8. A statement from the engineer or project manager overseeing the work recommending payment.
9. Proof that the party requesting reimbursement has paid the costs for which reimbursement is sought.
10. Any other information which may be required by state authorities or reasonably required by WBRA.

E. Within 45 days of its receipt of documentation required under the preceding subsection C, WBRA shall review the reimbursement request and supporting documentation and determine whether (i) all the costs are costs for Eligible Activities, (ii) all required documentation has been provided, (iii) all costs and all Eligible Activities comply with the Brownfield Plan and Act 381 Work Plan, (iv) all costs are accurately accounted for (*i.e.*, there are not mathematical errors, misplaced decimal points, omitted or duplicated line items, etc.), and (v) there are Captured Revenues from which to make the reimbursement in accordance with the Brownfield Plan and this Agreement.

1. If WBRA determines that the reimbursement request meets the criteria stated above, WBRA shall pay the reimbursement as provided below.
2. If WBRA believes that any part of the reimbursement request does not meet the above criteria, WBRA shall notify GJCR in writing of WBRA's determination and the reasons for that determination. GJCR shall have 30 days to address WBRA's determination. GJCR or its representatives may meet with WBRA's representatives or, if the WBRA Board consents, meet with WBRA's Board to address questions to the WBRA's determination.
3. If WBRA and GJCR do not resolve the disputed request for reimbursement as provided in the preceding subsection 2, the disputed items shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If WBRA and GJCR are unable to agree upon a knowledgeable professional, then WBRA shall choose an independent knowledgeable professional and GJCR shall choose an independent knowledgeable professional to review WBRA's decision. If and to the extent that the two knowledgeable professionals so selected agree that disputed items submitted in the reimbursement request properly documented and accurate costs of Eligible Activities in conformance with this Agreement and the Brownfield Plan, then GJCR shall be reimbursed those costs in accordance with this Agreement. The fees for the professionals contemplated by this paragraph shall be reimbursed from Captured Revenues. Regardless of any other provision in this Agreement, any cost that MSHDA determines in its review and approval of an Act 381 work plan not to be a cost of an Eligible Activity or not in conformance with the Brownfield Plan, the Act 381 Work Plan, or Act 381 will not be reimbursed to any party.

F. Reimbursements will normally be made once annually following collection of the winter tax bill (*i.e.*, in March or April of the year following receipt of taxes levied in the preceding year).

G. Reimbursement obligations under this Agreement will terminate upon the earliest of any of the following:

1. All Captured Revenues collected or to be collected in compliance with the Brownfield Plan have been expended.
2. All costs of Eligible Activities conducted in accordance with (i) the Brownfield Plan and (ii) Work Plan have been fully paid.

3. Expiration, termination, or abolition of the Brownfield Plan.
4. GJCR has been reimbursed the maximum aggregate amount of reimbursements of \$1,730,500.
5. Expiration or termination of this Agreement.
6. If the obligation is to reimburse GJCR, any of the following occurs:
 - a. On or before December 31, 2027, the Project has not been substantially completed in accordance with a site plan approved by City pursuant to City's zoning ordinance.
 - b. GJCR terminates its existence or fails to file documents required to do business in Michigan.
 - c. The Property is put into the control of a receiver or GJCR files for bankruptcy or dissolution.

2. Indemnification. GJCR shall defend, indemnify, and hold City and WBRA, and their directors, officers, employees, agents and representatives (**Indemnified Persons**) harmless from any loss, expense (including reasonable attorney fees) or liability due to demands, claims, lawsuits, actions, civil or administrative proceedings, judgments, awards, or other losses arising from injuries to persons or property as a result of the acts or omissions of GJCR, or GJCR's partners, officers, directors, employees, agents, contractors, or subcontractors related to GJCR's ownership, operation, use or maintenance of the Property during the term of this Agreement, except to the extent resulting from the negligence or actions of any of the Indemnified Persons.

3. Term. This Agreement shall terminate upon the earlier of (i) when all reimbursements required under this Agreement have been made, (ii) expiration of the obligation to make such reimbursements, (iii) expiration, termination or abolition of the Brownfield Plan, or (iv) December 31, 2036 (which is one (1) year following the final year of capture under the Brownfield Plan).

4. General Provisions.

A. GJRC, LLC agrees to follow the City of Wyoming Ordinances, the City of Wyoming and WBRA administrative policies and procedures related to administering the Plan and all resolutions of the City of Wyoming City Council and the WBRA approving the Brownfield Plan, which is incorporated by reference into this Agreement. It is expressly acknowledged that failure to follow these terms and conditions may result in termination of the Plan and withholding of reimbursement.

B. A notice, request or other communication to any party pursuant to this Agreement shall be in writing and shall be deemed given when (i) delivered personally, (ii) when actually delivered by FedEx, UPS or similar delivery service, (iii) when delivered and acknowledged by e-mail, or (iv) 14 days after mailing by first class UPPS mail to another party at the addresses first set forth above, unless the other party has designated in writing a different address for the serving of notices by a notice given in compliance with this subsection.

C. This Agreement is the entire agreement between the parties as to its subject matter. It cannot be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. The captions are for reference only and shall not affect the interpretation of this Agreement. However, the recitals are an integral part of this Agreement.

D. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver of such right or any other right; a waiver on any one occasion shall not be construed as a bar to or waiver of any subsequent breach of the same or any other provision of this Agreement on a future occasion.

E. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts taken together shall constitute but one and the same Agreement.

F. This Agreement and the rights and obligations under this Agreement are unassignable and nontransferable without the consent of the other parties which shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall be binding upon any successors or permitted assigns of the

parties. This Agreement shall be enforceable only by the parties and no other person shall have a right to enforce any provision contained herein.

G. This Agreement and rights and obligations of the parties under this Agreement shall be governed by and interpreted under the Michigan law. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Agreement shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

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

City of Wyoming Brownfield Redevelopment Authority

By: _____

Tom Brann, Chair

By: _____

Nicole Hofert, Secretary

Date signed: November __, 2025

By: _____

Kent Vanderwood, Mayor

Date signed: December __, 2025

Partnership

GJCR, LLC
a Michigan limited partnership

By: GJCR LLC,
a Michigan limited liability company
Its: General Partner

By: _____
Its: Authorized Representative

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND ADOPT A BANKING SERVICES RESOLUTION
FOR TREASURY MANAGEMENT SERVICES WITH FIFTH THIRD BANK

WHEREAS:

1. On September 3, 2024, the City Council adopted Resolution #28164, approving and authorizing treasury management services with Fifth Third Bank and naming authorized persons to be signatories for financial transactions.
2. When staffing changes occur, Fifth Third Bank requires a new resolution to reflect the appropriate city personnel authorized to make financial transactions on the City's behalf.
3. It is necessary to update the Banking Services Resolution to include the new Deputy Finance Director and rescind Resolution #28164.

NOW, THEREFORE, BE IT RESOLVED:

1. The attached Banking Services Resolution with Fifth Third Bank is approved and the Finance Director is authorized to sign it on the City's behalf.
2. Resolution #28164 is rescinded.

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: December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Banking Services Resolution

Resolution No. _____



FIFTH THIRD

**38 Fountain Square Plaza
Cincinnati, Ohio 45263**

Banking Services Resolution



Banking Services Resolution

DEPOSIT ACCOUNTS & OTHER TREASURY MANAGEMENT SERVICES

Effective as of the date of execution, the named person(s) in the Authorized Persons Section is/are duly authorized representative(s) of the Company, Corporation, Partnership, Organization, Government, Trust and/or Plan reflected on the Signature Page hereof (“Entity”) and hold the title(s) set forth opposite his or her respective name(s), said authorized persons is/are authorized to act on behalf of this Entity, and on behalf of those entities named in the Affiliates Section hereof (“Affiliates”), as an “Authorized Person” in transactions with Fifth Third Bank, National Association, or an affiliate of Fifth Third Bancorp (collectively, “Bank”), with the authority detailed in the following resolutions:

Section I. DEPOSIT ACCOUNTS & OTHER TREASURY MANAGEMENT SERVICES:

RESOLVED, that the Bank is hereby designated as an authorized depository of this Entity and that one or more checking, savings, or other deposit accounts (“Accounts”) be opened and maintained with the Bank in the name of the Entity.

RESOLVED, that the opening and maintaining of the Accounts, all transactions in connection with the Accounts and all related services will be governed by written agreements provided by the Bank, and by such rules, regulations and policies as the Bank shall from time to time establish.

RESOLVED, this Entity is authorized to obtain banking services from the Bank including treasury management, the sale or purchase of foreign currencies, and to enter into such agreements and documentation for such services as are required by the Bank from time to time, including a Master Treasury Management Agreement, Online Channel Access Agreement, Schedules to the Online Channel Access Agreement, Signature Card, Terms and Conditions for various banking services, Commercial Card Service Agreement, Deposit Account Rules & Regulations, and/or Commercial Account Rules, as applicable (“Banking Agreements”), each of which, when accepted or signed by an Authorized Person described below is approved and authorized in all respects.

RESOLVED, that the Entity is authorized to incur and repay indebtedness, grant or give security, and incur and perform related liabilities and obligations to the Bank in connection with the banking services obtained by the Entity under the relevant Banking Agreements, including, without limiting the foregoing, with respect to: (a) transactions executed for the Entity by the Bank (b) credit card services under the Commercial Card Service Agreement, and (b) import and export services for letters of credit as provided in the terms and conditions for such import and export services and related reimbursement, financing and security or collateral arrangements.

RESOLVED, that the Entity is authorized to enter into, execute and deliver to the Bank applications, documents, notes and agreements reflecting or evidencing such indebtedness, security, liabilities and obligations including those related to letters of credit, confirmation and payment services, reimbursement arrangements and related loans, lines of credit or similar financing arrangements, and security and collateralization arrangements, and a note or notes, security, pledge or similar agreement evidencing or securing such arrangements (“Banking Services Financing Agreements”), each of which, when submitted, accepted or signed by an Authorized Person is authorized and approved in all respects.



RESOLVED: that a) any of the Authorized Persons as designated in the Authorized Person(s) Section, acting alone or together with other Authorized Persons, b) each person serving or named as an executive or finance officer of the Corporation (such as the Chief Executive Officer, President, Chief Financial Officer, Controller and Vice President-Finance or similar title (each, an “*Executive Officer*”) from time to time, and (c) any other person designated by any such individual, whose identity is provided to Fifth Third Bank (each, an “*Authorized Person*” and for purposes of certain Banking Agreements, an “*Authorized Agent*”) is authorized to act for the Entity, and any named Affiliates if the same are joined to the Banking Services Agreements, to do any of the following:

Section 1.1. Accounts and Agreements. Open or close any deposit or other Account and execute on behalf of the Entity signature cards (and designate persons with check signing authority), application forms, authorization, set-up and other documentation and agreements with the Bank with respect to the Accounts and any services related to the Accounts including each of the Banking Agreements and Banking Services Financing Agreements;

Section 1.2. Payment Instructions. Issue, and designate persons with the authority to issue written, telephonic, electronic, internet-based, or oral instructions and payment orders for the transfer or payment of funds of the Entity on deposit with the Bank (or at any other financial institution) including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;

Section 1.3. Foreign Currency Transactions. Agree to buy or sell foreign currencies via spot contracts, execute on behalf of the Entity confirmation of such spot transactions, and deliver such currencies as required under the spot transactions to the Bank, including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;

Section 1.4. Implementation and Setup. Select the services the Entity will obtain from the Bank and instruct the Bank on service options and features desired by the Entity, and the set-up, implementation and security procedures relating to the services selected.

Section 1.5 Designate others with Authority. Designate and advise the Bank of the identity of persons (including officers and employees of this Entity or its service providers) who have some or all of the authority of an Authorized Person with respect to one or more Accounts of the Entity Banking Agreements entered into by Entity or services utilized by the Entity, and limitations on the scope of such authority, if any, including a person or persons who will serve as administrator or service administrator with respect to a service or services obtained by the Entity and have authority to: manage the service on behalf of the Entity; select and administer security and operating procedures; designate persons as authorized users of a service; and, enable and administer user identification codes, passwords and other identification data.

RESOLVED, that the Authorized Person(s), and any persons designated by the same in accordance with the foregoing resolutions, is/are hereby authorized to take such other actions as may be necessary or desirable to carry out the intent of the foregoing.

RESOLVED, that the resolutions set forth herein and the authority hereby conferred is in addition to that conferred by any other resolution heretofore or hereafter delivered by this Entity to the Bank and shall continue in full force and effect until the Bank shall have received, and have had a reasonable opportunity to act upon, notice in writing, certified by an authorized representative of this Entity, of the revocation hereof by a resolution duly adopted by the governing body of this Entity. Any such revocation shall be effective only as to credit which is extended or committed by the Bank, or actions which are taken by this Entity pursuant to the resolutions contained herein, subsequent to the Bank's receipt of, and reasonable opportunity to act upon, such notice and shall not affect any acts by Authorized Person(s) performed prior thereto.



RESOLVED, that any and all transactions by or on behalf of this Entity with the Bank and all agreements, applications, documents and authorizations executed and delivered on behalf of this Entity to the Bank prior to the adoption of this resolution (whether involving deposits, withdrawals, borrowings, guarantees, leases or otherwise) be and the same are in all respects ratified, approved, and confirmed.

RESOLVED, that the Bank is authorized to rely in good faith on any telephonic or other oral communication which shall be received by it from anyone reasonably believed by the Bank to be one of the Authorized Person(s) (including any Channel Administrator) until new instructions are received in writing from an Authorized Person of Entity and Bank has had a reasonable time to act on such instructions.

BE IT FURTHER RESOLVED that The United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the “E-Sign Act”) applies to the fullest extent possible to this document. The Entity represents, warrants, and covenants that the electronic signatures submitted by the Entity to Bank on this document are created using software and processes that create valid, enforceable, and effective electronic signatures in compliance with the E-Sign Act and all applicable state laws including applicable Uniform Electronic Transactions Act(s). All questions regarding the validity of the electronic signatures on this document shall be governed by the E-Sign Act or, to the extent applicable, by the laws of the State of Ohio, including the Ohio Uniform Transactions Act, OHIO REV. CODE ANN. § 1306.01-23., et seq.

Section II. AUTHORIZED PERSON(S)

Name of Authorized Person	Title of Authorized Person
Traci Shaffer	City Treasurer
Jodi Yenchar	Finance Director
Carrie VanderVeen	Deputy Finance Director
Amanda Pelletier	Deputy City Treasurer

NOTE: If additional space is needed, please attach separate copies of this table, labeling each copy “Exhibit to [Name of ENTITY] Banking Services Resolution dated [insert date of this Resolution].”



Section III. AFFILIATES (Optional - Complete only if Entity will act on behalf of one or more entities in which Entity directly or indirectly owns an equity interest (each, an “Affiliate”))

RESOLVED, that Entity owns directly or indirectly an equity interest in each Affiliate listed below and Entity resolves that each such Affiliate may join the Banking Agreements, Commercial Card Service Agreement, or other agreement with the Bank as a customer and as permitted by Bank from time to time; and

- Signor is duly authorized under the governing documents and resolutions of each Affiliate to give this certification to the Bank;
- these resolutions are a true copy of resolutions adopted by the governing body of each Affiliate;
- that such resolutions are now in full force and effect and are pursuant to each the governing documents of each Affiliate; and
- each of the Authorized Persons named in the Authorized Person(s) Section is authorized to act on behalf of the Affiliates listed below to the same extent as any Authorized Person is permitted to act on behalf of Entity.

Name of Affiliate	Optional Additional Authorized Person(s) per Affiliate	
	Name of Authorized Person for Affiliate <i>in Addition to those established above</i>	Title of Additional Authorized Person
62-A District Court		
Greater Wyoming Community Resource Alliance		

NOTE: If additional space is needed you may attach separate copies of this table, or a spreadsheet. Each attachment must be labeled “Exhibit to [Name of ENTITY] Banking Services Resolution dated [insert date of this Resolution]” and contain all information required on this table.

[SIGNATURE PAGE TO FOLLOW]



SIGNATURE PAGE OF BANKING SERVICES RESOLUTION

I hereby certify that:

- I am duly authorized under the governing documents and resolutions of Entity (and each Affiliate, if applicable) to give this certification to the Bank; and
- the above is a true copy of the resolutions adopted by the governing body of this Entity (and each Affiliate, if applicable), and
- such resolutions are now in full force and effect as of the date set forth below, having been adopted pursuant to the governing documents of Entity and (each Affiliate, if applicable) and not rescinded.

Printed Name: Jodi Yenchar

Title or Office: Finance Director

Full Legal Name of Entity: City of Wyoming

Signature: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT GENERAL MOTORS CORPORATE GIVING GRANT FUNDS FROM THE GWCRA AND AUTHORIZE THEIR USE IN A PILOT DRIVER TRAINING AND POLICE MENTORSHIP PROGRAM

WHEREAS:

1. The Greater Wyoming Community Resource Alliance (GWCRA) has obtained a \$25,000 grant from General Motors Corporate Giving to initiate a pilot driver training police mentorship program in conjunction with the Wyoming Department of Public Safety.
2. Wyoming Public Safety Department personnel have collaborated with Jungle Survival Driver’s Training to provide classroom and on-the-road driver training for enrolled teens and use assigned police personnel as mentors with the goal of enhanced knowledge and skills for safe driving and for being responsible citizens.

NOW, THEREFORE, BE IT RESOLVED:

1. The city gratefully accepts the General Motors Corporate Giving Grant funds from the GWCRA.
2. The use of the funds for driver’s training and police mentorship program in collaboration with Jungle Survival Driver’s Training is approved.
3. The City Manager is authorized to sign documents to accept those funds and implement the program and all city staffer are authorized and directed to implement the program.
4. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

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 December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

STAFF REPORT

Date: December 3, 2025
Subject: Driver's Education and Police Mentorship Program
From: Kirt Zuiderveen, Community Service Unit Lieutenant
Kip Snyder, Chief of Police
Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended City Council accept General Motors Corporate Giving grant funds from the Greater Wyoming Community Resource Alliance (GWCRA) and authorize use of the funds for a driver's training and police mentorship program.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar – Public Safety
 - Goal 1 – Implement and adopt more proactive public safety initiatives.

DISCUSSION:

The GWCRA has obtained \$25,000 in grant funds from General Motors Corporate Giving for a program that will provide free driver's training and police mentorship to approximately 50 teens who are unable to afford the cost of driver's training (\$500 per student). This program will be designed to equip the teens with essential driving skills, safety knowledge, and a positive relationship with law enforcement.

The Wyoming Police Department's Community Services Unit (CSU) has partnered with the school districts in Wyoming and Jungle Survival Driver's Training to develop a plan for driver's training classes that will occur in the police department's training room. The two sessions of 4-week classes are scheduled to take place in March and April of 2026 and will provide students with their level 1 driver's license.

Police officers will be present during portions of the classroom and behind-the-wheel training to enhance instruction on topics related to the rules of the road, safe driving (e.g., distracted driving), handling emergency situations (e.g., accidents), and traffic stops. Officers will also be assigned as mentors to the students, thereby creating

positive relationships and becoming someone who they can trust to help them in their quest not only to become safe drivers but responsible and trustworthy members of the community.

Students will be identified for participation in the program through the School Resource Officers' relationship with the school districts in the City of Wyoming.

BUDGET IMPACT:

Funds are currently available in the Donations-Police-Special account (#205-675.023) and will require approval of the attached budget amendment for transfer to Police-Admin-Other Services-Police Special Events (#205-301-30500-956.023).

Attachments:

Resolution

Budget Amendment

CITY OF WYOMING BUDGET AMENDMENT


Date: December 15, 2025

Budget Amendment No. 009

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$25,000 of budgetary authority to provide funding for a drivers training and police mentorship program and recognize the associated donation from General Motors through the Alliance.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
Public Safety Fund				
Donations - Police Special				
205-675.023	\$ 2,500.00	\$ 25,000.00		\$ 27,500.00
Police - Administration Services - Other Services				
205-301-30500-956.023	\$ 2,500.00	\$ 25,000.00		\$ 27,500.00
Fund Balance/Working Capital (Fund 205)		\$ -	\$ -	

Recommended:  Senior Accountant

 City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2025-2026 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO ACCEPT THE MAJOR LEAGUE SOCCER (MLS) GRANT AWARD
FROM THE RCX SPORTS FOUNDATION

WHEREAS:

1. The City of Wyoming Parks and Recreation Department provides recreational programs that enhance the quality of life for residents; and
2. The City of Wyoming has been awarded a Major League Soccer (MLS) GO Grant from the RCX Sports Foundation in the amount of \$4,900; and
3. The MLS GO program is designed to promote affordable, inclusive, and high-quality recreational soccer opportunities for youth.

NOW THEREFORE BE IT RESOLVED:

1. The City Council are hereby authorized to accept the grant award and authorize the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Recreational Facilities Agreement

Resolution No. _____

Staff Report

Date: December 4, 2025
Subject: Major League Soccer GO Grant Award
From: Lynn Clarke, Assistant Director of Parks and Recreation
CC: Krashawn Martin, Director of Parks and Recreation
Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended City Council accept the Major League Soccer (MLS) GO Grant from the RCX Sports Foundation in the amount of \$4,900 for the recreation soccer program.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City of Wyoming Parks and Recreation Department is dedicated to providing high-quality parks, leisure activities, and recreational opportunities that enrich the lives of our residents. Well-maintained parks and strong recreation programming enhance property values, improve community appearance, and contribute to the City's long-term economic vitality.

MLS GO is Major League Soccer's national recreational youth soccer program designed to provide an inclusive, affordable, and high-quality soccer experience for all participants. Its mission is to make soccer accessible and fun so more children can participate in the sport.

The City of Wyoming Parks and Recreation Department currently serves children ages 4–12 in its recreational soccer program. The program is highly successful, serving approximately 400 participants annually through both spring and fall seasons.

By participating as an MLS GO provider, the City will enhance its existing soccer program through additional training and development resources for volunteer coaches. Participants will benefit from improved instruction and the excitement of being part of a nationally recognized MLS program. Each team will be assigned an official Major League Soccer club and receive corresponding uniforms, further enhancing the participant experience.

This partnership will also increase program visibility and community interest as professional soccer continues to grow in West Michigan.

BUDGET IMPACT:

The expense for the program supplies are budgeted in 208-751-76100-740.000

Attachment:
Budget Amendment

CITY OF WYOMING BUDGET AMENDMENT


Date: December 15, 2025

Budget Amendment No. 010

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$4,900 of budgetary authority to support the youth soccer program and recognize the associated grant revenue from Major League Soccer GO.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation Fund</u>				
Donations - Private Contributions				
208-674.000	\$ -	\$ 4,900.00		\$ 4,900.00
Parks and Recreation - Recreation - Operating Supplies				
208-751-76100-740.000	\$ 35,556.00	\$ 4,900.00		\$ 40,456.00
Fund Balance/Working Capital (Fund 208)		<u>\$ -</u>	<u>\$ -</u>	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2025-2026 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHROIZE THE MAYOR AND CITY CLERK TO EXECUTE
A RESTATED RECREATIONAL FACILITIES AGREEMENT WITH
GODWIN HEIGHTS PUBLIC SCHOOLS

WHEREAS:

1. The City of Wyoming and Godwin Heighst Public Schools have maintained a long-standing partnership for the shared use of recreational facilities located at Hillcroft Park, 340 – 32nd Street; and
2. The original Recreational Facilities Agreement was executed in 2000 and subsequently amended to reflect improvements and operational changes; and
3. The City of Wyoming and Godwin Heights Public Schools desire to restate the agreement to consolidate prior amendments and clarify terms; and
4. The agreement provides for a three (3) year term ending December 15, 2028, with automatic renewal unless either party provides notice of non-renewal.

NOW THEREFORE BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Recreational Facilities Agreement with Godwin Heights Public Schools.

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 December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Recreational Facilities Agreement

Resolution No. _____

Staff Report

Date: December 4, 2025
Subject: Restated Godwin Heights Public Schools Recreational Facilities Agreement
From: Krashawn Martin, Director of Parks and Recreation
Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended City Council approve the restated Godwin Heights Public Schools Recreational Facilities Agreement for a term of three (3) years, ending December 15, 2028.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Community
 - Goal 3 – Enhance community engagement and recreational opportunities for our residents.

DISCUSSION:

The City of Wyoming has maintained a long-standing partnership with Godwin Heights Public Schools for the shared use of recreational facilities at Hillcroft Park, located at 340 – 32nd Street. The original agreement was executed in 2000 and has been amended over time to reflect improvements and changes in use.

Through this partnership, Godwin Heights Public Schools has made significant investments in park facilities that serve both school athletic programs and the general public. These improvements include:

- Soccer fields
- Football practice field
- Baseball field
- Shot put area
- Restroom and storage building
- Security lighting

This agreement has allowed the City to expand amenities at Hillcroft Park while sharing costs and responsibilities with the District. The purpose of the restated agreement is to consolidate prior amendments and clarify roles and responsibilities related to:

- Use of Hillcroft Park by the District
- Use of school facilities by the Parks and Recreation Department
- Use of the Godwin Mercado parking lot by the District

- Maintenance responsibilities
- Ownership of improvements
- Scheduling and access
- Insurance and liability

The restated agreement does not substantially change the existing operational relationship but provides clearer structure and updated terms and continues a long-standing collaborative partnership that maximizes recreational opportunities for residents while supporting school athletic programs.

BUDGET IMPACT:

There is no budget impact.

Attachment:
Contract

**CITY OF WYOMING—GODWIN HEIGHTS PUBLIC SCHOOLS
RESTATED RECREATIONAL FACILITIES AGREEMENT**

THIS AGREEMENT is made and entered into this 24 day of Nov. 2025, by and between the City of Wyoming, whose mailing address is 1155 28th Street, SW, Wyoming, Michigan 49509 (the "City"), and Godwin Heights Public Schools, whose mailing address is 15 36th Street, SW, Wyoming, Michigan 49548 (the "District").

RECITALS

WHEREAS, the City owns property known as Hillcroft Park (the "Park"), which is located at 340 32nd Street, Wyoming, Michigan 49548; and

WHEREAS, the Park has been used by the District for school recreational activities and programming and is adjacent to additional facilities owned by the District; and

WHEREAS, on October 9, 2000, the parties entered into a Recreational Facilities Agreement, which, among other things, governed the placement of additional recreational facilities and buildings in the Park for use by both the City and the District in accordance with the provisions of Act 156 of 1917, as amended (MCL 123.51, et seq); and

WHEREAS, in accordance with the Recreational Facilities Agreement, the District has developed the following recreational facilities and improvements in the Park: (a) two junior soccer fields; (b) a high school soccer field; (c) a shot-put court; (d) a discus field; (e) a football practice field; (f) a baseball field; (g) a restroom/storage building; (h) security lighting; and (i) those items ensure the integrity of the recreational facilities and programming, including, fencing, scoreboards, bleachers, and water and electrical service (the "Existing Recreational Facilities"); and

WHEREAS, the Recreational Facilities Agreement granted the District a non-exclusive, revocable license to use the Park for a period of fifty (50) years; and

WHEREAS, the parties desire to update and/or modify certain terms and conditions of their existing contractual arrangement; and

WHEREAS, the parties desire that the Recreational Facilities Agreement be restated to incorporate into a single Restated Recreational Facilities Agreement (the "Agreement") all matters now agreed upon by the parties, effective on the date first written above.

AGREEMENT

Therefore, the parties mutually agree that the October 9, 2000 Recreational Facilities Agreement shall be restated to read in its entirety as follows:

1. Recitals. The above Recitals are affirmed as correct and are hereby incorporated into the terms of this Agreement.

2. License. Subject to the terms and conditions of this Agreement, the City grants the District a non-exclusive, revocable license to (i) access and use the Park for District-related recreational activities, programs, and events and (ii) use the Godwin Mercado's parking lot (identified below) for District-related athletic activities (the "License"). The District acknowledges and affirms that the License does not convey any property rights or any renewal or extension rights. The District shall not exceed the scope of use and access explicitly authorized under this Agreement without prior written consent from the City. The parties acknowledge that the City is not affiliated with the District nor does the City sponsor or control any District activities or programs.
3. Initial Term and Renewal. The Agreement shall terminate three (3) years after its effective date (the "Initial Term"). This Agreement shall be renewed automatically for succeeding terms of three (3) years each unless either party gives written notice of nonrenewal to the other at least ninety (90) days prior to the expiration.
4. Development of Recreational Facilities.
 - (a) The District may continue to use and operate the Existing Recreational Facilities, as authorized under this Agreement.
 - (b) The District shall not develop any additional recreational facilities and/or improvements in the Park or make reasonably significant modifications to the Existing Recreational Facilities without obtaining prior written approval from the City's Director of Parks and Recreation or other personnel designated by the City. All District-developed improvements must be appropriate to the intensity of the anticipated use of the Park and shall conform with the City's Parks and Recreation 5-Year Master Plan (attached as **Exhibit A**), unless the City, in its absolute discretion, authorizes variation(s) from said plan.
 - (c) The City and its officers, employees, and contractors may enter upon and access the Park, including all facilities and improvements located therein. The District acknowledges and agrees that the City may develop recreational facilities or other improvements in the Park, as the City deems appropriate. The City will make reasonable efforts to give the District advance notice of any such construction.
5. Maintenance Obligations.
 - (a) The District, at its sole expense, shall be responsible for maintaining the Park grounds and any District-developed improvements located therein in a condition reasonably acceptable to the City. Such maintenance shall include, without limitation, reasonably necessary repairs and upkeep, mowing, trimming grass, trees, and plants, maintaining a sprinkling system, turf fertilization, weed control, and reseeding, as necessary. Additionally, the District shall provide suitable storage for equipment within the restroom facility located in the Park. No such equipment shall be kept outdoors in direct visibility of Park users.

- (b) The City shall be responsible for all other types of ongoing maintenance, including utilities, maintenance of restrooms and storage buildings, and any City-developed improvements or facilities in the Park.
 - (c) If the City or the District determines that the other party has failed to satisfy its maintenance obligations under this Agreement, the party shall so notify the responsible party in writing. If the responsible party has not remedied the inadequate condition(s) within 14 calendar days after receiving said notice, the notifying party may cause the necessary maintenance and/or repairs to be performed at the responsible party's expense and may invoice the responsible party for the actual costs incurred.
6. **Ownership of Improvements.** Except by mutual written agreement of the parties, during the term of this Agreement, the District shall be considered the owner of any District-developed improvements in the Park and shall not be divested of such improvements. Upon the termination of this Agreement, the following procedures shall apply:
- (a) The City shall provide written notice to the District specifying which District-developed improvements, if any, the City wishes to keep. The City may then purchase such improvements from the District at fair market value.
 - (b) If the parties cannot agree on the fair market value of such improvements within 30 days, the parties shall jointly select an appraiser to value the improvements, and the appraiser's valuation shall be binding on both parties. Payment shall be made within 45 days after fair market value has been determined.
 - (c) The District may remove any District-developed improvements not retained by the City within three (3) months after the City has provided the written notice described in subsection (a) above. Any improvements not removed by the District at the expiration of this period shall become property of the City.
7. **Use of the Park.**
- (a) The District shall submit proposed schedules for its use of the Park in advance to the City's Director of Parks and Recreation. The City must receive schedule requests by July 1 for all fall activities and by March 1 for spring activities. The City may schedule other activities that do not interfere with the activities on the District's submitted schedules.
 - (b) The District shall have first priority to use the Park between 3:00 p.m. and 6:00 p.m., Monday through Friday, from August 1 through June 10. However, this priority shall be forfeited if the District fails to submit its schedule by July 1 for fall and winter activities, and by March 1 for spring and summer activities.
 - (c) If the City uses or allows other organizations or individuals to use the Park, the City shall provide for any necessary cleanup and maintenance resulting from such non-District use.

- (d) Use of the Park by City residents shall not be restricted, except for those facilities otherwise scheduled by the District or City or rented for use by the City.
8. Use of the Godwin Mercado. Between 5:00 p.m. and 11:00 p.m., Monday through Friday, from August 1 through June 10, the District may also access and use the parking lot of the Godwin Mercado, located at 301 36th Street SW, Wyoming, Michigan 49509, for District-related athletic activities that have been scheduled in accordance with Section 7. The District shall not use the parking lot for any activities unrelated to scheduled athletic events without prior written approval from the City.
9. Use of District Gymnasium.
- (a) In consideration for the License, the District shall grant the City access to and use of one (1) high school regulation size gymnasium or an alternative gymnasium that is acceptable to the City (the "Gymnasium").
- (b) The City shall submit proposed schedules for its use of the Gymnasium in advance to the District's Director of Facilities or a designee. To receive first priority for the Gymnasium, the City must submit its proposed schedules by July 1 for fall and winter activities, and by March 1 for spring and summer activities. However, this priority shall be forfeited if the City fails to submit its schedule by July 1 for fall and winter activities, and by March 1 for spring and summer activities.
- (c) The District agrees to assume the cost of all custodial needs during regular scheduled maintenance hours for the City's use of the Gymnasium, provided that the City vacates the Gymnasium by 10 p.m. and that cleanup for the City's activity can be completed within the regular shift of the District's custodial staff. In the event additional custodial time is needed beyond the regular shift, the City will be invoiced for the actual cost of the additional custodial time.
10. Insurance. Each party shall maintain liability insurance to protect against liability resulting or arising from the activities referenced in this Agreement. Insurance shall be in the minimum amount of \$1,000,000, for combined single limit personal injury, bodily injury, and property damage, which coverage may include a certification of self-insurance on behalf of the City in an amount of \$500,000. Upon request, evidence of said insurance shall be submitted to each party for approval by the City Attorney and the District's attorney, respectively. Additionally, upon request, each party shall further show evidence of renewal of insurance coverage to the other party.
11. Assignment. The District may not assign or transfer its rights or obligations under this Agreement without the City's prior written approval. The District may use the Park for the purposes authorized herein and may not permit any other organizations or persons to use the Park, except for Michigan High School Athletic Association state-sanctioned tournaments.

12. **Compliance with Applicable Laws.** While engaging in any of the activities or property uses referenced and/or contemplated in this Agreement, the District and its personnel shall comply with all applicable federal, state, and local laws, rules, and regulations.
13. **Violations.** If the City, through its Director of Parks and Recreation or other designee, notifies the District of any violations of this Agreement, the District shall promptly remedy those violations. In the event the violations are not promptly remedied, the City may remedy the same, and the District agrees to reimburse the City for all costs of remedying the conditions, without prejudice to the City's right to recover damages for the District's actions. The City agrees that it has a reciprocal obligation of use, correction, and cost for use of the District's facilities granted herein.
14. **Indemnification.** Each party (the "Indemnifying Party") shall, to the extent permitted by law and without waiving any governmental immunity, indemnify, defend, and hold harmless the other party, its officers, employees, and agents (collectively, the "Indemnified Party") from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) ("Claims") arising out of or in connection with the Indemnifying Party's activities under this Agreement, unless such Claims result from the negligence or wrongdoing of the Indemnified Party. The covenants set forth in this Section 14 shall survive any termination of this Agreement.
15. **Entire Agreement.** This Agreement contains the entire agreement between the District and the City with regard to its subject matter, supersedes all previous agreements on this subject matter, and may be amended only by a writing signed by both parties.

[SIGNATURES ON THE FOLLOWING PAGE]

CITY OF WYOMING

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli Vandenberg, Clerk

**GODWIN HEIGHTS PUBLIC
SCHOOLS**

By: Allen E. Johnston
Allen Johnston, Its President

By: Colleen Anderson
Colleen Anderson, Its Secretary

Approved as to Form:

Greg
Greg Stremers, City Attorney

Date: Dec 1, 2025

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF WELLNESS AND FITNESS EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Fitness Things, Inc. DBA All Pro Exercise Corporation for the purchase of wellness and fitness equipment in the total estimated amount of \$92,596.75 using Sourcewell contract pricing.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of wellness and fitness equipment from Fitness Things, Inc. DBA All Pro Exercise Corporation.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Attachments:
Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: November 20, 2025
Subject: Wellness and Fitness Equipment
From: Dennis Van Tassell, Fire Chief
CC: Kip Snyder, Acting Public Safety Chief
Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended City Council accept the quote for wellness and fitness equipment from Fitness Things utilizing Sourcewell Contract's 05234-LFF and 05234-TRU. The total cost for this equipment is \$92,596.75.

ALIGNMENT WITH STRATEGIC PLAN:

- Safety
- Stewardship
 - Objective 1

DISCUSSION:

The Wyoming Fire Department received a grant through the Federal Emergency Management Association's (FEMA) Assistance to Firefighter Grant (AFG) in the amount of \$150,149.86. The grant acceptance was approved by Council October 6, 2025. A portion of the grant funding will be used to purchase wellness and fitness equipment needed to create a formal fitness and injury prevention program. Due to the complexity and wide variance of equipment being purchased, a Sourcewell contract was identified as the way to get the best prices for all items being purchased. Fitness Things was identified as a vendor that was able to provide all of the items utilizing both Sourcewell Contracts.

BUDGET IMPACT

The department will utilize funds from accounts: 205-336-33900-984.000.

Attachments: Quote
Contract

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: FITNESS THINGS INC. DBA ALL PRO EXERCISE

A CORPORATION
[Name of contracting entity]
35539 SCHOOLCRAFT RD.
[State and type of entity, e.g., corporation, limited liability company, etc.]
LIVONIA, MI 48154
[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: 12/16, 2025. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Contractor:

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

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

Date signed: _____, 20__

Date signed: 11/20/2025, 20__

Approved as to form:

[Signature]

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. If grant funds are withdrawn or cancelled for any reason this Contract is nullified.

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

F. Unless the 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**

Invoicing Address:

 WYOMING FIRE, MATT FRAZEE
 1250 36TH ST SW
 WYOMING MI 49509
 United States
 ☎ 616-249-3433

 WYOMING FIRE
 1250 36TH ST SW
 WYOMING MI 49509
 United States

Shipping Address:

 WYOMING FIRE, Wyoming Fire
 1250 36TH ST SW
 WYOMING MI 49509
 United States
 ☎ 616-530-7250

Quotation # 37531

Quotation Date:
 11/17/2025

Expiration:
 11/24/2025

Salesperson:
 Brett Veltema

Description	Quantity	Unit Price	Disc.%	Taxes	Amount
True Fitness Gravity Plus Series Treadmill with LED Screen					
[TC20350L0] True Fitness Gravity+ Treadmill - LED Console	2.000 Unit(s)	9,999.00	35.00	Government	\$ 12,998.70
Subtotal					\$ 12,998.70
Hammer Strength Power Rack (Comes without Weight Plates, Bars and Benches)					
[HDW-PR-STRD] Hammer Strength HD Athletic Power Rack	3.000 Unit(s)	4,435.00	20.00	Government	\$ 10,644.00
Subtotal					\$ 10,644.00
Life Fitness Adjustable Cable Crossover					
[LCM-CC] Life Fitness Cable Motion Adjustable Cable Crossover	2.000 Unit(s)	8,924.00	20.00	Government	\$ 14,278.40
Subtotal					\$ 14,278.40
Life Fitness Adjustable Weight Bench					
[FWMAB] Multi-Adjustable Bench	4.000 Unit(s)	1,766.00	15.00	Government	\$ 6,004.40
Subtotal					\$ 6,004.40

By receiving this invoice, the customer agrees the product and labor is completed to their satisfaction. The customer also agrees no damages at the installation site occurred. Following a 14 day grace period, past-due invoices will be assessed a 2% finance charge per month, including any additional collection fees associated in collecting the agreed amount. All credit cards may be subject to a 3% fee. Terms are available with the completion of a credit application and approved credit terms. Change orders or returns may result in a restocking fee of up to 25%.

Olympic Bars					
[GOB-1200] USA VTX 7' Institutional Olympic Bar, 32 Mm Diameter, 1200 Lbs Static Test	1.000 Unit(s)	252.04	12.00	Government	\$ 221.80
[AOT-56] USA Troy International Hex Bar, Dual Grip, Chrome Finish	3.000 Unit(s)	229.92	12.00	Government	\$ 606.99
[GOT-34] USA Olympic Style Triceps Bar	3.000 Unit(s)	82.44	12.00	Government	\$ 217.64
Subtotal					\$ 1,046.43
Life Fitness Dumbbells					
[ACC-DB-4000-02] Life Fitness Hex Dumbbell Set, 5-50Lb, Rubber	4.000 Unit(s)	1,613.00	20.00	Government	\$ 5,161.60
[ACC-DB-4016] Life Fitness Hex Dumbbell 75LB Each, Rubber	6.000 Unit(s)	186.00	20.00	Government	\$ 892.80
Subtotal					\$ 6,054.40
Dumbbell Racks					
[TDR-3] USA VTX Horizontal Dumbbell Rack - 3-Tier Rail Rack W/O Saddles	4.000 Unit(s)	571.46	20.00	Government	\$ 1,828.67
[T-DR] USA VTX Horizontal Dumbbell Rack - 2-Tier Rail Rack W/O Saddles	1.000 Unit(s)	320.92	20.00	Government	\$ 256.74
Subtotal					\$ 2,085.41
Weighted Vests					
[TRX-HEXWV] TRX HEXGRIP WEIGHT VEST 40 LBS	12.000 Unit(s)	319.95	15.00	Government	\$ 3,263.49
Subtotal					\$ 3,263.49
Life Fitness Foam Rollers					
[LF-FR-1000-01] Life Fitness Foam Roller, Gray, Soft Firm, 36 in / 92 cm	4.000 Unit(s)	56.00	10.00	Government	\$ 201.60
Subtotal					\$ 201.60
Life Fitness Preacher Curl Benches					
[FW-AC] Hammer Strength Seated Arm Curl	3.000 Unit(s)	1,628.00	15.00	Government	\$ 4,151.40
Subtotal					\$ 4,151.40
Life Fitness Fixed EZ Curl Bar Set					

By receiving this invoice, the customer agrees the product and labor is completed to their satisfaction. The customer also agrees no damages at the installation site occurred. Following a 14 day grace period, past-due invoices will be assessed a 2% finance charge per month, including any additional collection fees associated in collecting the agreed amount. All credit cards may be subject to a 3% fee. Terms are available with the completion of a credit application and approved credit terms. Change orders or returns may result in a restocking fee of up to 25%.

[HS-BB-4200-02] Hammer Strength, Hammer Barbell, EZ Curl, Set 20-110LB, PU, 4 sided	3.000 Unit(s)	5,794.00	20.00	Government	\$ 13,905.60
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Subtotal \$ 13,905.60

EZ Barbell Rack

[FW-BAR] Hammer Strength Barbell Rack	3.000 Unit(s)	1,464.00	15.00	Government	\$ 3,733.20
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Subtotal \$ 3,733.20

USA Troy Pro-Style Iron Dumbbell with Straight Handle

[PFD-070R] USA Troy 70 Lb Pro-Style Iron Dumbbell With Straight Handle And Rubber Endcaps	2.000 Unit(s)	383.48	30.00	Government	\$ 536.87
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[PFD-085R] USA Troy 85 Lb Pro-Style Iron Dumbbell With Straight Handle And Rubber Endcaps	2.000 Unit(s)	442.92	30.00	Government	\$ 620.09
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Subtotal \$ 1,156.96

Bar Clamps

[WRI-WLJC] Wright Lock Jaw Collar (Pro) Single	16.000 Unit(s)	26.80	20.00	Government	\$ 343.04
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Subtotal \$ 343.04

Life Fitness Olympic Plates

[HS-OP-3000-01] Life Fitness Hammer Olympic Plate 45Lb,Rubber,Rndx	18.000 Unit(s)	166.00	20.00	Government	\$ 2,390.40
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[HS-OP-3002] Life Fitness Hammer Olympic Plate 25Lb,Rubber,Rndx72	6.000 Unit(s)	93.00	20.00	Government	\$ 446.40
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[HS-OP-3003] Life Fitness Hammer Olympic Plate 10Lb,Rubber,Rndx29	12.000 Unit(s)	38.00	20.00	Government	\$ 364.80
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[HS-OP-3004] Life Fitness Hammer Olympic Plate 5Lb, Rubber,Rndx29	12.000 Unit(s)	19.00	20.00	Government	\$ 182.40
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Subtotal \$ 3,384.00

Freight and Delivery

[SHIPPING] Shipping-Equipment	1.000 Unit(s)	3,804.85	0.00	Government	\$ 3,804.85
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[Commercial Installation] Commercial Installation (2 man/hr)	1.000 Hour(s)	3,900.00	0.00	Government	\$ 3,900.00
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[Surcharge] Surcharge Manufacturer Surcharge passed along at no markup	1.000 Unit(s)	1,640.87	0.00	Government	\$ 1,640.87
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Fitness Things
35539 Schoolcraft Rd.
Livonia MI 48150
United States

734.455.8790

**The Single Source Solution for
Fitness Equipment, Delivery,
Installation, and Service**

Life Fitness Sourcewell Contract # 052324-LFF

True Fitness Sourcewell Contract # 052324-TRU

Subtotal \$ 9,345.72

Untaxed Amount \$ 92,596.75

Taxes \$ 0.00

Total \$ 92,596.75

By receiving this invoice, the customer agrees the product and labor is completed to their satisfaction. The customer also agrees no damages at the installation site occurred. Following a 14 day grace period, past-due invoices will be assessed a 2% finance charge per month, including any additional collection fees associated in collecting the agreed amount. All credit cards may be subject to a 3% fee. Terms are available with the completion of a credit application and approved credit terms. Change orders or returns may result in a restocking fee of up to 25%.

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIR OF
THREE ROOFTOP HEATING UNITS AND TO
AUTHORIZE PAYMENT TO DHE PLUMBING AND MECHANICAL

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the emergency repair of three rooftop heating units serving Fire Station #1 in the amount of \$36,750.00.
2. The repair will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council concurs with the emergency repair of the three rooftop heating units serving Fire Station #1.
2. City Council authorizes payment to DHE Plumbing and Mechanical.
3. City Council approves the attached budget amendment.
4. City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the 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: December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Invoice
Budget Amendment

Resolution No. _____

Staff Report

Date: November 9, 2025

Subject: Emergency Replacement of Rooftop Heating Units at Fire Station #1

From: Troy Rinks, Facilities Maintenance Foreman

CC: Aaron Vis, Director of Public Works

CC: Kip Snyder, A/Director of Public Safety

Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended that the City Council concur with the expenses associated with the emergency replacement of three rooftop heating units serving Fire Station #1 (36th Street) in the amount of \$36,750.00 and approve the associated budget amendment.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

During recent seasonal startup inspections at Fire Station #1, the city's HVAC maintenance contractor identified critical cracks within the heat exchangers of three rooftop heating units. The compromised condition of these heat exchangers created an immediate risk of combustion gas leakage, including the potential for carbon monoxide to enter occupied spaces.

Because of the severity of the cracked heat exchangers, the gas service to the rooftop units needed to be shut down immediately. This meant the units could no longer function, and the affected areas would go without heat for staff and on-duty personnel until the equipment was repaired.

Due to the emergency and urgent life-safety concern, competitive bidding was not a viable option. Emergency repair approval was obtained from the City Manager. An expedited quote

was obtained from DHE Mechanical, a local HVAC contractor who has historically performed excellent work for the city, for immediate replacement. The total cost for labor, equipment, and materials was a not-to-exceed price of \$36,750.00.

City staff acted promptly to address the emergency. From the discovery of the hazards to the installation of the new rooftop units, less than four days elapsed. This rapid response was needed to minimize exposure to unsafe conditions, restore heating, and ensure continuity of critical emergency response services.

BUDGET IMPACT:

A budget amendment is needed to ensure sufficient funds exist in the Public Safety account 205-335-33800-975.000.

Attachments:

Invoice

Budget Amendment





SERVICE INVOICE

INVOICE NUMBER **W35393**
 INVOICE DATE **Nov 20/25**
 PO NUMBER

TOTAL DUE \$ 36,750.00

DHE Plumbing and Mechanical
 4475 8th Ave
 Grandville, MI, 49418
 Phone: 616-896-8414 Web: <http://dheplumbing.com/>

Service Call 25-27182

BILL TO
 City of Wyoming
 PO Box 908
 Wyoming, MI 49509

LOCATION
 1250 36th St SW
 Wyoming, MI 49509

Att: Troy Rinks

Technician	Customer Number	Completion Date	Payment Terms
Jerryd Eaton	WYOMFI2	Nov 11/25	Due on Receipt

Description of Work...

(3) RTU Replacements. Existing RTU's are #1, #2, #4 RTU-1 Model: 582LE09M180A2A0AAA Serial: 4125P32548 RTU-2- Model: 582LE05A110A3A0AAA Serial: 3425C09362 RTU-4- Model: 582LE05A110A3A0AAA Serial: 1125C05508 (3)RTU's replaced per quote.

Description	QTY	Price	Amount
<u>Labor:</u>			
<u>Material:</u>			
<u>Equipment::</u>			
<u>Travel:</u>			
<u>Other:</u>			

Note: All Applicable Sales Tax is included

Total 36,750.00

Thank you for your business!
 If paying by credit card, there will be a 3.5% fee.

CITY OF WYOMING BUDGET AMENDMENT

Date: December 15, 2025

Budget Amendment No. 011

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$36,750 of budgetary authority for the repair of three rooftop heating units at Fire Station #1.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Public Safety Fund</u>				
Fire - Buildings - Capital Outlay				
205-336-33800-975.000	\$ 784,608.00	\$ 36,750.00		\$ 821,358.00
Fund Balance/Working Capital (Fund 205)		\$ -	\$ 36,750.00	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2025-2026 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH MISS DIG TICKET SOFTWARE MANAGEMENT SERVICES AND AUTHORIZE PAYMENT TO KORTERRA, INC.

WHEREAS:

1. The Miss Dig System, Inc. notification system allows the City to properly mark its utilities to prevent damage and service disruption.
2. As detailed in the attached staff report, the City uses Miss Dig ticket software services to provide a platform that streamlines and organizes ticket workflow.
3. It is recommended City Council concur with Miss Dig ticket software services.
4. It is also recommended City Council authorize payment to KorTerra, Inc. in the total amount of \$9,887.25.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council does hereby concur with Miss Dig ticket software management services.
2. City Council authorizes payment to KorTerra, Inc.

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 December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Invoice

Resolution No. _____

Staff Report

Date: December 4, 2025
Subject: Authorize Payment to KorTerra, Inc.
From: Jay VanDyke, Assistant Director of PW - Maintenance
CC: Aaron Vis, Director of Public Works
Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended the City Council authorize payment of the KorTerra, Inc. invoice of \$9,887.25 for Miss Dig ticket software management services.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Public Works Department utilizes a software service, KorTerra, to manage Miss Dig tickets. KorTerra provides a user-friendly platform that streamlines and organizes ticket workflow, helping improve efficiency in the department. The system integrates with our GIS data, which makes locating our utilities more accurate and has contributed to a low number of utility strikes. KorTerra also provides staff management and reporting functions, making overall operations smoother.

The department has received a significantly higher volume of tickets than anticipated, which resulted in higher-than-expected service costs. Much of this increase came from underground boring contractors installing fiber in the area. Since we pay a per ticket fee, these higher volumes put us over the \$8,500.00 amount that requires council approval. Payment of the invoice was temporarily delayed while a vendor GIS software compatibility issue was addressed, and that issue has since been resolved.

BUDGET IMPACT:

Sufficient funds exist in the appropriate water, sewer, and street maintenance accounts.

Attachment:
KorTerra, Inc. Invoice



Invoice

KorTerra, Inc.
1851 Lake Drive West
Chanhausen, MN 55317-8534

Date 2/15/2025
Invoice # 25876A
P.O. No.
Terms NET 30 Days
Due Date 3/17/2025

Bill To

City of Wyoming
Jay VanDyke
2660 Burlingame Ave SW
Wyoming, MI 49509

Ship To

City of Wyoming
Jay VanDyke
2660 Burlingame Ave SW
Wyoming, MI 49509

Quantity	U/M	Description	Unit Price	Ext. Price
1.00	Min Fee	KorTerra Locate Management Plus and KorTerra Productivity Standard 2/8/2025 - 2/7/2026 - KorTerra Positive Response E-mail	9,887.25	9,887.25T
		Sales Tax	0.00	0.00

THANK YOU FOR YOUR BUSINESS!

Total **\$9,887.50**

ACH Payment Information:
Bank Name: Old National Bank
Account Name: KorTerra
Routing Number: 086300012
Account Number: 8100030672

If you have any questions concerning this invoice, please contact us at accounting@korterra.com or 952-368-1911

Balance due per the terms of this invoice. Past due balances are subject to a monthly service charge of 1.5% (18.0% APR).

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID FOR
WATER METER REPLACEMENT AND MXU INSTALLATION

WHEREAS:

1. As detailed on the attached staff report, on November 18, 2025, bids were accepted for water meter replacement and MXU installation.
2. It is recommended City Council award the bid to Ferguson Enterprises LLC, dba Ferguson Waterworks in the amounts listed in the attached tabulation sheet for the total estimated amount of \$890,000.00 for FY26.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts the bid for water meter replacement and MXU Installation.
2. City Council authorizes the City Manager to sign the contract.
3. City Council authorizes the City Manager to accept future extensions in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Tab Sheet
Contract

Resolution No. _____

Staff Report

Date: December 4, 2025

Subject: Bid Award for Water Meter Replacement and MXU Installation

From: Jay VanDyke, Assistant Director of PW - Maintenance

CC: Aaron Vis, Director of Public Works

Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended the City Council award the bid for Water Meter Replacement and MXU Installation to Ferguson Enterprises LLC, dba Ferguson Waterworks, at the unit prices shown on the tabulation of bids.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

In late 2019, the City Council entered into a contract with ETNA to purchase Advanced Metering Infrastructure (AMI), which included smart water meter endpoints (MXUs) and the wireless communication network. The intent of this system was that users would be able to monitor water usage in near real-time, allowing the identification of wasteful practices, elimination of the manual reading process, and enabling the City to move towards a monthly billing cycle. At that time, it was intended that City staff would replace the large industrial and commercial meters and install the MXUs from 2019-2020. It was intended that a mass meter change-out and MXU installation for residential meters would occur from 2020-2025. However, due to COVID, staff were not able to enter residential homes. And, the computer chips used in the MXUs were reallocated and therefore the MXUs needed for completion of the original project were not available. These supply chain issues have been recently resolved, and staff can revive the original 2019 plan.

To that end, the Public Works Department is preparing to undertake a large-scale water meter replacement and MXU installation project. Because the City does not currently have sufficient internal staff or resources to complete a project of this scale in a timely manner, the use of a contractor is required to perform the bulk of this work. Water meters and endpoints will be purchased directly by the City using that original 2019 agreement with ETNA and supplied to the

contractor for installation. An indoor and outdoor residential cross connection survey is also included in this project. These surveys aim to identify potential contamination concerns and ensure compliance with our State-mandated cross connection control program. Additionally, a service line inspection will occur to ensure that no lead service lines exist in our system – this will also assist with State compliance.

On November 18, 2025, the City received seven bids for water meter replacement and MXU installation. Invitations to bid were sent out to five hundred twenty-eight prospective bidders, and the specifications were sent to fourteen pre-qualified bidders. HydroCorp submitted the lowest bid; however, they will not honor their per unit pricing throughout the duration of the project, therefore their bid will be considered non-responsive. After reviewing the bid packets, contacting references, and considering all the additional installation costs, it is recommended that City Council award the bid to Ferguson Waterworks. Ferguson Waterworks is the low bid upon review and comparison of their alternate wiring replacement costs. Additionally, because of the higher costs associated with replacing the larger (1.5" and 2") diameter meters, the Public Works Department plans to replace many of these with internal staff to keep costs as low as possible.

Since 2019 and as a result of normal meter replacements, Public Works staff have replaced approximately 4,800 meters and endpoints. Approval of this bid will include the replacement of an additional 5,200 meters and installation of approximately 5,700 endpoints in FY26. Since there are approximately 23,000 meters in the City, it is expected that nearly 50% of the replacement efforts will be complete by the end of this fiscal year. The remaining meter replacements and endpoint installations will occur each subsequent fiscal year through FY29. Such work has been accounted for in the water and sewer rates and rate modeling.

Public Works Department expects to spend approximately \$890,000.00 on labor and materials covered under this contract which only includes the FY26 work. Once this contract is complete and depending on the service and results of Ferguson Waterworks, they will have an opportunity to extend the contract for additional years; if the services and results do not meet City expectations, subsequent phases of the project will again be bid out. The complete, overall total project cost through FY29, which includes all meter and AMI replacements and installations, is expected to be approximately \$5M.

BUDGET IMPACT:

Sufficient funds exist in the appropriate water and sewer capital outlay accounts.

CITY OF WYOMING

TABULATION OF BIDS
FOR WATER METER REPLACEMENT AND MXU INSTALLATION - BID # 2291
OPENED BY THE CITY CLERK ON NOVEMBER 18, 2025 AT 11:00 A.M. O'CLOCK

MXU Installation Only		D&B CONSTRUCTION GROUP (DB UTILITY)		ENVOCORE		ETNA SUPPLY COMPANY		FERGUSON WATERWORKS		HYDRO CORP		VANGUARD UTILITY SERVICE		UTILITIES ONE	
		EST.QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
500	MXU Transmitters (endpoints)	\$ 50.00	\$ 25,000.00	\$ 76.11	\$ 38,055.00	\$ 90.00	\$ 45,000.00	\$ 62.50	\$ 31,250.00	\$ 65.00	\$ 32,500.00	\$ 38.50	\$ 19,250.00	\$ 60.00	\$ 30,000.00

Water Meter Replacement, MXU Installation and Line Type Survey Combined Pricing

EST.QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
4850	5/8 x 3/4" Water Meter	\$ 118.00	\$ 572,300.00	\$ 121.81	\$ 590,778.50	\$ 104.00	\$ 504,400.00	\$ 83.00	\$ 402,550.00	\$ 86.50	\$ 419,525.00	\$ 69.69	\$ 337,996.50	\$ 179.00	\$ 868,150.00
1	3/4 Water Meter	\$ 118.00	\$ 118.00	\$ 121.81	\$ 121.81	\$ 104.00	\$ 104.00	\$ 83.00	\$ 83.00	\$ 86.50	\$ 86.50	\$ 100.00	\$ 100.00	\$ 179.00	\$ 179.00
250	1" Water Meter	\$ 118.00	\$ 29,500.00	\$ 121.81	\$ 30,452.50	\$ 111.00	\$ 27,750.00	\$ 83.00	\$ 20,750.00	\$ 86.50	\$ 21,625.00	\$ 100.00	\$ 25,000.00	\$ 179.00	\$ 44,750.00
80	1 1/2" Water Meter	\$ 225.00	\$ 18,000.00	\$ 318.30	\$ 25,464.00	\$ 305.00	\$ 24,400.00	\$ 450.00	\$ 36,000.00	\$ 188.00	\$ 15,040.00	\$ 326.00	\$ 26,080.00	\$ 695.00	\$ 55,600.00
50	2" Water Meter	\$ 350.00	\$ 17,500.00	\$ 318.30	\$ 15,915.00	\$ 325.00	\$ 16,250.00	\$ 450.00	\$ 22,500.00	\$ 188.00	\$ 9,400.00	\$ 425.00	\$ 21,250.00	\$ 695.00	\$ 34,750.00

Water Meter Replacement, MXU Installation and Line Type Survey Combined Pricing with Confined Space Entry (Pit)

EST.QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
15	5/8 x 3/4" Water Meter	\$ 268.00	\$ 4,020.00	\$ 203.87	\$ 3,058.05	\$ 225.00	\$ 3,375.00	\$ 86.00	\$ 1,290.00	\$ 70.00	\$ 1,050.00	\$ 150.00	\$ 2,250.00	\$ 335.00	\$ 5,025.00
1	3/4 Water Meter	\$ 268.00	\$ 268.00	\$ 203.87	\$ 203.87	\$ 225.00	\$ 225.00	\$ 86.00	\$ 86.00	\$ 70.00	\$ 70.00	\$ 150.00	\$ 150.00	\$ 335.00	\$ 335.00
10	1" Water Meter	\$ 268.00	\$ 2,680.00	\$ 203.87	\$ 2,038.70	\$ 235.00	\$ 2,350.00	\$ 86.00	\$ 860.00	\$ 70.00	\$ 700.00	\$ 150.00	\$ 1,500.00	\$ 455.00	\$ 4,550.00
10	1 1/2" Water Meter	\$ 375.00	\$ 3,750.00	\$ 427.72	\$ 4,277.20	\$ 385.00	\$ 3,850.00	\$ 450.00	\$ 4,500.00	\$ 110.00	\$ 1,100.00	\$ 450.00	\$ 4,500.00	\$ 755.00	\$ 7,550.00
10	2" Water Meter	\$ 500.00	\$ 5,000.00	\$ 427.72	\$ 4,277.20	\$ 425.00	\$ 4,250.00	\$ 450.00	\$ 4,500.00	\$ 110.00	\$ 1,100.00	\$ 595.00	\$ 5,950.00	\$ 755.00	\$ 7,550.00

Residential Cross Connection Survey (when replacing indoor meter)

EST.QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
4850	Indoor and Outdoor Cross Connection Survey	\$ 18.00	\$ 87,300.00	\$ 109.42	\$ 530,687.00	\$ 10.50	\$ 50,925.00	\$ 16.00	\$ 77,600.00	\$ 12.50	\$ 60,625.00	\$ 35.00	\$ 169,750.00	\$ 35.00	\$ 169,750.00

Valve and Meter Insetter Replacement (contractor required to turn off curb stop)

EST.QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
250	Gate, Ball, or 90 Degree Valve	\$ 125.00	\$ 31,250.00	\$ 110.12	\$ 27,530.00	\$ 111.00	\$ 27,750.00	\$ 275.00	\$ 68,750.00	\$ 105.00	\$ 26,250.00	\$ 125.00	\$ 31,250.00	\$ 360.00	\$ 90,000.00
250	Meter Insetter (meter horn)	\$ 125.00	\$ 31,250.00	\$ 110.12	\$ 27,530.00	\$ 37.00	\$ 9,250.00	\$ 150.00	\$ 37,500.00	\$ 105.00	\$ 26,250.00	\$ 155.00	\$ 38,750.00	\$ 420.00	\$ 105,000.00

Additional Installation Costs (If not noted in this section, the Contractor is deemed to have included any additional fees in the per unit costs above)

EST.QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization Fee	\$ 18,000.00	\$ 18,000.00	\$ 40,613.61	\$ 40,613.61	\$ 7,250.00	\$ 7,250.00	\$ 15,000.00	\$ 15,000.00	\$ 3,500.00	\$ 3,500.00	\$ 50,000.00	\$ 50,000.00	\$ 8,000.00	\$ 8,000.00
1	Database File Fee or Similar	\$ 10,000.00	\$ 10,000.00	\$ 53,778.09	\$ 53,778.09	\$ -	\$ -	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -	\$ 5,777.00	\$ 5,777.00	\$ 7,540.00	\$ 7,540.00
1	3 Wire Replacement Fee (per lineal foot)	\$ 20.00	\$ 20.00	\$ 5.19	\$ 5.19	\$ 1.50	\$ 1.50	\$ 2.40	\$ -	\$ 23.00	\$ 33,217.75	\$ 10.00	\$ 10.00	\$ 1.75	\$ 1,750.00

State any other project fees below:

14	Rental & Safety Equip. (monthly fee)			\$ 597.21	\$ 8,360.94										
1	Customer Notifications			\$ 28,060.29	\$ 28,060.29										
14	Call Center (monthly fee)			\$ 4,129.76	\$ 57,816.64										
14	Project Management (monthly fee)			\$ 21,308.97	\$ 298,325.58										
1	Payment and Performance Bonds			\$ 31,835.19	\$ 31,835.19	\$ 6,000.00	\$ 6,000.00								
1	Grounding Straps - As Needed (each)					\$ 30.00	\$ 30.00								
6	Project Management (monthly fee)							\$ 1,500.00	\$ 9,000.00						
100	Pipe Freezing (per occurrence)							\$ 125.00	\$ 12,500.00						
5231	Not included in total price: Alternative - 3 Wire Replacement Flat Fee (each)							\$ 25.00	\$ 130,775.00						
	Not included in total price: Alternative - Miscellaneous Plumbing Allowance								\$ 25,000.00						
	Not included in total price: Confined Space Fee (Per Occurrence)									\$ 350.00	\$ -				
	Scotchlocks, Gaskets, Nuts & Bolts, Zip Ties, Screws, Silicone										\$ 16,487.15				
	Scheduling and Traffic Control														\$ 113,962.28

TOTAL PRICE:	\$855,956.00*	\$1,819,184.36*	\$733,160.50*	\$753,219.00	\$668,526.40	\$739,563.50	\$1,554,441.28
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*Total Price is based on the actual estimated quantities and unit pricing.

CONTRACT FORM

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance, and other required documents, the City Manager and City Attorney will sign this contract form. A copy will be provided to Contractor.

City Standard Contract for Water Meter Replacement and MXU Installation

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

"Contract Documents" means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

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

"Contractor" means:

Ferguson Enterprises LLC

LEGAL NAME OF COMPANY

dba Ferguson Waterworks

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Limited Liability Company formed in the state of Virginia

FORM OF BUSINESS & STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, professional corporation & the state in which it was formed

3900 44th St SE

ADDRESS

Kentwood

CITY

Michigan

STATE

49512

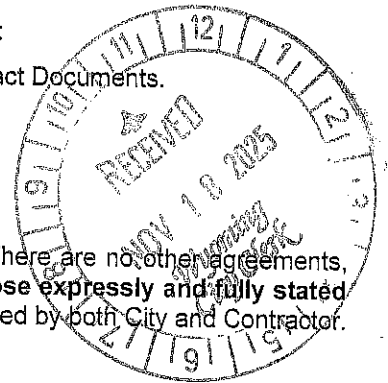
ZIP CODE

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

Terms and Conditions

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

- Contractor will provide the materials and services in accordance with the Contract Documents.
- City will pay Contractor in accordance with the Contract Documents.
- Waived or modified specifications are as follows:
None
- This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.



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

City of Wyoming:

Contractor:

By: _____
John Shay, City Manager

Ferguson Enterprises LLC, dba Ferguson Waterworks
(Type or print Contractor's name)

By: _____
Signature for bidder

Date signed: _____, 202__

Randon Webber
Printed name of person signing for bidder

Approved as to form: _____
Gregory T. Stremers, City Attorney

General Manager
Title of person signing for bidder

Date signed: 11/12, 20225

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR REPLACEMENT OF THE
WASTEWATER TREATMENT PLANT (WWTP) AIR HANDLING UNIT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Pleune Service Company for the replacement of the WWTP air handling unit in the total estimated amount of \$60,764.56.
2. It is also recommended City Council authorize a 10% contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from Pleune Service Company for the replacement of the WWTP air handling unit.
2. City Council authorizes the contingency.
3. City Council authorizes the City Manager to sign the contract.
4. City Council waives the provisions of 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

STAFF REPORT

Date: December 8, 2025

Subject: WWTP AHU Replacement

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended that the City Council accept the quote from Pleune Service Company for WWTP Air Handling Unit Replacement, including the bond cost, in the amount of \$60,764.56, plus a 10% contingency for a total approved amount of \$67,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Chemical Building at the Wastewater Treatment Plant relies on an air handling unit (AHU) for building heat and air exchange. This AHU, which has been in service for over 50 years, has recently experienced a significant coil leak and subsequent failure. Considering the AHU has far exceeded the typical service life expectancy of 20–30 years, replacement is recommended. Installing a new, more efficient model is the most cost-effective and reliable long-term solution to ensure system performance and continued operation.

Therefore, utility staff engaged three local contractors with HVAC expertise in similar installations. Each contractor was provided with the same scope of work and made a site visit to review the AHU replacement. All three contractors submitted quotes, which are summarized in the following tabulation.

After review of the quotes, Pleune Service Company met the scope of work and submitted the lowest quote. Because the City requires payment and performance bonds for projects over \$50,000.00, and bonding wasn't included in the original scope of work for any contractor, Pleune Service Company (as the low proposer) was asked to revise its quote to include the cost of bonding, which adds \$700.00 to the project cost. Therefore, it is recommended that the City Council accept the quote from Pleune Service Company for WWTP Air Handling Unit Replacement, including the bond cost, in the amount of \$60,764.56, plus a 10% contingency for a total approved amount of \$67,000.00.

TABULATION:

Mechanical Contractor	Quote Amount
Pleune Service Company	\$60,064.56
Hurst Mechanical	\$60,403.00
DHE Plumbing and Mechanical	\$61,400.00

BUDGET IMPACT:

Adequate funds exist in the Wastewater Treatment Plant account #590-536-54400-986.444.



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: Pleune Service Company
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
750 Himes St SE
[Contractor's street address]
Grand Rapids, MI 49548
[Contractor's city, state & zip]

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

Effective Date means: December 2, 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."]

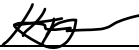
- If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
- This is the only agreement between the parties regarding City engagement of Contractor 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


Pleune Service Company

By: _____
John Shay, City Manager

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

Date signed: _____, 20__

Date signed: 12-8-25, 20__

Approved as to form: 

Gregory T. Stremers, City Attorney

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

F. Unless the 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**



Main: (616) 243-6374
 Customer Support: (616) 243-5434

**SERVICE
 REPAIR/REPLACEMENT
 PROPOSAL**

DATE: 12/08/2025

Pleune Service Company excludes any work connected or associated with hazardous materials including but not limited to any pollutant, asbestos-containing materials, mercury, lead or mold. Customer shall be solely responsible for the presence of any hazardous materials at the worksite and shall indemnify and defend PSC and its subcontractors from any claims, damages, losses and expenses, including attorney fees, arising out of the presence of any hazardous materials on Customer's premises, except that Customer is not responsible to the extent that any claim, damage, loss or expense is caused directly by the negligent acts of PSC.

QUOTE ID: 20447
 SERVICE: SERVICE PROJECTS QUOTES
 LOCATION:
 STREET: 750 HIMES ST SE
 CITY: GRAND RAPIDS, MI 49548

CONTACT: Daniel Kleinheksel
 Ph:(616) 889-6599
 dan.kleinheksel@wyomingmi.gov
 DATE SUBMITTED: 12/08/2025
 PREPARED BY: DRAYTON, HARRISON

DESCRIPTION:

REVISED Exclusions and Bond Cost: Wyoming Wastewater Plant - 2350 Ivanrest Ave. SW // Scope: Replace Hot Water Heat Air Handler

SCOPE OF WORK:

- Revised language regarding contract 12-5-25
- Revised Cost- Added Bond Cost DEC 2025
- Revised Language/Revised Steel Cost OCT 2025

Pleune Service Company is pleased to provide this quote to replace the Heating-only Trane Air Handler that was reviewed on 6-23-25 with a Serial ending in ---821. Initially, Pricing is based on Trane's specification with model # CSAA012. Scope includes:

- We will remove what hot-water piping is required to access the Air Handler and then we will remove the Air Handler.
- We will set the new Air Handler in its place.
- We will make all appropriate duct transition connections and heating water connections. Reconfiguration to match the new Air Handlers footprint is required and included. The new water piping will be ran so that the new unit is accessible/more serviceable.
- Controls, control devices, and electrical will be reconnected to /reused. Further evaluation of how both 3-way valves are controlled will need to be performed and can be done so on a Time and Material basis.
- We will replace the Mechanical Outside Air Damper motor. How this motor is controlled will need to be evaluated during the investigation of the hot-water 3-way valves (previous bullet).
- We will re-work the concrete house keeping pad to fit the new Air Handler. This cost has been included.
- Mechanical permit is included.
- Rental forklift is included.
- Labor figured at regular working hours.
- No special coating on the heating and cooling coils has been figured.
- We will perform the initial start-up on the new equipment.
- All electrical work will be performed Wyoming Staff- appropriate permitting is assumed.
- Cost includes 1-year labor warranty.

****BOND ADD COST: \$700.00****

Exclusions: Prevailing wage/Davis Bacon Wages are excluded. State funded work is excluded. This quote does not include any engineering or load calculations, the new unit sizing is based off of the existing unit information. Also, this quote does not include any cost for prints or plan review, if these items are required by the inspector it would be at an added cost to

the project. Unless noted in the quote all existing items will be reused. This quote does not include any cost for repairs or modifications due to existing code violations if any are found, this includes any safety rails and access ladders. Credit / Debit payments not accepted.

Thank you for the opportunity to bid this project. If you have any questions please don't hesitate to contact me.

Harrison Drayton | Service Replacement Sales
c (616) 430-3082 | hdrayton@pleuneservice.com

ITEM	TOTAL
Total	\$60,064.56

SIGNATURE

PRINT NAME

DATE

This proposal is a binding contract.

The above specifications, terms and conditions are satisfactory and (I) (we) hereby authorize the performance of this work.

Please sign and return this contract as authorization to commence work. Please email to dispatch@pleuneservice.com.

Prices are subject to change after 7 days from the date the original proposal was sent, unless otherwise noted in the body of this quote.

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID FOR THE
WASTEWATER TREATMENT HEADWORKS IMPROVEMENT PROJECT

WHEREAS:

1. As detailed in the attached staff report, on November 10, 2025, the City accepted bids for the Wastewater Treatment Headworks Improvement Project.
2. It is recommended City Council accept the bid from DHE Plumbing and Mechanical, Inc. in the amount of \$3,091,400.00.
3. It is also recommended City Council authorize a 10% contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts the bid from DHE Plumbing and Mechanical Inc.
2. City Council authorizes a 10% contingency.
3. 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: December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Recommendation Letter

Resolution No. _____

STAFF REPORT

Date: December 1, 2025

Subject: Wastewater Treatment Headworks Improvement Project

From: Jon Burke, WWTP Superintendent

CC: Aaron Vis, Director of Public Works

Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended that the City award the Wastewater Treatment Plant (WWTP) Headworks Improvements bid to DHE Plumbing and Mechanical for the work outlined in the attached contract at a cost of \$3,091,400 plus a 10% contingency amount of \$309,140 for unforeseen work that may come up during project construction, bringing the projected total to \$3,400,540.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The headworks building houses components for the first step in the overall wastewater treatment process, which includes mechanical screening as well as grit removal. Both of these activities are designed to remove large solids prior to their entering and negatively impacting downstream equipment and processes. The headworks building and its associated equipment was built in 1999; however, the screening and grit removal equipment have reached the end of their useful lives and need to be upgraded.

In July of 2024, the City hired Donohue & Associates (Donohue) to design upgrades and improvements to the mechanical screening and grit removal functions and prepare associated bid specifications for such work. The final design includes replacing the two mechanical bar screens and adding a third bar screen. The new screens will have smaller spacing between the screening bars, which will allow for more material to be captured and thus provide better protection for the downstream treatment processes. Additionally, the final design includes replacing the grit pumping and washing portion of the grit removal system. A washer/compactor will be installed on all three bar screens, which will also help keep solid materials from damaging downstream treatment components. It will reduce odors on and the weight of material that is transported to the landfill.

The project was listed for bid on the city website on October 21, 2025. A pre-bid meeting was held on November 10, 2025, which was attended by four contractors as well as several

additional subcontractor companies. Bids were opened by the clerk's office at 11am on November 25th, with three responses as noted in the included bid tabulation.

Donohue has reviewed all bids for bid specification compliance and is recommending award to the low bidder, DHE Plumbing and Mechanical (DHE). City staff have also performed a review and concur with the recommendation. DHE has successfully completed many projects with the City.

This project had an initial cost estimate of \$6M. The final engineers estimate, upon design completion, was \$4.2M. As the following bid results indicate, the low bid amount is \$3,091,400 by DHE, is significantly below these initial estimates.

It is therefore recommended that the City award the Wastewater Treatment Headworks Improvement Project bid to DHE in the amount of \$3,091,400 plus a 10% contingency amount of \$309,140, for a total project cost of \$3,400,540.

TABULATION:

	Base Bid	Alternate 1	Total
Allied Mechanical Services, Inc	\$3,239,000	\$219,000	\$3,458,000
Lee Contracting, Inc	\$3,090,164	\$55,000	\$3,145,164
DHE Plumbing and Mechanical	\$2,974,000	\$117,400	\$3,091,400

BUDGET IMPACT:

The City intends to issue bonds to pay for this project in January of next year.

ATTACHMENTS:

Donohue & Associates Recommendation Letter

Signed Contract



CITY OF WYOMING

WASTEWATER TREATMENT PLANT – HEADWORKS IMPROVEMENTS PROJECT CONTRACT

CITY OF WYOMING, MICHIGAN

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

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

Contractor means: DHE Plumbing & Mechanical Inc.
[Name of contracting entity]
A MI Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4475 Bth Avenue
[Contractor's street address]
Grandville, MI 49418
[Contractor's city, state & zip]

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

Effective Date means: 12/16, 2025

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

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

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

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

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

None.

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

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


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

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

City of Wyoming

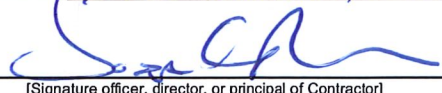
By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: 

Gregory T. Stremers, City Attorney

Contractor: DHE Plumbing & Mechanical

By: 
[Signature officer, director, or principal of Contractor]
Josh Harbeck - Project Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 11/25, 2025



Donohue & Associates, Inc.
3033 Orchard Vista Drive SE, Suite 105 | Grand Rapids, MI 49546
616.201.2820 | donohue-associates.com

December 2, 2025

Mr. Jon Burke, WWTP Superintendent
City of Wyoming, MI
2350 Ivanrest Avenue SW
Wyoming, MI 49418

Re: Bid Evaluation and Letter of Recommendation
Wastewater Treatment Plant – Headworks Improvements
Donohue Project No. 14490

Dear Mr. Burke:

Pursuant to the Request for Bids, sealed bids for the above referenced Project were received at the City Clerk's office on Tuesday, November 25, 2025, at 11 a.m. and then publicly opened and read aloud. The project included both a base bid and single alternate price. We have reviewed the Bids received for the Work and have enclosed a copy of the Bid Tabulation for your information and reference. A total of four Bids were received – first from DHE Plumbing and Mechanical in the amount of \$2,974,000.00 and an alternate price of \$117,400.00; a second from Lee Contracting, Inc. in the amount of \$3,090,164.00 and an alternate price of \$55,000.00. Please note that bid received from Professional Pump was determined to be non-responsive as it was for only a portion of the overall project. The engineer's opinion of probable construction cost for this work is \$4,128,000.00 with an alternate of \$72,000.00.

After review of the submitted bidding documents, Donohue has determined that the apparent low bidder should be considered responsive to this request for bids. Having completed other wastewater work in the southwest Michigan area, Donohue has previous experience working with DHE Plumbing and Mechanical. The Contractor has also completed previous work for the City of Wyoming. Based on this shared history, it is Donohue's opinion that the bidder should be considered responsible and capable of completing this work.

Donohue's recommendation is to award the project to DHE Plumbing and Mechanical for the price of \$3,091,400.00 which represents the combined total of the base bid and acceptance of Alternate 1. We are presenting this evaluation and recommendation for your review and consideration.

Sincerely,

A handwritten signature in black ink that reads 'T.J. Bates'.

T.J. Bates, PE
Project Manager

Enclosures: Bid Tabulation



BID OPENING TABULATION

Project Name

Wastewater Treatment Plant
Headworks Improvements

Bid Opening Date
Bid Opening Time

11/25/25
11:00 AM

Bidder Name	Base Bid Price	Alternate 1 Price	Addenda Acknowledged	
			1	2
DHE Plumbing and Mechanical, Inc	\$2,974,000.00	\$117,400.00	X	X
Allied Mechanical Services, Inc	\$3,239,000.00	\$219,000.00	X	X
Lee Contracting, Inc	\$3,090,164.00	\$55,000.00	X	X
Professional Pump	\$11,352.50			
Engineer's Estimate	\$4,128,000.00	\$72,000.00	NA	NA

Completed By

TJ Bates - Donohue & Associates, Inc

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF A DRI-STEEM HUMIDIFIER

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote for a Dri-Steem humidifier from the sole authorized provider, Raley Brothers Inc. in the total amount of \$25,750.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of a Dri-Steem humidifier from Raley Brothers Inc.
2. City Council waives the provisions of 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Attachments:
Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: December 4, 2025

Subject: Purchase of a Humidifier

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended that the City Council accept the quote from Raley Brothers Inc. for the purchase of a humidifier in the amount of \$25,750.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The laboratory HVAC system at the Drinking Water Plant relies on a DriSteem humidifier to maintain proper humidity levels, ensuring consistent testing conditions and protecting sensitive equipment and materials. The current humidifier is 17 years old and prone to failure. Considering parts for the unit are obsolete, and due to frequent downtime and the increased maintenance required, replacement of the unit is recommended.

Therefore, utility staff contacted the manufacturer's representative, Raley Brothers Inc., who provided a quote for a direct replacement DriSteem humidifier. This unit can be installed in the existing location and will allow for the reuse of auxiliary equipment, minimizing installation cost and complexity. Upon delivery, our skilled plant staff will complete the installation in-house.

Considering Raley Brothers Inc. is the sole authorized provider of DriSteem products and parts in Western Michigan, it is recommended that the City Council accept the quote from Raley Brothers Inc. for the purchase of a humidifier in the amount of \$25,750.00.

BUDGET IMPACT:

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



Quotation

1210 Hamilton, NW
Grand Rapids, MI 49504

To:	Date	Rep	Quote#
City of Wyoming Water Treatment Plant 16700 New Holland Holland, MI 49424	10/7/2025	Scott	22739

Due Date	Project	FOB / Freight	Lead Time	
10/7/2025	Donald K Shune GTS04-200 reol	Allowed	6-8 Weeks	
Item	Description	Qty	Cost	Total
GTS	Dri-Steem GTS-LX-150, Gas Fired Humidifier; mounted in an indoor enclosure with 21" legs. Type 316 stainless steel heat exchanger, modulating burner w/ 6:1 turndown. VaporLogic microprocessor control w/ alpha-numeric keypad display. BacNet interface capability. 0-10vdc Control signal by others. Time programmable drain/flush cycle, auto end-of-season drain. Mini Drain function and external water tempering device. Condensate neutralizer. 120V. 183 MBH input, natural gas. 150 lb/hr output. Tag: GH-2-02.	1	25,750.00	25,750.00
	Note: Existing steam dispersion, air flow proving switch, high limit switch and input signal to be reused and connected to the new steam generator Capacities of new equipment to match existing equipment			
	Existing equipment: Model = GTS04-200 Serial # = 1158507-02-01			
				Approved as to form: Greg Stremers, City Attorney

Quotation is based on current pricing and is subject to change without notice.
Terms are NET 30 Days.

Quote is based on information supplied and is for goods named only.
This quote does not include any taxes which may apply.

Total	\$25,750.00
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Phone #	Fax #	Web Site	E-mail
616-742-0150	616-742-0152	www.raleys-bros.com	sales@raleys-bros.com

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR RESCUE SUPPORT SERVICES
FOR TRANSMISSION MAIN INSPECTION

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Young's Environmental Cleanup, Inc. for rescue support services for transmission main inspections in the total estimated amount of \$13,975.00.
2. It is also recommended City Council authorize a contingency in an amount not to exceed \$6,025.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from Young's Environmental Cleanup Inc. for rescue services for transmission main inspections.
2. City Council authorizes the contingency.
3. 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: December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: December 4, 2025

Subject: Rescue Support Services for Transmission Main Inspection

From: Jaime Fleming, DWP Superintendent

CC: Aaron Vis, Director of Public Works

Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended that City Council accept the quote from Young's Environmental Cleanup for the provision of rescue support services for the transmission main inspections for \$13,975.00, plus a contingency, for a total estimated amount of \$20,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On November 3, 2025 City Council accepted the proposal from Simpson Gumpertz & Heger, Inc. to perform transmission main condition assessments (Res No. 28564). This involves human entry into the pipeline to conduct the inspection. To safely perform the work, a confined space entry rescue team must be onsite while the inspection team is in the pipe.

Prein and Newhof identified companies with the necessary capabilities and received two quotes. The inspection work is estimated to take five days total, broken over at least two mobilizations. Young's Environmental Cleanup provided the lowest cost.

It is recommended the proposal from Young's Environmental Cleanup be accepted for \$13,975.00 for five days of support - plus a contingency to cover an additional two days if needed to complete the inspection – up to a total estimated amount of \$20,000.00.

TABULATION:

Company	Crew	Effective Hourly Rate	One-Day Total (8-hr)	Five Day Total (40-hr)
Young's Environmental Cleanup	2 people	\$349.38	\$2,795	\$13,975
SET Environmental	3 people	\$454.38	\$3,635	\$18,175

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
(LESS 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: Young's Environmental Cleanup, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3376 Three Mile Rd NW
[Contractor's street address]
Grand Rapids, MI 49534
[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: December 3, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal 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

Young's Environmental Cleanup, Inc.

By: _____
John Shay, City Manager

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

Date signed: _____, 20__

Date signed: 12/4, 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. If grant funds are withdrawn or cancelled for any reason this Contract is nullified.

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**



YOUNG'S ENVIRONMENTAL CLEANUP INC.

WWW.YOUNGSENVIRONMENTAL.COM

Prein&Newhof
Attn: Lexi Szurna
 Contact Email: lszurna@preinnewhof.com
 Contact Phone: 616-364-8491

Corporate Headquarters
 G-5305 N Dort Hwy
 Flint, MI 48505
 P: (810) 789-7155
 F: (810) 789-3606

West Michigan Operations
 3376 Three Mile Rd. NW
 Grand Rapids, MI 49534
 P: (616) 785-3374
 F: (616) 785-3401

PROPOSAL

Proposal No: 00005328
Date: 11-25-2025
Expiration Date: 12-31-2025

**City of Wyoming Transmission Main
 Project CSR Services**
 New Holland St & 168th Ave
 Wyoming, MI

Young's Environmental Cleanup, Inc. (Young's) is pleased to provide the following proposal for services. Young's operates state-of-the-art equipment and has safely and efficiently completed many similar projects throughout Michigan and the Great Lakes region.

Scope of Work

Upon receipt of a signed proposal/agreement or Purchase Order (PO), Young's will provide labor and equipment to perform the following scope of work:

City of Wyoming Transmission Main Project CSR Services

- Mobilize to Wyoming WTP at New Holland St & 168th Ave
- Perform Confined Space Rescue Standby
- Ensure the extraction equipment is set, perform atmospheric monitoring and run confined space permit.
- 2nd permit will be run if Wyoming WTP requires the use of their permit
- Close permit, close confined space and provide documentation that will be sent with invoice

Cost of Services

Services as stated will be invoiced in accordance with the following fee schedule:

Products & Services	Price
2-Man Confined Space Rescue Standby Crew (Half Day)	\$1,945.00 / 4hrs onsite
2-Man Confined Space Rescue Standby Crew (Full Day)	\$2,795.00 / 8hrs onsite
Confined Space Rescue Standby Crew OT (Per hour after 8)	\$260.00 / Per Hour
Total Estimated Price:	\$5,000.00

Significant Assumptions

- Work performed outside of Scope of Work or Qualifications directed by your companies designated onsite contact for this project will result in additional Standard Time and Material Billing.
- Proposal is valid for any single event in 2025
- Project site has clear and easy access for Young's personnel and equipment
- Young's will have uninterrupted access to the work area for the duration of the project
- Cancellations made 24 hours or less before scheduled service will be subject to a 4-hour labor and equipment charge
- Cancellations made 8 hours or less before scheduled service will be subject to a 8-hour labor and equipment charge
- Work will be conducted Monday through Friday during normal business hours (7AM – 5PM)



**YOUNG'S
ENVIRONMENTAL
CLEANUP INC.**

WWW.YOUNGSENVIRONMENTAL.COM

Corporate Headquarters
G-5305 N Dort Hwy
Flint, MI 48505
P: (810) 789-7155
F: (810) 789-3606

West Michigan Operations
3376 Three Mile Rd. NW
Grand Rapids, MI 49534
P: (616) 785-3374
F: (616) 785-3401

PROPOSAL

Proposal No: 00005328
Date: 11-25-2025
Expiration Date: 12-31-2025

Prein&Newhof
Attn: Lexi Szurna
Contact Email: lszurna@preinnewhof.com
Contact Phone: 616-364-8491

**City of Wyoming Transmission Main
Project CSR Services**
New Holland St & 168th Ave
Wyoming, MI

Acceptance

With your signature, you are entering into a contract with Young's Environmental Cleanup, Inc. that is subject to Young's Standard Terms and Conditions, which are mentioned below. Please sign below and return the signed proposal to our office indicating your acceptance. If you have any questions or need additional information, please do not hesitate to contact me at (616) 785-3374 or email at njasmin@yeci.us. Thank you for considering Young's for this project. We look forward to working with you.

The scope of work authorized by this proposal is subject to Young's Standard Terms and Conditions effective on the date of this proposal, which are incorporated here by reference and made an integral part hereof and can be found online at bit.ly/YECIterms15 or you may request a copy by calling us at (800) 496-8647.

Executed on behalf of Young's by:

Accepted and agreed to by:

Nick Jasmin

Signature

Date

Purchase Order # (if applicable)

Print Name

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM SENTINEL TECHNOLOGIES, INC.
FOR DARKTRACE CYBERSECURITY SOLUTION SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a three year proposal from Sentinel Technologies, Inc. for Darktrace Cybersecurity Solution services at a cost not to exceed \$66,471.00 per year.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Sentinel Technologies, Inc. for Darktrace Cybersecurity Solution services in the total amount of \$199,251.00 for the three year contract.
2. City Council authorizes the City Manager to sign the proposal.
3. City Council authorizes the City Manager to acknowledge acceptance of future renewals in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: December 15, 2025.

ATTACHMENTS:
Staff Report
Proposal

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: December 4, 2025
Subject: Darktrace Cybersecurity Solution Services
From: Paul Gerndt, Director of Information Technology
CC: Aaron Vis, Director of Public Works
Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended that City Council authorize the purchase of a three-year Darktrace cybersecurity solution from Sentinel Technologies, in an amount not to exceed \$199,251. Additionally, it is recommended that the City Manager be authorized to approve annual renewals, contingent upon available budget authority.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Cybersecurity threats pose a significant risk to departments that depend on technology to deliver essential services. The City's utility systems are vital to public health, safety, and economic stability, making them prime targets for ransomware, phishing, insider threats, and supply chain attacks. Traditional security tools often lack the capability to detect and respond to advanced or emerging threats in real time.

Darktrace provides a next-generation cybersecurity platform powered by artificial intelligence (AI) and machine learning. Designed specifically for complex utility environments, it offers real-time threat detection, autonomous response, and comprehensive visibility across operational technology (OT) and on-premises systems. Darktrace is trusted by critical infrastructure providers and government agencies worldwide to safeguard essential services.

Key benefits of the Darktrace implementation include:

- AI-Powered Threat Detection – learns the unique “patterns of life” within the City’s digital environment to identify threats that traditional firewalls and antivirus tools may miss.
- Autonomous Response – Can automatically mitigate threats within seconds to prevent escalation and minimize operational disruption.
- Enhanced Resilience – Strengthens the City’s ability to maintain uninterrupted service delivery.
- Regulatory Compliance Support - Aligns with cybersecurity frameworks such as NIST and CIS and addresses recommendations from CISA’s VADR report.

The proposed solution uses a subscription-based licensing model that scales with the City’s digital footprint. The annual cost of \$66,471, as outlined in the proposal, covers both utility operations.

Darktrace complements the City’s existing cybersecurity infrastructure, integrating seamlessly with current firewalls, endpoint detection systems, and monitoring tools. By automating routine threat detection and response, it reduces the burden on IT staff and enables a greater focus on strategic initiatives.

BUDGET IMPACT:

Funds are available in accounts 591-537-55300-806.000 (Water Fund, Pumping & Treatment, Software Services), and 590-536-54300-806.000 (Sewer Fund, Treatment, Software Services).”

Attachment(s):
Proposal



Darktrace OT

Budgetary Proposal # 025020

Prepared for:

City Of Wyoming

Paul Gerndt
paul.gerndt@wyomingmi.gov

Prepared by:

Sentinel Technologies, Inc

Dani Griswold
dgriswold@sentinel.com



Year 1

Product Description	Qty	Price	Ext. Price
1001-1250. Darktrace / OT Product. Featuring core ActiveAI Security Platform capabilities to secure your OT environment: Real Time Detection, Autonomous Response, Cyber AI Analyst and Technical Support. This product also includes OT Risk Management for a	1	\$55,893.00	\$55,893.00
Darktrace Holdings Limited Darktrace OnPrem Appliance(Small)	1	\$2,511.00	\$2,511.00
Darktrace On-Prem Appliance (Medium)	1	\$4,184.00	\$4,184.00
Darktrace Cloud Master 10,000 Connections	1	\$3,829.00	\$3,829.00
Darktrace Holdings Limited Standard Support Services	1	\$0.00	\$0.00
Darktrace Holdings Limited Installation Services	1	\$0.00	\$0.00

Subtotal: \$66,417.00

Year 2

Product Description	Qty	Price	Ext. Price
1001-1250. Darktrace / OT Product. Featuring core ActiveAI Security Platform capabilities to secure your OT environment: Real Time Detection, Autonomous Response, Cyber AI Analyst and Technical Support. This product also includes OT Risk Management for a	1	\$55,893.00	\$55,893.00
Darktrace Holdings Limited Darktrace OnPrem Appliance(Small)	1	\$2,511.00	\$2,511.00
Darktrace On-Prem Appliance (Medium)	1	\$4,184.00	\$4,184.00
Darktrace Cloud Master 10,000 Connections	1	\$3,829.00	\$3,829.00

Subtotal: \$66,417.00

Year 3

Product Description	Qty	Price	Ext. Price
1001-1250. Darktrace / OT Product. Featuring core ActiveAI Security Platform capabilities to secure your OT environment: Real Time Detection, Autonomous Response, Cyber AI Analyst and Technical Support. This product also includes OT Risk Management for a	1	\$55,893.00	\$55,893.00
Darktrace Holdings Limited Darktrace OnPrem Appliance(Small)	1	\$2,511.00	\$2,511.00
Darktrace On-Prem Appliance (Medium)	1	\$4,184.00	\$4,184.00
Darktrace Cloud Master 10,000 Connections	1	\$3,829.00	\$3,829.00

Subtotal: \$66,417.00



Appendix A

-

This Appendix A is governed by the Master Services Agreement by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City Of Wyoming with principal offices at 1155 28th St Sw Wyoming, MI 49509-2825.

Hardware/Software Only

-

Hardware/Software only purchase of items listed in the Pricing Summary. No installation or professional services provided.

Darktrace OT

Prepared by:
Sentinel Technologies, Inc
 Dani Griswold
 dgriswold@sentinel.com

Prepared for:
City Of Wyoming
 1155 28th St Sw
 Wyoming, MI 49509-2825
 Paul Gerndt
 +16165307228
 paul.gerndt@wyomingmi.gov

Contract Information:
Budgetary Proposal # 025020
 Version: 6
 Delivery Date: 12/08/2025
 Expiration Date: 12/19/2025

Quote Summary

Description	Amount
Year 1	\$66,417.00
Year 2	\$66,417.00
Year 3	\$66,417.00
Total: \$199,251.00	

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

Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

Terms and Conditions

By signing below, Customer agrees that the products and services being purchased through this contract are subject to the Sentinel Technologies Terms and Conditions, as applicable, located at <https://sentinel.com/Terms-and-Conditions> unless expressly provided herein or otherwise addressed in a separate Agreement between the parties.

Invoice Terms

Hardware: Upon Shipment (50% down if over \$100K)

Subscription/License: At the beginning of the contract - In Full

Approved as to form:

 Greg Stremers, City Attorney

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Police Uniform Clothing	Nye Uniform Co.	Bid prices as shown on the attached contract.
Fire Station Fitness Room Mirrors	Vos Glass, LLC	\$12,900.00
Generator Assessment	Spicer Group Inc.	\$13,000.00
WSC Soffit and Parking Lot Light Project	Vander Kodde Construction Co.	\$20,850.00
WSC Bathroom Renovation Project	C&I Building Maintenance, Inc.	\$37,180.00
WSC Kitchen Renovation Project	SmartComm, LLC	\$54,781.20
WSC Ceiling Tile Replacement Project	Vander Kodde Construction Co.	\$68,164.00
Panhandle Sanitary Sewer Study	Prein & Newhof	\$64,365.00
Gezon Storage Tank Coating Project	Fedewa, Inc.	\$111,499.00

2. City Council authorizes a 10% contingency for that Gezon Storage Tank Coating Project.
3. City Council authorizes the City Manager to sign the contracts.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: December 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Tab Sheet
Bid Proposal Form
Contracts

Resolution No. _____

STAFF REPORT

Date: December 9, 2025
Subject: Public Safety -Police Uniforms
From: Capt. Eric Wiler
CC: Chief Kip Snyder
Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended that the City Council accept a bid proposal from Nye Uniform Company for Department of Public Safety - Police uniforms for a 3-year term.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety
 - GOAL 1 – Implement and adopt more proactive public safety initiatives
- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services

DISCUSSION:

Public safety uniforms are a regular and significant expense for the Department of Public Safety. On December 9, 2025, following an open bidding process, one company submitted a bid: Nye Uniform Company. Nye Uniform Company submitted a bid that met our specific uniform requirements for Police with competitive pricing and service.

Invitations to bid were sent to prospective bidders on November 6, 2025. Only one bid was received (Nye Uniform) and is attached with the contract. Nye Uniform's pricing remains firm for the full three-year period. Additionally, Nye Uniform offers the option of a representative who can travel to our DPS facilities to address any uniform needs, and it allows personnel to drop into the store during business hours for service.

A professional uniform presentation by our public safety personnel is a symbol of our core values of Honor, Duty, Courage, & Trust. It is a statement to the public that we are approachable and ready to serve them.

BUDGET IMPACT:

It is estimated the city will spend \$149,350 for the purchase of public safety uniforms. This includes an estimated \$88,575 for Public Safety-Police. Funding for uniforms is established in recurring budget lines in the Police & Fire budgets. The estimated annual uniform costs and the account from which these purchases will be made are as follows:

Admin: 205-301-30500-744.000	\$4,775
Detectives: 205-301-31000-744.000	\$11,400
FSU: 205-301-31200-744.000	\$2,400
Patrol: 205-301-31500-744.000	\$70,000
Total	\$88,575

Attachments:
Bid Spec and Contract

CITY OF WYOMING

**POLICE UNIFORM CLOTHING
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:

My Uniform Co
[Name of supplying entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1030 Seabrook Ave NW
[Supplier's street address]
Grand Rapids MI 49504
[Supplier's city, state & zip]

Effective Date means: 12/16/25, 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:

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

- 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: My Uniform Co

By: Matthew S. Shumaker
[Signature officer, director, or principal of Contractor]

Matthew S. Shumaker
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: December 5th, 2025



Healthwear, Industrial, Career Apparel, Postal, Public Safety & Security

Nye Uniform Cover Letter Police Uniform Clothing Bid

- Page 1-10 Bid Information
- Page 11-13 Uniform Information
- Page 14 Bid Proposal Form
- Page 15-18 Bid Pricing Form
- Page 19 Signed Bid Proposal Form
- Page 20-21 Bid Contract Form
- Page 22 Bid Oversize Addendum
- Page 23 Bid Addendum Information

1030 Scribner Ave. Grand Rapids, MI 49504

Phone: (616) 459-5065 Fax: (616) 459-4364

www.nyeuniform.com

REQUEST FOR BIDS/PROPOSALS

The City of Wyoming, Michigan (City) is requesting bids/proposals for the items, services, or project generally referred to as:

Police Uniform Clothing

as more particularly described and detailed in the plans and specifications attached to this Request for Bids/Proposals (the "Work").

DUE DATE AND TIME

The City Clerk will receive bids/proposals for the Work submitted by the date and time stated below in accordance with this Request for Bids/Proposals:

Due date and time: Tuesday, December 9, 2025, 11:00 A.M., local time

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

If using United States Post Office for delivery, add PO Box 905 to the mailing address above.

All bids/proposals must include the fully signed Bid/Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: "Bid/Proposal for Police Uniform Clothing."

Proponents are solely responsible for ensuring delivery by the required date and time. Any bid/proposal, even if in route by U.S. Mail or by courier service or if held by the U.S. Postal Service or a courier for pick-up by City staff, that is received in the Clerk's Office after the required date and time, will not be opened and will be returned to the bidder/proponent. Bids/proposals will not be accepted by e-mail or other electronic delivery.

PRE-BID MEETING

A pre-bid meeting will not be held.

QUESTIONS, INTERPRETATIONS AND ADDENDA

Questions about or requests for interpretation of this request for bids/proposals, any of the plans and specifications, or any bid/proposal requirements may be directed via e-mail to Eric.Wiler@wyomingmi.gov. No questions or interpretations will be issued later than 4 days before the due date for bids. Questions will not be answered by phone or in other oral communication. City will endeavor, but is not required to, email a copy of any addenda, answers to questions or interpretations that may be of general interest to potential bidders/proponents who have provided a valid email address and requested notification of this specific bid/proposal via City's e-Bidder system. Addenda will also be available on City's website and at City's Purchasing Department, 1155 28th Street SW, Wyoming, MI 49509.

It is the bidder's/proponent's responsibility to make inquiry as to changes or addenda issued. All changes and addenda will become part of the specifications and all bidders/proponents will be bound by issued changes and addenda.

BID/PROPOSAL REQUIREMENTS

All bids/proposals shall remain valid for at least 90 days after submission.

IF THE BID IS FOR EQUIPMENT, PARTS, COMPONENTS, SUPPLIES, OR SERVICES TO BE PROVIDED ON AN AS-NEEDED, OR WHEN-ORDERED BASIS, BID PRICING MUST REMAIN IN EFFECT FOR THE ENTIRE CONTRACT TERM.

If it is an annual contract, pricing must be good for 1 year after the date the contract is approved and signed by City. If the contract term is longer than 1 year, the pricing must be good for the entire contract term. IF ANNUAL OR MORE FREQUENT PRICE ADJUSTMENTS ARE PROPOSED, THEY MUST BE INCLUDED IN THE BID/PROPOSAL.

Any bidder may withdraw its bid at any time prior to the scheduled time for the bid opening. A written request to withdraw shall be delivered to City's Purchasing Department prior to award.

All proponents are responsible for the following in preparing and submitting a bid/proposal:

1. Reviewing and being familiar with this request for bid/proposal and all plans and specifications, including any issued addenda and any interpretations, and attending any pre-bid meeting. Addenda to and interpretations of this request for bids/proposals will be posted on City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids/proposals.
2. Reviewing the plans and specifications to determine if Davis-Bacon Act or other prevailing wage requirements, low- and moderate-income worker, women and minority owned business, Buy America, or other requirements apply.
3. Reviewing standard terms and conditions and, if provided, the contract that will be signed.
4. If applicable, being familiar with the Work site and Work site conditions.
5. In submitting a bid/proposal, the proponent accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.
6. Specifications and plans referred to in this bid/proposal document are for reference only and need not be returned with the bid/proposal. They will, however, be part of the contract documents.

ALL BIDS/PROPOSALS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder/proponent.
3. Include the bid/proposal form and all other required forms fully completed and signed, including any detailed pricing information.
4. Be received by the date and time specified on page one of this bid/proposal document.
5. Be in a sealed envelope labeled as required on page one of this bid/proposal document.
6. Include a cover letter that lists all enclosures.
7. Include the original signature(s) of one or more individuals authorized to bind the proponent.
 - A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.
 - B. Businesses must also provide the state in which they were organized, *e.g.*, Michigan, Delaware, etc. and the type of entity, *e.g.*, corporation, partnership, limited liability company, limited partnership, or other business form.
 - C. Both the bid/proposal and contract must be signed by an individual with the authority to bind the bidder/proponent. If there is a question about signing authority, City may seek verification of that authority.
8. Include any bid bond or other security required by the specifications.
 - A. The bid bond (if required) must be signed by the bidder/surety with the signature of an individual(s) authorized to bind the bidder and surety.
 - B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
9. Include prices meeting the following requirements:
 - A. Prices must be stated in units of quantity specified in the plans, specifications, and request for bid/proposal. In case of any discrepancy in amounts in the bid/proposal, the quoted unit price will govern.
 - B. If a lump sum bid price is requested, the bidder/proponent shall submit a lump sum price for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than items the plans and specifications indicate will be separately purchased. If any items, accessories, or groups of items required to perform the work specified are not specifically indicated in the plans and specifications, the successful bidder/proponent must furnish those items, accessories, or groups of items, and include them in the lump sum bid price submitted.

- C. If the proposal is for professional or other services provided under a retainer and there are exceptions to what the retainer covers, those exceptions must be specifically stated. If professional or other services are to be provided on an hourly basis, the hourly rate(s) should be specified, and billing must be in 1/10 hour increments. If the proposal is for a not-to-exceed amount, that must be stated.
 - D. If the bid or proposal is for a fixed fee or not-to-exceed amount and site visits, meeting attendance, or other items are to be limited, that limitation must be clearly stated.
 - E. If incidental costs are to be charged in addition to other amounts, those costs to be charged, including any multipliers and mark-ups, must be clearly listed.
 - F. If travel costs are to be charged in addition to other amounts, the basis for such expenses shall be stated. City reserves the right to require City pre-approval of lodging, transportation, and other travel costs.
 - G. Bid prices for equipment, goods or other items must include all delivery charges.
10. If required by the specifications, include:
 - A. The manufacturer and/or model number(s) of specified equipment.
 - B. The warranties or guarantees provided for any work, equipment, and other items.
 - C. The number of calendar days required for delivery of any equipment, goods, or other items.
 11. Include a proposed schedule for beginning and completing all Work in accordance with the plans and specifications. The schedule may propose specific dates or may be a timeline based on the date(s) of the contract award and notice to proceed. If the bid/proposal is only for the purchase of goods or equipment and does not include any Work, the delivery time must be provided as stated in 10.C above.
 12. Identify any part of the specifications, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified. If modifications are requested, the bid/proposal must include the proposed language for the requested modification.
 13. Include the names, addresses, and other contact information for, and responsible contacts for each subcontractor or consultant the proponent will use for the Work. City reserves the right to approve or disapprove of all subcontractors and consultants.
 14. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list and information for key personnel of the proponent who will be involved in the Work.
 15. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list of similar projects, services, or work the proponent has provided within the last 5 years including:
 - A. The name(s) of the proponent's client(s) or customer(s),
 - B. A description of the work performed,
 - C. A description of the overall project,
 - D. The date(s) the proponent performed the work, and
 - E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.
 16. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a detailed description of the proponent's experience, expertise, personnel, equipment, and other capabilities for performing the work as required by the specifications.
 17. Identify and provide e-mail, telephone, and cell phone information for one or more of the proponent's personnel familiar with the bid/proposal and, if the bid/proposal includes Work (and not just for the purchase of goods or equipment), the proponent's work on similar endeavors who is authorized to speak for the proponent.

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

Bids/proposals will be publicly opened and read immediately following the due date and time stated above. Bids/proposals will be tabulated by City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

Results of the bid/proposal openings are generally available on City's website www.wyomingmi.gov within 2-3 business days after scheduled bid/proposal opening.

CITY'S RESERVATION OF RIGHTS

City reserves the rights to do any or all of the following:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of a proponent/contractor to comply with the specifications.
2. Reject any or all bids.
3. Waive any irregularities, nonconformities, or technicalities of any bid.
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved by using quoted unit prices.
5. Review the experience, qualifications, and other information about any proponent and any identified subcontractor or consultant submitted as part of the bid/proposal.
6. Inquire of others about any bidder/proponent, identified subcontractor(s) or consultant(s), and their personnel.
7. Require background checks of the personnel of any proponent or identified subcontractor or consultant of any proponent to be undertaken at the expense of the proponent.
8. Negotiate with one or more selected proponent(s).
9. Award the bid and/or contract in a manner and to such proponent as deemed to be in City's best interests.

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

Consideration of bids/proposals typically involves (i) review and tabulation of the bids/proposals and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from any design professional engaged by City (if identified in the plans and specifications), (iv) contacts of references and those for whom proponents have previously worked, (v) recommendation by the City Manager or the City Manager's designee (often a department director) to the City Council, (vi) finalization of contract documents with and the signature(s) of the recommended proponent, and (vii) City Council award of the contract. City is not obligated to follow and may deviate from this typical process as deemed in City's best interests.

CONSIDERATION FACTORS

While contract price/cost is an important factor in consideration of any bid/proposal, (i) the proponent's experience, expertise, and reputation, (ii) previous City experience with the proponent, (iv) the experience, expertise, reputation, and previous City experience with the proponent's identified subcontractors, consultants, and personnel, and (v) other factors may be as or more important to the award of a bid/proposal and/or contract.

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to any contract awarded pursuant to the request for bids/proposals. By submitting a signed bid/proposal, the proponent attests it complies with and promises it will comply with these Terms and Conditions, except to the extent the proponent's bid/proposal identifies any contract term(s) the proponent is unable to meet or the proponent wishes to see modified and for which it proposes specific modifications.

Because these are contract terms and conditions, the term "Contractor" is used to refer to the proponent to whom the contract is awarded.

1. **Legal Compliance.** Contractor, all Contractor's subcontractors and suppliers, all Contractor's consultants, and all their respective 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 and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules, and regulations.
2. **Permits and Inspections.** Unless the plans and specifications or the submitted bid/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 identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract.
 - A. If some or all of the 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 the Request for Bids/Proposals indicates they are applicable, Contractor shall fully 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 and not for limitation, all employment, recordkeeping, purchasing, sourcing, and other compliance.
4. Qualifications. Contractor represents and promises that:
 - A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.
 - B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.
 - C. If the contract is for a HUD Community Development Block Grant (**CDBG**) or other federal and/or state funded project, neither Contractor nor any of its subcontractors on the HUD listing 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 of its subcontractors 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 its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor 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 influence 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 any person, other than its employees and consultants, 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 contract and specifications. 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 the contract. Unless other provisions apply, City will pay the undisputed amount 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 plans, specifications, or contract call for the use, installation, or acquisition for City use of any materials, equipment, supplies or other items:
 - A. Unless otherwise stated in the plans, specifications, or bid/proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
 - B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a desired design, type of construction, quality, functional capability, and/or performance level. When alternates are bid, they must be identified by manufacturer, stock number, and other information necessary to establish equivalency. City will be the sole judge of equivalency.
 - C. City reserves the right to request samples. Contractor shall provide requested samples to City at Contractor's expense within 10 days of bid opening. Samples will not be returned.
 - D. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for any items provided or installed under the contract, and ensure all related warranties are held by or assigned to City.
 - E. If quantities are listed in the request for bids/proposals, the quantities are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.
 - F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the 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 bid/proposal pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
 - G. Unless the specifications or proposal expressly state 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 retain and, upon request, provide the City copies of any required manifest or other disposal documentation.
11. Restoration. Unless the plans and specifications state 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, City's design professional(s), and City representatives will always have access to all parts of the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.
13. 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.
 - A. Invoices must be separated to show the amount added for taxes of any kind if applicable.
 - B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
 - C. On construction projects state sales taxes are applicable on materials only.
14. 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.
15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:
 - A. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent.
 - B. This contract will be binding on Contractor's successors and permitted assigns.
 - C. No other individuals or entities are intended to be beneficiaries of this contract.

16. Independent Contractor. Contractor and Contractor's subcontractors and consultants are wholly independent of City. None of their personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions, and statements of Contractor's personnel and the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.
17. Disputes/Remedies. Unless the contract or specifications otherwise provide the following applies to any dispute about the bid/proposal, contract award, or any resulting 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 reasonable 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 any 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 17.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 the state courts in Kent County, Michigan. All parties agree to this jurisdiction and venue.
 - E. In addition to any other remedies to which any 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. Discrepancies in Plans and Specifications
 - 1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 2 of this Request for Bids/Proposals document, who will correct such discrepancies, errors, or omissions in writing.
 - 2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:
 - Contract
 - Bid Proposal on City's Form - without any additions or changes
 - Technical Bid Specifications
 - Instructions to Bidders
 - General Bid Information
 - Drawings
 - City of Wyoming Standard Specifications for Construction\Prequalification Documents
<https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>.
 - 3. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.
18. 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.
 - B. The captions are for reference and will not affect the interpretation of these terms and conditions.
 - C. The contract is made in Kent County, Michigan.

- D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
- E. Reference by office to any City officer includes that City officer's designee(s).

RISK ALLOCATION AND INSURANCE

1. Risk Allocation.

- A. Contractor is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) for any injuries or property damage suffered by Contractor or Contractor's officers, employees, subcontractors and consultants while providing the items under this 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 actions, errors, or omission of Contractor or Contractor's officers, employees, subcontractors and consultants while providing the items under this Contract.

1. Insurance.

- A. Unless otherwise provided in the specifications, 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 the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
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.

- B. Policy(ies), as described above which require City or any of City's personnel to be named or additional insureds, shall be endorsed to state the following: "30 days advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent to: City of Wyoming, Purchasing Department, 1155 – 28th Street SW, Wyoming, MI 49509-0905." Upon the City's request, Contractor will provide to the City's Purchasing Department copies of all certificates of insurance, policies, and endorsements.
- C. Upon the City's request, Contractor must prove that all subcontractors performing Work have the same types and amounts of coverage required of Contractor or that subcontractors are included under Contractor's policy.
- D. All insurance providers shall be rated "A" rated or better by the A.M. Best Company.
- E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

BONDS AND LIENS

1. Bid Bond.
 - A. A bid bond is not required for this project.
 - B. If a bid bond is required, it must be in the amount of 5.0% of the bid amount and in the form of EJCDC bid bond form C-430 or another form acceptable to the City attorney. As an alternative to the bid bond, City will accept a cashier's check to the City in the amount of 5.0% of the bid amount or an irrevocable standby letter of credit in the amount of 5.0% of the bid amount that is in a form and substance acceptable to the City Attorney.
2. Payment Bond.
 - A. Payment bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must be in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.
 - B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.
3. Performance Bond.
 - A. Performance bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.
 - B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.
4. No Liens. Under Michigan law, construction liens cannot be placed on public projects or property on which they are built. Therefore, Contractor must not place, allow to be placed, or suffer to be placed any lien against the project or the property on which it is constructed. If a subcontractor, supplier, or laborer places any lien against the project or the property on which it is constructed, Contractor must, immediately after learning of it, take all steps needed to secure the lien's release and must indemnify City for any costs City incurs to secure release of the lien.

SPECIFIC REQUIREMENTS
PUBLIC SAFETY UNIFORM CLOTHING

The City of Wyoming is accepting bids for a reliable and economical source of supply from which to purchase a variety of public safety uniforms. The awarded bidder must be an authorized distributor for the manufacturers listed in the proposal. **If bidding a substitute item, the awarded bidder must be an authorized distributor for the manufacturer.**

1. General Specifications

A. References

- All bidders must submit a minimum of three references with their proposal. All references must include the name of the company, contact name, contact email and phone number.

B. Pricing

- All bidders must use the attached pricing sheets if bidding on items listed.

C. Samples

- Samples need not be submitted with the proposal; however, the City reserves the right to request the awarded bidder to provide samples upon request. The awarded bidder will be responsible for the shipment and freight for delivery cost of all samples.

D. Emblems

- The awarded bidder must purchase all emblems. The City will reimburse the awarded bidder for the cost of the emblems (no upcharges will be accepted). It will be the awarded bidder's responsibility to have an ample supply of emblems on hand for future orders.

E. Fittings/Sizes

- Upon request of the City, the awarded bidder must fit clothing items for employees as needed at any City building at no additional cost.

F. Ordering/Delivery

- Substitutions are not allowed. If any item is discontinued, the awarded bidder must notify the ordering department and provide samples of suggested alternate for approval. No items may be substituted with the ordering department's approval.
- Exchanges required as a result of an improperly processed order or faulty uniform construction are to be performed on an "even exchange" basis and is to be completed by the awarded bidder within a 10 calendar day period.
- All orders must be delivered to the department listed on the purchase order and received within 30 calendar days of receipt of order. There will be a 10% deduction from the amount to be paid the successful bidder on each order which is not delivered within the aforementioned 30 day period and an additional 10% deduction from the amount to be paid the successful bidder on each order which is not delivered within 30 days following the expiration date of the initial 30 day period. It is the responsibility of the awarded bidder to inform the ordering department, by email if an item is backordered, discontinued or no longer available.

2. Clothing Specifications

A. Shirts

- Must be the following (or approved equal):
 - Men's Long Sleeve Shirt – Elbeco #840
 - Men's Short Sleeve Shirt - Elbeco #8840
 - Men's Long Sleeve Shirt, Blauer Armor Skin Base, BLA8371 04
 - Men's Short Sleeve Shirt, Blauer Armor Skin Base, BLA8372 04
 - Women's Long Sleeve Shirt – Elbeco #9340 (add zipper to Women's Long Sleeve Shirt)
 - Women's Short Sleeve Shirt - Elbeco #9840

- Women's Long Sleeve Shirt, Blauer Armor Skin Base #BLA8371W 04
- Women's Short Sleeve Shirt, Blauer Armor Skin Base #BLA8372W 04
- The awarded bidder must provide at no additional charge:
 - Department emblems are to be sewn on each sleeve.
 - Apply Michigan State Seal buttons on Epaulets and pocket flats for command uniforms.
 - Apply Michigan State Seal buttons for Patrol uniforms.
 - Provide tapering shirt sides (to achieve more tailored fit)

B. Pants

- Must be the following (or approved equal):
 - Men's Poly/Wool Pants with side pockets – Elbeco #E444R
 - Men's Poly/Wool Pants without side pockets – Elbeco #E494
 - Women's Poly/Wool Pants – Elbeco #E9444LC
 - Women's Poly/Wool Pants – Elbeco #E9494LC
- The awarded bidder must provide at no additional charge:
 - Have a 1" dark navy strip sewn from waistband to bottom of pant.
 - Hemmed at bottom to finished length at no additional charge.

3. Fatigue Uniforms

A. Shirts

- Must be the following (or approved equal):
 - Men's Long Sleeve Shirt – Blauer #8705
 - Men's Short Sleeve Shirt - Blauer# 8715
 - Women's Long Sleeve Shirt – Blauer #8705W
 - Women's Short Sleeve Shirt – Blauer #8715W
- The awarded bidder must provide at no additional charge:
 - Department emblems sewn on each sleeve and badge emblem on left chest.
 - Cloth name strip sewn on right front with Officers name. The awarded bidder will provide the name strip.

B. Pants

- Must be the following (or approved equal):
 - Men's Pants – Blauer #8810
 - Women's Pants – Blauer #8810W
- The awarded bidder must provide at no additional charge:
 - Hemming the bottom to finished length.

4. Outerwear

A. Coat and Sweater:

- Must be the following (or approved equal):
 - Winter Coat Combination
 - Shield Duty Jacket by Elbeco, SH 3204, Navy
 - Performance Soft Shell by Elbeco, SH 3504, Navy
 - Sweater – Blauer #210
- The awarded bidder must provide at no additional charge:
 - Department emblems sewn on each sleeve.
 - Epaulets, badge tab and name tab sewn on if necessary.

B. Honor Guard Coat

- Must be the Flying Cross #Custom
- Custom made poly/wool blouse coat with custom department set in sleeve heads at no additional cost.

5. **Bike Patrol**

A. **Shirt**

- Must be the following (or approved equal):
 - Blauer #8133
- The awarded bidder must provide at no additional charge:
 - Department emblems sewn on each sleeve and department badge emblem sewn on left chest. The City of Wyoming will provide the awarded bidder the emblems.
 - Officer name directly embroidered on right chest.
 - Silkscreened Across Back In 3" Reflective Silver Letters - POLICE

B. **Coat**

- Must be the following (or approved equal)
 - Blauer# 4670
- The awarded bidder must provide at no additional charge:
 - All coats to have department emblems sewn on each sleeve.
 - Silkscreened Across Back In 3" Reflective Silver Letters - POLICE

C. **Pant**

- Must be the following (or approved equal):
 - Blauer #8822Z

D. **Short**

- Must be the following (or approved equal):
 - Blauer #8842

6. **Miscellaneous**

A. Must be the following (or approved equal):

- Dress Cap – Hankin #MSP
- Necktie – Samuel Broome #450
- Pair Cloth Sergeant Stripes – Heros Pride# 5422S

7. **Cadets**

A. Must be the following (or approved equal):

- Men's Long Sleeve Shirt – Elbecco 313
- Men's Short Sleeve Shirt - Elbecco 3313
- Women's Long Sleeve Shirt – Elbecco 313
- Women's Short Sleeve Shirt – 3313
- Men's Pants – Blauer 8666
- Women's Pants – Blauer 8666W
- Belt – Boston Leather #6505-1

B. The awarded bidder must provide at no additional charge:

- All shirts/coats are to have the department emblems sewn on each sleeve.
- All pants are to include cost to hem bottom to finished length.
- All caps are to have the department emblems sewn on front.

BID/PROPOSAL FORM

Bid/Proposal for Police Uniform Clothing

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

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

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:	<u>YES</u>	<u>NO</u>
Section 3 Certified Contractor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, DUNS #: <u>382020332</u>		

Are you, or the business owner related to an elected official or employee of the City? If yes, list individuals' name(s) and relationship(s):	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Unless the specifications otherwise state, the following is provided for statistical purposes only.

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

BID/PROPOSAL FORM CONTINUED

State bid prices as per the specifications included herein:

Item	CATALOG NUMBER REQUIRED (if bidding a "or equal")	SIZES*	BID PRICE (Each)		
			YEAR ONE 1/1/26 – 12/31/26	YEAR TWO 1/1/27 – 12/31/27	YEAR THREE 1/1/28 – 12/31/28
Men's Long Sleeve Shirt – Elbeco #840		14 1/2 x 17 1/2	84.99	84.99	84.99
Men's Short Sleeve Shirt - Elbeco #8840		14 1/2 - 17 1/2	80.99	80.99	80.99
Men's Long Sleeve Shirt, Blauer Armor Skin Base, BLA8371 04		Sml - XL	65.99	65.99	65.99
Men's Short Sleeve Shirt, Blauer Armor Skin Base, BLA8372 04		Sml - XL	59.99	59.99	59.99
Women's Long Sleeve Shirt – Elbeco #9340 (add zipper to Women's Long Sleeve Shirt)		30-42	84.99	84.99	84.99
Women's Short Sleeve Shirt - Elbeco #9840		30-42	80.99	80.99	80.99
Women's Long Sleeve Shirt, Blauer Armor Skin Base, BLA8371W 04		Xsm - XL	65.99	65.99	65.99
Women's Short Sleeve Shirt, Blauer Armor Skin Base, BLA8372W 04		Xsm - XL	59.99	59.99	59.99
Men's Poly/Wool Pant with side pockets – Elbeco #E444R		28-42	104.99	104.99	104.99
Men's Poly/Wool Pant without side pockets – Elbeco #E494		28-42	99.99	99.99	99.99

Item	CATALOG NUMBER REQUIRED (if bidding a "or equal")	SIZES*	BID PRICE (Each)		
			YEAR ONE 1/1/26 – 12/31/26	YEAR TWO 1/1/27 – 12/31/27	YEAR THREE 1/1/28 – 12/31/28
Women's Poly/Wool Pant with side pockets– Elbeco #E9444LC		2-18	104.99	104.99	104.99
Women's Poly/Wool Pant without side pockets – Elbeco #E9494LC		2-18	99.99	99.99	99.99
Men's Long Sleeve Shirt – Blauer #8703		Xsm - XL	79.99	79.99	79.99
Men's Short Sleeve Shirt - Blauer# 8713		Xsm - XL	74.99	74.99	74.99
Women's Long Sleeve Shirt – Blauer #8703W		Xsm - XL	79.99	79.99	79.99
Women's Short Sleeve – Blauer #8713W		Xsm - XL	74.99	74.99	74.99
Men's Pant – Blauer #8810		28-42	99.99	99.99	99.99
Women's Pant – Blauer #8810W		2-18	99.99	99.99	99.99
Winter Coat Combination - Shield Duty Jacket by Elbeco, SH 3204, Navy with Performance Soft Shell by Elbeco, SH 3504, Navy	SH3204	Xsm - XL	274.99	274.99	274.99
	SH3504		229.99	229.99	229.99
Sweater – Blauer #210		Xsm - XL	59.99	59.99	59.99
Honor Guard Coat – Flying Cross #Custom		ALL SIZES	74.99	74.99	74.99

Item	CATALOG NUMBER REQUIRED (if bidding a "or equal")	SIZES*	BID PRICE (Each)		
			YEAR ONE 1/1/26 – 12/31/26	YEAR TWO 1/1/27 – 12/31/27	YEAR THREE 1/1/28 – 12/31/28
Shirt - Blauer #8133		XSm - XL	109.99	109.99	109.99
Coat - Blauer# 4670		XSm - XL	194.99	194.99	194.99
Pants - Blauer #8822Z		28-42	119.99	119.99	119.99
Short - Blauer #8842		28-42	74.99	74.99	74.99
Dress Cap – Hankin #MSP		All Sizes	139.99	139.99	139.99
Necktie – Samuel Broome #450		All Sizes	8.99	8.99	8.99
Pair Cloth Sergeant Stripes – Heros Pride# 5422S		N/A	3.99	3.99	3.99
Men's Long Sleeve Shirt – Elbeco #313		14 1/2 - 17 1/2	59.99	59.99	59.99
Men's Short Sleeve Shirt - Elbeco #3313		14 1/2 - 17 1/2	51.99	51.99	51.99
Women's Long Sleeve Shirt – Elbeco #313		30-42	59.99	59.99	59.99
Women's Short Sleeve Shirt – Elbeco #3313		30-42	54.99	54.99	54.99

Item	CATALOG NUMBER REQUIRED (if bidding a "or equal")	SIZES*	BID PRICE (Each)		
			YEAR ONE 1/1/26 – 12/31/26	YEAR TWO 1/1/27 – 12/31/27	YEAR THREE 1/1/28 – 12/31/28
Men's Pants – Blauer #8666		28-42	94.99	94.99	94.99
Women's Pants – Blauer #H8666W		2-18	94.99	94.99	94.99
Belt – Boston Leather #6505-1		All Sizes	30.99	30.99	30.99

*If there is an additional cost for sizes additional sizes, include information with your bid.

State below the percentage discount from the manufacturer's list price for other public safety clothing items which you will offer the City.

MANUFACTURER	DISCOUNT		
	YEAR ONE 1/1/26-12/31/26	YEAR TWO 1/1/27-12/31/27	YEAR THREE 1/1/28- 12/31/28
N/A	%	%	%
N/A	%	%	%
N/A	%	%	%

Bid/Proposal Form Continued

Nye Uniform Co.

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

Matthew S. Shimmel

[Signature for proponent]

N/A

[2nd signature for proponent]

Matthew S. Shimmel President/CEO

[Printed name and title of person signing]

N/A

[Printed name and title of 2nd person signing]

Date signed: 12/5/25

1030 Scribner Ave NW

[Proponent's street address]

616.439.5065

[Proponent's business phone]

Grand Rapids MI 49504

[City]

[State]

[Zip]

616.889.1705

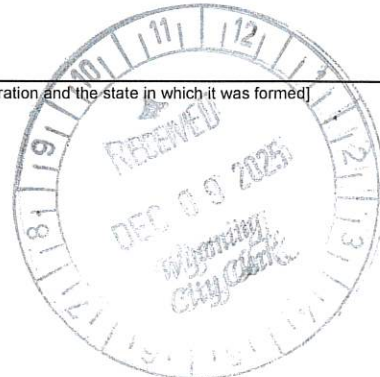
[Cell phone number(s) of person(s) signing for proponent]

mat@nyuniform.com

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

Corporation

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



CONTRACT FORM

This Contract Form on the next page must be completed and signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance and other required documents, the City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.



Healthwear, Industrial, Career Apparel, Public Safety & Security

Nye Uniform Addendum To Bid

Extended Size Pricing

All clothing subject to 10% oversize charge on bid prices listed for the following sizes;

SHIRTS - Men's size 18 to 20 neck (2XL & 3XL)
Women's size 44 & 46

PANTS - Mens size 44 to 54 waist (2XL & 3XL)
Womens size 20 to 24 waist

Jackets/Raincoats/Sweaters - Size 2XL & 3XL

****Any sizes not listed above - price quoted when needed****

RETURN POLICY

-Returns are accepted within 30 days of delivery on unwashed/unworn/unused goods with original packaging and labels attached.

-Pants hemmed less than 28" inseam non-returnable.

-Embroidered/customized goods are non-returnable

-Defective merchandise still under warranty will be repaired or replaced as determined by Nye Uniform

1030 Scribner Ave. Grand Rapids, MI 49504

Phone: (616) 459-5065 Fax: (616) 459-4364

www.nyeuniform.com



Healthwear, Industrial, Career Apparel, Postal, Public Safety & Security

Nye Uniform Addendum To Bid Police Uniform Clothing

- Mens Blauer Long Sleeve #8703 discontinued, updated style for bid #8705
- Mens Blauer Short Sleeve #8713 discontinued, updated style for bid #8715
- Womens Blauer Long Sleeve #8703W, discontinued, updated style for bid #8705W
- Womens Blauer Short Sleeve #8713W, discontinued, updated style for bid #8715W
- Mens Blauer Pant #8810 discontinued, updated style for bid #8810T
- Womens Blauer Pant #8810W discontinued, updated style for bid #8810WT
- Blauer #8842 discontinued, updated style for bid #8667
- Mens Elbeco Long Sleeve #313 discontinued, updated style Z313
- Mens Elbeco Short Sleeve #3313 discontinued, updated style Z3313
- Womens Elbeco Long Sleeve #9313 discontinued, updated style Z9313LCN
- Womens Elbeco Short Sleeve #9813 discontinued, updated style Z9813LCN

1030 Scribner Ave. Grand Rapids, MI 49504

Phone: (616) 459-5065 Fax: (616) 459-4364

www.nyeuniform.com

STAFF REPORT

Date: December 2, 2025
Subject: Fire Station Fitness Room Mirrors
From: Dennis Van Tassell, Fire Chief
CC: Kim Koster - Public Safety Chief
Kip Snyder – Deputy Public Safety Chief
Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended that City Council approve the purchase of mirrors for the fire station fitness rooms from Vos Glass, LLC. The total cost of this project will be \$12,900.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The fire stations are being equipped with wellness and fitness equipment through a federal grant. One component of safe fitness practices is utilizing proper form when using weight equipment. Mirrors will help facilitate proper use and form and may reduce injuries. The department is intending to mount mirrors at the renovated Burton and Division stations along with the existing fitness room at the 36th Street station. These mirrors will assist personnel in completing exercises safely. A bid request was submitted through the city. 228 registered bidders were able to see the bid, and 21 downloaded the bid. A pre-bid meeting was held, but no one showed up at the designated time. Vos Glass, LLC was the sole bidder on the project.



Tabulation of Bids
2306 -Fire Station Fitness Room Mirrors
Opened by the City Clerk on Tuesday,
December 2, 2025

Bidder Name	Bid Amount
Vos Glass, LLC	\$12,900.00

BUDGET IMPACT:

Funds are budgeted in account number 205-336-33800-975.000 Buildings Capital Outlay.

Attachment(s):
Contract
Quote

CITY OF WYOMING

FIRE STATION FITNESS ROOM MIRRORS PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Vos Glass
[Name of contracting entity]
A MI LLC
[State and type of entity, e.g., corporation, limited liability company, etc.]
3800 Stahl Drive SE
[Contractor's street address]
Grand Rapids, MI 49546
[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: 12/3, 2025

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

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

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

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

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

None.

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

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


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

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

City of Wyoming

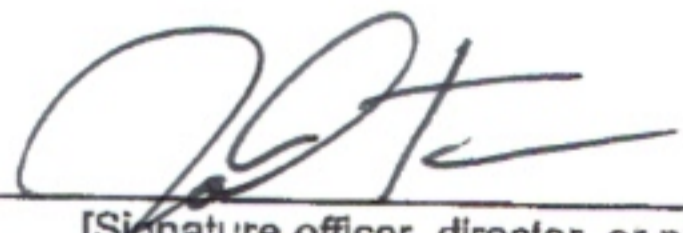
By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: 

Gregory T. Stremers, City Attorney

Contractor: Vos Glass

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

Date signed: 12/3, 2025

Staff Report

Date: December 4, 2025
Subject: Bid Award – Generator Assessment
From: Troy Rinks, Facilities Maintenance Foreman
CC: Aaron Vis, Director of Public Works
Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended that the City Council award the Generator Assessment bid to Spicer Group, Inc. (Spicer) to conduct comprehensive assessments of backup generator systems at multiple City facilities, for a not-to-exceed amount of \$13,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Several City facilities (Police, Court, City Hall, & 4 Fire Stations) with aging backup generator systems require professional evaluation to ensure operational readiness and compliance with code standards. A comprehensive assessment by an independent engineering firm will provide the City with critical data to develop a realistic capital improvement plan, identify immediate safety or operational concerns, and establish priorities for generator maintenance, upgrade, or replacement.

Bid documents were downloaded by 36 potential bidders from the City's E-Bidder website. Two pre-bid meetings were held on November 4 and November 12, 2025, with 4 potential bidders in attendance. On November 25, 2025, bids from 4 companies were received and are as follows:

PM Technologies	\$ 2,968.00
Spicer Group, Inc.	\$13,000.00
Hubbell, Roth & Clark, Inc.	\$18,400.00
Fishbeck, Thompson, Carr & Huber	\$22,690.00

While the proposal submitted by PM Technologies represents the lowest cost, staff does not recommend award to this firm. Staff's evaluation concluded that the proposed fee does not appear adequate to perform the full scope of work as outlined in the RFP, including comprehensive field inspections, code compliance review, load testing, and detailed reporting for multiple facilities. The level of effort described in the proposal, combined with the proposed cost, indicates a high risk that the consultant will be unable to deliver the work to the City's required standards and schedule.

Upon reviewing the bid documents received, Spicer was found to meet the necessary bid specifications and was also the lowest bid. Therefore, it is recommended the City Council approve Spicer bid for \$13,000.00.

BUDGET IMPACT:

Sufficient funds exist in the Police Capital Account 205-301-30610-975.000; Fire Capital Account 205-336-33800-975.000; and Capital Projects Revolving Fund Account 805-57300-975.000.

Attachment:
Contract

CITY OF WYOMING

CITY OF WYOMING

GENERATOR ASSESSMENT PROJECT CONTRACT

PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Spicer Group, Inc
[Name of contracting entity]
 A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
230 S. Washington Ave.
[Professional's street address]
Saginaw, MI 48607
[Professional's city, state & zip]

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

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

Effective Date means: 12/16/25, 2022.

Proposal means Contractor's proposal attached as Exhibit B.

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

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

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 10-Materials and Equipment Information, Quality, Disposal, and Related Requirements, 11-Restoration, and 12-Access to Work do not apply this Contract.

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

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

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

City of Wyoming

Contractor: Spicer Group, Inc

By: _____
John Shay, City Manager

By: Bo A. Reinhardt, P.E.
[Signature officer, director, or principal of Contractor]
Bo A. Reinhardt, P.E. - Project Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: December 05, 2025

Approved as to form: 

Gregory T. Stremers, City Attorney

Includes Attachment:
1. Spicer Group, Inc. General Conditions
for Professional Services

Staff Report

Date: December 2, 2025
Subject: WSC Soffit and Parking Lot Light Project Bid Award
From: Lynn Clarke, Assistant Director of Parks and Recreation
CC: Chad Boprie, Facility Manager of the WSC
Paul Smith, Assistant Director of Community and Economic Development
Krashawn Martin, Director of Parks and Recreation
Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended City Council authorize the purchase and construction of replacement soffit and a new parking lot light from Vander Kodde Construction with a total project cost of \$20,850.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City of Wyoming Parks and Recreation Department is committed to providing park, leisure and recreational opportunities that improve the lives of Wyoming residents. Quality parks and recreational programs directly impact property values, community aesthetics and the economic vitality of the city.

The WSC is a community asset for both physical and mental wellness. The upkeep and care of the aging facility is vital for our senior population as well as the overall health of our community. Well maintained parks create safe spaces for recreation, reducing and preventing participant injuries. They also have a positive direct impact on property values.

On December 2, 2025, the city received four bids for the WSC Soffit and Parking Lot Light project. Twenty-six (26) invitations to bid were sent to and/or downloaded by prospective bidders. Parks and Recreation staff evaluated each bid based on the understanding of the project, detailed specifications provided, and references. Vander Kodde Construction met all the specifications providing project details.

Therefore, it is recommended that the City Council award the bid for the WSC Soffit and Parking Lot Light project to Vander Kodde Construction for the bid prices shown on the attached tabulation sheet.

BUDGET IMPACT:

Funds for this project are being used from the Community Development Block Grant. Budget number 251-701-69424-975.000.

TABULATION SHEET:

Bidder Name	Bid Amount
Vander Kodde Construction	\$20,850.00
Strain Electric	\$29,300.00
SmartComm, LLC	\$29,874.00
JKB Construction, Inc	\$30,500.00

Attachment:
Contract

Soffit and Parking Lot Light Project



CITY OF WYOMING

WSC EXTERIOR SOFFIT AND PARKING LOT LIGHT PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Vander Kodde Construction
[Name of contracting entity]
A Corporation in Michigan
[State and type of entity, e.g., corporation, limited liability company, etc.]
441 - 44th St SW
[Contractor's street address]
Grand Rapids, MI 49578
[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: 12-02, 2025.

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

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

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

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

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

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

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


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

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

City of Wyoming

Contractor: Vander Kodde Construction

By: _____
John Shay, City Manager

By: 
[Signature officer, director, or principal of Contractor]
Kyle Vander Kodde - President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: 12-02, 2025

Approved as to form: 

Gregory T. Stremers, City Attorney

Staff Report

Date: December 2, 2025
Subject: WSC Bathroom Renovation Project Bid Award
From: Lynn Clarke, Assistant Director of Parks and Recreation
CC: Chad Boprie, Facility Manager of the WSC
Paul Smith, Assistant Director of Community and Economic Development
Krashawn Martin, Director of Parks and Recreation
Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended City Council authorize the purchase and construction of bathroom renovation material and labor from C&I Building Maintenance, Inc. with a total project cost of \$37,180.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City of Wyoming Parks and Recreation Department is committed to providing park, leisure and recreational opportunities that improve the lives of Wyoming residents. Quality parks and recreational programs directly impact property values, community aesthetics and the economic vitality of the city.

The WSC is a community asset for both physical and mental wellness. The upkeep and care of the aging facility is vital for our senior population as well as the overall health of our community. Well maintained parks create safe spaces for recreation, reducing and preventing participant injuries. They also have a positive direct impact on property values.

On December 2, 2025, the city received four bids for the WSC Bathroom Renovation project. Thirty-six (36) invitations to bid were sent to and/or downloaded by prospective bidders. Parks and Recreation staff evaluated each bid based on the understanding of the project, detailed specifications provided, and references. C&I Building Maintenance, Inc. met all the specifications of the bid.

Therefore, it is recommended that the City Council award the bid for the WSC Bathroom Renovation project to C&I Building Maintenance, Inc. for the bid prices shown on the attached tabulation sheet.

BUDGET IMPACT:

Funds for this project are being used from the Community Development Block Grant. Budget number 251701-69422-975.000.

TABULATION SHEET:

Bidder Name	Bid Amount
C&I Building and Maintenance, Inc	\$35,340.00
Alternate: Goodtime Medical w/Cabinet	\$1,840.00
Total with alternate:	\$37,180.00
Vander Kodde Construction Inc.	\$42,918.00
Alternate: Vanity	\$3,630.00 or \$7,050.00
Alternate: Partitions	\$2,742.00
Total with alternates:	\$49,290.00 or \$52,710.00
Smartcomm LLC	\$58,867.00
JKB Construction	\$80,000.00 (includes an allowance of \$5,000 for any unforeseen issues)

Attachments:
Contract

WSC Bathroom Renovation Project



CITY OF WYOMING

**WSC RESTROOM RENOVATION PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN**

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

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

Contractor means: C & I BUILDING MAINTENANCE, INC.
(Name of contracting entity)
A MICHIGAN CORPORATION
(State and type of entity, o.g., corporation, limited liability company, etc.)
101 TOBY DR. NW
(Contractor's street address)
SPARTA, MI 49345
(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: 12/03, 2025.

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

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

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

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

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

BID PRICING REFLECTS WALL-MOUNTED URINAL, NOT FLOOR MOUNTED.
(Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None.")
NEW URINAL TO MATCH EXISTING AS CLOSE AS POSSIBLE.

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

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

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

City of Wyoming

Contractor: C & I BUILDING MAINTENANCE, INC.

By: _____
John Shay, City Manager

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

Date signed: _____, 20__

Date signed: 12/03, 2025

Approved as to form: [Signature]
Gregory T. Stremers, City Attorney

Staff Report

Date: December 2, 2025
Subject: WSC Kitchen Renovation Project Bid Award
From: Lynn Clarke, Assistant Director of Parks and Recreation
CC: Chad Boprie, Facility Manager of the WSC
Paul Smith, Assistant Director of Community and Economic Development
Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended City Council authorize the purchase and construction of kitchen renovations from SmartComm, LLC. with a total project cost of \$54,781.20.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City of Wyoming Parks and Recreation Department is committed to providing park, leisure and recreational opportunities that improve the lives of Wyoming residents. Quality parks and recreational programs directly impact property values, community aesthetics and the economic vitality of the city.

The WSC is a community asset for both physical and mental wellness. The upkeep and care of the aging facility is vital for our senior population as well as the overall health of our community. Well maintained parks create safe spaces for recreation, reducing and preventing participant injury. They also have a positive direct impact on property values.

On December 2, 2025, the City received three bids for the WSC Kitchen Renovation project. Forty-four (44) invitations to bid were sent to and/or downloaded by prospective bidders. Parks and Recreation staff evaluated each bid based on the understanding of the project, detailed specifications provided, and references. SmartComm, LLC met all the specifications.

Therefore, it is recommended that the City Council award the bid for the WSC Kitchen Renovation project to SmartComm, LLC for the bid prices shown on the attached tabulation sheet minus the bond cost.

BUDGET IMPACT:

Funds for this project are being used from the Community Development Block Grant. Budget number 251-701-69422-975.000.

TABULATION SHEET:

Bidder Name	Bid Amount
Smartcomm LLC	\$49,971.20
Additional: Roll up window	\$4,810.00
Additional: Bond cost	\$2,191.25
Total:	\$56,972.45
Vander Kodde Construction	\$60,493.00
JKB Construction, Inc	\$142,000.00

Attachment:
Contract

WSC Kitchen Renovation Project



CITY OF WYOMING

WSC KITCHEN RENOVATION PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

SmartComm, LLC
[Name of contracting entity]
A Michigan LLC
[State and type of entity, e.g., corporation, limited liability company, etc.]
32 E Main St Suite G
[Contractor's street address]
Fremont MI 49412
[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: 12/4, 2025

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

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

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

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

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

NONE

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

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

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

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

City of Wyoming

Contractor: SmartComm, LLC

By: _____
John Shay, City Manager

By: _____
[Signature of officer, director, or principal of Contractor]
Gerard W Rich Jr - President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: 12/4, 2025

Approved as to form: _____


Gregory T. Stremers, City Attorney

Staff Report

Date: December 2, 2025
Subject: WSC Ceiling Tile Replacement Project Bid Award
From: Lynn Clarke, Assistant Director of Parks and Recreation
CC: Chad Boprie, Facility Manager of the WSC
Paul Smith, Assistant Director of Community and Economic Development
Krashawn Martin, Director of Parks and Recreation
Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended City Council authorize the purchase and construction of replacement of ceiling tiles from Vander Kodde Construction with a total project cost of \$68,164.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City of Wyoming Parks and Recreation Department is committed to providing park, leisure and recreational opportunities that improve the lives of Wyoming residents. Quality parks and recreational programs directly impact property values, community aesthetics and the economic vitality of the city.

The WSC is a community asset for both physical and mental wellness. The upkeep and care of the aging facility is vital for our senior population as well as the overall health of our community. Well maintained parks create safe spaces for recreation, reducing and preventing participant injuries. They also have a positive direct impact on property values.

On December 2, 2025, the city received five bids for the WSC Ceiling Tile Replacement project. Twenty-eight (28) invitations to bid were sent to and/or downloaded by prospective bidders. Parks and Recreation staff evaluated each bid based on the understanding of the project, detailed specifications provided, and references. Vander Kodde Construction met all the specifications.

Therefore, it is recommended that the City Council award the bid for the WSC Ceiling Tile Replacement project to Vander Kodde Construction for the bid prices shown on the attached tabulation sheet.

BUDGET IMPACT:

Funds for this project are being used from the Community Development Block Grant budget number 251-701-69422-975.000.

TABULATION SHEET:

Bidder Name	Bid Amount
Vander Kodde Construction	\$68,164.00
JKB Construction	\$97,190.00 (Includes \$3000 for unforeseen issues)
Central Michigan Building Services LLC	\$116,935.00
C&I Building Maintenance	\$130,890.00
SmartComm, LLC	\$149,858.00

Attachment:
Contract

Ceiling Tile Replacement Project



CITY OF WYOMING

WSC Ceiling Tile Replacement PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Vander Kodde Construction
[Name of contracting entity]
A MI Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
441 - 44th St SW
[Contractor's street address]
Grand Rapids, MI 49578
[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: 12/16, 2025

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

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

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

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:
None.

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

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

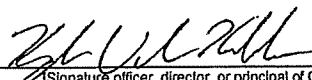
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed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

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

City of Wyoming


Contractor: Vander Kodde Construction

By: _____
John Shay, City Manager

By: 
[Signature officer, director, or principal of Contractor]
Kyle Vander Kodde - President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: 12-02, 2025

Approved as to form: 

Gregory T. Stremers, City Attorney

STAFF REPORT

Date: December 2, 2025
 Subject: Panhandle Sanitary Sewer Study Bid Award
 From: Jeff Oonk, PE, City Engineer
 CC: Aaron Vis, Director of Public Works
 Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended the City Council award the Panhandle Sanitary Sewer Study bid to Prein & Newhof for the low bid amount of \$64,365.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City of Wyoming’s “Panhandle” area is served by two 24” diameter sanitary sewers that come together into a single 24” sewer that outlets into the 54” Buck Creek Trunk Sewer. This sewer system has been evaluated in the past as the area has developed and the single 24” sewer is viewed as a bottleneck in the system. As development continues, it is necessary to study the existing capacity of the system and investigate options to increase capacity in the future.

Such services were bid out using the City’s standard bidding process. Thirty-seven bidders downloaded the specifications, and seven proposals were received by the City Clerk on December 2, 2025, and are summarized below:

Prein & Newhof	\$64,365
OHM Advisors	\$70,509
Spicer Group	\$79,000
VK Civil	\$127,327
Fishbeck	\$130,170
Jones & Henry Engineers	\$170,300
Fleis & Vandenbrink	\$198,900

Prein & Newhof is highly experienced with performing this type of study and provided the lowest cost proposal for this project.

BUDGET IMPACT:

Funds are available in the Capital Improvement Fund Account No. 401-441-17500-801.000.

CITY OF WYOMING

**PANHANDLE SANITARY SEWER STUDY
PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN**

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

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

Contractor means:

Prein&Newhof
[Name of contracting entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3355 Evergreen Drive NE
[Professional's street address]
Grand Rapids, MI 49525
[Professional's city, state & zip]

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

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

Effective Date means: _____, 202_.

Proposal means Contractor's proposal attached as Exhibit B.

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

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

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 10-Materials and Equipment Information, Quality, Disposal, and Related Requirements, 11-Restoration, and 12-Access to Work do not apply this Contract.

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

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

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

City of Wyoming


Contractor: Prein&Newhof

By: _____
John Shay, City Manager

By: 
[Signature Officer, Director, or principal of Contractor]
Mark Prein - Officer
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: December 3, 2025

Approved as to form: 

Greg Stremers, City Attorney

STAFF REPORT

Date: November 26, 2025

Subject: Gezon Storage Tank Coating Project

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: December 15, 2025

RECOMMENDATION:

It is recommended that the City Council award the bid from Fedewa, Inc. for the Gezon Storage Tank Coating Project in the amount of \$111,499.00 plus a 10% contingency for a total approved amount of \$123,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Three ground storage tanks are located at the Gezon Pump Station site for the purpose of potable water storage and supply to the City of Wyoming and wholesale customers. One of these tanks, a 10,000,000-gallon concrete structure, was previously identified as needing roof recoating and compliance improvements to meet EGLE requirements. Additionally, one of the nearby 5,000,000-gallon steel storage tanks is in need of an exterior wash.

On February 17, 2025, via resolution No. 28327, the City Council accepted a proposal from Dixon Engineering for the development of technical specifications, project administration, and construction oversight of the Gezon Storage Tank Coating Project. Dixon Engineering, in collaboration with City staff, prepared the project specifications, and the bid documents were publicly advertised on October 14, 2025.

On November 18, 2025, eight bids were received which are summarized in the following tabulation. After thorough review, Dixon Engineering and utility staff recommend awarding the bid to the lowest responsive bidder, Fedewa, Inc., who has successfully completed similar projects for the City.

TABULATION:

Bidder Name	Total Bid Amount
Fedewa, Inc	\$111,499.00
Seven Brothers Painting, Inc	\$122,800.00
Stoic Industrial Coatings, LLC	\$157,000.00
E&L Contractors, Inc	\$181,000.00
LC United Painting Co., Inc	\$306,000.00
Smith's Waterproofing, LLC	\$309,663.00
Ram Construction Services of Michigan, Inc	\$490,669.00
Worldwide Industries, Corp	\$728,518.00

BUDGET IMPACT:

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



CITY OF WYOMING

10,000,000 GALLON CONCRETE RESERVOIR (GEZON #3) EXTERIOR OVERCOAT AND MISCELLANEOUS REPAIRS PROJECT CONTRACT CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

Contractor information table with fields for Name of contracting entity, State and type of entity, Contractor's street address, and Contractor's city, state & zip. Includes contact info for Fedewa Inc.

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: 12/2/25, 202_.

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

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

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

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

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

None.

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

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

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

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

City of Wyoming

By: John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

[Signature]

Gregory T. Stremers, City Attorney

Contractor: Fedewa Inc

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

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

Date signed: 11-18, 20 25