



MICHIGAN

**AGENDA  
WYOMING CITY COUNCIL MEETING  
COUNCIL CHAMBERS  
MONDAY, DECEMBER 1, 2025, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation – Rick Pilienci, Grace Christian University**  
*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 November 17, 2025, Special Meeting and Regular Meeting
- 6) Approval of Agenda**
- 7) Public Hearings**
- 8) Public Comment on Agenda Items**  
*This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*
- 9) Presentations and Proclamations**
  - a) Presentations
    1. Rehmann – Audit Presentation
  - b) Proclamations
- 10) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 11) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
    - 25-13 Acceptance of an Easement for 3901 Buchanan Ave SW (Gelock Transfer Line Inc.)
- 12) Budget Amendments**
  - a) Budget Amendment No. 8 – To Appropriate an Additional \$15,345.85 of Budgetary Authority for Remaining 2020 Community Development Block Grant (CDBG) Program Funds, and Recognize the Associated Grant Revenue
- 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) To Appoint Matthew Black as a Member of the Historical Commission for the City of Wyoming

b) To Appoint Nicole Hofert to the Kent County Waste-To-Energy Advisory Committee

**14) Resolutions**

c) To Establish and Change Certain Regular City Council Meeting Dates in the 2026 Calendar Year

d) To Set Meeting Days and Times for the City of Wyoming Boards and Commissions

e) To Grant Preliminary Plat-Tentative Approval for Phase I Salmon View Plat

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

f) To Authorize the City Manager to Execute an Amended Contract with Home Repair Services of Kent County, Inc

g) To Accept Amendment #2 for Automotive Body Repair Services

h) To Accept Contract Amendment #2 for Architectural and Engineering Design Services

i) To Accept Amendment Number One for the Drinking Water Plant Pump Repair and Motor Reconditioning Project

j) For the Purchase of a Sludge Grinder

k) For Award of Bids

1. Wellness and Fitness Services

2. Occupational & Employment Health Assessment Services

3. Lemery Park Post Tension Court Project

**16) Ordinances**

17-25 To Amend Section 90-515 of the Code of the City of Wyoming by Adding Subsection (148) to Rezone 138 36th Street SW from R-4 Residential District to B-2 General Business District (First Reading)

18-25 To Amend Zoning Code Sections 90-206 "Definitions – F", 90-7008 "Specific Sign Requirements; Nonresidential Districts" (First Reading)

**17) Informational Material**

**18) Acknowledgment of Visitors**

*This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3-minute limit per person.*

**19) Closed Session (as necessary)**

**20) Adjournment**

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

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

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



Annual Comprehensive Financial Report  
June 30, 2025

# Report Contents

- Introductory Section – Prepared by Management
- Financial Section
  - Management's Discussion and Analysis
  - Basic Financial Statements
  - Notes to the Financial Statements
- Required Supplementary Information
  - Pension and Other Postemployment Benefits
- Combining Statements and Schedules
- Statistical Section – Prepared by Management
- Continuing Disclosure – Prepared by Management

# Audit Opinions

- Financial Statement Audit
  - Unmodified “Clean” Opinion
  - No findings of reportable conditions at the financial statement level
- Federal Single Audit Act Compliance (Draft)
  - \$1.5 million in total federal expenditures
  - Coronavirus State and Local Fiscal Recovery Funds
    - \$779 thousand
  - No findings or reportable conditions
- Communication with Governance
  - 3 corrected recommendations from last year

# Governmental Funds – Summary of Revenues and Expenditures

	General Fund	Major Streets	Parks and Recreation	Public Safety	City Center	Nonmajor Governmental Funds
<b>Total revenues</b>	\$ 28,810,077	\$ 9,220,494	\$ 5,103,860	\$ 5,058,451	\$ 13,567,227	\$ 25,633,223
<b>Total expenditures</b>	8,451,881	5,516,217	4,916,587	33,937,562	12,047,860	15,646,801
<b>Total other financing sources (uses)</b>	<u>(21,058,315)</u>	<u>-</u>	<u>3,251</u>	<u>31,916,373</u>	<u>-</u>	<u>(10,549,823)</u>
<b>Net change in fund balances</b>	\$ (700,119)	\$ 3,704,277	\$ 190,524	\$ 3,037,262	\$ 1,519,367	\$ (563,401)

# General Fund Budget Results

	Original Budget	Final Budget	Actual	Actual Over (Under) Final Budget
<b>Total revenues</b>	28,162,938	28,484,611	28,810,077	325,466
<b>Total expenditures</b>	9,568,991	10,735,297	8,451,881	(2,283,416)
<b>Total other financing sources (uses)</b>	<u>(22,200,000)</u>	<u>(22,216,549)</u>	<u>(21,058,315)</u>	<u>1,158,234</u>
<b>Net change in fund balance</b>	(3,606,053)	(4,467,235)	(700,119)	3,767,116

# Proprietary Funds – Summary of Revenues and Expenses

	Sewer	Water
<b>Operating revenues</b>		
Charges for services	\$ 28,973,672	\$ 26,255,214
<b>Total operating expenses</b>	<u>20,658,316</u>	<u>20,314,480</u>
<b>Operating income</b>	8,315,356	5,940,734
<b>Total nonoperating revenues</b>	235,447	124,969
<b>Capital contributions</b>	<u>337,875</u>	<u>2,047,368</u>
<b>Change in net position</b>	\$ 8,888,678	\$ 8,113,071

# Conclusions

- City's financial condition remains strong and stable
- City's debt position remains manageable
  - \$76.7 million outstanding
  - \$38.9 million issued
  - \$5.2 million of bonds repaid in FY 2025
- Thanks to the finance department team for their efforts during the year and the completion of a clean audit

# CITY OF WYOMING

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

December 1, 2025

Wyoming City Council  
Wyoming, Michigan

City Manager's Report No. 25-13

Subject: Acceptance of an Easement for 3901 Buchanan Ave SW (Gelock Transfer Line Inc.)

Councilmembers:

Gelock Transfer Line Inc., owner of 3901 Buchanan Avenue SW, has submitted the following described Easement. The Easement conveys permanent right-of-way to the City of Wyoming for Holtwood Street. The Easement area is shown on the attached Exhibit "A".

Grantor:	Gelock Transfer Line In.
Parent Parcel:	41-17-24-251-003
Right-of-way Size	See Exhibit "A"
Consideration:	\$1.00

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

Respectfully submitted,



John Shay  
City Manager

Attachments: Easement  
Exhibit "A"

## RIGHT-OF-WAY EASEMENT

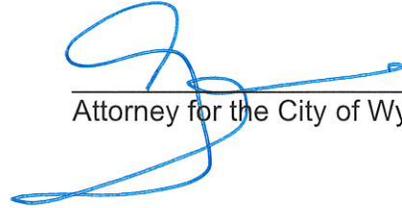
Parcel No. 41-17-24-251-003

GELOCK TRANSFER LINE, INC., a Michigan corporation, whose address is 450 Market Street SW, Grand Rapids, MI 49503 (**Grantor**), in exchange for the payment of One Dollar (\$1.00), the adequacy and receipt of which is acknowledged, grants, warrants and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509-0905 (**City**) a permanent easement in, on, over, and under the real property described and depicted on the attached **Exhibit A** (the **Easement Area**) for public right-of-way and utility purposes including, without limitation, for constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, roads, streets, sidewalks, motorized and nonmotorized pathways, water, sanitary sewer, storm sewer, electric power, natural gas, telecommunications, streetlighting, traffic signals and signs, and any other utilities including, for expansion and not for limitation, all appurtenant or related lighting, fencing, seating, shelters, snowmelt and irrigation systems, piping, lines, chambers, other fixtures and facilities, landscaping, artistic or other aesthetic elements, manholes, power lines, meters, access panels, valves, and switches, subject to the following:

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

DATED: 10/22/25

Approved as a form:

  
\_\_\_\_\_  
Attorney for the City of Wyoming

GRANTOR:

GELOCK TRANSFER LINE, INC.

  
\_\_\_\_\_

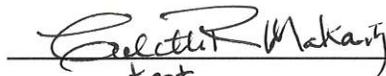
By: Richard A Van Dam

Its: President

STATE OF MICHIGAN )

)ss.  
COUNTY OF KENT )

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 22 day of October, 2025, by Richard A. Van Dam, President of GeLock Transfer Line, Inc. a Michigan corporation.

  
\_\_\_\_\_, Notary Public  
Kent County, Michigan  
Acting in Kent County, Michigan  
My Commission Expires: 10/31/29



Prepared by:  
Jeff Oonk  
City of Wyoming  
2660 Burlingame Ave  
Wyoming, MI 49509

When recorded, return to:  
Kelli A. Vandenberg  
Wyoming City Clerk  
1155 28<sup>th</sup> St SW  
Wyoming, MI 49509-0905



EXHIBIT "A"

**DESCRIPTION**

**PROPOSED INGRESS, EGRESS AND PUBLIC UTILITY EASEMENT**

Part of the Northeast 1/4 of Section 24, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section; thence S00°46'25"E 1476.74 feet along the North-South 1/4 line of said Section; thence N89°50'06"E 1269.44 feet to the Point of Beginning of ingress, egress and public utility easement; thence N00°09'54"W 57.12 feet along the Westerly right-of-way line of Buchanan Avenue; thence S89°50'06"W 4.27 feet; thence S45°24'25"W 34.45 feet; thence S89°50'06"W 430.70 feet; thence Northwesterly 42.23 feet along a 50.00 foot radius curve to the right, said curve having a central angle of 48°23'40", and a chord bearing N65°58'04"W 40.99 feet; thence Northwesterly, Southwesterly, Southeasterly and Northeasterly 362.32 feet along a 75.00 foot radius curve to the left, said curve having a central angle of 276°47'19", and a chord bearing S00°09'54"E 99.60 feet; thence Northeasterly 42.23 feet along a 50.00 foot radius curve to the right, said curve having a central angle of 48°23'40", and a chord bearing N65°38'16"E 40.99 feet; thence N89°50'06"E 459.57 feet; thence N00°09'54"W 33.00 feet to the Point of Beginning. Contains 1.15 acres. Subject to easements, restrictions and rights-of-way of record.

**PROPOSED PUBLIC UTILITY EASEMENT**

Part of the Northeast 1/4 of Section 24, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section; thence S00°46'25"E 1476.74 feet along the North-South 1/4 line of said Section; thence N89°50'06"E 1269.44 feet; thence N00°09'54"W 57.12 feet; thence S89°50'06"W 4.27 feet; thence S45°24'25"W 34.45 feet; thence S89°50'06"W 430.70 feet; thence Northwesterly 42.23 feet along a 50.00 foot radius curve to the right, said curve having a central angle of 48°23'40", and a chord bearing N65°58'04"W 40.99 feet; thence Northwesterly and Southwesterly 148.10 feet along a 75.00 foot radius curve to the left, said curve having a central angle of 113°08'17", and a chord bearing S81°39'37"W 125.18 feet to the Point of Beginning of public utility easement; thence S89°50'06"W 335.40 feet; thence N00°09'54"W 14.00 feet; thence S89°50'06"W 20.00 feet; thence S00°09'54"E 73.00 feet; thence N89°50'06"E 20.00 feet; thence N00°09'54"W 39.00 feet; thence N89°50'06"E 329.20 feet; thence Northeasterly 21.01 feet along a 75.00 foot radius curve to the right, said curve having a central angle of 16°02'58", and a chord bearing N17°04'00"E 20.94 feet to the Point of Beginning. Contains 8,096 square feet. Subject to easements, restrictions and rights-of-way of record.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°09'54"W	57.12'
L2	S89°50'06"W	4.27'
L3	S45°24'25"W	34.45'
L4	S89°50'06"W	430.70'
L5	N89°50'06"E	459.57'
L6	N00°09'54"W	33.00'

LINE TABLE		
LINE	BEARING	LENGTH
L7	S89°50'06"W	335.40'
L8	N00°09'54"W	14.00'
L9	S89°50'06"W	20.00'
L10	S00°09'54"E	73.00'
L11	N89°50'06"E	20.00'
L12	N00°09'54"W	39.00'
L13	N89°50'06"E	329.20'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	42.23'	50.00'	48°23'40"	N65°58'04"W	40.99'
C2	362.32'	75.00'	276°47'19"	S00°09'54"E	99.60'
C3	42.23'	50.00'	48°23'40"	N65°38'16"E	40.99'
C4	148.10'	75.00'	113°08'17"	S81°39'37"W	125.18'
C5	21.01'	75.00'	16°02'58"	N17°04'00"E	20.94'

NO SCALE



Franklin Partners Gary Tamminga 1900 Spring Road, Suite 100 Oak Brook, IL 60523		
Tamminga-300 36th Street SW 300 36th Street SW		
DRAWN BY: VB REV. BY: REV.:	DATE: 07.01.24 REV. DATE:	PRJ #: 22400178DSC2 <b>2 OF 2</b>

**NEDERVELD**  
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 217 Grandville Ave., Suite 302  
 Grand Rapids, MI 49503  
 Ann Arbor, Chicago, Columbus,  
 Holland, Indianapolis

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: December 1, 2025**

**Budget Amendment No. 008**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$15,345.85 of budgetary authority for remaining 2020 Community Development Block Grant (CDBG) program funds, and recognize the associated grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Community Development Fund</u></b>				
2020 Grant Year - Federal Grant Revenue				
251-000-02020-519.100	\$ -	\$ 15,345.85		\$ 15,345.85
Planning - CDBG Activities 2020 - Other Services				
251-701-69420-956.000	\$ -	\$ 15,345.85		\$ 15,345.85
Fund Balance/Working Capital (Fund 251)		\$ -	\$ -	

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 APPOINT MATTHEW BLACK AS A MEMBER OF THE  
HISTORICAL COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Matthew Black has submitted an application requesting appointment to the Historical Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2026.
3. Mayor Vanderwood has recommended that Matthew Black be appointed as a member of the Historical Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Matthew Black to the Historical Commission for the unexpired term ending June 30, 2026.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 1, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT NICOLE HOFERT TO THE  
KENT COUNTY WASTE-TO-ENERGY ADVISORY COMMITTEE

WHEREAS:

1. The City of Wyoming is entitled to representation on the Kent County Waste-to-Energy Advisory Committee.
2. A vacancy exists for an unexpired term ending December 31, 2025.
3. It is the desire of the Wyoming City Council to appoint Deputy City Manager Nicole Hofert as a Wyoming representative to the Kent County Waste-to-Energy Advisory Committee for the unexpired term ending December 31, 2025.
4. It is also the desire of the Wyoming City Council to appoint Deputy City Manager Nicole Hofert as a Wyoming representative to the Kent County Waste-to-Energy Advisory Committee for 2026 for a term ending December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby appoint Deputy City Manager Nicole Hofert as a member of the Kent County Waste-to-Energy Advisory Committee as the City's representative through December 31, 2026.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 1, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ESTABLISH AND CHANGE CERTAIN REGULAR CITY COUNCIL  
MEETING DATES IN THE 2026 CALENDAR YEAR

WHEREAS:

1. Public Act 267 of 1976 requires that the meeting dates of the City Council be publicly posted, listing the dates, times and places of all the regularly scheduled meetings for the 2026 calendar year.
2. On certain regularly scheduled meeting dates in 2026, the City and the Nation will celebrate holidays which conflict with the regular schedule.
3. It is deemed advisable to adjust the regular meeting schedule to accommodate holiday scheduling.

NOW, THEREFORE, BE IT RESOLVED:

1. That the regular meetings of the Wyoming City Council will be held on the first and third Mondays at 7:00 p.m., except in January, when the second meeting will be on January 20, and in September, when the first meeting will be on Tuesday, September 8.
2. That the work sessions of the City Council shall be held on the second Monday of each month at 5:30 p.m.
3. That committee of the whole meetings of the City Council shall be called as needed.
4. That all dates for regular and work session meetings of the Wyoming City Council be as described on the attached schedules.

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 1, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

**SCHEDULED MEETING DATES OF THE WYOMING CITY COUNCIL  
REGULAR COUNCIL MEETINGS FOR THE YEAR 2026**

ALL MEETINGS BEGIN AT 7:00 PM AND ARE HELD IN THE WYOMING CITY HALL LOCATED AT 1155 28<sup>TH</sup> ST SW, WYOMING, MICHIGAN IN THE CITY COUNCIL CHAMBERS.

THE COMPLETE ADDRESS OF WYOMING CITY HALL IS 1155 28<sup>TH</sup> STREET SW, P.O. BOX 905, WYOMING, MICHIGAN 49509-0905.

**REGULAR COUNCIL MEETING DATES**

MONDAY, JANUARY 5, 2026

\*\*\* **TUESDAY, JANUARY 20, 2026** \*\*\*

MONDAY, FEBRUARY 2, 2026

MONDAY, FEBRUARY 16, 2026

MONDAY, MARCH 2, 2026

MONDAY, MARCH 16, 2026

MONDAY, APRIL 6, 2026

MONDAY, APRIL 20, 2026

MONDAY, MAY 4, 2026

MONDAY, MAY 18, 2026

MONDAY, JUNE 1, 2026

MONDAY, JUNE 15, 2026

MONDAY, JULY 6, 2026

MONDAY, JULY 20, 2026

MONDAY, AUGUST 3, 2026

MONDAY, AUGUST 17, 2026

\*\*\* **TUESDAY, SEPTEMBER 8, 2026** \*\*\*

MONDAY, SEPTEMBER 21, 2026

MONDAY, OCTOBER 5, 2026

MONDAY, OCTOBER 19, 2026

MONDAY, NOVEMBER 2, 2026

MONDAY, NOVEMBER 16, 2026

MONDAY, DECEMBER 7, 2026

MONDAY, DECEMBER 21, 2026

**SCHEDULED WORK SESSION MEETING DATES OF THE  
WYOMING CITY COUNCIL FOR THE YEAR 2026**

ALL MEETINGS BEGIN AT 5:30 PM AND ARE HELD IN THE WYOMING CITY HALL  
LOCATED AT 1155 28<sup>TH</sup> ST SW, WYOMING, MICHIGAN IN THE CITY COUNCIL  
CHAMBERS.

THE COMPLETE ADDRESS OF WYOMING CITY HALL IS 1155 28<sup>TH</sup> STREET SW,  
P.O. BOX 905, WYOMING, MICHIGAN 49509-0905.

**WORK SESSION MEETING DATES**

MONDAY, JANUARY 12, 2026

MONDAY, FEBRUARY 9, 2026

MONDAY, MARCH 9, 2026

MONDAY, APRIL 13, 2026

MONDAY, MAY 11, 2026

MONDAY, JUNE 8, 2026

MONDAY, JULY 13, 2026

MONDAY, AUGUST 10, 2026

MONDAY, SEPTEMBER 14, 2026

MONDAY, OCTOBER 12, 2026

MONDAY, NOVEMBER 9, 2026

MONDAY, DECEMBER 14, 2026

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO SET MEETING DAYS AND TIMES FOR THE  
CITY OF WYOMING BOARDS AND COMMISSIONS

WHEREAS:

1. Section 2.113 of the City Code of Ordinances states that days and times of board and commission meetings shall be set by City Council resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. Wyoming City Council does hereby set the days and times for the Wyoming Boards and Commissions as listed on the attached schedule.

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 1, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

2026 Boards & Commissions Calendar

Resolution No. \_\_\_\_\_

CITY OF WYOMING  
BOARDS - COMMISSIONS - COMMITTEES  
2026 MEETING SCHEDULE

<b>BOARD OF REVIEW</b>	
Tuesday, March 3, 8:00a.m. - 9:00a.m.	City Hall - 1155 28 <sup>th</sup> Street SW
Monday, March 9, 9:00 a.m.– 4:00 p.m.	
Tuesday, March 10, 1:00 p.m. – 4:00 p.m. & 6:00 p.m. – 9:00 p.m.	
Thursday, March 12, 9:00 a.m.- 4:00 p.m.	
Tuesday, July 21, 2:00 p.m. – 5:00 p.m.	
Tuesday, December 15, 2:00 p.m. – 5:00 p.m.	
<b>COMMUNITY DEVELOPMENT COMMITTEE</b>	
1:00 p.m. on the 4 <sup>th</sup> Thursday of each month (3 <sup>rd</sup> Thursday in November and December at 1:30 p.m.)	City Hall - 1155 28 <sup>th</sup> Street SW
<b>CONSTRUCTION BOARD OF APPEALS</b>	
3:00 p.m. on the 2 <sup>nd</sup> Monday of each month at the call of the Chair	City Hall - 1155 28 <sup>th</sup> Street SW
<b>DOWNTOWN DEVELOPMENT AUTHORITY</b>	
7:30 a.m. on the 2 <sup>nd</sup> Tuesday: January, April, July, and October	City Hall - 1155 28 <sup>th</sup> Street SW
<b>ECONOMIC DEVELOPMENT CORPORATION AND BROWNFIELD REDEVELOPMENT AUTHORITY</b>	
4:00 p.m. on the 4 <sup>th</sup> Monday: January, April, July, and October	City Hall - 1155 28 <sup>th</sup> Street SW
<b>ELECTION COMMISSION</b>	
At the call of the City Clerk	City Hall - 1155 28 <sup>th</sup> Street SW
<b>GREATER WYOMING COMMUNITY RESOURCE ALLIANCE</b>	
9:00 a.m. on the 4 <sup>th</sup> Tuesday: January, April, July, and October	City Hall - 1155 28 <sup>th</sup> Street SW
<b>HISTORICAL COMMISSION</b>	
6:30 p.m. on the 3 <sup>rd</sup> Wednesday of each month	Wyoming Public Library - 3350 Michael SW
<b>HOUSING COMMISSION</b>	
1:00 p.m. on the 3 <sup>rd</sup> Tuesday: January 20, March 17, May 19, August 18, October 20, December 15	Housing Commission - Westwood Apartments 2450 36 <sup>th</sup> Street SW
<b>OFFICERS COMPENSATION COMMISSION</b>	
In every odd-numbered year at the call of the Chair	City Hall - 1155 28 <sup>th</sup> Street SW
<b>PARKS AND RECREATION COMMISSION</b>	
6:00 p.m. on the 2 <sup>nd</sup> Wednesday of each month (no meeting in July & Aug.)	City Hall - 1155 28 <sup>th</sup> Street SW
<b>PLANNING COMMISSION</b>	
7:00 p.m. on the 3 <sup>rd</sup> Tuesday of each month (3 <sup>rd</sup> Wednesday in January at 7:00 p.m.)	City Hall - 1155 28 <sup>th</sup> Street SW
<b>RETIREMENT BOARD</b>	
8:00 a.m. on the 3 <sup>rd</sup> Monday of each month	City Hall - 1155 28 <sup>th</sup> Street SW
<b>TREE COMMISSION</b>	
5:00 p.m. on the 2 <sup>nd</sup> Wednesday of each month	City Hall – 1155 28 <sup>th</sup> Street SW
<b>WATER SYSTEM ADVISORY COUNCIL</b>	
At the call of the Chair	City Hall – 1155 28 <sup>th</sup> Street SW
<b>WKTV COMMISSION</b>	
6:00 p.m. on the 1 <sup>st</sup> Monday of each month	WKTV - 5261 Clyde Park Avenue SW
<b>ZONING BOARD OF APPEALS</b>	
1:30 p.m. on the 1 <sup>st</sup> and 3 <sup>rd</sup> Monday of each month	City Hall - 1155 28 <sup>th</sup> Street SW

\*\* NOTICE GIVEN PURSUANT TO PUBLIC ACT 267, OF 1976, AS AMENDED, BEING MCL 15.261

For further information regarding a scheduled meeting, contact the office of the City Clerk at 1155 28th St. SW, Wyoming, MI 49509-0905. Phone 616-530-7296.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO GRANT PRELIMINARY PLAT-TENTATIVE APPROVAL  
FOR PHASE I SALMON VIEW PLAT

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed Salmon View Phase I subdivision will provide 36 residential lots to complement this endeavor.
2. The proposed subdivision complies with the City's Master Plan, Zoning Ordinance and Subdivision Ordinance.
3. The Planning Commission recommended preliminary plat tentative approval of the proposed subdivision at its November 18, 2025, meeting.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Preliminary Plat Tentative Approval for Salmon View Phase I is granted.

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 1, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Attachments:

Staff Report

# CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509  
616.530.7285 | wyomingmi.gov

November 19, 2025

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request for a preliminary plat tentative approval at 3738 52nd St SW (Section 25)  
(Paramount Development Corporation, Virginia L Salmon Trust).

Recommendation: To grant Preliminary Plat – Tentative Approval

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on November 18, 2025. A motion was made by LaPlaca, supported by Hall, to approve the request for Preliminary Plat – Tentative Approval for Salmon’s View (Phase I) and recommend the same to City Council. The motion passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following, please find some general information.

The petitioner proposes 36 lots. These are to be developed to the PUD-4 Standards that were approved by both the Planning Commission on June 17, 2025 and City Council on August 4, 2025. The proposed plat contains a mixture of 5,400 sq ft minimum lot size and 8,000 sq ft minimum lot size lots. The parcel is currently zoned PUD-4 General Planned District (PUD-4) and is vacant.

The platting of property is a three-step review by both the Planning Commission and City Council.

The first step is Preliminary Plat- Tentative Approval, which authorizes the basic lot sizes, orientation, and street layout with preliminary engineering details.

The second step is Preliminary Plat – Final Approval, which provides full engineering detail for the construction of the plat. Per Sec. 74-42, City Council shall consider the final preliminary plat and review for conformance with the ordinance.

The third step is Final Plat Approval, which general occurs after the plat is completed, with the City accepting the development. Per Sec. 74-52, City Council shall consider the final plat and review for conformance with the ordinance.

During the public hearing, there were no public comments.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a long horizontal stroke at the end.

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

Cc: John Shay, City Manager

gasoline station, the applicant could submit a site plan relying on the updated zoning once approved by City Council or contingent on City Council approval.

- November 18 – Planning Commission considers rezoning request.
- December 1 – City Council hears the first reading of the rezoning request.
- January 5 – City Council hears the second reading of the rezoning request.

Blair said the Development Review Team recommends the Planning Commission grant the B-2 rezoning request at 138 36<sup>th</sup> Street SW and recommend the same to City Council.

Micele opened the public hearing at 8:05 PM. There was no public comment, and the hearing was closed.

Steve Witte, 217 Grandville Ave SW, Suite 302, spoke to commissioners and explained that AGO is the owner of the two lots next to the lot in question and the future plan was to combine the lots and redevelop the gas station and that includes the demolition and rebuild of the existing building. Witte stated the plan was to be back in front of Planning Commission in January to hopefully break ground in the spring.

A motion was made by Weller, supported by Zapata to grant the B-2 rezoning request, and recommend the same to City Council.

A vote on the motion passed unanimously.

#### AGENDA ITEM NO. 5

Request for a preliminary plat tentative approval at 3738 52nd St SW (Section 25) (Paramount Development Corporation, Virginia L Salmon Trust)

Blair said the applicant is requesting to develop an existing single-family lot into a new mixed-type residential subdivision. The northern portion of the site will be developed – in 2 phases – into a series of 23 townhome buildings, containing 124 units. However, the west and southern portions of the site will be developed – in 2 phases – to include 81 platted parcels. Phase 1, which is currently proposed, will include 36 platted lots; 19 50-foot lots along “Bonvale Street”, connected to the townhome development, and 17 70-foot lots along “Vernes View Drive”, connected to the existing Clarey Dr. subdivision. The 50-foot lots will be served by a new public road, while the 70-foot lots will be served by a new public cul-de-sac road, extended from Clarey Dr. Both sets of platted lots will be served by public utilities.

Blair said the platting of property is a three-step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation, and street layout, with preliminary engineering.

The second step is Preliminary Plat – Final Approval, which provides full engineering detail for the construction of the plat.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

The proposed 50-foot lots have been developed to the previously established PUD-4 zoning standards. Minimum dimensional requirements for the PUD-4 District are:

	<b>Required (50ft Lot)</b>	<b>Provided (50ft Lot)</b>
Lot Area	5,400 sq ft.	5,736 – 15,282 sq ft.
Lot Width	50 ft.	50 - 60 ft.
Front Setback	25 ft.	25 ft.
Secondary Front Setback	6 ft.	10 ft.
Rear Setback	25 ft.	25 ft.
Side Setback (each)	6 ft.	6 ft.
Side Setback (total)	12 ft.	12 ft.

The proposed 70-foot lots have been developed to the previously established PUD-4 zoning standards. Minimum dimensional requirements for the PUD-4 District are:

	<b>Required (70ft Lot)</b>	<b>Provided (70ft Lot)</b>
Lot Area	8,000 sq ft.	9438 – 11,588 sf
Lot Width	70 ft.	70 – 86.9 ft.
Front Setback	35 ft.	35 ft.
Secondary Front Setback	9 ft.	20 ft.
Rear Setback	30 ft.	30 ft.
Side Setback (each)	7 ft.	7 ft.
Side Setback (total)	14 ft.	14 ft.

**STAFF COMMENTS**

1. This PUD is governed by an Overall Development Plan that was passed in August of 2025 by both Planning Commission and City Council.
2. This plat application is part of a package of two plat phases, and two townhome phases that will complete the Salmon’s View PUD. Phase 1 of the Salmon’s View Townhome development is also being proposed at the November 18<sup>th</sup> Planning Commission Meeting,

but is procedurally independent of the Preliminary Plat – Tentative request.

Blair said the Development Review Team recommends the Planning Commission grant Preliminary Plat- Tentative Approval for Salmon’s View Phase 1 and recommend the same to the City Council.

Micele opened the public hearing at 8:13 PM. There was no public comment, and the hearing was closed.

Kelly Kuiper, 1188 E Paris Ave, Suite 100, with Paramount Development Corporation, Eastbrook Homes spoke to commissioners and said they are seeking the green light from Planning Commission to continue their platting process. Kuiper also mentioned Eastbrook Homes is now the official owner of the property.

A motion was made by LaPlaca, supported by Hall to grant Preliminary Plat-Tentative Approval for Salmon’s View Phase I, and recommend the same to City Council.

Lamer asked the developer if the 70’ lots will have street access off of 52<sup>nd</sup> St.

Kuiper said the 70’ lots will connect to Clarey only via vehicular connection with a pathway connecting to 50’ lots for pedestrian traffic.

Lamer asked how the lots on the north would get in and out of development during construction.

Kuiper explained that they are working with their engineering team as well as the City’s engineering team to ensure the proposed streets get put in timely to have access to the lots.

*(Staff Note: The street network will be developed in tandem with Phase 1 of the Salmon’s View Townhome development.)*

A vote on the motion passed unanimously.

#### AGENDA ITEM NO. 6

Request for site plan approval at 3738 52nd St SW (Section 25) (Paramount Development Corporation, Virginia L Salmon Trust)

Blair said the property is zoned PUD-4 General Planned District and outlined the various uses of the surrounding land.

Blair said the applicant is proposing Phase 1 of the Salmon’s View Townhomes, which includes 20 townhome buildings making up 102 units. This is subdivided into 11 buildings of Front-Loaded Townhomes (52 Units) and 9 buildings of Rear-Loaded Townhomes (50 Units). This

**APPLICATION FOR DEVELOPMENT PLAN REVIEW**

**Proposed Request**

<input type="checkbox"/>	Construction of a new building	<input type="checkbox"/>	Rezoning
<input type="checkbox"/>	Expansion of an existing building	<input type="checkbox"/>	Special Use
<input type="checkbox"/>	New/Expanded Multifamily Development	<input type="checkbox"/>	Site Condominium Plan
<input checked="" type="checkbox"/>	PUD Overall Development Plan/Amendment	<input type="checkbox"/>	Preliminary Plat
<input type="checkbox"/>	Other (describe) <u>Final PUD: Plat Phase 1</u>		

**Site and Project Information**

Project Name: 3738 52nd Street

Site Address(es): 3738 52nd St SW, Wyoming, MI 49418

Parcel Number(s): 41-17-32-100-016

Total Site Area: 15.0 ac Existing Bldg. Coverage: \_\_\_\_\_ Proposed Bldg. Coverage: TBD

Current Use of Site/Building: Agricultural/Vacant

Proposed Use of Site/Building: Residential (detached, single family)

Current Zoning District: PUD-4 Proposed Zoning District: \*Already rezoned PUD-4

Proposed Number of Units: 36 Proposed Number of Total Parking Spaces: 45 addl included in overall development

Estimated Project Cost: TBD Projected Number of Jobs Created: na

Mandatory Pre-Application Meeting Date Completed on: 4/30/2025

Waiver(s) Requested:  Yes  No

**Applicant and Preparer of Development Plan**

Applicant: <u>Paramount Development Corporation</u>	Preparer/Firm: <u>Exxel Engineering</u>
Address: <u>1188 East Paris Ave SE, Ste 100</u>	Address: <u>5252 Clyde Park Ave SW</u>
<u>Grand Rapids, MI 49546</u>	<u>Grand Rapids, MI 49509</u>
Email: <u>kkuiper@eastbrookhomes.com</u>	Email: <u>jvanlaar@exxelengineering.com</u>
Phone: <u>(616) 988-1339</u>	Phone: <u>(616) 531-3660</u>

**Property Owner**

Name: Virginia L Salmon Trust Address: 3738 52nd St SW

Phone: Gary Salmon (Trustee) gls.kbs0313@gmail.com Wyoming, MI 49418

Signature: Gary Salmon  
Gary Salmon (May 13, 2025 12:03 EDT)

**APPLICATION FOR DEVELOPMENT PLAN REVIEW**

The following items are required for a complete development plan review application submission. Applicants are required to attend a pre-application conference with Planning Staff to determine the process for the requested project approval type prior to their submittal. Incomplete applications will not be accepted until all required information, plan sets, and fees are submitted. Staff may request additional information during the review process.

- Signed Application**  
Complete the development plan review application packet. The application must be signed by the property owner on the previous page.
- Project Narrative (on letterhead preferred)**  
Written description of the proposed site and/or building layout, proposed use, proposed parking calculations, expected traffic flows, and justification for waivers requested, and other pertinent information. Narrative requirements for proposed PUD applications can be found in sections 90-510 and 90-511.
- Site/Sketch Plans, Boundary Surveys, Building Elevations, and Floor Plans**  
Enclose site/sketch plans, boundary surveys, building elevations, and floor plans required on the Development Plan Review Requirements (pg. 7-9).  
5 folded hard copies (24" x 36") of all plans.  
1 digital copy submitted in PDF of all plans to [plan\\_info@wyomingmi.gov](mailto:plan_info@wyomingmi.gov).
- Additional Documentation Provided (Photos, letters of support, GNP, etc.)**  
Architectural Pattern Book
- Application Fee (Check payable to the City of Wyoming)**  
See page 5 of the Development Plan Review packet for fee schedule.

**FOR STAFF USE ONLY**

Project Name: \_\_\_\_\_ Address: \_\_\_\_\_

Completed Application Submitted on \_\_\_\_\_ for:  
 \_\_\_\_\_ Planning Commission Meeting on \_\_\_\_\_  
 \_\_\_\_\_ Administrative Review

Completed Application \_\_\_\_\_ Accepted \_\_\_\_\_ Rejected  
 by \_\_\_\_\_ on \_\_\_\_\_

A completed application does not certify all elements have been fully reviewed, and additional materials may be requested to meet any missing elements or deficiencies.

# Project Narrative

## Final PUD-4: Townhome Site Plan

### **i. Qualifying conditions.**

#### **a. Location**

3738 52<sup>nd</sup> Street SW  
Wyoming, MI 49418

#### **b. PUD Purpose.**

- The proposed PUD provides for flexibility in development by allowing a variety of housing styles in a cohesive development. The variety of styles and price points will foster community for every generation.
- The proposed PUD achieves a more desirable layout with more flexible setbacks than allowed in the underlying ER zoning district.
- The proposed PUD, specifically, the complementary mix of housing types, will offer a variety of price points and will be sold as owner occupied housing. This furthers the goals and needs of the City and its residents.
- The proposed PUD includes large, centrally located green spaces that will provide a fantastic amenity for all residents as it is within walking distance of all living units.

#### **c. Size.**

Overall site = 38.1 acres  
Plat phase 1 area = 15.0 acres

#### **d. Residential density.**

Gross density = 5.38 du/ac  
Net density = 6.66 du/ac (*calculation is gross density of land less open bodies of water, public ROWs, and private road easement*)

#### **e. Housing variety.**

The proposed overall development will contain a variety of housing types including:

- 70-foot-wide single family detached lots
- 50-foot-wide single family detached lots

- Front loaded garage townhomes (two, four, and six unit buildings)
- Rear load garage townhomes (six and eight unit buildings)

However, the site plan area included in this application will only include townhomes.

**f. Utilities.**

The PUD will be served by both public watermain and public sanitary sewer.

**g. Ownership and control.**

The property is currently under a purchase agreement with EB Real Holdings LLC and Paramount Development Corporation is the applicant and developer. Both entities have the same ownership. In addition, the application was signed by the current property owner and seller, Gary Salmon, Trustee of the Virginia L Salmon Trust. Closing is scheduled to take place on October 28, 2025.

**h. Recognizable public benefit.**

- The proposed PUD will include a complementary mix of housing types that will offer a variety of styles and price points and will foster community for every generation.
- The proposed PUD will connect the preserved open space through a looped sidewalk/trail system that will connect each home to the central gathering spaces within the townhome area.

**ii. Identification of present owners of all land within the proposed project:**

*Virginia L Salmon Trust - Gary Salmon (Trustee)*

**iii. Explanation of the proposed character of the PUD, including a summary of acreage by use, number and type of dwelling units, gross residential density, area and percent of the project to be preserved as common space, minimum lot sizes by type of use.**

The proposed PUD will be characterized by a close-knit community atmosphere. By providing a variety of housing styles we invite diversity of product and price points and therefore create a community that can span generations. The community will invoke charm with intentionally designed details including added curvature in the streets, great landscaping, and a focus on the large community green spaces that will act as a central gathering feature for all residents and loosen up the overall feel.

The project will include:

TYPE	ACREAGE	TOTAL
70-Foot Single-Family Lots	9.8 acres	35 Lots
50-Foot Single-Family Lots	10.6 acres	46 Lots
Front Loaded Townhomes	5.6 acres	1 2-Unit Building 6 4-Unit Buildings <u>8 6-Unit Buildings</u> Total: 74 Units
Rear Loaded Townhomes	4.0 acres	7 6-Unit Buildings <u>1 8-Unit Building</u> Total: 50 Units
Roadways/Parking/Sidewalks	<i>*Included in individual area calculations where abutting</i>	3,820 LF Public Road 1,250 LF Private Road 9,770 LF 5' Sidewalk 45 additional parking spaces
Green Space	7.9 acres	20.8%

**TOTAL: 205 UNITS**

**GROSS RESIDENTIAL DENSITY: 5.38 DU/AC**

**NET RESIDENTIAL DENSITY: 6.66 DU/AC**

***MINIMUM LOT REQUIREMENTS:***

**70-Foot Single-Family Lots**

MIN. LOT AREA	8,000 SF
MIN. LOT WIDTH	70 FT
ROAD STYLE	60 FT ROW, 30 FT B-B CURB (PUBLIC)
MIN. SETBACKS	FRONT: 35 FT (*9 FT SECONDARY FRONT YARD SETBACK) SIDE: 7 FT (14 FT TOTAL) REAR: 30 FT

**50 Foot Single-Family Lots**

MIN. LOT AREA	5,400 SF
MIN. LOT WIDTH	50 FT
ROAD STYLE	60 FT ROW, 30 FT B-B CURB (PUBLIC)
MIN. SETBACKS	FRONT: 25 FT (*6 FT SECONDARY FRONT YARD SETBACK) SIDE: 6 FT (12 FT TOTAL) REAR: 25 FT

### Front Loaded Townhomes

GARAGE TO PVMT (NO WALK)	28 FT
GARAGE TO 6' WALK	20 FT
BLDG TO PUB. ROW OR 6' WALK	5 FT (*SECONDARY FRONT YARD)
BLDG TO 52 <sup>ND</sup> ST ROW AND PUD BNDRY	30 FT
BLDG TO BLDG	16 FT
ROAD STYLE	PRIVATE: 52 FT ESMT, 24 FT PVMT PUBLIC: 60 FT ROW, 33 FT B-B CURB

### Rear Loaded Townhomes

BLDG TO PUBLIC ROW (SIDE)	10 FT (*SECONDARY FRONT YARD)
GARAGE TO PAVEMENT	24 FT
BLDG TO BLDG	16 FT
ROAD STYLE	PRIVATE: 52 FT ESMT, 24 FT PVMT

**iv. A complete description of any requested deviations from the minimum spatial or other requirements applying to the property.**

\*Per Sec. 90-419C. Detached Single Family Residential must abide by R-2 standards, while Attached Single Family Residential must abide by R-4 standards, therefore, the deviations listed below are from the R-2 and R-4 standards by product type.

1. Detached garages shall be allowable for single-family dwellings. A deviation from section 90-409A(6) that requires attached garages for Single Family Detached homes.
2. 8,000 SF minimum lot area for the 70-foot-wide lots. A reduction of 400 SF from the 8,400 SF required per section 90-408A.
3. 5,400 SF minimum for the 50-foot-wide lots. A reduction of 3,000 SF from the 8,400 SF required per section 90-408A.
4. 50' lot width for the 50-foot-wide lots. A reduction of 15 feet from the 65 feet required.
5. 25-foot minimum front yard setback for Single Family Detached homes. A reduction of 10 feet from the 35 feet required per section 90-408A.
6. 24-foot minimum front yard setback (garage to edge of pavement) for the rear loaded townhomes. A reduction of 11 feet from the 35 feet required.
7. 25-foot minimum front yard setback (garage to sidewalk) for the front loaded townhomes. A reduction of 10 feet from the 35 feet required. *\*Note that non-sidewalk fronting front-loaded townhomes will maintain 28-foot setback.*

8. 52<sup>nd</sup> Street front yard allowed to be 30 feet for the front loaded townhomes (specific to NE corner of site). A reduction of 5 feet from the 35 feet required.
9. Secondary front yard (side yard) allowed to be 5 feet for the front loaded townhomes, despite abutting a street having residences fronting. A reduction of 30 feet from the 35 feet required. *\*Secondary front yard is no different than front yard in R-4 district.*
10. Secondary front yard (side yard) allowed to be 10 feet for the rear loaded townhomes, despite abutting a street having residences fronting. A reduction of 25 feet from the 35 feet required. *\*Secondary front yard is no different than front yard in R-4 district.*
11. Side yard (secondary front) allowed to be 9 feet for 70-foot-wide lots, despite abutting a street having residences fronting. A reduction of 11 feet from the 20 feet required per section 90-409A.4.
12. Side yard (secondary front) allowed to be 6 feet for the 50-foot-wide lots, despite abutting a street having residences fronting. A reduction of 14 feet from the 20 feet required per section 90-409A.4.
13. 30-foot minimum rear yard setback for the 70-foot-wide lots. A reduction of 5 feet from the 35 feet required section 90-408A.
14. 25-foot minimum rear yard setback for the 50-foot-wide lots. A reduction of 10 feet from the 35 feet required section 90-408A.
15. 14-foot total side yard setback for the 70-foot-wide lots. A reduction of 4 feet from the 18 total combined feet required by section 90-408A.
16. 6-foot single side yard setback for the 50-foot-wide lots. A reduction of 1 foot from the 7 feet required by section 90-408A.
17. 12-foot total side yard setback for the 50-foot-wide lots. A reduction of 6 feet from the 18 total combined feet required by section 90-408A.
18. 16-foot total side yard setback between all townhome units. A reduction of 4 feet from the 20 total combined feet required by section 90-419A.
19. A deviation from section 90-420A.5. to remove the requirement for a 25 foot wide front yard and secondary front yard greenbelt.
20. 30 feet back of curb to back of curb dimension for public road width (25 feet of blacktop). A reduction of 3 feet from both the blacktop width and the back of curb to back of curb width dimensions.
21. Private road allowable and proposed to be 25 feet back of curb to back of curb dimension with 24 feet of blacktop.
22. Michigan rooms and decks shall not be subject to rear yard setbacks and may project into required rear yard up to 6 feet, a deviation of 6 feet from section 90-306 that does not allow any projection into the required rear yard.

23. Other architectural features shall not be subject to front yard setbacks and may project into required front yard up to 6 feet, a deviation of 3 feet from section 90-306.

**v. An explanation of why the proposed development should be given a density bonus, if applicable.**

*Not applicable*

**vi. A general description of the proposed development schedule and anticipated phases.**

May 2025 - Nov 2025	Entitlement, construction plan review, permitting
December 2025	Bid Project
Mar-Sep 2026	Construction
September 2026	Paving

The above proposed schedule is intended for both proposed phase 1 projects (townhomes and phase 1 of the platted subdivision).

**vii. Intended agreement, provisions and covenants to govern the use of the development, approval of building materials/architectural styles, and open space areas to be preserved.**

Eastbrook communities are all governed by Homeowners Associations whether the development is a condominium, site condominium, or plat (or a combination of those development types). Covenants and Restrictions, Master Deeds, and/or Bylaws (respectively) will be drafted for review and approval by the City Attorney. In addition, Eastbrook communities are also governed by Architectural Control Committees that review and approve all decisions related to the exterior of the home and/or lot. Eastbrook Homes maintains a high standard for varying floorplans, elevations, and exterior colors to prevent homogeneity and encourage compatible yet differentiated design. The Architectural Control Committee's authority to review and approve exterior modifications remains even after the project is sold out.

**viii. Traffic impact analysis**

*A traffic analysis was completed and submitted to the City during the Preliminary PUD-4 review process.*

**ix. Sewer impact study**

*Per the Preliminary PUD-4 pre-application meeting, no sewer impact study is required at this time.*

**x. Proposed covenants and/or deed restrictions governing the use, design, maintenance, ownership, and control of development and common areas.**

*Proposed Covenants and Restrictions for the future platted lots and a proposed Master Deed for the condominium units have been submitted for review and approval. These documents restrict the use, describe the ownership, maintenance, control of development and common areas. In addition, these documents describe the role of the architectural control committee.*

**xi. Identification of the entity responsible for maintenance of common areas. Open space calculations, identifying the gross acreage and percent of lands to be preserved as common open space.**

*Articles of Incorporation will be filed for the future Property Owner's Association that will govern the Salmon's View community. This association will be responsible, either through self governance, or through a property management company, for the common areas. The developer will remain a part of the Board of Directors for the association and maintain the architectural control committee through the final sale in the community. The open space exhibit included within this submittal highlights the gross acreage of open space, but the "townhouse open space" specifically references the common open space.*

**xii. Restriction or requirements regarding architectural style and/or building materials.**

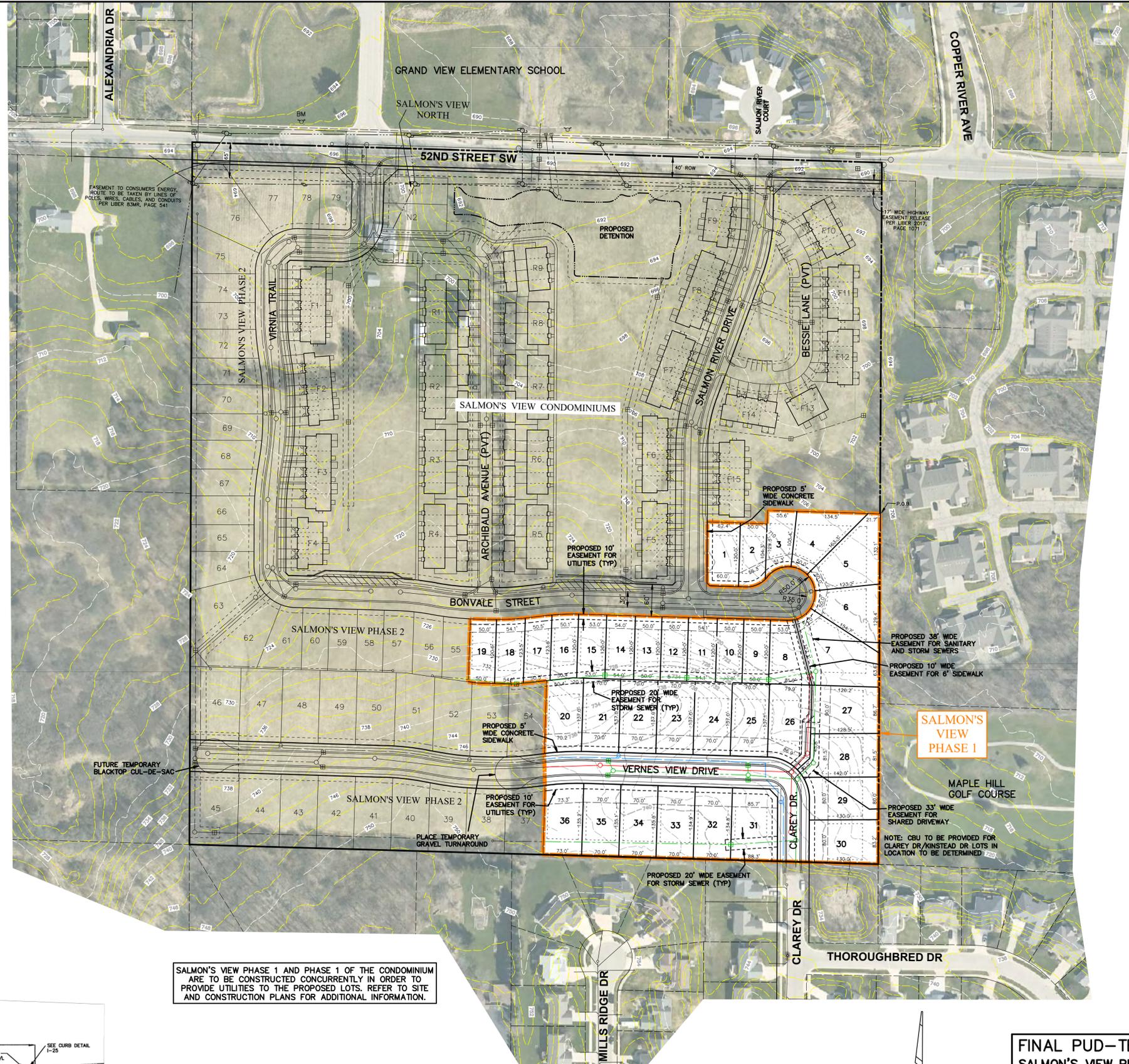
*Included within this submittal package is a sample architectural pattern book of some of the floorplans and exterior elevations to be included in the Salmon's View community. These are not all inclusive but provide a quality sampling of the proposed architectural styles. It is also important to note that part of the role of the architectural review committee and the sales team is to review the home plan, elevation style, and exterior color choices by each buyer to prevent duplication and maintain a variety in the streetscape.*

**xiii. Improvements that would be the responsibility of the developer such as construction of roads, parks, utilities, pathways, sidewalk, and other similar elements.**

*The developer will be responsible for the construction of all roads, pathways, and sidewalks. Installation of public utilities and coordination of installation of private (franchise utilities). Finally, the developer will also be responsible for the construction and installation of park spaces, landscaping, signage, and amenities.*

**General Notes:**

- Proposed Salmon's View No. 1 description:  
Part of the NW 1/4 of Section 32, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 Corner of said Section; thence S00°17'30"W 657.45 feet along the East line of the NW 1/4 of said Section 32 and the West line of The Villas at Rivertown (Kent County Condominium Subdivision Plan No. 804, as recorded in Instrument No. 20130107-0001993) to the POINT OF BEGINNING of this description; thence S00°17'30"W 656.50 feet along said East and West lines to the SE corner of the NE 1/4 of said Section 32; thence N88°21'42"W 631.31 feet along the South line of the NE 1/4 of the NW 1/4 of said Section 32 and the North line of Mills Ridge (as recorded in Instrument No. 200606190069134); thence N01°44'07"E 129.18 feet; thence N01°19'28"W 60.28 feet; thence N01°44'07"E 136.05 feet; thence S83°50'26"W 60.60 feet; thence N88°15'53"W 70.00 feet; thence N81°46'15"W 17.13 feet; thence N01°44'07"E 118.11 feet; thence Easterly 6.77 feet along a 530.00 foot curve to the left, the chord of which bears S87°53'58"E 6.77 feet (central angle = 0°43'54"); thence S88°15'53"E 25.67 feet; thence Easterly 79.68 feet along a 530.00 foot curve to the left, the chord of which bears N87°25'42"E 79.68 feet (central angle = 8°36'50"); thence N83°07'17"E 26.53 feet; thence Easterly 70.66 feet along a 470.00 foot curve to the right, the chord of which bears N87°25'42"E 70.59 feet (central angle = 8°36'50"); thence S88°15'53"E 388.29 feet; thence Easterly, Northerly and Westerly 203.44 feet along a 50.00 foot curve to the left, the chord of which bears N24°49'47"W 89.44 feet (central angle = 233°07'49"); thence Southwesterly 46.36 feet along a 50.00 foot curve to the right, the chord of which bears S65°10'12"W 44.72 feet (central angle = 53°07'48"); thence N88°15'53"W 68.03 feet; thence N43°59'11"W 7.16 feet; thence N00°17'31"E 115.04 feet; thence S88°15'53"E 112.39 feet; thence N01°44'07"E 25.00 feet; thence S88°15'53"E 211.97 feet to the Point of Beginning.
- Phase 1 size:  
Gross acreage: 8.04 acres
- 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: ER - Estate Residential
- Proposed Zoning: PUD-4
- 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' \*\*
 \*\*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.
- Proposed Improvements
  - Sidewalk in public street ROW shall be installed as shown on plan at time of home construction.
  - 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 and supplemented onsite.
  - 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.



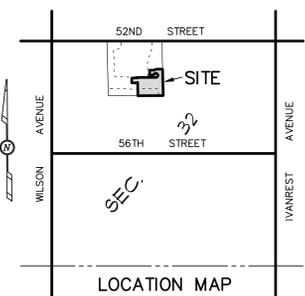
BENCHMARK ELEVATION 696.95  
TOP OF NE FLANGE BOLT ON HYDRANT,  
NORTH SIDE 52ND STREET, 130'± WEST OF  
ENTRY TO GRAND VIEW ELEMENTARY SCHOOL

**50' MIN. WIDE LOT SIZES**

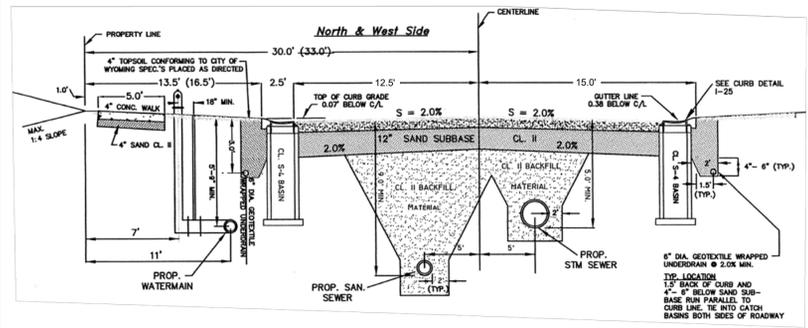
Lot No.	Sq.Feet	Area	Lot No.	Sq.Feet
1	7293	11	6492	
2	5824	12	6000	
3	5736	13	6000	
4	9579	14	6480	
5	12206	15	6360	
6	10292	16	6071	
7	15282	17	6137	
8	7711	18	6574	
9	6000	19	5985	
10	6000			

**70' MIN. WIDE LOT SIZES**

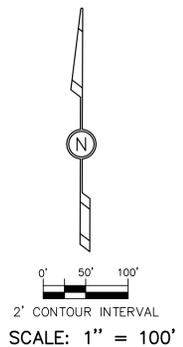
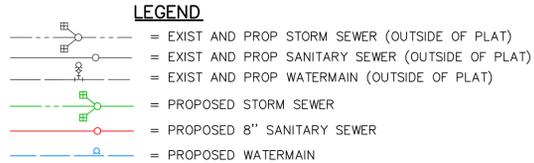
Lot No.	Sq.Feet	Area	Lot No.	Sq.Feet
20	9575	29	10564	
21	9590	30	10532	
22	9590	31	11546	
23	9590	32	9438	
24	9590	33	9446	
25	9590	34	9454	
26	11588	35	9462	
27	11328	36	9720	
28	11039			



SALMON'S VIEW PHASE 1 AND PHASE 1 OF THE CONDOMINIUM ARE TO BE CONSTRUCTED CONCURRENTLY IN ORDER TO PROVIDE UTILITIES TO THE PROPOSED LOTS. REFER TO SITE AND CONSTRUCTION PLANS FOR ADDITIONAL INFORMATION.



ALL UTILITIES ARE SHOWN CONCEPTUALLY



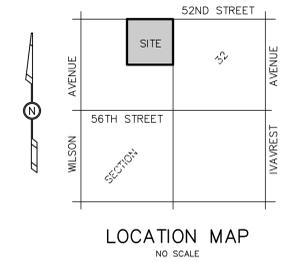
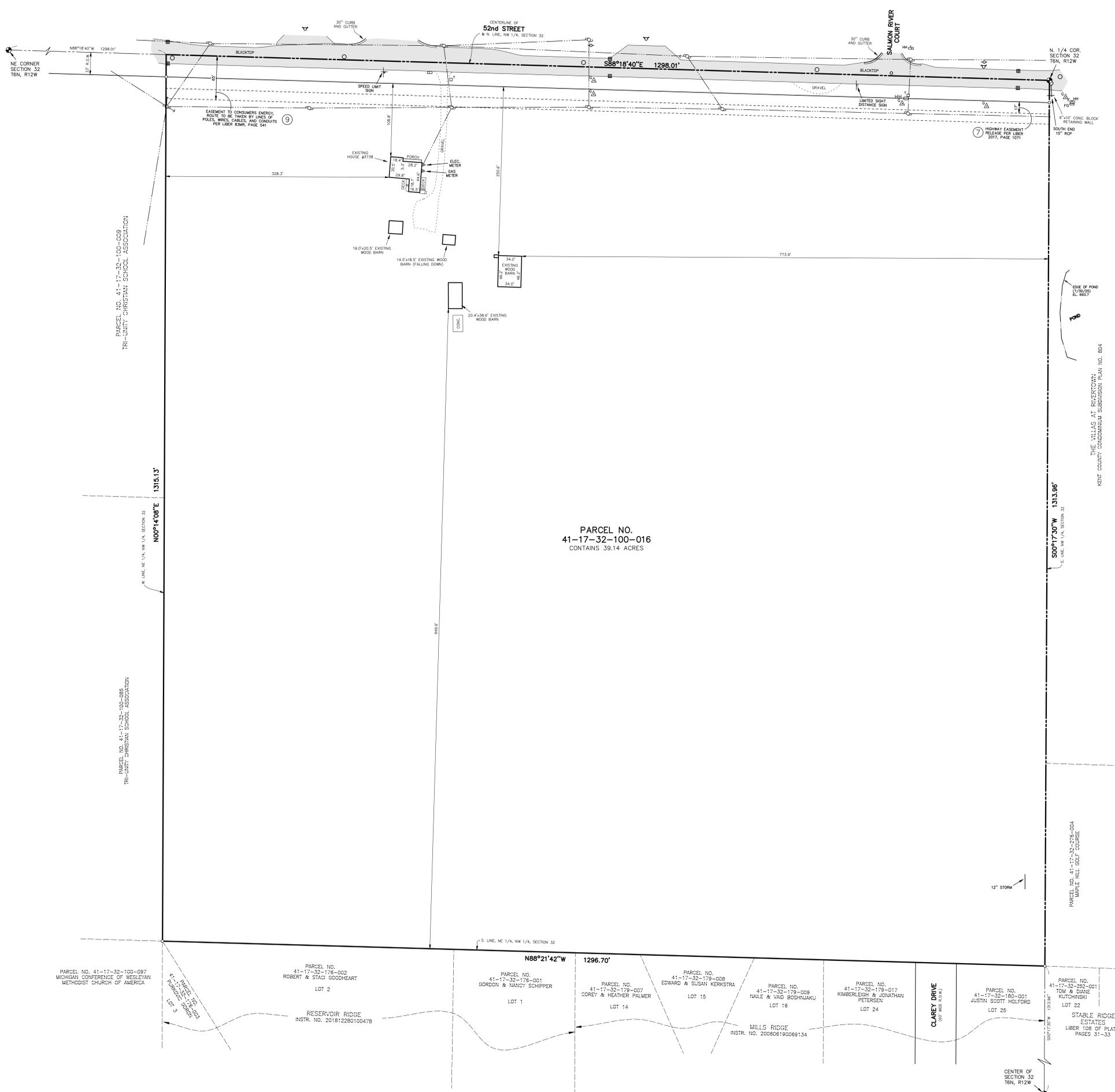
**FINAL PUD-TENTATIVE PRELIMINARY PLAT**

**SALMON'S VIEW PHASE 1**  
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



11/06/25	REV LOT 3 AREA	JDR	APPROVED BY: JSV	PROJ. ENG.: JSV	SHEET
DATE	REVISION	BY	FILE NO.: 251185E	DATE: 10/16/25	1 of 1

P:\Projects\2025\251185-F.dwg\_PP-PH: 11/16/2025 11:16:07 AM, jtool



**Property Description** (based on Commitment No. 1030324):  
 The Land referred to herein below is situated in the City of Wyoming, County of Kent, State of Michigan, and is described as follows:  
 The North East quarter (1/4) of the North West quarter (1/4) of Section Thirty Two (32), Town Six (6) North, Range Twelve (12) West.  
 (for informational purposes only)  
 Tax Parcel ID: 41-17-32-100-016  
 Property Address: 3738 52nd Street SW, Wyoming, MI 49418

- Notes regarding Schedule B - Section II Exceptions (see Note 1 for title commitment information). (Numbers correspond to specific exceptions listed)
- Exception ⑦ Right of Way in favor of Consumers Power Company, a Maine corporation authorized to do business in Michigan and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 83 of Miscellaneous Records, page 541. (shown hereon)
  - Exception ⑨ Highway Easement Release in favor of the City Commission of the City of Wyoming and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 2017, page 1017. (shown hereon)

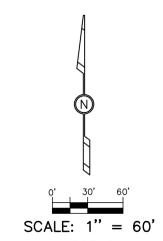
- Notes:
1. Description and easements of record are based on First American Title Insurance Company commitment No. 1030324, with a commitment date of April 21, 2025.
  2. Bearings are based on the North line of the NW 1/4 of Section 32 as S88°18'40"E
  3. This property contains 39.14 acres
  4. There were no painted parking spaces observed on this site on the day of survey.
  5. The dimensions of the structures shown hereon are based on exterior building measurements at ground level.
  6. Utility structures visible on the ground surface have been located and shown per actual measurements. Lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted.
  7. This property can be accessed from 52nd Street, which is a public right-of-way.

**SURVEYOR'S CERTIFICATE**  
 WE HEREBY CERTIFY to:

- EB Real Holdings LLC, a Michigan limited liability company
- Paramount Development Corporation
- Eastbrook Homes, Inc.
- First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 4, 7a, 8, 9 and 13 of Table A thereof. The field work was completed on May 06, 2025.

Date of Map: September 04, 2025  
 Kenneth J. Vierzen P.S. 4001051491



- LEGEND**
- = IRON STAKE FOUND
  - = IRON STAKE SET
  - = SECTION CORNER
  - ⊕ = UTILITY POLE & GUY WIRE
  - ⊕ = LIGHT POLE
  - ⊕ = SIGN
  - ⊕ = HYDRANT
  - ⊕ = WATERMAIN VALVE
  - ⊕ = GAS VALVE
  - ⊕ = CATCH BASIN
  - ⊕ = MANHOLE
  - ⊕ = MAILBOX
  - ⊕ = HAND HOLE
  - ⊕ = TELEPHONE BOX
  - ⊕ = ELECTRIC BOX
  - ⊕ = BURIED FIBER OPTIC MARKER
  - ⊕ = BURIED GAS LINE MARKER
  - = FENCE LINE
  - = OVERHEAD WIRES

**ALTA/NSPS LAND TITLE SURVEY**  
**FOR: 3738 52nd STREET SW, WYOMING, MI**  
**RE: EASTBROOK HOMES**  
**ATTN: MICHAEL 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

**excel engineering, Inc.**  
 planners · engineers · surveyors  
 5252 Clyde Park, S.W. • Grand Rapids, MI 49509  
 Phone: (616) 531-3665 www.excelengineering.com

DATE	REVISION	BY	FILE NO.	251185E	DATE	09/04/2025	SHEET	1 of 1
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\\2017\Public\Projects\2025\251185\Drawings\251185-ALTA.dwg - ALTA.dwg



**REQUIREMENTS:**  
 1 SHADE TREE WITH MIN. D.A. OF 2.5" OR 1 EVERGREEN TREE 6' OR TALLER PER 50' OF STREET FRONTAGE.  
 WITH 1500 LF OF STREET FRONTAGE ALONG 52ND ST. THIS IS 60 TREES AND WITH 3000 LF OF INTERIOR STREET FRONTAGE THIS IS 80 TREES.

**PROPOSED:**  
 52ND STREET FRONTAGE - 80 TREES  
 INTERIOR ST. FRONTAGE - 117 TREES

- SYMBOL LEGEND**
- SHADE TREE 2.5" MIN.
  - COLUMNAR SHADE TREE 2.5" MIN.
  - ORNAMENTAL TREE 1.5" MIN.
  - DWARF ORNAMENTAL TREE 5-6'
  - EVERGREEN TREE 7-8' MIN.
  - UPRIGHT EVERGREEN TREE 6-7' MIN.
  - LANDSCAPE BED PLANTINGS
  - DRAINAGE DIRECTION
  - BERRY CONTOUR LINES
  - BOUNDARIES

PROPOSED 6" WIDE CONCRETE SIDEWALK

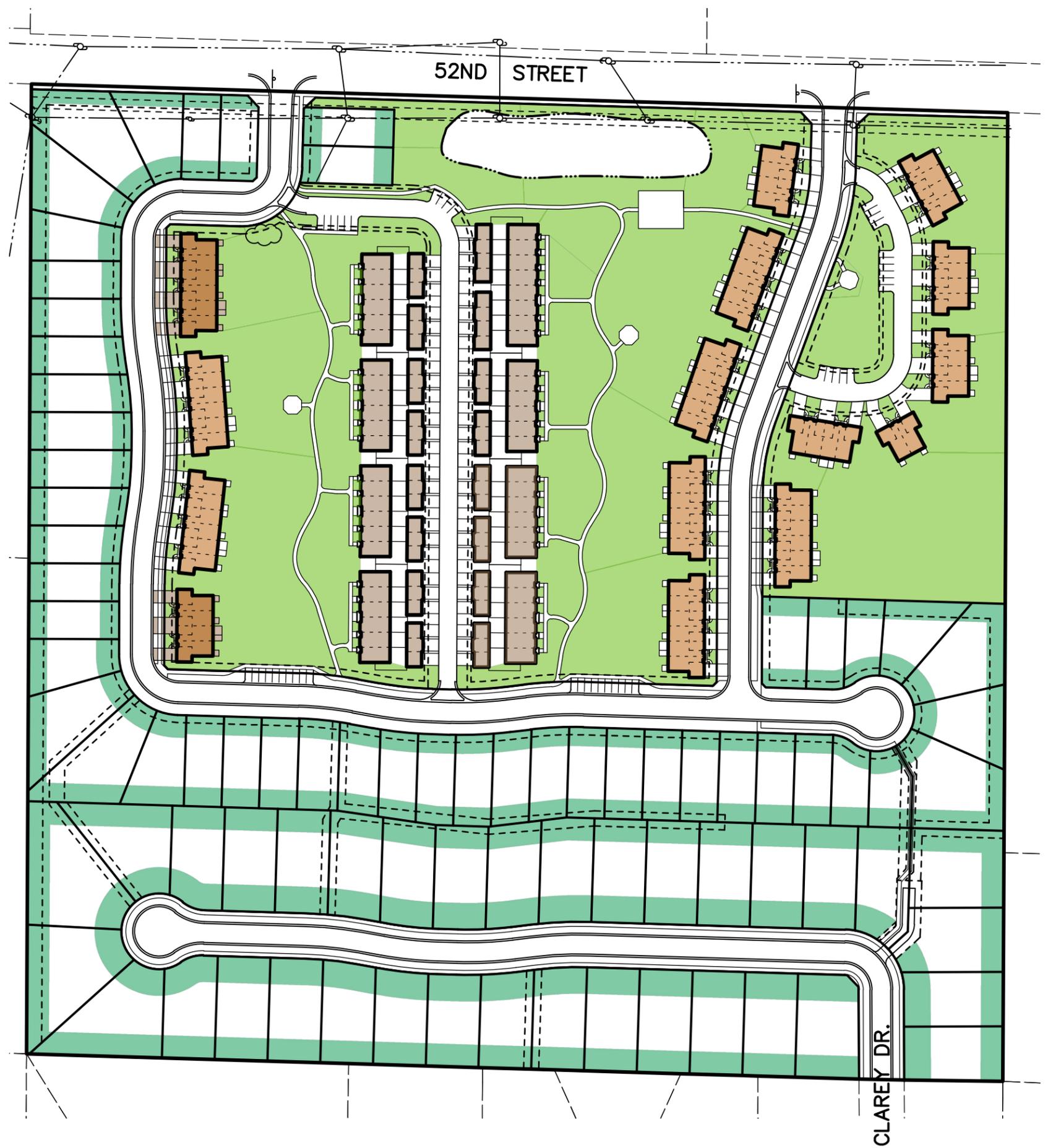
**SALMON'S VIEW**  
 A PARAMOUNT DEVELOPMENT CORP. PROJECT  
 WYOMING, MICHIGAN

DESIGNED BY	S. COOK
DATE	9/27/25
SCALE	1" = 50'

L-1

No.	Revision/Issue	Date

P:\Projects\2025\251185\Drawings\251185-P.dwg\_OPENSPACE\_6/11/2025 11:03:58 AM .irpt



	TOTAL PUD AREA:	37.9 ACRES
	= TOWNHOUSE OPEN SPACE	9.0 ACRES
	= SINGLE-FAMILY OPEN SPACE	7.0 ACRES

**TOTAL OPEN SPACE: 16.0 ACRES (42.2%)**

**3738 52ND STREET SW PUD  
OPEN SPACE CALCULATION**



Scale 1" = 150'



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

FILE NO.: 251185E      DATE: 06/11/25

WYOMING PLANNING COMMISSION  
AGENDA ITEM  
NO. 5

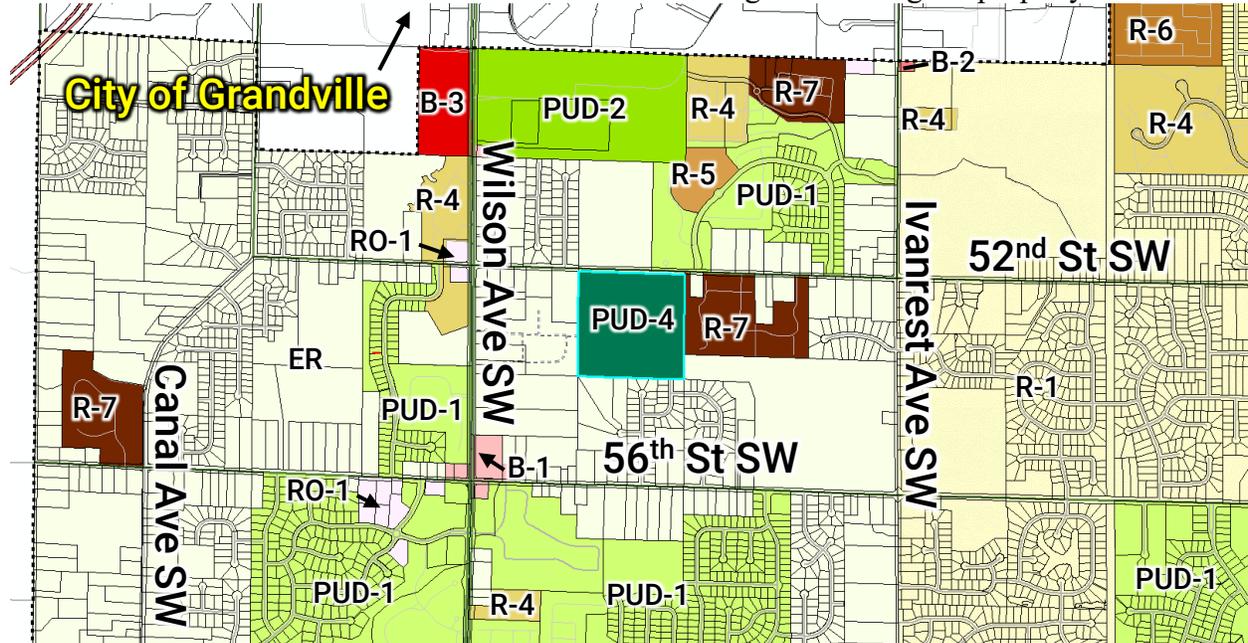
**DATE DISTRIBUTED:** November 10, 2025  
**PLANNING COMMISSION DATE:** November 18, 2025  
**ACTION REQUESTED:** Request for Preliminary Plat-Tentative Approval  
**REQUESTED BY:** Paramount Development Corporation, Virginia L Salmon Trust  
**REPORT PREPARED BY:** Joe Blair, Planner II  
Colton Hyble, Planner I

**GENERAL LOCATION DESCRIPTION:**

The property is located at 3738 52<sup>nd</sup> Street SW. The property is approximately 38.14 acres and is located along 52<sup>nd</sup> Street SW, southeast of the intersection of 52<sup>nd</sup> Street SW and Wilson Avenue SW. The proposed plat is approximately 8.03 acres and is located on the southeastern portion of the property.

**EXISTING ZONING CHARACTERISTICS:**

This site is zoned PUD-4 General Planned District. Zoning surrounding the property follows:



North: ER Estate Residential, PUD-1 Low Density Planned Unit Development, PUD-2 Commercial Unit Development, R-5 Residential District, R-4 Residential District, B-3 Planned Shopping Business District, R-7 Residential District, *City of Grandville*  
South: ER Estate Residential, PUD-1 Low Density Planned Unit Development, B-1 Local Business District, R-4 Residential District  
East: R-7 Residential District, ER Estate Residential, R-1 Residential District

**EXISTING LAND USE:**

The site is a vacant 38.14-acre parcel. Uses surrounding the site are the following:



North: Residential - Education, Single Family, Multi-Family, Retirement Community, Place of Worship, Commercial - Retail, Business Recreation, Restaurant

South: Residential – Single Family, Multi-Family, Commercial – Restaurant, Automobile Repair, Contractor

East: Residential – Single Family, Multi-Family, Place of Worship, Commercial – Business Recreation

West: Residential – Single Family, Multi-Family, Assisted Living Facility, Education, Place of Worship, Commercial – Financial Institution, Medical Office

**PROJECT INFORMATION:**

The applicant is requesting to develop an existing single-family lot into a new mixed-type residential subdivision. The northern portion of the site will be developed – in 2 phases – into a series of 23 townhome buildings, containing 124 units. However, the west and southern portions of the site will be developed – in 2 phases – to include 81 platted parcels. Phase 1, which is currently proposed, will include 36 platted lots; 19 50-foot lots along “Bonvale Street”, connected to the townhome development, and 17 70-foot lots along “Vernes View Drive”, connected to the existing Clarey Dr. subdivision. The 50-foot lots will be served by a new public road, while the 70-foot lots will be served by a new public cul-de-sac road, extended from Clarey Dr. Both sets of platted lots will be served by public utilities.

The platting of property is a three-step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation, and street layout, with preliminary engineering.

The second step is Preliminary Plat – Final Approval, which provides full engineering detail for the construction of the plat.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

The proposed 50-foot lots have been developed to the previously established PUD-4 zoning standards. Minimum dimensional requirements for the PUD-4 District are:

	<b>Required (50ft Lot)</b>	<b>Provided (50ft Lot)</b>
Lot Area	5,400 sq ft.	5,736 – 15,282 sq ft.
Lot Width	50 ft.	50 - 60 ft.
Front Setback	25 ft.	25 ft.
Secondary Front Setback	6 ft.	10 ft.
Rear Setback	25 ft.	25 ft.
Side Setback (each)	6 ft.	6 ft.
Side Setback (total)	12 ft.	12 ft.

The proposed 70-foot lots have been developed to the previously established PUD-4 zoning standards. Minimum dimensional requirements for the PUD-4 District are:

	<b>Required (70ft Lot)</b>	<b>Provided (70ft Lot)</b>
Lot Area	8,000 sq ft.	9438 – 11,588 sf
Lot Width	70 ft.	70 – 86.9 ft.
Front Setback	35 ft.	35 ft.
Secondary Front Setback	9 ft.	20 ft.
Rear Setback	30 ft.	30 ft.
Side Setback (each)	7 ft.	7 ft.
Side Setback (total)	14 ft.	14 ft.

**STAFF COMMENTS**

1. This PUD is governed by an Overall Development Plan that was passed in August of 2025 by both Planning Commission and City Council.
2. This plat application is part of a package of two plat phases, and two townhome phases that will complete the Salmon’s View PUD. Phase 1 of the Salmon’s View Townhome development is also being proposed at the November 18<sup>th</sup> Planning Commission Meeting, but is procedurally independent of the Preliminary Plat – Tentative request.

**CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:**

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

The applicant’s plan boosts economic strength through the construction of the 36 platted homes in Phase 1 of the plat. Additionally, the plan addresses social equity through the development of mixed-type housing, with 10% of units in the development designated as affordable housing (80% AMI). The applicant is also working with ICCF to establish a Community Land Trust to help maintain this affordability. Lastly, the proposed plan helps maintain environmental quality through their retention of existing natural tree canopy and landscaping elements, which will be further outlined in the revised plans required by the City.

**PLANNING COMMISSION ACTION:**

The Development Review Team recommends the Planning Commission grant Preliminary Plat-Tentative Approval for Salmon’s View Phase 1 and recommend the same to the City Council.

**DEVELOPMENT REVIEW TEAM:**

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community and Economic Development

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE  
AN AMENDED CONTRACT WITH HOME REPAIR SERVICES OF KENT COUNTY, INC

WHEREAS:

1. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the need to maintain housing stock through homeowner rehabilitation programs.
2. The City desires to invest an additional \$30,000.00 in support of two programs administered by Home Repair Services of Kent County, namely a Minor Home Repair Program and an Access Modification Program for persons with disabilities, in its efforts to maintain community housing stock. The amended contract will have a value of \$120,000.00.
3. The Wyoming City Council has approved the 2025-2026 budget, which includes rehabilitation services. These funds shall be available in Account No. 251-701-69426-956.085

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached amended Home Repair Activities Agreement with Home Repair Services of Kent County, Inc.
2. The Wyoming City Council authorizes the City Manager to sign the contract and all necessary legal documents as may be required.

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 1, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Agreement

Staff Report

Date: November 19, 2025

Subject: Community Development Block Grant Subrecipient Contracts

From: Paul Smith, Assistant Director of Community and Economic Development

CC: John Shay, City Manager  
Nicole Hofert, Deputy City Manager

Meeting Date: December 1, 2025

---

**RECOMMENDATION**

It is recommended the City Council enter into an amended contract with Home Repair Services of Kent County for \$120,000 for the 2026 fiscal year. Funding is provided through the Community Development Block Grant restricted funds for the period of July 2025 through May 2026.

**ALIGNMENT WITH STRATEGIC PLAN**

- PILLAR 1 – Community
  - GOAL 2 – Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life.

**DISCUSSION**

In September 2025, the Wyoming City Council authorized the City Manager to sign an agreement with Kent County Community Action to administer the City’s CDBG award. As a part of the transition process, City staff and the Community Development Committee have been working to spend down any remaining funds from prior years. In its October 2025 meeting, Community Development Committee recommended that the current contract with Home Repair Services of Kent County be increased from \$90,000 to \$120,000.

The City of Wyoming Five Year 2021-2026 Consolidated Plan identifies 10 priority needs, including home rehabilitation. One of the ways that the City uses CDBG funds to address this goal is to contract with Home Repair Services of Kent County. This well-respected non-profit provides minor home repairs and accessibility modifications to 50 low/moderate-income households for the purpose of providing decent affordable housing. The Wyoming City Council approved the 2025-2026 subrecipient contract for Home Repair Services for \$90,000 and the Community Development Committee recommends amending that contract to \$120,000 to allow Home Repair Services to serve an additional 10 low/moderate-income households.

**BUDGET IMPACT**

Sufficient funds are available in Home Repair Services of Kent County (251-701-69426-956.085) and Rehab Loans (251-701-69426-956.045).

**ATTACHMENTS**

Resolution To Authorize  
Contract

# CITY OF WYOMING

## SUBRECIPIENT CONTRACT (HOME REPAIR SERVICES OF KENT COUNTY, INC.)

This Subrecipient Contract is made as of July 1, 2025, to be effective through June 30, 2026, between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509 (City), and Home Repair Services of Kent County, Inc., a Michigan non-profit corporation of 1100 Division Ave S, Grand Rapids, MI 49507 (Subrecipient).

### RECITALS

- A. City is a recipient of Community Development Block Grant (CDBG) funds (CDBG Funds) from the United States Department of Housing and Urban Development (HUD) and wishes to engage Subrecipient to perform certain services and activities for City residents using a portion of its CDBG Funds.
- B. Subrecipient's mission includes providing various housing services to low-income persons and Subrecipient has worked with City and others to provide such services using CDBG funds.

### TERMS AND CONDITIONS

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

1. **Program Objectives.** The program objectives of this Contract (**Program Objectives**) are (i) for the Minor Home Repair Program - to provide small home repairs to single-family owner-occupied households for low/moderate income homeowners, and (ii) for the Access Modification Program - to modify the homes of eligible persons with significant mobility impairment(s) to improve accessibility and usability of those houses for participants who may be homeowners or renters. City will use the Program Objectives to determine the impact and effectiveness of Subrecipient's services and activities under this Contract.
2. **Subrecipient's Services.**
  - A. Subrecipient services for both the Minor Home Repair and Access Modification Programs will include:
    1. Subrecipient will accept all requests from eligible persons desiring home repair assistance. Subrecipient will investigate the nature of the assistance desired and needed and take an application for that assistance or place the request on a waiting list. When demands for Minor Home Repair and Access Modification Program exceed Subrecipient's ability to supply the services, Subrecipient will maintain a waiting list for services. When the annual maximum has been reached for a location, the client's name may be placed on a waiting list for the next contract year.
    2. Priority for the provision of Subrecipient's services will be given to especially vulnerable applicants and especially serious health or safety repairs so that the worst situations and/or cases are served first.
    3. Subrecipient will continue its client co-payment policy ensuring a fee is charged to clients for both Minor Home Repair and Access Modification Programs. Subrecipient's board of directors may amend its co-payment policy after written approval from the City's Director of Community Services. When Michigan Department of Health and Human Services (MDHHS) State Emergency Relief (SER) funds are combined with CDBG funds, SER funds are not considered program income.
    4. If Subrecipient encounters critically needed repairs that would exceed the annual limits of the Minor Home Repair and Access Modification Programs, Subrecipient will refer those situations to other repair/rehab programs including, but not limited to, other Subrecipient and/or City programs and the inspection reports and cost analysis information developed by the Minor Home Repair and Access Modification Programs will be provided to those programs. When Subrecipient encounters conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, Subrecipient may engage a licensed subcontractor to provide the small home repair, provided total costs do not exceed the annual maximum per location established in this Contract.
    5. Subrecipient or its designee will verify applicant eligibility using the criteria in this Contract. Income guidelines for Minor Repair and Access Modification programs shall be 50% of applicable HUD area median income (AMI) or, upon discretion of the Subrecipient's Executive Director, up to 80% AMI. Subrecipient must verify financial eligibility of the client with income documentation, including, but not limited to, income tax returns, paystubs, W2s, award letters, and any other income documents as necessary. If income documentation is not available and/or collected, the case is ineligible for reimbursement from the City.
  6. Subrecipient and any of its officers, employees, volunteers, contractors, or other agents (**Subrecipient's personnel**) providing services under this contract will be properly licensed to provide those services in Michigan. If any of those services require any permits, Subrecipient or its agents will obtain them. Permit fees are eligible repair costs. Permits are to be maintained in the case file.
  7. Subrecipient will coordinate its activities with existing CDBG-funded organizations providing services within Subrecipient's area of Contract activities.
  8. Subrecipient will maintain insurance on its equipment and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.
  9. Subrecipient may provide up to 22 hours of on-the-job training in these Minor Home Repair and Access Modification Programs for its employees and those hours will not be charged against a homeowner's annual maximum.
  10. Subrecipient will adhere to the following additional guidelines: HRS may not begin work or commit funds to a repair project until the City of Wyoming has completed an Environmental Review. HRS will maintain records regarding lead for all projects. Records must document the amount of the repair and verify the amount of paint disturbed does not exceed HUD's de minimis threshold. Otherwise, proof of remediation must be retained in the file. Lead determination results are to be submitted with every environmental review request.

- B. In addition to what is provided in subsection A, Subrecipient services for the Minor Home Repair will include:

1. Subrecipient will provide minor repair services, including labor and materials of subcontracted repairs, to homes of low/moderate income homeowners. **Minor home repairs** are defined as tasks promoting the health, safety and economical utility consumption and protection of property including appurtenant structures of the residents of homes that are otherwise habitable. Subrecipient will make the minimal necessary repair(s) to correct the problem. Home improvement is not included within minor home repairs and decoration is not permitted. Attention should be paid, however, to aesthetic acceptability of the finished repair. Options regarding cost and appearance should be reviewed with the client to assure client satisfaction. Subrecipient's repairs will not necessarily bring the condition of a dwelling up to applicable building or housing code standards.
  2. Subrecipient will provide services in homes of eligible owner-occupants up to a maximum of \$5,000.00 per location throughout this Contract year. This limit may be exceeded with prior approval of Subrecipient's Executive Director, if funds are available.
  3. Labor costs applied toward the dollar limit per location will include only time at the work site, required worker breaks, traveling to and from the job site, working in the shop, buying materials and completing appropriate paperwork. The unit of service for this Contract will be a "**service hour**" which is defined as all the above plus site inspections and on-the-job training.
  4. Before beginning work in any home, Subrecipient will (i) review with each client receiving service which minor home repairs are most desirable for their home and (ii) confirm the client's choice of services prior to beginning the repair work. Subrecipient will also secure the client's signature on the service agreement upon satisfactory completion of the work.
  5. Co-payments made under this Contract will be program income. Program income shall be returned to the City monthly or quarterly.
  6. Subrecipient will not provide services to a mobile home unless it is permanently affixed to property owned by the occupant.
- C. In addition to what is provided in subsection A, Subrecipient services for the Access Modification Program will include:
1. The Access Modification Program will improve the accessibility of homes of persons with significant mobility impairment and may include but not be restricted to constructing and/or installing a ramp, doorway widening, handrails, bathroom grab bars, etc. Recipients must have received an Access Modification Survey conducted by a City-approved, qualified organization and only improvements listed on that survey shall be provided. Access modifications are limited to \$5,000.00 per location. This service is not to be provided to the same address more than once in the lifetime of the structure, unless authorized by Subrecipient's Executive Director in accordance with Subrecipient's rules governing such situations.
  2. Before beginning work in any home, Subrecipient will (i) review with each participant receiving service which modifications are to be performed and (ii) confirm the participant's choice to proceed with the program prior to beginning the modifications. Subrecipient will secure the client's signature on the service agreement upon satisfactory completion of the work.
  3. The Subrecipient will provide labor and subcontracted work for access modifications to be spread among low/moderate income households.
  4. The modification program will be available both to rental units as well as owner occupied units. For rental units, the landlord must give permission in writing to make the modifications and agree not to remove them if the disabled tenant moves out.
  5. Only those access modifications that are physically attached to the structure will be provided by this program.
  6. Wheelchair ramps or other exterior modifications may be provided anywhere in the City but shall not be constructed on a home 50 or more years old without approval of the Michigan State Historic Preservation Office.
  7. This service will not be available to housing units required to be accessible or adaptable under the Fair Housing Act.
  8. Co-payments made under this Contract will be program income. Program income will be returned to City either monthly or quarterly.
3. Repair Records and Warranties.
- A. Under both programs, Subrecipient's files will include invoices and payments made with a work list of tasks, materials and costs for the hours and the number of person-hours involved for each location. Any homeowner desiring a detailed report of labor and/or materials for a particular job shall be provided with this itemization upon request. Each case record shall show the homeowner's approval by the homeowner with a dated signature showing receipt of work completed without waiving Subrecipient liability. Further requirements may be introduced to facilitate quality control site visits.
  - B. Subrecipient will provide in writing to each recipient of services under this Contract a statement which constitutes a 12-month warranty to repair, without charge to the client, defective materials or workmanship. Opening of plugged drains, roof repairs, and patching concrete steps are excluded from this warranty. Subrecipient will maintain these records for 3 years.
4. Loss of Client Eligibility.
- A. Subrecipient may withhold services for 1-year and demand full restitution from any client who has defrauded the program. Subrecipient will provide City a detailed written description of each such case.
  - B. Subrecipient may deny all services to a client who has been physically or verbally threatening to Subrecipient's personnel. Subrecipient will provide City a detailed written description of each such case.
  - C. A client who refuses to sign a service agreement indicating satisfactory completion of work because of a conflict involving quality of work or warranty will be directed to Subrecipient's complaint policy.
  - D. Subrecipient may, after City's review and approval, either double the normal co-payment or refuse to perform services at locations showing serious neglect or intentional damage or abuse of a home.
5. Houses for Sale/Rental Units.
- A. The Subrecipient will not provide services to homes listed for sale.
  - B. Only 1-4-unit residential dwellings are eligible. In a dwelling with more than one unit, one of the units must be occupied by the participant.
  - C. Minor Home Repair will not be provided to the rental portions of owner-occupied multi-family houses unless:

1. The rental unit is occupied by a relative within and up to the second degree of consanguinity.
  2. Household income of the rental unit combined with the owner's household income falls within the income guidelines.
- D. Access Modifications shall be available to both homeowners and renters who meet the income guidelines.
6. **Cost Overruns.** Subrecipient has a limited ability to pay unanticipated costs. The dollar limit per location for repairs is established to help Subrecipient and the homeowner avoid extensive work which could reduce the total number of households to be assisted. Subrecipient will annually submit to City an annual report detailing the overruns of both programs
7. **Respect and Nondiscrimination.** City is committed to fairness, impartiality, courtesy, respect, and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, or consultants engage in for or on behalf of City. Accordingly:
- A. Subrecipient and Subrecipient's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. "Sex" means, for purposes of this provision, both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and Subrecipient's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.
- B. If Subrecipient or Subrecipient's personnel will, as part of work on this Contract, engage with others for or on behalf of City, Subrecipient must ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (i.e., those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Fair Treatment Policy (accessible at <https://www.wyomingmi.gov>) will comply with the language assistance requirement.
- C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies. It can also result in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance can also result in Subrecipient's ineligibility to bid on or enter future City contracts.
- D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient must so certify to City's purchasing director.
- E. Subrecipient must include provisions of subsections A through D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing relating to this Contract. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.
8. **Records, Reports, and Information.**
- A. In addition to other records required by this Contract, Subrecipient will create and maintain the following records:
1. Job cost reports that include a telephone (or cell) number and other identification of the homeowner and the number, and cost of units of labor and total cost of materials, labor, and subcontractors. Subrecipient shall identify all job cost report forms to assist in sample inspections. A reasonable effort must be made to obtain the homeowner's signed approval that "the work appears" satisfactory after completion of the work. A description of the work shall be kept in the client's file.
  2. Subrecipient must maintain inventory and financial records sufficient to document all inventory dispositions and financial transactions in compliance with CDBG regulations.
  3. Unless City otherwise approves in writing, Subrecipient will maintain all records related to this Contract, including financial records and accounts, for not less than 3 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 3-year period, Subrecipient will retain the records until all litigation, claims or audit findings involving the records have been resolved.
- B. Subrecipient will 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 consideration received pursuant to this Contract. Subrecipient's financial records and reports will conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
- C. Within 60 days of the signing of this Contract, Subrecipient will submit to City's Director of Community and Economic Development for City's review Subrecipient's "administrative practices and policies." The administrative practices and policies will include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the Subrecipient's board of directors adopting and/or readopting the original and/or revised administrative practices and policies.
- D. Subrecipient will maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household. By June 25, 2026, Subrecipient will submit the following reports in formats approved by City and will submit special reports when requested.
1. A quarterly performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical focus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how

the funds were obligated and expended in comparison to budget and projected geographical impact.

2. A quarterly unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

E. City, as a pass-through entity for Federal awards, is providing the following CFDA information to Subrecipient to be used for their single audit and any reporting to the federal government required by a non-profit organization:

Subrecipient Name – Home Repair Services of Kent County, Inc.

Subrecipient must comply with 24 CFR Part 24. Therefore, HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of a contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient must check all contractors, subcontractors, and vendors against the federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>. Subrecipient's Unique Entity Identifier – JF47NCJZB771

City Federal Award Identification Number – B-25-MC-26-0020

City Federal Award Date – July 1, 2025

Subaward Period of Performance Start & End Date – July 1, 2025-June 30, 2026

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient **\$90,000.00**

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - **\$90,000.00**

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – **\$90,000.00**

Federal Award Project Description – Rehabilitation-Home Repair Services: Low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing.

Name of Federal Awarding Agency – Department of Housing & Urban

Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; Unique Entity Identifier QHVEK7M73QS4; Director of Community & Economic Development Nicole Hofert, 616.530.3170.

CFDA Number and Name – 14.218; Community Development Block

Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

F. No work may begin on any property until Subrecipient submits the property to the City and receives Environmental Review clearance.

G. Subrecipient will make an appropriate effort to acknowledge City as a provider of funding in the Subrecipient's promotional and educational materials.

9. Certifications. Subrecipient must comply with the requirements and standards in 2 CFR 200.415 addressing certifications required to be included as a part of and submitted with all annual and final fiscal reports and vouchers for payment. The following is the specific certification language to be used:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. "I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

10. HUD §3 Training and Employment of Low- and Very-Low-Income Persons.

A. Section 3 of the Housing and Urban Development Act of 1968, 12 USC 1701u and 24 CFR 135 by which HUD implements that statutory provision (collectively, **HUD §3**), requires that employment and training opportunities generated by HUD-funded housing rehabilitation, housing construction, or public construction projects, to the greatest extent feasible, be given to low income persons (those whose household income is at or below 80% of AMI) and are located in the metropolitan area and to businesses that are owned by HUD §3 residents (51% or more) or that employ HUD §3 residents (at least 30% of their work force) or that subcontract work with HUD §3 businesses (25% or more of their subcontracts).

B. The work to be performed under this contract is subject to the requirements of HUD §3. The purpose of HUD §3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by HUD §3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

C. The parties will comply with HUD §3. As evidenced by this Contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with HUD §3.

D. Subrecipient will notify in writing each labor organization or representative of workers with which Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Subrecipient's commitments under this section and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice must describe the HUD §3 preference, and set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

E. Subrecipient will include the requirements of this section in every subcontract subject to compliance with HUD §3, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section, upon a finding that the subcontractor is in violation of HUD §3. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of HUD §3.

F. Subrecipient will certify that any vacant employment positions, including training positions, that are filled (i) after the Subrecipient is selected but before the contract is executed, and (ii) with persons other than those to whom HUD §3 requires employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under HUD §3.

G. Noncompliance with HUD §3 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

11. **Time of Performance.** On July 1, 2025, Subrecipient will commence performance of the services and activities required under this Contract. Subrecipient will continue to perform such services and activities until the expiration of this Contract on June 30, 2026, unless otherwise terminated pursuant to the terms of this Contract. **However, subrecipient must have expended at least 90% of the total program year contract amount AND invoiced the City of Wyoming for reimbursement no later than April 10, 2026.**

## 12. **Compensation and Payment.**

A. **The City of Wyoming does not guarantee reimbursement to subrecipient until the City receives the CDBG grant award from HUD. The City will notify the subrecipient when the new grant has been received and the subrecipient is authorized to expend funds. The City does not guarantee invoice reimbursement if the subrecipient chooses to expend funds prior to the City's written authorization.**

B. As full compensation for Subrecipient's satisfactory performance under and completion of this Contract, City will pay Subrecipient up to \$90,000.00 from City's CDBG funds for the two programs.

C. In no event will the total compensation and reimbursement, if any, to be paid to or on behalf of Subrecipient pursuant to this Contract, exceed the maximum sum of \$90,000.00 from City's CDBG funds.

D. Subrecipient agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.

E. Subrecipient agrees to expend the funds on a quarterly reimbursable basis, with the final monthly invoice due by June 25, 2026. Invoices must be submitted with accompanying receipts, property addresses, accomplishments, and program income.

F. Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding generally, and reimbursement for CDBG activities from City specifically. SAM registry is required prior to commencing any activities under this Contract.

G. Subrecipient must comply with 24 CFR Part 24. Therefore, HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient must check all contractors, subcontractors, and vendors against the federal publication that lists debarred and ineligible contractors found at <https://www.sam.gov>.

13. **Continued Funding.** City makes no implied or explicit guarantee, offer, or representation of future City funding beyond termination of this Contract. City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding under this Contract pursuant to the terms and conditions of Section 31.

14. **Financial Transparency.** Transparency and full disclosure relating to the sources and uses of public funds are important objectives to be accomplished by this Contract. Subrecipient will disclose it has received funding by the City CDBG Funds in support of its Home Repair and Access Modification programs. That disclosure will be posted on Subrecipient's website during the term of this Contract. Subrecipient will maintain an operational internet website accessible to the general public.

## 15. **Finance Procedures.**

A. Regardless of any other provision of this Contract, upon notice to Subrecipient, City, in its sole discretion, has authority to suspend, reduce, or disallow any payment(s) of funds to Subrecipient when Subrecipient's internal fiscal controls and records are changed without City's written approval, or when, in City's opinion, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.

B. Unearned payments under this Contract may be suspended by City upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of City.

C. Unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

16. **Donations and Fees.** Donations and fees received by Subrecipient in connection with provision of services with this Contract shall be included in Subrecipient's monthly financial reports in a balance sheet and operating statement presentation showing disposition of such donations and fees.

17. **Contract Modifications.** From time to time, City may expand, diminish, or otherwise modify the project objectives, scope of services, or any other contract provision related thereto, which Subrecipient is required to perform pursuant to this Contract if those modifications are mutually agreed upon by City and Subrecipient, and incorporated in signed, written amendments to this Contract after City's approval.

18. **Subrecipient's Failure to Perform.** Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.

A. City, in its sole discretion, will determine whether the work is satisfactorily completed.

B. If City determines the work or services provided under this Contract has not been performed in a timely or satisfactory manner, City shall notify Subrecipient and allow Subrecipient 10 days to cure that failure to perform.

C. If Subrecipient fails to cure as provided in subsection B, City may take any other action permitted by law or this Contract, including

but not limited to termination or reduction in payments to Subrecipient.

D. If Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, City may, in its sole discretion, reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

E. If Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, City, in its sole discretion and without notice, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided by this Contract.

F. If this Contract is terminated:

1. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Subrecipient with City funds pursuant to this Contract, will be City's property.

2. Subrecipient will receive just and equitable compensation for any work Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 18.F.3.b below.

3. Nothing in this Contract shall:

a. Deprive City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which City may respectively assert against Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or

b. Relieve Subrecipient of any liability to City for damages City sustains as a result of Subrecipient's breach of this Contract, and, if it sustains such damages, City may withhold as a set off any payments due Subrecipient until an exact amount of damages City sustained is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

#### **19. Audits and Inspections.**

A. At any time during normal business hours, and as often as the City may deem necessary to ensure proper accounting for all project funds, Subrecipient shall:

1. Make available to City's designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and

2. Permit City's designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and

3. Allow City's designated representatives to review such documents that are considered as backup to the operation of Subrecipient, regardless of funding source.

B. Within 180 days after the end of its fiscal year, Subrecipient will provide City an audit meeting the requirements of 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A Single Audit must be conducted if Subrecipient as a non-federal entity expends \$750,000 or more in total federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to City within 180 days after the end of its fiscal year. If a Single Audit is not required, Subrecipient must submit to City a letter of confirmation attesting to this effect within 180 days after the end of Subrecipient's fiscal year.

E. Subrecipient must furnish the amounts reported on Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within 180 days after the end of Subrecipient's fiscal year.

20. **Conflict of Interest.** Subrecipient represents and promises that it has conflict of interest and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities required of Subrecipient under this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract. Subrecipient shall establish safeguards to prohibit Subrecipient's personnel from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

21. **Assignment, Transfer of Interest, Subcontracting.** Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or obligation under this Contract without City's prior written consent. However, claims for money due or to become due to Subrecipient from City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent if Subrecipient promptly notifies City of any such assignment or transfer.

22. **Lobbying and Political Activities.** None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for propaganda designed to support or defeat any legislation pending before the United States Congress, Michigan Legislature, or City Council.

#### **23. Indemnification and Insurance.**

A. Subrecipient will hold City (defined for purposes of this section of include City's officers, employees, and other agents) from, indemnify City for, and defend City against all claims, demands, judgments, awards, lawsuits, arbitration or mediations, payments, liability or other amounts City is required or alleged to be obligated to pay due to any actions of Subrecipient or Subrecipient's personnel under or related to this Contract or due to any failure of Subrecipient to comply with any provision of this Contract. Insurance coverage specified in this Contract constitutes the minimum requirements and compliance with the insurance requirements will in no way lessen or limit Subrecipients obligations or liability under this provision or other parts of this Contract. Subrecipient shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgement, may be necessary for its proper protection in performing its obligations under this Contract. Subrecipient's obligations under this provision will continue even after expiration or termination of this Contract.

B. Subrecipient must, for the term of this Contract, carry the following insurance and before beginning any work, provide to the City proof of said insurance:

1. Commercial General Liability coverage for premises/operations, products/completed operations, independent contractors, personal injury and contractual liability. Coverage provided shall be primary and non-contributory to any coverage City may have in place. Minimum Limits:
  - Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence
  - Property Damage - \$1,000,000 per occurrence
  - General Aggregate - \$2,000,000 per occurrence
  - Products/Completed Operations - \$2,000,000 per occurrence
2. Automobile liability coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage the City may have in place. Minimum Limits:
  - Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence
  - Property Damage - \$1,000,000 per occurrence
3. Workers' Compensation and Employer's Liability with statutory limits - \$500,000 per occurrence.
4. The following language must be included on the Certificate of Liability Insurance and endorsements must be provided for the additional insured policy compliance: "The following shall be Additional Insured's on all insurance policies, with the exception of worker's compensation: City of Wyoming including all elected and appointed officers, employees, volunteers, boards, commissions, and/or authorities and their board members, employees, as their interests may appear."
5. All insurance providers shall be "A" rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).
24. **Legal Compliance.** In performing the services and activities under this Contract and fulfilling terms, conditions, obligations, covenants, agreements and stipulations of this Contract, Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations, orders, permit and license requirements, and enforceable guidelines. This also includes complying with applicable requirements, limitations, and precautions to reduce transmission of infectious diseases.
25. **Severability.** If any clauses, provisions or parts of this Contract are held invalid, the remainder of this Contract shall not be affected.
26. **Notices.** Unless otherwise specified in this Contract, all notices required under this Contract must be in writing and addressed to the parties at the addresses first written about. Notice will be made when received so the parties should hand deliver, deliver by a courier such as FedEx or UPS, or get an acknowledged receipt by USPS certified mail. Notice by e-mail, the receipt of which is confirmed by the recipient shall also meet the notice requirement.
27. **Waiver.** The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached will not be a waiver of that provision nor any other provision of this Contract.
28. **Confidentiality.** All reports, data, information, forecasts, records, and other information assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to federal and state requirements governing their disclosure or confidentiality and the parties shall each comply with those requirements.
29. **City Offices and Officers.** When this contract refers to a city office or officer, it includes the designees and superiors of that office or officers. City designates its Community & Economic Development Department and that department's director as the office and officer with authority and responsibility for administering this Contract.
30. **Federal Administrative Requirements.** This section lists certain administrative under the CDBG program Subrecipient will comply with the requirements and standards specified in the following federal regulations:
  - 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
  - Subpart K of 24 CFR570, "Other Program Requirements", except that Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.
  - Subpart J of 24 CFR570.504, "Program Income."
  - Subpart J of 24 CFR 570.502, "Applicability of Uniform Administrative Requirements."
31. **Contract Termination at City's Discretion.** Upon 30-days' written notice to Subrecipient, City may terminate this Contract and all of the City's obligations under this Contract, including any obligations to provide financial assistance. City may exercise its rights under this provision regardless of whether Subrecipient is in breach of provision of this Contract. After City provides written notice to Subrecipient, City will not be obligated to supply financial assistance in an amount greater than the average monthly payment to Subrecipient over the preceding months of this Contract. **Average monthly payment**, for the purpose of this section, shall be determined by totaling City's contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amounts expended over such period. City shall also compensate Subrecipient for any required expenses in excess of the average monthly payment in the amount not to exceed the total amount of this Contract.
32. **Assets Reversion.** When this Contract ends, Subrecipient must transfer to City any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies. Since no CDBG funds will be used for the acquisition or improvement of real property, disposition requirements are not necessary.

[Signed on next page.]

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

**City of Wyoming**

By: Kent Vanderwood  
Kent Vanderwood, Mayor

By: Kelli A. VandenBerg  
Kelli A. VandenBerg, Clerk

Date signed: 6/17, 2025

Approved as to form:

Heather Chapman

Heather Chapman, Deputy City Attorney

Approved by City Council on June 16, 2025

**Home Repair Services of Kent County, Inc.**

By: Adam Homan  
Adam Homan, Chairperson

Date signed: 6/12, 2025

By: Joel Ruiten  
Joel Ruiten, Executive Director

Date signed: 06/12/25, 2025

EXHIBIT A  
CONTRACT

# CITY OF WYOMING

## SUBRECIPIENT CONTRACT AMENDMENT #1

Home Repair Services of Kent County, Inc.

This Contract Amendment is to City Subrecipient Contract (Exhibit A) made as of July 1, 2025 (Effective Date) between the City of Wyoming (City) and Home Repair Services of Kent County, Inc., a Michigan non-profit corporation of 1100 Division Ave S, Grand Rapids, MI 49507 (Subrecipient).

### RECITALS

The parties wishes to add an additional \$30,000 to the Federal Award Committed to the Subrecipient by the Pass-Through Entity amount of this contract, for the purpose of Subrecipient requires additional home repairs services, not to exceed the new amount of \$120,000 total.

### TERMS AND CONDITIONS

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

1. The Grant has increased from \$90,000 to \$120,000 total, sections 8E and 12 B,C are amended, to reflect \$120,000 total grant award.
2. Subrecipient will perform the Work for the compensation stated in the Proposal.
3. All other terms of the City Subrecipient Contract remain in full effect.

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

#### City of Wyoming

By: \_\_\_\_\_  
John Shay, City Manager

Date signed: \_\_\_\_\_, 2025

Approved as to form:



\_\_\_\_\_  
Gregory T. Stremers, City Attorney

#### Home Repair Services of Kent County, Inc.

By:  \_\_\_\_\_  
[Signature of officer, director or principal of Professional]  
JOEL RUSTER  
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 11-5, 2025

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT AMENDMENT #2 FOR  
AUTOMOTIVE BODY REPAIR SERVICES

WHEREAS:

1. On November 1, 2021, City Council approved Resolution No. 27170 awarding a bid for automotive body repair services to the lone bidder Auto Body Xperts.
2. As detailed in the attached staff report AutoBody Xperts has provided the City with Contract Amendment #2 for automotive body repairs services through December 31, 2026.
3. It is estimated the City will spend approximately \$60,000 for the repair services through December 31, 2026.
4. It is recommended City Council accept the contract amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts Contract Amendment #2.
2. City Council authorizes the City Manager to sign Contract Amendment #2.

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 1, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Amendment #2

Resolution No. \_\_\_\_\_

**Staff Report**

Date: November 19, 2025  
Subject: Automotive Body Repair – Bid Extension  
From: Don Roest, Fleet Services Supervisor  
CC: Aaron Vis, Director of Public Works  
Meeting Date: December 1, 2025

---

**RECOMMENDATION:**

It is recommended that the City Council extend the bid for automotive body repair to Auto Body Xperts for the prices shown on the attached contract and authorize the City Manager to execute the contract.

**ALIGNMENT WITH STRATEGIC PLAN:**

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

**DISCUSSION:**

The City of Wyoming operates a fleet of approximately 300 vehicles. The vehicles range from mowers to fire trucks. Occasionally one of the vehicles is involved in an accident, and the damage sustained by the vehicles needs to be repaired. Accident damage typically requires unique skills, special tools and strict environmental regulation adherence. Because of the limited number of automotive body repairs, it is typically more economical to contract automotive body repair to an outside contractor.

In 2021, Auto Body Xperts was awarded the only bid for automotive body repair. Auto Body Xperts has consistently provided prompt, high-quality service throughout the past year and has agreed to extend the contract for an additional year. Their hourly rate for body and paint work will increase from \$45.00 to \$50.00 per hour, while the rate for material installation will remain unchanged at \$35.00 per hour. The attached contract outlines their hourly rates through December 30, 2026. It is estimated that the City will spend approximately \$60,000 on automotive body repair services in calendar year 2026.

**BUDGET IMPACT:**

Sufficient funds have been budgeted in the appropriate Motor Pool accounts.

# CITY OF WYOMING

## CONTRACT AMENDMENT #2

### Auto Body Xperts

This Contract Amendment is to the Auto Body Repair Contract made as of October 12, 2021 (Effective Date and Exhibit B) between the City of Wyoming (City) and Auto Body Xperts. (Contractor)

### RECITALS

- A. City wishes to add an additional year of services to the Auto Body Repair Contract. (Added Services). This Amendment and Contract will expire on December 31, 2026.
- B. Contractor submitted a proposal for the additional services, copy of which is attached as Exhibit A (Proposal):

### TERMS AND CONDITIONS

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

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

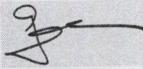
City and Contractor have signed this Contract as of the Effective Date.

#### City of Wyoming

By: \_\_\_\_\_  
John Shay, City Manager

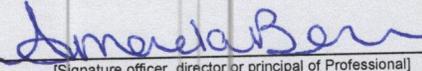
Date signed: \_\_\_\_\_, 2025

Approved as to form:



\_\_\_\_\_  
Gregory T. Stremers, City Attorney

#### Auto Body Xperts

By:   
\_\_\_\_\_  
[Signature officer, director or principal of Professional]  
Mandy Beroza  
\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 11/18, 2025



Good morning,

We would be happy to honor our agreed price for the City Of Wyoming per our contract with rates at body/paint \$50.00 and material at \$35.00. We enjoy our relationship with the city.

Any questions feel free to contact us!

Thank you

Mandy Beroza

Autobody X-Perts

3483 Highland Dr

Hudsonville, MI 49426

[aberoza@hudsonvillebodyshop.com](mailto:aberoza@hudsonvillebodyshop.com)

616-669-6692

**AUTO BODY REPAIR CONTRACT**

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

**Recitals**

City requested bids/proposals for the **Auto Body Repair** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of October 12, 2021 and related required materials (the "Bid") that was selected by City

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

"Contractor" means:

Auto Body Xperts - Hudsonville  
LEGAL NAME OF COMPANY

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

Collision - Michigan  
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the State in which it was formed

3483 Highland dr  
STREET ADDRESS

Hudsonville MI 49426  
CITY STATE ZIP CODE

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

**Terms and Conditions**

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

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

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

City of Wyoming

By: Jack A. Poll  
Jack A. Poll, Mayor

By: Kelli A. Vandenberg  
Kelli A. Vandenberg, City Clerk

Date signed: Nov. 4, 2021

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

Contractor

By: Amanda Berzga  
Signature for Contractor

Amanda Berzga  
Printed Name & Title of Person Signing

Date signed: 10/6/21

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT CONTRACT AMENDMENT #2 FOR  
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

WHEREAS:

1. As detailed in the attached staff report it is recommended City Council accept Contract Amendment #2 from The Architectural Group (T.A.G.) to provide professional architectural and engineering design services for Fire Stations #1 and #3.
2. It is recommended City Council accept the proposal for Fire Station #1 in the total amount not to exceed \$30,000.
3. It is also recommended City Council accept the proposal for Fire Station #3 in the total amount not to exceed \$33,000.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts Contract Amendment #2 from The Architectural Group (T.A.G.) to provide architectural and engineering design services.
2. City Council authorizes the City Manager to sign Contract Amendment #2.

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 1, 2025.

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract Amendment #2

Drawings

Resolution No. \_\_\_\_\_

## STAFF REPORT

**Date:** November 13, 2025  
**Subject:** Professional Architectural Design Services for Fire Stations 1 and 3  
**From:** Aaron Vis, Director of Public Works  
**Meeting Date:** December 1, 2025

---

### RECOMMENDATION:

It is recommended that the City Council accept a proposal from The Architectural Group (T.A.G.) to provide professional architectural and engineering design services for Fire Stations 1 and 3, at not-to-exceed costs of \$30,000 and \$33,000, respectively.

### ALIGNMENT WITH STRATEGIC PLAN:

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

### DISCUSSION:

The City has 4 fire stations that are supported by full-time fire staff. Fire Stations 2 (Division Ave.) and 4 (Burton St.) were expanded and remodeled in 2024. Earlier this year, conceptual remodel drawings and cost estimates were prepared for the remaining Fire Station 1 (36<sup>th</sup> St.) and Fire Station 3 (Gezon). Also at that time, a tour of these remaining stations was held with City Council to demonstrate the improvement need. Specifically, at Fire Station 1 the needs identified included the creation of individual bunk rooms and renovation of the kitchen and living area. Fire Station 3 needs included the creation of individual bunk rooms, renovating the kitchen and updating the living area, and reworking the office area for a dedicated conference room. The total costs for this work, as calculated earlier this year, was estimated to be \$575,000.

Due to the number of projects that facilities staff were managing earlier this calendar year, it was not possible to successfully manage the additional workload of these remodeling projects. So, the money budgeted for some of this work in FY25 was reappropriated to FY26, and an additional amount was budgeted in FY26 to provide an overall budget for this work of approximately \$625,000.00.

T.A.G. provided architectural design and bidding assistance for the Fire Station 2 and 4 expansion and remodeling projects. Earlier this year, they worked with fire and facilities staff to prepare the conceptual remodeling plans and cost estimates for Fire Stations 1 and 3 that were presented during the Council tour and that are attached to this staff report. Thus, they are familiar with City staff, needs, and processes specific to this remodeling work. T.A.G. also has an as-needed architectural design services contract with the City that is used for small projects.

Proposals were solicited from T.A.G. to perform final interior design, mechanical and electrical engineering design services, assist with bid preparation and evaluation, and assist with construction documentation and administration. The proposals received were for a not-to-exceed price of \$30,000 for Fire Station 1 and \$33,000 for Fire Station 3, on a time and materials basis using the hourly rates within the existing City contract.

**BUDGET IMPACT:**

Sufficient funds are available in Public Safety, Fire, Capital Outlay Account.

Attachments:

Fire Stations 1 and 3 Conceptual Floor Plans

# CITY OF WYOMING

## CONTRACT AMENDMENT #2 The Architectural Group Inc.

This Contract Amendment is to the Architectural and Design Services for Capital Improvement Projects and Renovations contract (Exhibit B) made as of September 4, 2024 (Effective Date) between the City of Wyoming (City) and The Architectural Group Inc. (Professional)

### RECITALS

- A. City wishes to add additional design services for the Proposed Fire Station #1 improvements project. (Added Services).
- B. City wishes to add additional design services for the Proposed Fire Station #3 improvements project. (Added Services).
- C. Professional submitted (2) proposals dated October 1, 2025, for the additional services, copies of which are attached as Exhibit A (Proposals):

### TERMS AND CONDITIONS

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

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

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

#### City of Wyoming

By: \_\_\_\_\_  
John Shay, City Manager

Date signed: \_\_\_\_\_, 2025

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

#### The Architectural Group Inc.

By:   
\_\_\_\_\_  
[Signature officer, director or principal of Professional]  
**Jay Miedema, Principal**  
\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 11/20, 2025

EXHIBIT A  
PROPOSALS

October 1, 2025

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

RE: **Proposed Fire Station #1 Improvements  
(Bunk Room and Kitchen Renovations)**  
1250 36<sup>th</sup> St SW  
Wyoming, MI 49509

**Aaron Vis:**

Please accept this letter for the Architectural and Engineering Design Services for the renovations to Fire Station #1 at 1250 – 36<sup>th</sup> St. in the City of Wyoming.

**Project Description:**

The proposed improvements include creating individual bunk rooms, renovating the kitchen and updating the living area. The total area of renovation will be approximately 1590 square feet.

The work includes interior design, mechanical and electrical engineering design services. The work anticipates open bidding to any area contractor that meets the schedule requirements and does not require prevailing wage requirements. Any additional work beyond the above description will only proceed when authorized by the City and on an hourly basis with an agreed upon cap.

We anticipate invoicing our Architectural Services on an hourly basis with the following fee:

<b>Total Architectural and Engineering Design Fees</b>	<b>\$30,000</b>
--	-----------------

Note: Services include Construction Documentation, and Construction Administration.

Any reimbursable expenses would be limited to mileage, printing and postage costs to the City of Wyoming. We propose an allowance of \$1,000.

The following items have been excluded from our services. These services or additional services can be requested and will be provided on an hourly basis upon your approval to proceed. They include the following:

1. Furniture design, layout, selections, or bidding (under a separate purchase order).
2. Fee paid for securing approval from authorities having jurisdiction including, but not limited to, application fees, review fees, escrow fees, and bonds associated with permitting.
3. Distribution of plans and specifications to Contractors will only be available electronically.
4. Changes or modifications, including preparation of bulletins and/or addenda for alternations requested by the Owner. Changes or modifications necessitated to clarify the architectural/engineering drawings and/or clarify municipal code issues will be provided at no additional charge.
5. Security, data and audio/visual design, layout or specifications.
6. Building Information Modeling (BIM).
7. Scope changes or additional services not in our scope of work as defined.

Please call me if you have any questions or need further information. We look forward to working with you and the Fire Department staff again. We trust the preceding services and fees meet with your approval. If this is acceptable, please sign below and return a copy to our office.

Sincerely,

**The Architectural Group Inc.**



Jay Miedema  
Principal Architect  
The Architectural Group Inc.

---

Aaron Vis  
**City of Wyoming Director of Public Works and Facilities**

---

Date

October 1, 2025

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

RE: **Proposed Fire Station #3 Improvements  
(Office, Bunk Room and Kitchen Renovations)**  
2300 Gezon Parkway SW  
Wyoming, MI 49509

**Aaron Vis:**

Please accept this letter for the Architectural and Engineering Design Services for the renovations to Fire Station #3 at 2300 Gezon Parkway in the City of Wyoming.

**Project Description:**

The proposed improvements include creating individual bunk rooms, renovating the kitchen and updating the living area, and reworking the office area for a dedicated conference room. The total area of renovation will be approximately 3470 square feet.

The work includes interior design, mechanical and electrical engineering design services. The work anticipates open bidding to any area contractor that meets the schedule requirements and does not require prevailing wage requirements. Any additional work beyond the above description will only proceed when authorized by the City and on an hourly basis with an agreed upon cap.

We anticipate invoicing our Architectural Services on an hourly basis with the following fee:

<b>Total Architectural and Engineering Design Fees</b>	<b>\$33,000</b>
--	-----------------

Note: Design Services include Construction Documentation and Construction Administration.

Any reimbursable expenses would be limited to mileage, printing and postage costs to the City of Wyoming. We propose an allowance of \$1,000.

The following items have been excluded from our services. These services or additional services can be requested and will be provided on an hourly basis upon your approval to proceed. They include the following:

1. Furniture design, layout, selections, or bidding (under a separate purchase order).
2. Fee paid for securing approval from authorities having jurisdiction including, but not limited to, application fees, review fees, escrow fees, and bonds associated with permitting.
3. Distribution of plans and specifications to Contractors will only be available electronically.
4. Changes or modifications, including preparation of bulletins and/or addenda for alternations requested by the Owner. Changes or modifications necessitated to clarify the architectural/engineering drawings and/or clarify municipal code issues will be provided at no additional charge.
5. Security, data and audio/visual design, layout or specifications.
6. Building Information Modeling (BIM).
7. Scope changes or additional services not in our scope of work as defined.

Please call me if you have any questions or need further information. We look forward to working with you and the Fire Department staff again. We trust the preceding services and fees meet with your approval. If this is acceptable, please sign below and return a copy to our office.

Sincerely,

**The Architectural Group Inc.**



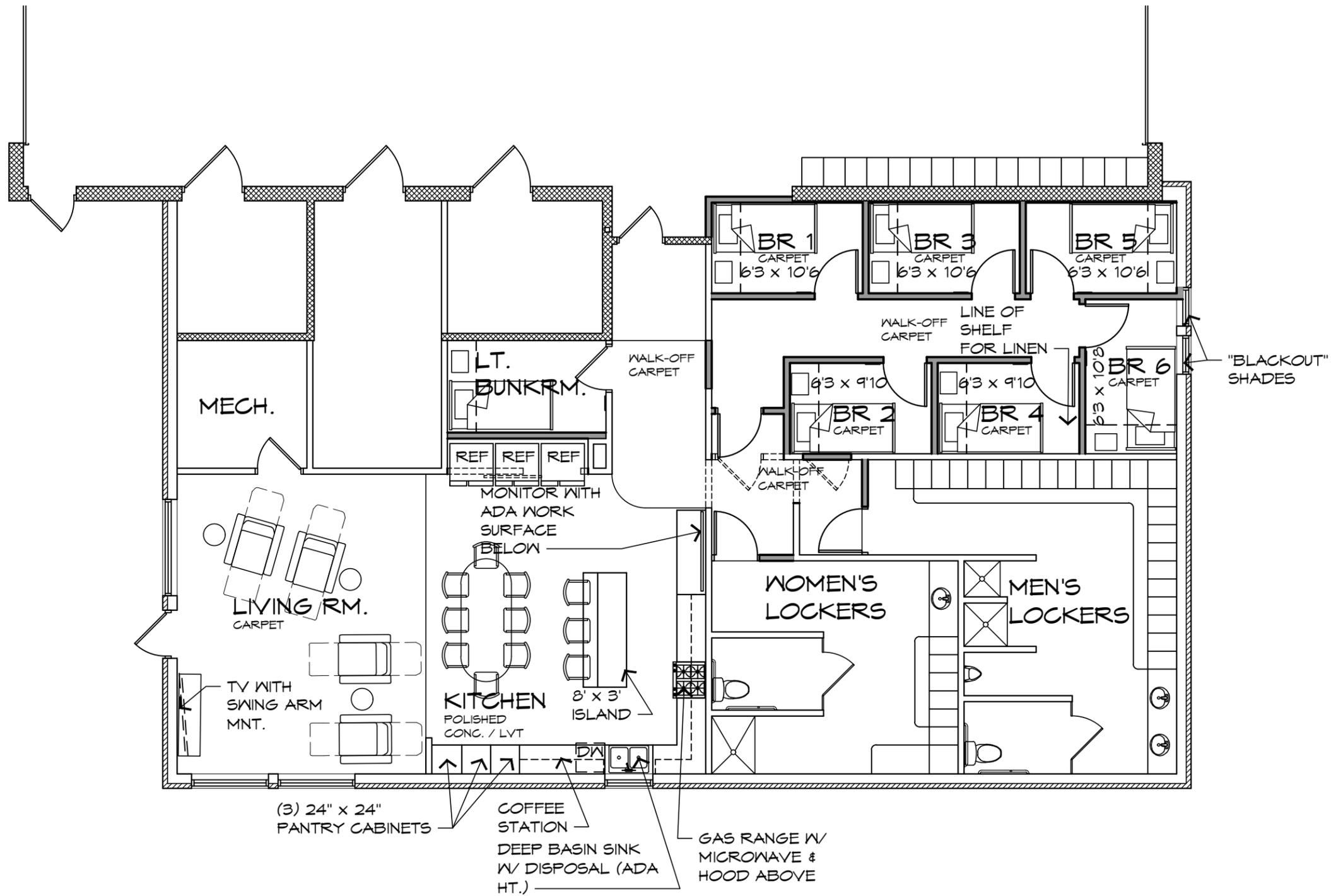
Jay Miedema  
Principal Architect  
The Architectural Group Inc.

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Aaron Vis  
**City of Wyoming Director of Public Works and Facilities**

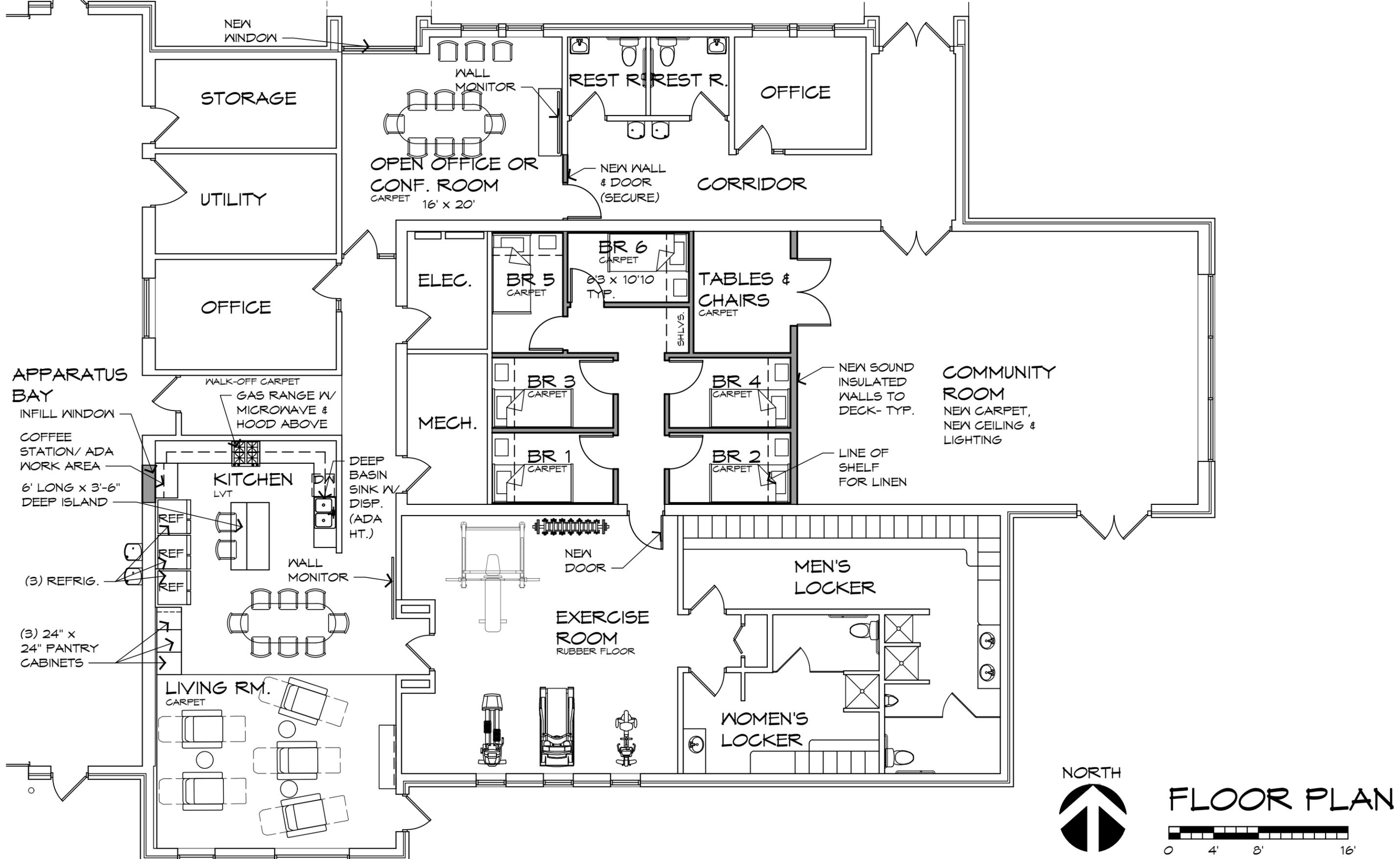
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Date

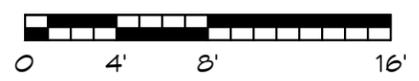


# FLOOR PLAN





# FLOOR PLAN



RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT AMENDMENT NUMBER ONE FOR THE  
DRINKING WATER PLANT PUMP REPAIR AND MOTOR RECONDITIONING PROJECT

WHEREAS:

1. On June 6, 2025, the City Council adopted Resolution No. 28455 approving a proposal from KSB Dubric, Inc. for the repair of one low service pump and the reconditioning of one motor in the total estimated amount of \$98,675.00, which includes a 20% contingency to account for potential additional repairs that could only be identified once the pump was disassembled and fully inspected.
2. As outlined in Contract Amendment #1, the teardown and inspection of the pump revealed that significantly more repairs were needed than initially anticipated.
3. It is recommend City Council accept the amendment in the total estimated amount of \$70,144.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts Contract Amendment #1.
2. City Council authorizes the City Manager to sign Contract Amendment #1.

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 1, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Amendment #1

Resolution No. \_\_\_\_\_

## **STAFF REPORT**

Date: November 17, 2025

Subject: DWP Pump Repair Amendment #1

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: December 1, 2025

---

### **RECOMMENDATION:**

It is recommended that the City Council accept contract amendment #1 from KSB Dubric, Inc. for additional pump repair and increase the approved amount from \$120,000.00 to \$168,819.00.

### **ALIGNMENT WITH STRATEGIC PLAN:**

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

### **DISCUSSION:**

There are six pumps located in the Drinking Water Plant's Low Service Building that deliver raw water from Lake Michigan to the main treatment facility. One of these units is a vertical turbine pump with a capacity of 22.3 million gallons per day. This pump measures over 50 feet in length and is powered by a 600-horsepower motor operating at 4,160 volts.

On June 6, 2025, City Council approved a proposal from KSB Dubric, Inc. via Resolution No. 28455 for pump and motor repairs, with not-to-exceed amount of \$120,000.00. The total included a significant contingency since the full scope of needed repairs could not be known until the pump was disassembled.

During disassembly, KSB encountered significant challenges. The pump could not be dismantled using standard methods, requiring KSB to cut an access window into the pump's outer column, as well as cut the inner pump column and one of the shafts to facilitate removal. Following a complete teardown and inspection, it was determined that the pump requires substantially more work than originally anticipated.

The additional repairs include replacement of the stuffing box, redesign and modification of the motor adapter and column tube, addition of a motor head pilot, and pad welding column pilots to restore proper tolerances. These repairs are critical to ensuring proper component alignment, which directly affects vibration, minimizes wear, and ensures efficient and reliable pump operation. Because these issues could not have been identified prior to disassembly, it is

recommended that the City Council approve the additional repair work proposed by KSB Dubric, Inc. in contract amendment #1.

**BUDGET IMPACT:**

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

# CITY OF WYOMING

## CONTRACT AMENDMENT #1

KSB Dubric, Inc.

This Contract Amendment is to the DWP Pump Repair #6 contract made as of June 4, 2025 (Effective Date and Exhibit B) between the City of Wyoming (City) and KSB Dubric, Inc. (Contractor)

### RECITALS

- A. City wishes to add additional services for the DWP Pump Repair #6 project. (Added Services).
- B. Contractor submitted a proposal dated November 4, 2025, for the additional services, copy of which is attached as Exhibit A (Proposal):

### TERMS AND CONDITIONS

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

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

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

#### City of Wyoming

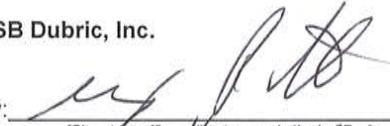
By: \_\_\_\_\_  
John Shay, City Manager

Date signed: \_\_\_\_\_, 2025

Approved as to form: 

\_\_\_\_\_  
Gregory T. Stremers, City Attorney

#### KSB Dubric, Inc.

By:   
\_\_\_\_\_  
[Signature officer, director or principal of Professional]  
*Greg Fell - Asst. Manager*  
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 11 - 14, 2025

EXHIBIT A  
PROPOSAL

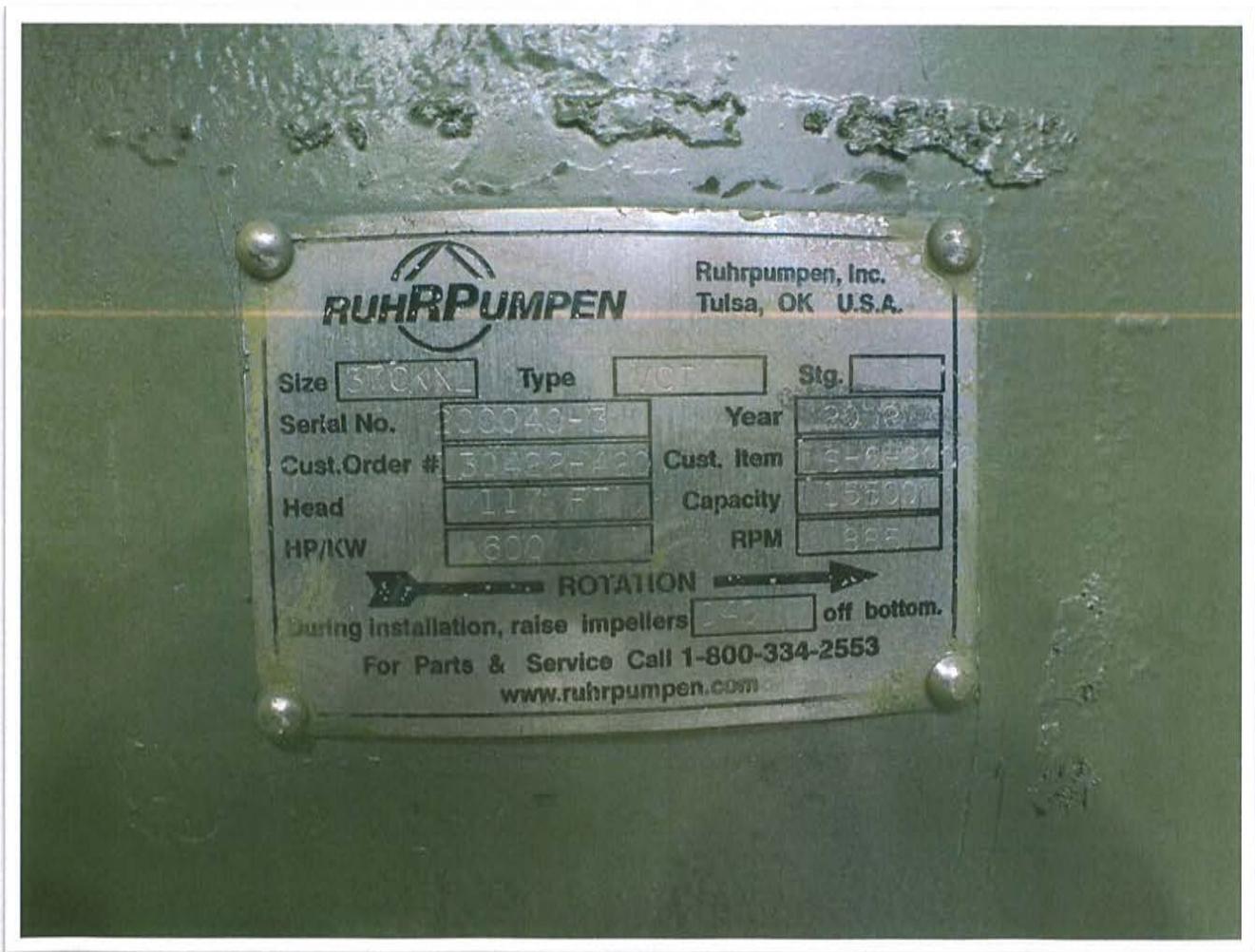
November 4, 2025

City of Wyoming  
16700 New Holland  
Holland, MI 49424

Infor Number: 30603

MFG: Ruhrpumpen  
Model: 37XXL 1 Stage Sectional

Please find the following proposal as it relates to deductions and additional, non-quoted, repairs to the Ruhrpumpen 37XXL 1 Stage Sectional Water Pump received by KSB Dubric. After disassembly, cleaning, inspection and precision measurement of the pump components, the conditions of and recommended repairs for the subject unit are as follows:



### Line Shafts:

The 416 SS motor head shaft had to be cut on disassembly and will be replaced. One line shaft was dropped during disassembly and left a dent on the coupling end and will be replaced (our cost). The other 4 line shafts have a measured TIR of .005" max which is within our maximum allowable spec of .005 and will be re-used. The shafts will be polished and re-chromed as needed as well as having the threads chased.

**Note: The replacement of the broken shafts is covered with purchase order 2025-00000743. Two shafts are also deducted from original PO. The reconditioning of the re-usable shafts are quoted as adders.**



*Head Shaft Cut in Two During Disassembly*



*Dent On One End of The Shaft*

Line Shaft Cont.



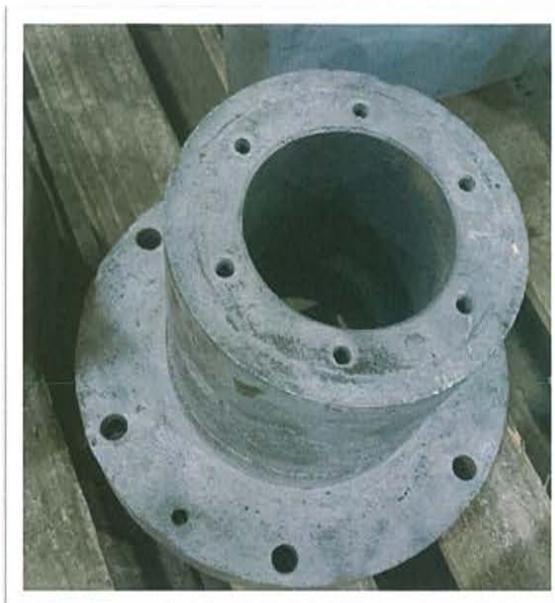
*Four Re-Usable Line Shafts*

**Stuffing Box and Packing Shaft Sleeve:**

The majority of the cast iron stuffing box is heavily corroded and pitted. The packing area, bearing area, as well as the threaded areas are all damaged with corrosion. We will fabricate a new stuffing box from 316 SS. This will eliminate any future corrosion. This will also allow the mechanical packing to seat and seal better in the gland.



*Stuffingbox packing area*



*Stuffingbox sleeve area*



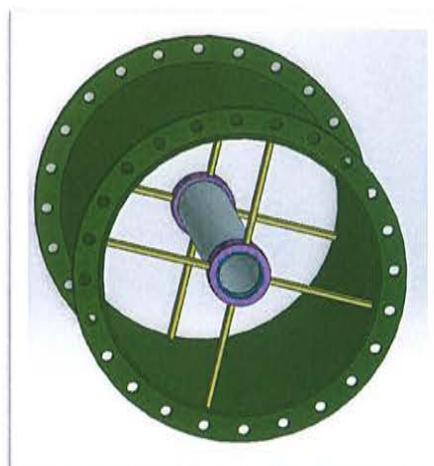
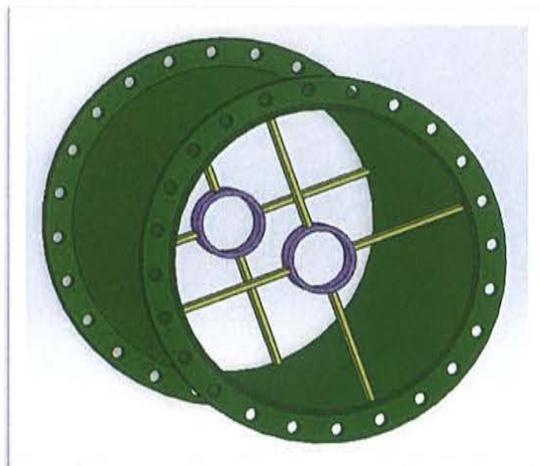
*Packing Shaft Sleeve*

**Motor Adapter & Column Tube:**

The column tube leading up to the motor head was damaged during disassembly. A window was cut into the column to access the enclosing tube. A section of the enclosing tube was, also cut out to allow the technicians to disassemble the pump. Along with the repair of the column tube wall, KSB Dubric is proposing a design improvement to the column tube. The cost for repairing to the OEM design is identical to the upgraded design. The upgraded design will help ease future pump removals.

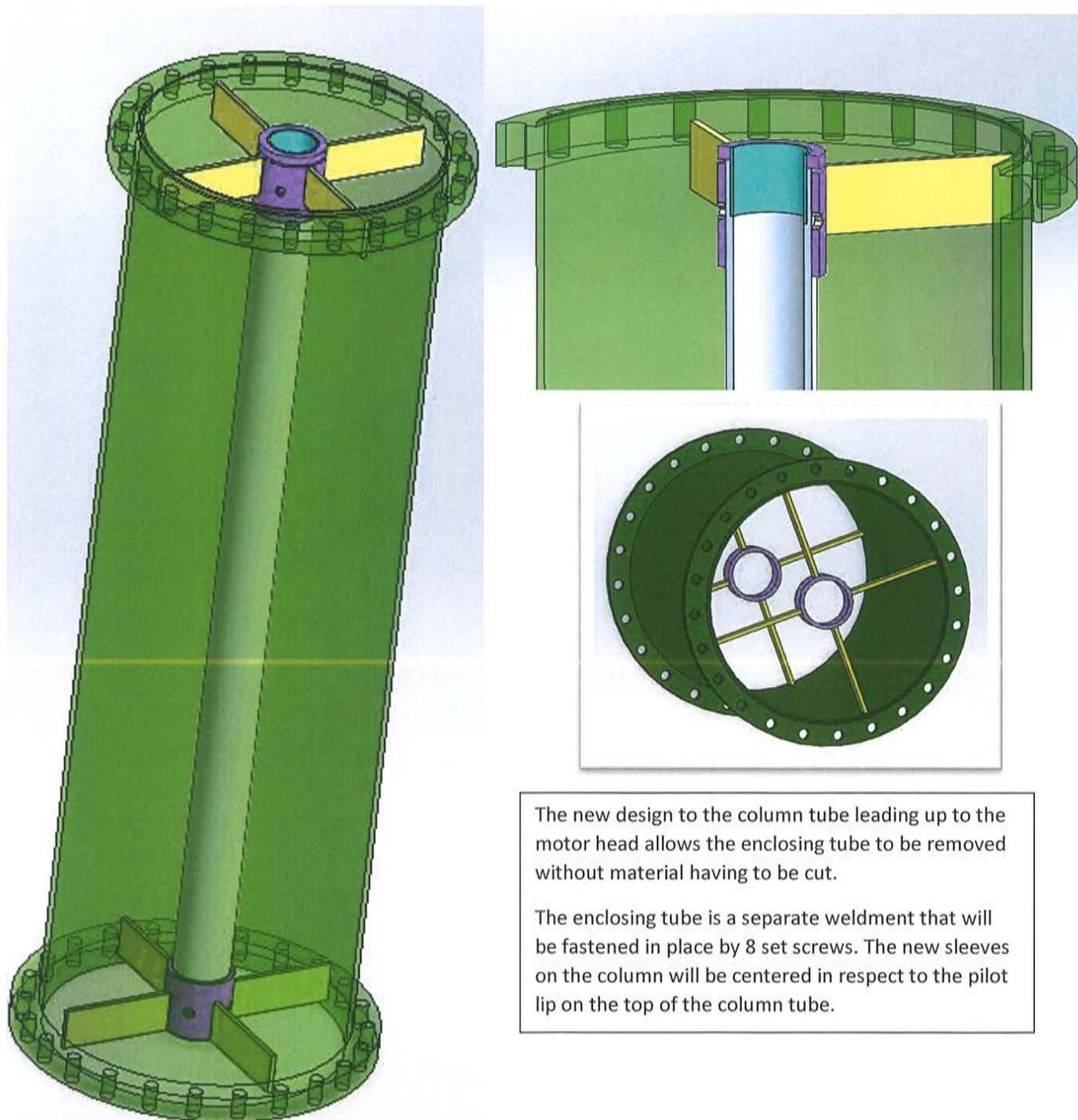


*Column Tube Current Design welded*



*Proposed Column Tube Design set screwed*

## Proposed Column Design



The new design to the column tube leading up to the motor head allows the enclosing tube to be removed without material having to be cut.

The enclosing tube is a separate weldment that will be fastened in place by 8 set screws. The new sleeves on the column will be centered in respect to the pilot lip on the top of the column tube.

### Motor Head Modification

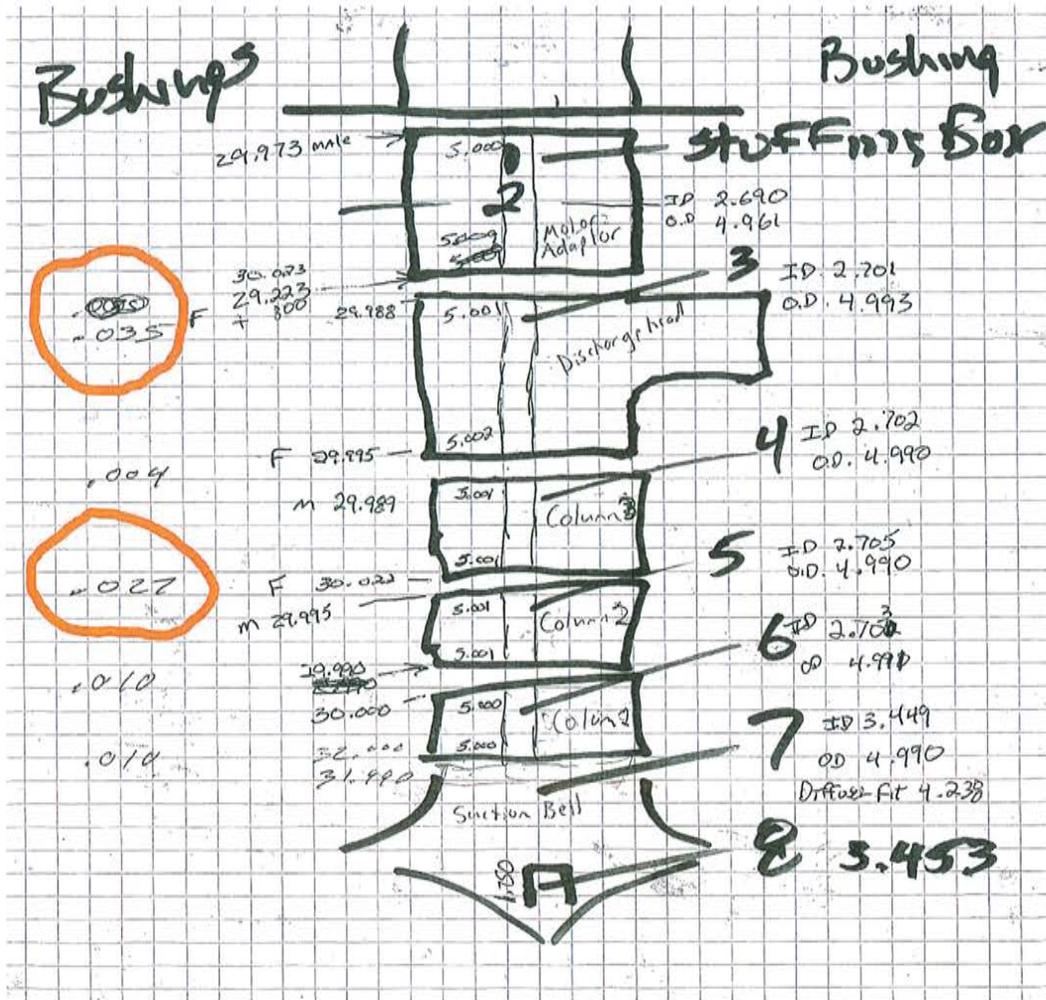
The motor head does not have a female pilot to receive the male pilot on the top of the column tube. Not having this allows the top column to “float” and not follow the rest of the pumps center line. Adding this feature would help center the shaft alignment with respect to the entire pump assembly.

Corrective action it to:

- Fabricate a .400 thick ring, weld into place and machine to accept the male column pilot.
- Adjust the shaft length to make up the lost space (if necessary)



*Motor Head & Column Tube (The bottom has no means to receive the pilot on the column tube)*



**Column pilots**

Pad weld and machine male pilot areas on two column tubes .035 and .027 these should be in the .005 - .008 range to allow for straight pump assembly.



**Scope of Work**

In addition to the above adders, the items on PO: 2025-00000743 will be processed.

➔ Total adders Cost .....\$70,144.00

The quotation is good for 30 days after issuance.

**Completion:** Lead time is 9 weeks and is based on current load. All final deliveries are based on date of order, workload at time of order, and customer delivery needs.

**Terms:** Net Thirty (30) Days from receipt of delivery. All payment is due within thirty (30) days of delivery. A 1.5% per month (18% per year) late payment fee will be assessed on any unpaid balance remaining after thirty (30) days.

**Freight Terms:** FOB Origin, freight prepaid and charged back.

Greg Pott  
Senior Account Manager  
Cell (616) 340-3394  
**KSB SupremeServ**  
*By KSB Dubric, Inc.*  
3737 Laramie Dr NE  
Comstock Park, MI 49321  
Office: 800-848-0022

EXHIBIT B  
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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: KSB Dubric, Inc.  
[Name of contracting entity]  
A Michigan corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
3737 Laramie Dr NE  
[Contractor's street address]  
Comstock Park, MI 49321  
[Contractor's city, state & zip]

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

Effective Date means: June 17, 2025. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

### TERMS AND CONDITIONS

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

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

None.

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

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

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

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

#### City of Wyoming

By: \_\_\_\_\_  
John Shay, City Manager

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

  
Heather Chapman, Deputy City Attorney

#### KSB Dubric, Inc.

By:  \_\_\_\_\_  
[Signature of officer, director, or principal of Contractor]  
Jeff Koeper / President  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: June 4, 2025

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR THE PURCHASE OF A SLUDGE GRINDER

WHEREAS:

1. As detailed in the attached staff report, it is recommended that City Council accept a quote from the sole-source provider JWC Environmental for the purchase of one Muffin Monster sludge grinder, in the total amount of \$16,924.56.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from JWC Environmental for the purchase of a sludge grinder.
2. City Council authorizes the City Manager to sign the quote.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: December 1, 2025.

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Quote

Resolution No. \_\_\_\_\_

## **STAFF REPORT**

Date: November 19, 2025

Subject: Purchase of a Sludge Grinder

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: December 1, 2025

---

### **RECOMMENDATION:**

It is recommended that the City Council accept the quote as provided by JWC Environmental for the purchase of one Muffin Monster sludge grinder in the amount of \$16,924.46.

### **ALIGNMENT WITH STRATEGIC PLAN:**

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

### **DISCUSSION:**

Sludge grinders play a critical role at the Wastewater Treatment Plant by grinding up debris and reducing oversized solids and rags in the waste stream. This essential function helps protect downstream equipment, such as pumps and valves, from damage caused by hard debris and clogging from stringy materials.

One such unit, a Muffin Monster sludge grinder originally installed in 2002, recently experienced a failure that damaged its internal components. Considering that the grinder is over 20 years old and has reached the end of its useful service life, replacement is recommended.

Given that JWC Environmental is the inventor, manufacturer, and sole source for a direct replacement unit, they were contacted for a quote. In response, they provided a quote of \$16,924.46 for one replacement Muffin Monster sludge grinder.



JWC Environmental has proven to be a reliable supplier in previous purchases and has consistently delivered excellent customer service. Upon delivery of the new sludge grinder, installation will be carried out by the Wastewater Treatment Plant's highly skilled staff.

### **BUDGET IMPACT:**

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



Customer Service Center  
 2600 S. Garnsey Street  
 Santa Ana, CA 92707 USA  
 Phone: 949 833-3888  
 Toll Free: 800 331-2277  
 Fax: 714 242-0240

**Customer:** 5039562  
 Dan Kleinheksel  
 Wyoming, City of  
 Accounting Department  
 PO Box 905  
 Wyoming, MI 49509  
  
 US - UNITED STATES

**Quote Number:** C-134195-M7Q7-A  
**Quote Date:** 11/17/2025  
**Terms:** Net 30 Days  
**Pricing:** Valid 60 Days  
**FOB:** Origin  
**Lead Time:** 4-5 Weeks ARO / Shipping & Handling Included  
**Grinder Serial #:** 25151  
**Ticket #:** C-134195-M7Q7

**Project:** Wyoming, City Of Clean Water Plant

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

Part Number	Description	Qty	Unit Price	Extended Price
30004T-1200	30004T-1200-DI Muffin Monster 11T Cam Cutters 1:1 Stack Hardened Alloy STL Seals: Standard / Severe Duty Buna Elastomers Cork & Rubber Gaskets Motor Type: Electric Less 5Hp TEFC Motor New Reducer Nema 29:1 182-184TC, 1.15SF New Spool Less 08" Pipe Dia. Unibody Housing Grinder SN: TBD Paint Epoxy Green	1	\$16,924.46	\$16,924.46
Shipping	Shipping & Handling Included	1	\$0.00	\$0.00

*Please verify serial number is correct.*

**Sub Total** \$16,924.46  
**Tax**  
**Total** \$16,924.46

**Notes:**

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following: Bill to Address, Ship to Address, and sales tax exemption certificate.
2. Reference the JWC quote number on your purchase order..
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
7. If the cost to JWC of performing its obligations under the contract and/or the time for performance shall be increased after the date of issuance of quotation by reason of enactment or amendment of any law, order, regulation or by-law having the force of law, inclusive of tariffs, the amount of such increase shall be added to the quoted contract price and/or quoted delivery date adjusted accordingly.

**Clarifications and Exceptions**



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 242-0240

1. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
2. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submittals; 70% on Shipment.

**Thank-You for your Business!**

**JWC Environmental Inc**  
**Ivan Zambrano**  
**Customer Service**



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2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 242-0240

Please provide the following information. Failure to do so may delay processing of order. Quote #: C-134195-M7Q7-A

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Bill To Name & Address:

Ship To Name & Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

PO# \_\_\_\_\_

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

Prepay & Add to Invoice

Collect Account #: \_\_\_\_\_

Carrier: \_\_\_\_\_

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

I authorize JWCE to process this order on my credit card and add shipping and handling charges.

Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 242-0240

Email servicesales@jwce.com

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Greg Stremers, City Attorney



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 242-0240

## JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

### PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

### DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

### PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

### RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

### LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

### DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

### CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

### CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

### CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

### APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

### ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject



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to all of the limitations on liability and other related terms and conditions set forth in this agreement.

**EXCLUSIVE TERMS AND CONDITIONS**

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107

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
Wellness and Fitness Services	HumAtix, LLC	Bid prices as shown on the attached tab sheet
Occupational & Employment Health Assessment Services	MED-1 Occupational Health Services (MED-1 Leonard, LLC)	Bid prices as shown on the attached bid proposal form.
Lemery Park Post Tension Court Project	Katerberg Verhage, Inc.	\$547,500

2. City Council authorizes the City Manager to sign the contracts.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: December 1, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS  
Staff Reports  
Tab Sheet  
Bid Proposal Form  
Contracts

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: November 18, 2025

Subject: Wellness and Fitness Services

From: Dennis Van Tassell, Fire Chief

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

Meeting Date: December 1, 2025

---

### RECOMMENDATION:

It is recommended City Council accept the bid for Wellness and Fitness Services from Humatix, LLC. This bid provides a professional company to provide a wellness and fitness expert as identified in NFPA 1582 and 1583. This certified professional team will promote injury prevention and safety strategies among employees through education and instruction. The focus will be targeting high-risk areas within the workplace to minimize the rate of injuries, reduce lost time due to injury and improve the return-to-work process. The total cost for this service is \$66,300.00.

### 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, and a portion of the grant funding will be used to hire a subject matter expert (SME) to create a formal fitness and injury prevention program.

The City had 26 of 514 registered bidders download the bid. It then received two bids for the service. HumATix, LLC was the least expensive bid and also is highly recommended by local fire departments such as Cascade Township Fire, and Lowell Township Fire who both utilize humATix, LLC for the same services.



Tabulation of Bids  
2310 - Wellness and Fitness Services  
Opened by the City Clerk on Tuesday, November 18, 2025

<b>Bidder Name</b>	<b>Bid Amount</b>
humATix, LLC	\$66,300
First Medical, LLC	\$105,300

**BUDGET IMPACT**

The department will utilize funds from account 205-336-33900-801.000.

# CITY OF WYOMING

## PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN

(OVER \$8,500)

(WITH RFP)

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

*City* means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509.

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

*Effective Date* means: December 2, 2025.

*Professional* means: humATix, LLC  
[Name of contracting entity]  
A Michigan limited liability company  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
2900 Wilson Ave SW, Ste 101C  
[Professional's street address]  
Grandville, MI 49418  
[Professional's city, state & zip]

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

*Proposal* means Professional's proposal attached as Exhibit C.

*RFP* means the Request for Bids/Proposals, if any, attached as Exhibit B.

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

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

### TERMS AND CONDITIONS

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

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

This is a grant funded contract. If grant funds are withdrawn or cancelled for any reason this contract is nullified.

4. If the Services include preparation of bid documents, Professional 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 Professional. Any bid documents Professional provides must show that Professional or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

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

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

#### City of Wyoming

By: \_\_\_\_\_  
John Shay, City Manager

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form: 

\_\_\_\_\_  
Gregory T. Stremers, City Attorney

#### humATix, LLC

By:   
\_\_\_\_\_  
[Signature officer, director or principal of Professional]

Ken Follett  
\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: November 20, 2025

## EXHIBIT A

### CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. Grant Compliance. If City identifies state or federal grant funds as a source of payment for the project, Professional (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions applicable to this contract. **If grant funds are withdrawn or cancelled for any reason this Contract is nullified.**

3. Qualifications. Professional represents and promises that:

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

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

C. If the contract is for a HUD CDBG or another federal or state funded project, Professional affirms they are not on the HUD list of debarred and suspended participants. Unless waived by City's purchasing director, Professional and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Professional shall remain eligible for federal or state contracts.

D. Professional is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

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

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

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

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

individuals speak English less than very well, Professional must use language assistance services in communications.

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

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

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

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

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

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

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

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

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

7. Payment to Professional.

A. Professional shall submit by email to City's Finance Department at [Acct\\_Info@wyomingmi.gov](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.irs.gov](http://www.irs.gov)) before beginning the Services.

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

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

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

9. Taxes. City is generally exempt from federal and state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must separately list amounts added for taxes.

10. Records. City is a public entity that receives funds from other governmental agencies. Thus, (i) City must 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 records relating to its contracts. Professional will retain copies of all records related to the contract, for at least 7 years after completion of the contract. Professional shall, within 5 City business days of a City request, allow inspection, auditing and copying of retained records.

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

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

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

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

14. Professional Liability and Risk Allocation.

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

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

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

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

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by

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

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

15. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>COMMERCIAL GENERAL LIABILITY</b>	
Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$1,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
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.
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY</b>	
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>EXCESS/UMBRELLA INSURANCE</b>	
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 afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
Coverage is required if the amount stated below is more than \$0. Amount required \$2,000,000.	Coverage must include loading & unloading, transportation, storage, & removal of all hazardous waste or material. If this policy is claims made form, Professional must keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
<b>PROFESSIONAL LIABILITY</b>	
Coverage is required for environmental consultant services. Amount required \$3,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

16. General Terms.

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

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

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

EXHIBIT B  
RFP

## **REQUEST FOR BIDS/PROPOSALS**

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

### **Wellness and Fitness Company**

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, November 18, 2025, 11:00 a.m., local time**

**Place: Wyoming City Clerk's Office  
Wyoming City Hall  
1155 28<sup>th</sup> Street SW  
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 Wellness and Fitness Company."**

**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 [dennis.vantassell@wyomingmi.gov](mailto:dennis.vantassell@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 28<sup>th</sup> 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. NOTE: 90 DAYS IS THE HOLD TIME FOR PRICING AND AVAILABILITY ON A BID PROJECT.**

**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.

Results of the bid/proposal openings are generally available on City's website [www.wyomingmi.gov](http://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.

- 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).

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](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](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.IRS.gov](http://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. Professional Liability and Risk Allocation.

- A. Unless the Proposal provides a higher standard of care, Contractor will perform Contractor's services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.
- B. To the extent not prohibited by law, the total amount of professional liability of Contractor or Contractor's personnel (*i.e.*, Contractor's members, directors, partners, officers, employees, subcontractors, or any other individuals Contractor engages to provide the Services under this contract) to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Contractor or Contractor's personnel, not to exceed the greater of the total fees paid to Contractor under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.
- C. Contractor is solely responsible for the conduct of Contractor's personnel.
  1. Contractor will, to the degree of the fault of Contractor or Contractor's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Contractor or Contractor's personnel but only for those claims that are not claims for professional liability.
  2. Contractor will, to the degree of fault of Contractor's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Contractor or Contractor's personnel that are not claims for professional liability, but only to the extent covered by Contractor's commercial general liability insurance.
  3. Nothing in this Contract limits or is intended to limit Contractor's liability for bodily injury or property damage to the City's officers or employees or property (first party claims) that arise from the acts or omissions of Contractor or Contractor's personnel that are not claims for professional liability.

1. Insurance.

**Applicability**

Applies to city public improvement projects and for some other services provided to the city. **Does not apply to professional services contracts or to contracts for services not involving construction activities, power or heavy equipment, significant maintenance or other hazards as described below.** Exceptions may be made if the director of bidding/overseeing department, purchasing director, and city attorney approve.

**Insurance Levels and Coverages**

The following coverage is required unless an exception is made as provided above:

**Commercial General Liability Coverage ("GLC")**

**Low Hazard Activities**

\$1,000,000 per occurrence and \$3,000,000 in the aggregate.

**Hazardous Activities**

\$3,000,000 per occurrence and \$3,000,000 in the aggregate.

If the project cost exceeds \$20,000,000, then this should be \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

If the project cost exceeds \$50,000,000, then this should be \$10,000,000 per occurrence and \$10,000,000 in the aggregate.

**High-Hazard Activities**

\$5,000,000 per occurrence and \$5,000,000 in the aggregate.

If the project cost exceeds \$30,000,000, then this should be \$10,000,000 per occurrence and \$10,000,000 in the aggregate.

**Automobile Liability Insurance**

**Low Hazard Activities**

\$1,000,000 per occurrence and \$1,000,000 in the aggregate.

**Hazardous Activities**

\$3,000,000 per occurrence and \$3,000,000 in the aggregate.

If the project cost exceeds \$50,000,000, then this should be \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

**High-Hazard Activities**

\$5,000,000 per occurrence and \$5,000,000 in the aggregate.

**Environmental/Pollution Liability Insurance**

Required if there is a possibility of air, water, or soils pollution – e.g., if a soil erosion control permit or silt fence is required, the contractor will have tanks on site with fuel or other hazardous substances, asbestos or other air contaminants could be involved, the work site is subject to a restrictive covenant or other environmental regulation, work involves a sanitary sewer, dewatering of possibly contaminated groundwater will occur, or work involves any materials the release of which requires reporting and remedial action. \$2M required.

**Owners Contractor Protective Coverage**

If the contract exceeds \$5,000,000 or 6 months.

**Builders Risk Property Insurance**

If materials will be delivered and kept on the site or stored before installation.

**Evaluating Risk Levels**

The following criteria are intended to assist in evaluating levels of risk and appropriate minimum insurance requirements to be included in bid specifications and in the resulting contracts.

**Low Hazard Activities**

1. Sidewalk snowplowing or street snowplowing with a pick-up or similarly sized vehicle.
2. Work that is not a hazardous or highly hazardous activity.
3. Project is less than \$250,000 in total cost, may meet the hazardous activity criteria, but director of bidding/overseeing department, purchasing director and city attorney agree is not a hazardous activity due the size and scope or is otherwise in the city's best interests.

**Hazardous Activities**

1. Excavation if any of the following are apply:
  - A. It involves heavy equipment (anything larger than a "bobcat");
  - B. It includes a trench exceeding 3 feet in depth;
  - C. It is in proximity to any utility line; or
  - D. It is within a public right-of-way.
2. Work at any height over 10 feet if a resulting fall may exceed a total of 10 feet (such as along an embankment, atop a ledge, etc.), or if any of the following apply.
  - A. It includes work from an extension ladder;
  - B. It includes work from a "cherry picker" or "boom truck;"
  - C. It requires a safety harness to prevent falls;
  - D. It requires stepping off a step ladder onto an elevated surface; or
  - E. It is in proximity to overhead wires.
3. Use of any power saws (including, for example, band saws, circular saws, saber saws, table saws, chain saws, reciprocating saws, miter saws, pole saws) etc.) or other powered cutting equipment.
4. Electrical work beyond changing of bulbs and routine maintenance or wiring of 110-volt electrical sockets, a single light fixture, connection of proprietary controls (such as, for example, for an underground sprinkling system, an overhead door, or security system), when power is turned off at the breaker.
5. Work in a confined space.
6. Work, other than sidewalk snowplowing or street snowplowing with a pick-up or similarly sized vehicle in a right-of-way which is not wholly closed to all traffic (vehicular and pedestrian).
7. Uses a vehicle for which a CDL license is required or any heavy, self-propelled equipment (larger than a bobcat).
8. Use of a liquid, semi-liquid or gaseous material for which use of masks, respirators, other breathing equipment, rubber or other protective gloves, or specially-protective clothing is required or recommended. (This does not include normal painting with latex or standard oil-based paint is used.)
9. Requires ground penetration in proximity to underground utility lines (including activities such as using power equipment for driving in or digging holes for fence or signposts and similar activities.)
10. Is in proximity to a railroad line, natural or other gas line, electric power pole or line, telecommunications line, sanitary sewer line, or public water line that could be affected by or will constrain the activity.
11. Work on a site subject of environmental restrictive covenants or other environmental regulation.
12. Directional drilling under a driveway more than 25-feet in width, a street, a highway, or a railroad.
13. Is close enough to any structure to require shoring, bracing or lateral support.
14. Involves the demolition, dismantling, felling, installing, planting, erecting, or construction of any building, structure, pole, tree or sign exceeding 15 feet in height or within 15 feet of another building, structure, pole or tree that exceeds 15 feet in height.
15. Includes the use of heavy crushing, pulverizing, grinding, or chipping equipment.

**High-Hazardous Activities**

1. Use of any flammable liquid, semi-liquid or gaseous materials.
2. Requires carrying or use of firearms.
3. Includes the use of any explosives.
4. Requires special precautions to avoid the escape from the site of particles (such as asbestos), vapors, gasses or liquids or require standby fire personnel to address fire or explosions.

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
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<b>COMMERCIAL GENERAL LIABILITY</b>	
<p>Minimal Limits:</p> <p>\$1,000,000 Each Occurrence Limit</p> <p>\$1,000,000 Personal &amp; Advertising Injury Limit</p> <p>\$2,000,000 General Aggregate Limit</p> <p>\$1,000,000 Products/Completed Operations</p>	<p>Coverage shall include the following 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.</p>
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
<p>Minimal Limits (include hired and non-owned automobile coverage):</p> <p>\$2,000,000 per person</p> <p>\$2,000,000 per occurrence</p>	<p>Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.</p>
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE</b>	
<p>Minimal Limits:</p> <p>\$500,000 per occurrence</p>	<p>Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<b>EXCESS/UMBRELLA INSURANCE</b>	
	<p>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).</p> <p>Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.</p>
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
<p>Coverage is required if the contract is for environmental consulting services involving the handling, storage, removal, transportation, or disposal of hazardous substances or materials.</p> <p>Amount required \$2,000,000.</p>	<p>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.</p> <p>Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.</p>
<b>PROFESSIONAL LIABILITY</b>	
<p>Coverage is required.</p> <p>Amount required \$3,000,000 unless the city attorney approves a lower amount due to the types of services provided.</p>	<p>If this policy is claims made form, then Contractor shall keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.</p>

- 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 – 28<sup>th</sup> 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. [Bid bonds can add cost to bids. Nevertheless, they should be required when (i) time is of the essence (such as with regulatory and/or grant funding time limits) and re-bidding, if the selected bidder fails to sign the contract would harm the City, (ii) funding sources require a bid

bond, (iii) significant costs may be incurred in reviewing a bid or checking on a bidder and the City will incur added costs to review and additional bid or bidder or to re-bid, or (iv) whenever, for any other reason, going to another bidder or re-bidding might be costly, difficult, or troublesome.]

- 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

### Wellness and Fitness Company Bid

This one-year project will be funded by a grant from the Department of Homeland Security (DHS) Assistance to Firefighters Grant (AFG). There will be bi-annual reporting mandates. All payments will be from the City of Wyoming directly to the company providing the service. The City of Wyoming will then seek reimbursement through the funding source. No portion of this bid will be allowed to be sub-contracted.

The Wyoming Fire Department is seeking a bid to provide a professional company to provide a wellness and fitness expert as identified in NFPA 1582 and 1583. This certified professional team will promote injury prevention and safety strategies among employees through education and instruction. The focus will be: targeting high-risk areas within the workplace to minimize the rate of injuries, reduce lost time due to injury and improve the return-to-work process.

Services shall include:

#### 1. Injury & Illness Prevention

- Early intervention and musculoskeletal evaluations for minor injuries and discomforts.
- Ergonomic and biomechanical coaching specific to firefighting duties.
- Warm-up, recovery, and physical readiness protocols.

#### 2. Rehabilitation & Return-to-Work

- Individualized rehabilitation and corrective exercise plans.
- Coordination with department medical providers to support safe and timely return to duty.

#### 3. Physical Performance & Wellness

- Customized fitness programs addressing the five pillars of performance: movement, recovery, mindset, sleep, and nutrition.
- Hydration and nutrition education, heat and cold acclimatization, and recovery strategies.

#### 4. Job Demands Analysis & Testing

- Annual physical ability testing and assessment.
- Documentation of essential job task requirements to guide fitness and rehab programming.

#### 5. Education & Training

- Workshops and presentations on wellness, resilience, and injury prevention.
- Safe patient/victim management and lifting/moving education.

#### 6. Health Coaching & Wellness Support

- Ongoing guidance for individual firefighters to support long-term wellness goals and reduce preventable injuries.

Service Schedule:

- Frequency: 3–5 onsite visits per week
- Duration: 3 hours per visit for ~15hrs/week at a time mutually agreed upon by the City of Wyoming staff and contracted company
- Annual Limit: Up to 780 total hours per contract year
- Service Location: Wyoming Fire Department stations (4) and training sites

Provider Qualifications:

- The lead, on-site trainer must have a minimum of 5 years of clinical and field experience with public safety and fire service personnel, with no less than two years in either category.
- Licensed Athletic Trainer (State of Michigan)
- Board of Certification Certified Athletic Trainer
- Performance Enhancement Specialist (NASM)
- Certified in Applied Functional Science (Gray Institute)
- Ergonomics Training – OccuPro
- Certified CPR/AED/First Aid Instructor – American Red Cross

**BID/PROPOSAL FORM**

**Bid/Proposal for Wellness and Fitness Trainer**

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>Y</u> <u>E</u> <u>S</u>	<u>N</u> <u>O</u>
Section 3 Certified Contractor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, DUNS #: <u>136073904</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"/>
--	--------------------------	-------------------------------------

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

Is the bidder a:	<u>Y</u> <u>E</u> <u>S</u>	<u>N</u> <u>O</u>
Woman Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minority Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):  
humATix LLC, Michigan Limited Liability Company

**BID/PROPOSAL FORM CONTINUED**

A bid price shall be submitted for performing the work specified herein as a reimbursable project. The bid will be submitted as an on-site hourly rate based on the expectation that the company will provide the service for approximately 15 hours per week for 52 weeks. If the following charges or fees apply, please explain them within the bid:

- Does your employee charge for mileage? If yes, please explain:
- Does your company charge for travel time? If yes, please explain:
- If there are any additional charges not including the above, please explain and include detailed pricing

State bid price as per the specifications included herein. \$ 85/hr not to exceed \$66,300

State the work that will be performed: Professional services surround injury/illness management, risk mitigation, health and wellness strategies to ensure personnel are fit for duty; return to duty safe and timely; and are seen by appropriate medical professionals when necessary.

Reminder: All warranties must be included with bid/proposal

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

humATix LLC, Michigan Limited Liability Company

**Bid/Proposal Form Continued**

humATix LLC, Michigan Limited Liability Company

[Proponent's Complete Business Name]

[If Proponent is DBA include Full Proponent DBA Here]



[Signature for proponent]

[2nd signature for proponent]

Ken Follett

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 11/13/2025

2900 Wilson Ave SW, Ste 101-C

[Proponent's street address]

616-893-1317

[Proponent's business phone]

Grandbille

MI

49418

[City]

[State]

[Zip]

616-893-1317

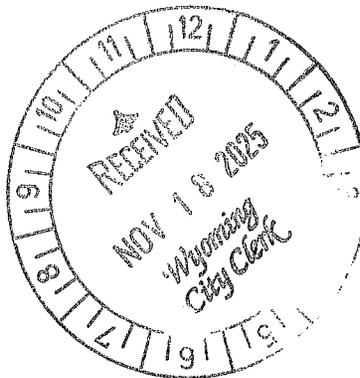
[Cell phone number(s) of person(s) signing for proponent]

ken.follett@humatixpro.com

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

Limited liability company

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

**EXHIBIT C**  
**PROPOSAL**

humATix LLC  
2900 Wilson Ave SW  
Ste 101 C  
Grandville, MI 49418  
(616) 893-1317



Dennis Van Tassell  
Wyoming Fire Department  
1250 36th St SW  
Wyoming, MI 49509

Proposal Number ATCS100002  
Proposal Date 11/07/2025

## Cover Letter

### **RE: Bid/Proposal for Wellness and Fitness Company – Wyoming Fire Department**

Dear City of Wyoming Clerk and Selection Committee,

On behalf of humATix LLC, I am pleased to submit this proposal for professional wellness and fitness services for the Wyoming Fire Department. humATix, led by athletic trainer Ken Follett, AT, ATC, is a Michigan-licensed healthcare provider specializing in on-site injury prevention, health, and performance programs for public safety and industrial professionals.

Our approach aligns directly with requested DHS/AFG grant and focuses on early intervention, injury prevention, and education to enhance the health, safety, and operational readiness of your personnel. The proposed program includes:

- Injury & Illness Prevention through early evaluation, ergonomic coaching and physical readiness strategies.
- Rehabilitation & Return-to-Work Support to reduce downtime and improve recovery outcomes.
- Performance & Wellness Coaching addressing movement, mindset, sleep, nutrition, and recovery.
- Job Demands Analysis & Testing, Education & Training, and Ongoing Health Coaching for sustained impact.

humATix will provide 3–5 onsite visits per week, not to exceed 780 total hours annually, at a rate of \$85 per hour for a total annual cost of \$66,300. Services will be delivered exclusively by a Licensed and Board-Certified Athletic Trainer with more than five years of direct fire service and public safety experience.

Enclosed with this letter are the following required documents:

1. Completed and signed City of Wyoming Bid/Proposal
2. humATix LLC Proposal (ATCS10002)
3. Certificates of Insurance
4. IRS form W-9
5. List of Professional References

We appreciate the opportunity to partner with the City of Wyoming in fostering a healthier, safer, and more resilient fire service workforce. Please feel free to contact me directly at (616) 893-1317 or [ken.follett@humatixpro.com](mailto:ken.follett@humatixpro.com) for any additional information.

Sincerely,

Ken Follett, AT, ATC, PES, CAFS  
Athletic Trainer | CEO  
humATix LLC

## Overview

Company name: humATix LLC  
Prepared for: Wyoming Fire Department

In today's competitive and increasingly busy environment, maintaining a healthy member base is crucial for enhancing productivity, fostering a positive work culture and keeping your personnel away from injury and illness as often as possible. humATix partners with you to provide early intervention, injury prevention, and safety solutions at your facility that are tailored to meet the unique needs of your organization. Our sports medicine model helps to reduce injury, expedite care, and strengthen performance.

## Scope of Work

### **Injury Prevention, Health and Performance Education**

#### **Objective:**

To act as the Healthcare Coordinator and perform services to meet or exceed the NFPA Standards 1582 & 1583 and to promote injury prevention and safety strategies among employees through education and instruction.

#### **Services:**

##### **1. Injury & Illness Prevention**

1. Early intervention and musculoskeletal evaluations for minor injuries and discomforts.
2. Ergonomic and biomechanical coaching specific to firefighting duties.
3. Warm-up, recovery, and physical readiness protocols.

##### **2. Rehabilitation & Return-to-Work**

1. Individualized rehabilitation and corrective exercise plans.
2. Coordination with department medical providers to support safe and timely return to duty.

##### **3. Physical Performance & Wellness**

1. Customized fitness programs addressing the five pillars of performance: movement, recovery, mindset, sleep, and nutrition.
2. Hydration and nutrition education, heat and cold acclimatization, and recovery strategies.

##### **4. Job Demands Analysis & Testing**

1. Annual physical ability testing and assessment.
2. Documentation of essential job task requirements to guide fitness and rehab programming.

##### **5. Education & Training**

1. Workshops and presentations on wellness, resilience, and injury prevention.
2. Safe patient/victim management and lifting/moving education.

##### **6. Health Coaching & Wellness Support**

1. Ongoing guidance for individual firefighters to support long-term wellness goals and reduce preventable injuries.

#### **Service Schedule:**

humATix LLC is prepared to begin services within 30 days of accepted proposal and signed contract. Functional assessments will take place in the first 60 days after the start of services then divided into quarterly options thereafter. Reports demonstrating services provided, program participation and potential cost-savings will be provided bi-annually with an option for quarterly review to assess program needs and/or changes.

- Frequency: 3–5 onsite visits per week
- Duration: 3 hours per visit not to exceed 15 hours per week
- Annual Limit: Annual allotted time of 780 total hours per contract year
- Service Location: Wyoming Fire Department stations and training sites

#### **Provider Qualifications:**

- Licensed Athletic Trainer (State of Michigan)
- Board of Certification Certified Athletic Trainer
- Performance Enhancement Specialist (NASM)
- Certified in Applied Functional Science (Gray Institute)
- Ergonomics Training – OccuPro
- Certified CPR/AED/First Aid Instructor – American Red Cross
- National Provider Identifier (NPI): 1437519220
- More than 5 years of clinical and field experience with public safety and fire service personnel
- Fully insured (professional liability, business liability, and workers' compensation)

**Focus:** Targeting high-risk areas within the work place to minimize the rate of injuries, reduce lost time due to injury and improve the return to work process. Enhancing access to healthcare through on-site opportunities.

**Target Audience:** Employees in physically demanding roles.

**Duration:** 12 Months with options for annual review and renewal

## Timeline

### Example Service Timeline:

Services may include a timeline similar the that of the below example. This timeline is subject to change given the needs of the fire department and collaboration with executive leadership. A complete annual service timeline and milestones will be finalized collaboratively within the first 30 days of implementation.

#### First 30 days – Foundations of Firefighter Health

- Week 1: Baseline mobility & movement screens (all stations) - FMS
- Week 2: Core stability & low back protection workshop
- Week 3: Ergonomic equipment handling (hoses, ladders, saws)
- Week 4: Individual corrective exercise programs

**Value Statement:** Establishes a baseline and equips firefighters with personalized strategies to start the year stronger.

#### 30-60 days – Shoulder & Upper Body Resilience

- Week 1: Shoulder mobility screen + banded warm-ups
- Week 2: Proper lifting mechanics for stretchers/ladders
- Week 3: Corrective strengthening (rotator cuff, scapular stabilizers)
- Week 4: Recovery strategies (stretching, self-massage, posture resets)

**Value Statement:** Addresses one of the highest-cost injury areas in the fire service.

#### 60-90 days – Cardiovascular & Aerobic Conditioning

- Week 1: Heart health baseline checks (BP, resting HR, recovery)
- Week 2: Interval training & crew-based conditioning sessions
- Week 3: Nutrition for cardiovascular health
- Week 4: Recovery & sleep strategies for shift workers
- Quarterly Benchmark: SCBA Air Consumption course

**Value Statement:** Builds stamina for fireground tasks while improving long-term heart health.

## Reporting and Communication

Reports pertaining information about individual injuries will be completed and stored by the contractor in a HIPAA compliant program. All injuries work related injuries will follow the City of Wyoming and Fire Departments injury reporting procedures and will also be logged by the contractor for appropriate timeline and return to duty information. All non-work related injuries will be recorded by the contractor and may only be disclosed following the guidelines outlined by HIPAA.

We understand that documentation to justify and advocate for a cohesive and collaborative partnership is important. Reports for participation, injury trends (type, body part, mechanism) will be delivered at 6 month intervals. Should this information prove to be needed more frequently, the request may be made to the contractor to provide the data sooner.

## Impact and Return On Investment (ROI)

Fire service wellness and injury prevention programs consistently demonstrate measurable impact and strong financial return. Research from the National Institute of Occupation Safety and Health (NIOSH) and the National Fire Protection Association (NFPA) shows that integrated programs combining early intervention, fitness training, and ergonomic education can reduce recordable musculoskeletal injuries by 25-50% and decrease lost time by 30-60%. Departments implementing on-site athletic trainers or healthcare coordinator models have achieved an average of 3:1 to 5:1 ROI, driven by fewer worker's compensation claims, reduce overtime and backfill costs, and faster return-to-duty outcomes.

Independent studies of fire service wellness programs report an annual savings of \$1300-\$2500 per firefighter through reduced injury severity, lower medical costs, and enhanced operational readiness. These programs not only deliver financial benefits, but also improve member morale, resilience, and compliance with NFPA 1582 and 1583 standards. Investing in a structured, evidence-based health and performance initiative is therefore both a cost saving and mission critical strategy enhancing the longevity, safety, performance of the department's most valuable asset: its people.

## Conclusion

By choosing humATix, you're investing in a healthier, more productive workforce. Our tailored solutions are designed to meet your specific needs, ensuring measurable improvement in employee health.

We appreciate the opportunity to serve the City of Wyoming Fire Department and are committed to supporting the health, safety, and performance of your members. We look forward to partnering with you in fostering a healthier workforce for the long haul.

Ken Follett, AT, ATC, CAFS, PES  
Athletic Trainer | CEO  
humATix LLC  
616-893-1317  
ken.follett@humatixpro.com

## References

### Professional Client References

**Cascade Township Fire Department**  
Chief Adam Magers

amagers@cascadetwp.com

Ph: 616-318-8340

Deputy Chief Todd Stevenson

tstevenson@cascadetwp.com

Ph: 616-856-4042

Provided on-site athletic training, early injury intervention, and wellness coordination services in alignment with NFPA 1582 and 1583 standards. Supported firefighter fitness, ergonomics, and return-to-duty readiness.

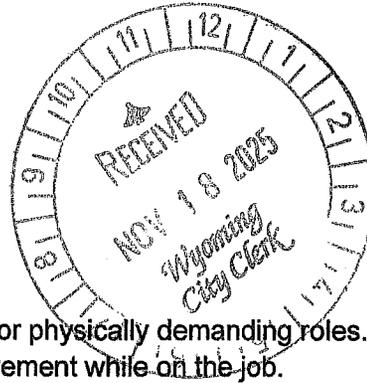
**Frito Lay**

Ryan Patton

Zone Manager

ryan.patton1@pepsico.com

Ph: 810-877-1503



Delivered proactive injury prevention and ergonomic coaching for physically demanding roles. Developed pre-shift body prep movement routines to enable safe effective movement while on the job.

**Pricing**

Description	Rate	Qty	Line Total
Athletic Training Early Intervention, Injury prevention and management, Health and Fitness related initiatives.	\$85.00	780	\$66,300.00
		<b>Subtotal</b>	<b>66,300.00</b>
		<b>Tax</b>	<b>0.00</b>
		<b>Proposal Total (USD)</b>	<b>\$66,300.00</b>

**Payment and Financial Agreement**

**Pricing**

Services will be billed at a rate of eighty-five dollars per hour (\$85/hr) not to exceed fifteen hours per week or 780 hours per contract year. An invoice will be provided on the first of every month and due within fifteen days of posted invoice. Actual hours worked and services provided will be made available at the request of the City. No additional travel, mileage, or incidental costs will be billed unless pre-approved in writing by the City.

**Payment Submission**

Contractor requests that payment be submitted through ACH and will provide complete documentation upon acceptance of this proposal.

**Fee Schedule**

Client shall remit payments on or before the dates listed on the pricing schedule of the initial service invoice. An invoice will be included monthly to provide reference to the number of hours tracked.

**Pricing Adjustment Clause**

The Client and Contractor acknowledge that economic conditions, inflation, and operational cost increases may impact the cost of providing services under this Agreement. To ensure fair and sustainable pricing, the

service fees may be adjusted on an annual basis if deemed necessary and mutually agreed upon by both parties.

If either party believes an adjustment is warranted, they shall provide written notice at least sixty (60) days prior to the anniversary date of the contract, outlining the basis for the proposed adjustment, which may consider factors such as:

1. Changes in the Consumer Price Index (CPI) or other relevant inflation indicators;
2. Increases in labor costs, materials, regulatory compliance, or other operational expenses; or
3. Other agreed-upon economic factors impacting the cost of service delivery.

The Client and Contractor shall engage in good-faith discussions to review and determine any necessary adjustments. If no agreement is reached, the existing pricing shall remain in effect until the next scheduled review or contract renewal.

## Terms

Upon signature and return of this proposal, Wyoming Fire Department accepts this proposal. This proposal will remain valid for 90 days after submission.

humATix LLC will perform all work under this contract and will not subcontract any portion of the services provided to the Wyoming Fire Department. humATix LLC has reviewed the City of Wyoming RFP and accepts the Standard Terms and Conditions as stated.

---

Dennis Van Tassell, Wyoming Fire Department

## STAFF REPORT

Date: November 20, 2025  
Subject: Health Assessment Services  
From: LeighAnn Vugteveen, Human Resources Specialist  
Cc: Emily Vande Griend, Director of Human Resources  
Meeting Date: December 1, 2025

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### RECOMMENDATION:

It is recommended City Council award the proposal for health assessment services to MED-1 Occupational Health Services (MED-1).

### ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – SAFETY
- PILLAR 3 – STEWARDSHIP

### DISCUSSION:

Health assessment services are used to assess and treat work-related injuries, administer pre-employment physicals and drug screens, and perform required reoccurring job-related physical examinations. Each time health assessment services are used, the City demonstrates the mission of community, safety, and stewardship, ensuring employees are capable and certified to perform their job duties safely.

The timely and proactive management of employee health needs supports a safe work environment and ensures the City is appropriately staffed with employees capable of performing essential job functions to serve Wyoming residents and businesses. Providing efficient and reliable health services contributes to attracting and retaining by promoting well-being.

On October 28, 2025, the City received three proposals for occupational & employment health assessment services. Based upon the amount and type of services used in previous years, MED-1, the City's current vendor, was the low proposal. MED-1 has provided secure and professional services to the City since 2017. The proposal is for a three-year term and provides the City the option to extend the contract for two additional one-year terms with a mutual agreement between both parties.

### BUDGET IMPACT:

It is estimated that the annual expenditure for the upcoming year will total approximately \$68,000. Funds for health assessment services are budgeted in various departmental accounts, with the appropriate account being charged at the time of invoice.

Attachments:  
Proposal  
Contract

CITY OF WYOMING

OCCUPATIONAL & EMPLOYEE HEALTH ASSESSMENT 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: MED-1 Leonard, LLC
[Name of contracting entity]
A Limited Liability Company, State of Michigan
[State and type of entity, e.g., corporation, limited liability company, etc.]
1140 Monroe Ave NW, Suite #150
[Professional's street address]
Grand Rapids, MI 49503
[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: January 2, 2026.

Proposal means Contractor's proposal attached as Exhibit B.

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

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

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

TERMS AND CONDITIONS

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

- 1. Contractor will perform the Services and provide the deliverables as detailed in the RFP and Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:
Standard Terms Sections 10-Materials and Equipment Information, Quality, Disposal, and Related Requirements, 11-Restoration, and 12-Access to Work do not apply this Contract.
4. If the Services include preparation of bid documents, Contractor must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Contractor. Any bid documents Contractor provides must show that Contractor or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.
5. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

Contractor: MED-1 Leonard, LLC

By: \_\_\_\_\_

By: Mary Alice Ehrlich

John Shay, City Manager

Mary Alice Ehrlich
Executive Vice President

[Typed/Printed Name & Title of Person Signing for Contracto

Date signed: November 20, 2025

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

[Signature]

Gregory T. Stremers, City Attorney

**BID/PROPOSAL FORM CONTINUED**

Type of Service	Service Description	01/01/2026 12/31/2026	01/01/2027 - 12/31/2027	01/01/2028 - 12/31/2028
<b>Injury/Illness</b>	Treatment for work related injury or illness	Discounted 5% off State of MI Fee Schedule	Discounted 5% off State of MI Fee Schedule	Discounted 5% off State of MI Fee Schedule
	Referral to Specialist for testing and further treatment if necessary	No Charge	No Charge	No Charge
<b>Physical Exams</b>	Pre-Placement/Post Offer exam	\$60.50	\$66.00	\$70.50
	Fitness for duty exams See Note #1	\$95-\$250	\$95-\$250	\$95-\$250
	National Fire Protection Association (NFPA) Physicals - PE Only	\$82.25	\$90.48	\$99.50
	DOT examination new	\$82.25	\$90.48	\$99.50
	DOT examination recertification	\$82.25	\$90.48	\$99.50
	MCOLES exam	\$82.25	\$90.48	\$99.50
	TB Test	\$35.00	\$36.00	\$37.25
	T-Spot or Quantiferon Gold	\$82.00	\$86.00	\$90.00
	Hepatitis B Series - per injection	\$128.00	\$132.50	\$136.00
	Comprehensive back exam	No Charge	No Charge	No Charge
	OSHA respirator medical evaluation questionnaire	\$25.00	\$25.00	\$26.25
	Respiratory fit test See Note #2	\$62.00	\$62.00	\$62.00
	Respiratory physical See Note #2	\$55.00	\$55.00	\$55.00
	PFT	\$65.87	\$65.87	\$68.50
	Hand/Wrist exam	No Charge	No Charge	No Charge
	Titmus vision test	\$4.55	\$4.85	\$5.00
	Lift test See Note #2	\$22.00	\$23.50	\$25.00
	Audio	\$22.50	\$24.50	\$26.00

Type of Service	Service Description	01/01/2026 12/31/2026	01/01/2027 - 12/31/2027	01/01/2028 - 12/31/2028
	PSA	\$42.00	\$ 43.15	\$46.46
	CBC w/ differentials	\$ 18.00	\$18.25	\$18.50
	Chest x-ray 2 v	\$68.75	\$72.35	\$75.00
	Profile III	\$46.25	\$46.95	\$47.50
	Return to work (include a work status letter from treating physician)	\$60.50	\$66.00	\$70.50
	Medical surveillance/hazmat exam See Note #2	\$82.25	\$90.48	\$99.50
<b>Drug/Alcohol Tests (Scheduled, Random, and Unannounced)</b>	5 panel	\$33.00	\$34.25	\$35.00
	7 panel See Note #2	\$33.00	\$34.25	\$35.00
	10 panel	\$33.00	\$34.25	\$35.00
	Rapid drug screen confirmation of non negative screenings	Not Required	Not Required	Not Required
	Hair test See Note #2	\$98.00	\$99.75	\$102.00
	MCOLES	\$33.00	\$34.25	\$35.00
	DOT See Note #2	\$72.00	\$72.00	\$72.00
	Non-DOT (collection) See Note #2	\$26.00	\$26.25	\$26.75
	eScreen	Not Available	Not Available	Not Available
	Urine (DOT) Collection Only	\$26.26	\$26.95	\$27.25
	Hair test Collection only See Note #2	\$26.26	\$26.95	\$27.25
	E.B.T (Evidential Breath Test) (Non-DOT)	\$22.75	\$23.35	\$24.00
	E.B.T (Evidential Breath Test) (DOT) E.B.T.	\$38.50	\$38.50	\$40.75
	MRO	\$26.00	\$26.25	\$26.50

Note #1: Fit for Duty Range of \$95-\$250 established to address the wide range of considerations. The City had 3 Fit for Duty Exams since 1-1-2022 and all were charged at \$95.00.

Note #2: These services had zero (0) utilization since 1-1-2022.

Miscellaneous Service Description	01/01/2026-12/31/2026	01/01/2027-12/31/2027	01.01/2028-12/31/2028
Based on an analysis of all services utilized by the City of Wyoming from 1-1-2022 to present each of the services listed below was used 1-350+ times. They are included here for information.			
Drug Screen, 5 Panel Rapid	\$33.00	\$33.25	\$33.75
CAOHC Audio	\$27.00	\$28.25	\$29.00
EKG	\$53.00	\$54.25	\$55.25
DOT Follow Up	\$40.00	\$41.35	\$42.00
Return to Work Exam	\$60.50	\$60.50	\$60.50
Urinalysis with Micro	\$20.26	\$21.00	\$21.15
Visual Acuity Snellen	\$3.00	\$3.25	\$3.45
Drug Screen, 10 Panel Rapid	\$ 33.00	\$ 34.25	\$35.00
Urine Drug Screen Observed DOT	\$30.00	\$ 32.00	\$35.00
Lumbo-Sacral 3v	\$74.00	\$75.65	\$ 77.00
Hep B Surface Ab Titer See Note #2	\$42.35	\$43.00	\$43.50
Zinc Protoporphin & Lead	\$76.50	\$ 78.25	\$80.35
C-Reactive Protein	\$36.25	\$38.00	\$39.50
Hemocult Testing	\$15.00	\$15.50	\$16.00
Hep A Vaccine	\$124.00	\$128.00	\$130.00
Hep A / Hep B Vaccine	\$175.50	TBD***	TBD***
Visual Acuity - Titmus Depth	\$3.00	\$3.25	\$3.45
Ishihara	\$15.00	\$16.25	\$17.20
Stress Test-Graded Exercise Test	\$475.00	TBD***	TBD***

\*\*\*TBD (to be determined), the Hep A/Hep B Vaccine supply cost is not known at this time. The Stress Test is outsourced to Corewell Health and future contract rate is unknown at this time.

Intentionally Blank

Type of Service	Service Description	01/01/2026 - 12/31/2026	01/01/2027 - 12/31/2027	01/01/2028 - 12/31/2028
Additional Services	Physical therapy	State of Michigan Fee Schedule	State of Michigan Fee Schedule	State of Michigan Fee Schedule
	Wellness	Pricing based on Content and Volume	Pricing based on Content and Volume	Pricing based on Content and Volume
	Consortium	Service Provided by First MRO	Service Provided by First MRO	Service Provided by First MRO
	Venipuncture on site staffing for Fire Department	\$85.00/hr/staff member	\$90.00/hr/staff member	\$90.00/hr/staff member

MED-1 Leonard, LLC

[Proponent's Complete Business Name]

N/A

[If Proponent is DBA Include Full Proponent DBA Here]

Mary Alice Ehrlich

[Signature for proponent]

Debbie Parrish

[2nd signature for proponent]

Mary Alice Ehrlich, Executive Vice President

[Printed name and title of person signing]

Debbie Parrish, Vice President of Operations

[Printed name and title of 2nd person signing]

Date signed: October 23, 2025



1140 Monroe Avenue NW

[Proponent's street address]

616-459-6331

[Proponent's business phone]

Grand Rapids Michigan 49503

[City]

[State]

[Zip]

Mrs. Ehrlich: 616-915-7933

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

Mrs. Parrish: 616-485-8796

maehrich@med1services.com

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

dparrish@med1services.com

Limited Liability Company, State of Michigan

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

## Staff Report

**Date:** November 20, 2025  
**Subject:** Lemery Park Post Tension Court Project Bid Award  
**From:** Lynn Clarke, Assistant Director of Parks and Recreation  
**CC:** Krashawn Martin, Director of Parks and Recreation  
**Meeting Date:** December 1, 2025

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### **RECOMMENDATION:**

It is recommended City Council authorize the purchase and construction of a post tension athletic court complex from Katerberg Verhage, Inc. with a total project cost of \$547,500.

### **ALIGNMENT WITH STRATEGIC PLAN:**

- PILLAR 1 – COMMUNITY
  - GOAL 3 – Enhance community engagement and recreational opportunities for our residents.
    - Objective 2 – Construct additional pickleball courts where feasible.

### **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.

Recreational courts within the City of Wyoming parks system provide opportunities for wellness, exercise, and community through play. The courts are positive amenities to the park, creating a safe and attractive public space. Well maintained parks create safe spaces for recreation, reducing and preventing participant injury. They also have a positive direct impact on property values.

On November 18, 2025, the City received three bids for the Pinery Park Post Tension Athletic Courts project. Sixty-Seven (67) 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. Katerberg Verhage met all the specifications providing project details, design plans, construction drawings, and complimentary references and has satisfactorily completed several park development projects over the years including the Pinery Park Post Tension Court Project.

Therefore, it is recommended that the City Council award the bid for the Lemery Park post tension court project to Katerberg Verhage for the bid prices shown on the attached tabulation sheet.

The completed project will include six (6) pickleball courts, one full basketball court, and one full tennis court.

**BUDGET IMPACT:**

Funds are budgeted in account number 272-265-75600-975.000.

**TABULATION SHEET:**

Bidder Name	Bid Amount
Mugen Construction	\$619,546.00
Tarkett Sports Construction	\$659,260.00
Katerberg VerHage Inc	\$547,500.00

Attachments:  
Rendering  
Contract

**CITY OF WYOMING**

**LEMERY PARK POST TENSION COURTS 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: Katerberg VerHage, Inc  
[Name of contracting entity]  
A Corporation in Michigan  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
3717 Michigan St Ne  
[Contractor's street address]  
Grand Rapids, MI 49525  
[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: 11/18, 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:** Katerberg VerHage, Inc

By: \_\_\_\_\_  
John Shay, City Manager

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

Date signed: \_\_\_\_\_, 20\_\_

Date signed: 11/18, 2025

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

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

4. Qualifications. Contractor represents and promises that:

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

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

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

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants ([https://www.hud.gov/program\\_offices/general\\_counsel/limited\\_denial\\_participation\\_hud\\_funding\\_disqualifications](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](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.irs.gov](http://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
<b>COMMERCIAL GENERAL LIABILITY</b>	
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.
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
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
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY</b>	
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>EXCESS/UMBRELLA INSURANCE</b>	
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.
<b>OWNERS CONTRACTORS PROTECTIVE</b>	
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.
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
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.
<b>BUILDERS RISK PROPERTY INSURANCE</b>	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

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

19. General Terms.

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

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

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

**EXHIBIT B  
PROPOSAL**

**BID/PROPOSAL FORM**

**Bid/Proposal for Lemery Park Post Tension Courts**

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 relating 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.

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

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

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

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

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

Katerberg VerHage, Inc.

**BID/PROPOSAL FORM CONTINUED**

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

Total for Project: \$ 547,500.00

Reminder: All warranties must be included with bid/proposal



Katerberg VerHage, Inc.  
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature]  
[Signature for proponent]

[Signature]  
[2nd signature for proponent]

Joel Franken  
[Printed name and title of person signing]

Keisey Parish  
[Printed name and title of 2nd person signing]

Date signed: 11/18/25

3717 Michigan St NE  
[Proponent's street address]

616-949-3030  
[Proponent's business phone]

Grand Rapids MI 49525  
[City] [State] [Zip]

616-295-5374  
[Cell phone number(s) of person(s) signing for proponent]

joelf@katerbergverhage.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]

November 18, 2025

City of Wyoming  
1155 28<sup>th</sup> St SW  
Wyoming, MI 49509

Project: Lemery Park Courts  
Attention: Parks and Recreation Department



Our proposed cost to furnish all labor, materials and equipment for the complete court project is:

**\$547,500.00**

This proposed cost is based on the design provided and drawn by Katerberg VerHage. There are many options for design and materials that were chosen for this proposal but can be changed to better fit the desires of the city. If changes are made, the price may increase or decrease. The list below highlights what is included.

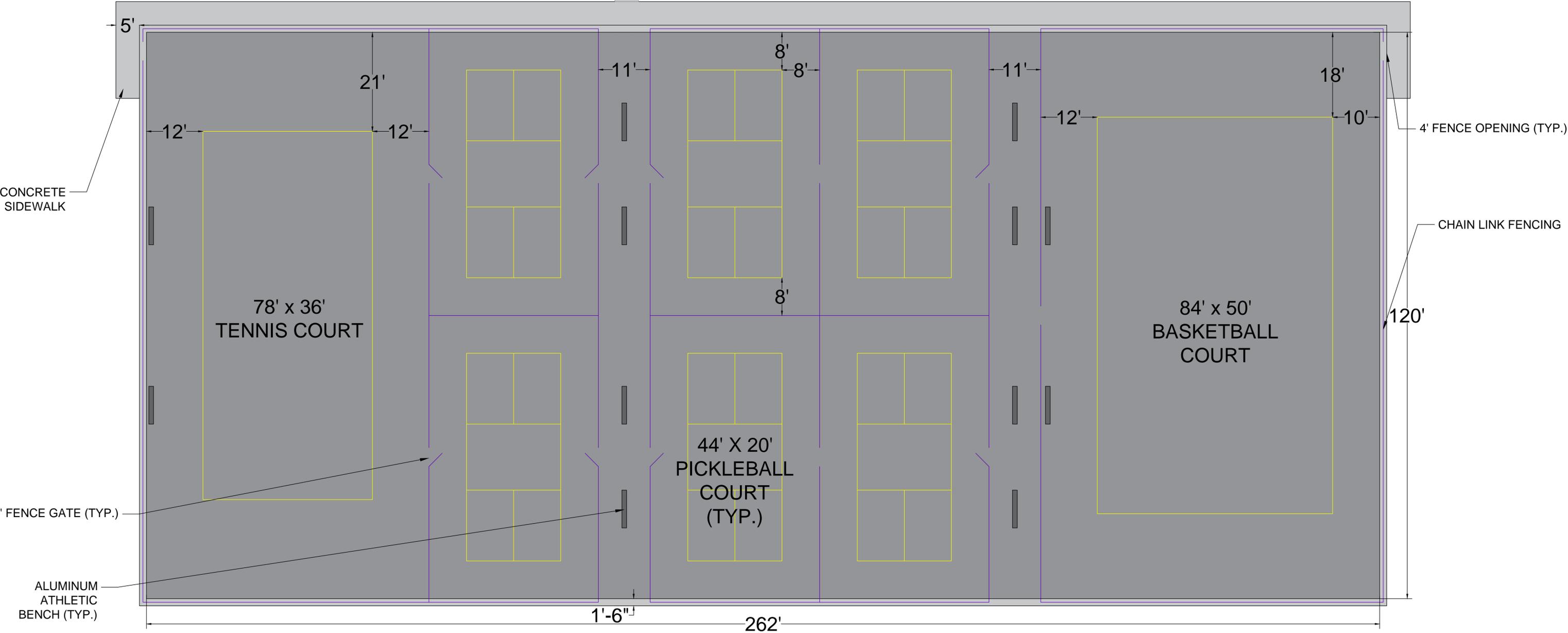
- **Project Design** – A proposed layout drawing has been provided with this proposal. This drawing is for reference to help show what is included in this proposal. Prior to construction the design can be refined to better fit the city’s desires. Once revisions are complete, formal layout drawings will be drawn and sealed by a Registered Landscape Architect. Soil borings and existing soils testing is also included in the project design phase.
- **General Conditions for Construction** – SESC Permit, sanitary facilities, site security, construction access, 3<sup>rd</sup> party materials testing, construction staking, mobilization, soil erosion controls, P&P Bonds
- **Removals** – Sports equipment, fencing, court surfacing
- **Court Grading and Prep** – The existing base aggregate below the asphalt is assumed to be stable enough to support a post-tensioned concrete slab. Therefore, the existing base will be fine graded and compacted to allow for a 1% slope on the proposed concrete slab. If a soils engineer determines that the existing aggregate is not suitable for the concrete, additional costs may be incurred.
- **Site Grading and Prep** – Grade the existing soils to allow proper slope of the site concrete, including the fence band around the PT slab and the access sidewalks. All site concrete will have a 4” class II sand base, compacted in place.

- **Sports Furnishings** – (7) sets of Douglas Sports posts and nets and (2) basketball goals with an aluminum backboard and steel rim. All furnishings will be set in a concrete footing according to manufacturers' specifications.
- **Post-tensioned Court Concrete** – The proposed PT slab will be 262' x 120' which is slightly larger than the existing slab. The added size (north-south) was needed to allow for adequate "out of bounds" space on the ends of the pickleball court. The PT slab will be 4" thick concrete with thickened edges and will be completed in one pour. The concrete used will be a 5,000 PSI mix. Engineered and sealed shop drawings for the court and tendon layout will be provided.
- **Sports Surfacing** – The concrete will be shot blasted and acid etched prior to surfacing to neutralize the concrete to allow for proper adhesion. Proper primers, leveling layers, and texture will be applied prior to the color coatings. Acrylic color coatings will be applied in the owner selected colors and lines will be painted per U.S.A.P.A. specs.
- **Court Fencing** – All fencing will be black vinyl coated chain link and will be installed in industry standard footings. The fencing within the courts and on the east and west ends will be 4' tall, the fence on the north and south ends will be 10' tall. All fencing within the PT slab will be installed in sleeves. The perimeter fencing will be installed within a 1.5' concrete band to allow adequate space for maintenance on the inside and outside of the court.
- **Site Concrete** – The site concrete will be 4" thick, utilizing a 4,000 PSI mix. All site concrete will be placed over a 4" class II sand base, compacted in place. The sidewalk leading to the court from the parking lot will be replaced with a wider walk and new pad for the drinking fountain.
- **Drinking Fountain** – The existing drinking fountain will be removed and replaced with a Most Dependable Fountain 10145 SFMA fountain with pet bowl. Existing plumbing is assumed to be in working condition to be re-used.
- **Site Furnishings** – (10) 8' Aluminum players benches, MDF Drinking fountain at existing fountain location
- **Restoration** – Any lawn areas damaged from construction will be topsoiled and re-seeded. The existing parking lot markings that are damaged during construction will be re-painted.

The items below are not included in this proposal, but can be added for an additional cost.

- Storm Sewer & Underdrain – The existing court layout should allow for proper surface drainage of the proposed court.
- Aggregate base courses below the PT slab – The existing gravel below the asphalt is assumed to be stable enough to support a post-tensioned slab.
- Restoration of existing asphalt or concrete paved surfaces
- Site irrigation
- Site electrical or lighting
- Landscape plantings
- Davis Bacon or Prevailing Wages

REPLACE AND WIDEN EXISTING CONNECTOR WALK; REMOVE AND REPLACE EXISTING DRINKING FOUNTAIN WITH MDF 10145 SMFA WITH PET BOWL



**CONCRETE**

- 262' x 120' POST TENSIONED SLAB
- PT SLAB TO BE 4" THICK WITH THICKENED EDGES
- 1.5' WIDE, 4" THICK FENCE BAND
- 5' WIDE, 4" THICK SIDEWALK

**SPORTS EQUIPMENT**

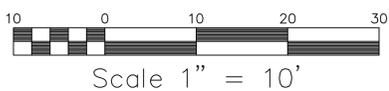
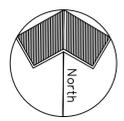
- DOUGLAS PREMIER ROUND PICKLEBALL POSTS AND PN-30 NETS OR JTN-36
- 4.5" GOOSE NECK BASKETBALL POSTS AND ALUMINUM FAN SHAPED BASKETBALL BACKBOARDS WITH DOUBLE RIM GOAL

**FENCING**

- ALL FENCING TO BE BLACK VINYL COATED
- ALL INTERIOR FENCING TO BE 4' TALL
- ALL FENCING WITH IN THE PT SLAB SHALL BE SLEEVED PRIOR TO PT CONCRETE INSTALL
- EAST AND WEST EXTERIOR FENCING SHALL BE 4' TALL
- NORTH AND SOUTH EXTERIOR FENCING TO BE 10' TALL
- EXTERIOR FENCE WILL BE IN A 1.5' CONCRETE BAND

**SURFACING**

- CONCRETE TO BE SHOT BLASTED AND ACID ETCHED
- PRIMER, SILICA SAND ACRYLIC FILLER COAT WILL BE APPLIED PRIOR TO COLOR SURFACING
- 1 COURSE OF COLOR ACRYLIC WEAR MATERIAL (COLORS TO BE SELECTED BY OWNER)
- 1 COURSE OF COLOR ACRYLIC TOP COAT
- ALL PLAYING LINES ACCORDING TO U.S.A.P.A



**KATERBERG VERHAGE**

3717 MICHIGAN NE  
 GRAND RAPIDS, MICHIGAN 49525  
 616.949.3030  
 WWW.KATERBERGVERHAGE.COM

**PROPOSED LAYOUT  
 FOR LEMERY PARK  
 COURTS**

DECEMBER, 2024

ORDINANCE NO. 17-25

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF THE CITY OF WYOMING BY ADDING SUBSECTION (148) TO REZONE 138 36<sup>th</sup> STREET SW FROM R-4 RESIDENTIAL DISTRICT TO B-2 GENERAL BUSINESS DISTRICT

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (148) to read as follows:

- (148) (a) To rezone the following described property at 138 36<sup>th</sup> St SW (parcel number 41-17-24-226-002) from R-4 Residential District to B-2 General Business District:

**PARCEL NUMBER (41-17-24-226-002), AS SURVEYED:**

LOCATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN

LOT 3 EXCEPT THE WEST 38 FEET THEREOF AND LOT 4 OF HOME BUILDERS PARK PLAT, CITY OF WYOMING, KENT COUNTY, MICHIGAN, AS RECORDED IN LIBER 28 OF PLATS, PAGE 1.

Section 2. That this ordinance shall take effect fifteen days after enactment nor before notification by publication of adoption as provided by the City of Wyoming Charter or State of Michigan law.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 17-25

Introduced: 12.01.25

Adopted: \_\_\_\_\_

# CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509  
616.530.7285 | wyomingmi.gov

November 19, 2025

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request for a rezoning from R-4 Residential District to B-2 General Business District at  
138 36th St SW (Section 24) (Jason Berris, A.G.O.).

Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on November 18, 2025. At the meeting, staff recommended approval of the rezoning request, and a motion was made by Weller, supported by Zapata, to recommend that City Council approve the proposed rezoning. The motion passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following, please find some general information.

The applicant proposed to rezone this parcel to B-2 General Business District in order to redevelop the site. The applicant intends to demolish the existing building on the site and merge the parcel with the existing B-2 parcels to the west. The developer will then merge this parcel with the parcels to the west and redevelop the site with a new gas station.

During the public hearing, there were no public comments.

If approved for the proposed rezoning, the property owner would need to submit a lot combination application, as well as a formal site plan, prior to any new development of the site.

Respectfully submitted,



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

Cc: John Shay, City Manager

Blair explained that the code currently allows for wall signs on the street-facing side of buildings only. With the amendments, the updated code would allow a wall sign on the expressway-facing side of building if substituted for the property's allowed expressway pole sign.

Hofert said staff is noticing more operators wanting to go with an expressway-facing wall sign rather than an expressway pole sign because of a difference in cost.

A vote on the motion passed unanimously.

**AGENDA ITEM NO. 4**

**Request for a rezoning from R-4 Residential District to B-2 General Business District at 138 36th St SW (Section 24) (Jason Berris, A.G.O.)**

Blair said the applicant proposes rezoning the property at 138 36<sup>th</sup> Street SW to B-2 General Business district from its current residentially zoned status. This property is adjacent to B-2 zoned property that connects with other same-zoned properties across the intersection of 36<sup>th</sup> Street SW and Buchanan Avenue SW. This is the first step in a multi-step process to combine this property with the adjacent corner property for redevelopment. The applicant plans to demolish existing structures and redevelop the site, expanding and continuing the gasoline station use.

**CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:**

Section 90-516(6) establishes general review standards for rezonings:

(a) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Mixed Use, which calls for commercial, residential, office, and industrial uses arranged either vertically or horizontally. A rezoning to a business district would allow for additional commercial activity in an area that has seen recent commercial and industrial investments alongside the adjacent residential uses. This aligns with the vision of the Master Plan to bring create local neighborhoods sustained by nearby commercial offerings.

(b) *Compatibility of the allowed uses with existing and future land uses;*

Redevelopment of this site would follow a similar pattern of nearby developments, meeting all setback, screening, and landscaping requirements of the code. The future land use for this site is Mixed Use, which desires integration of nearby commercial, industrial and residential uses in a node. This rezoning allows for further compatibility with recent developments in this growing commercial node, which meets the intention of the Mixed Use future land use.

- (c) *Capability of the property to be served by public services;*  
The property is currently served by public services and utilities.
- (d) *Ability of the property to be used as currently zoned; and*  
R-4 Residential District, the current zoning district for this property, allows for multi-family development and limited commercial uses like offices or clinics. Considering the size of the parcel, it is unlikely to redevelop into multi-family apartments or townhomes without being combined with numerous other adjacent parcels. While the property can technically be used as an existing single-family housing unit within its current district, this does not take full advantage of available uses and limits the development potential of the commercial corridor that has recently grown along 36<sup>th</sup> Street SW.
- (e) *Appropriateness of all uses allowed within the proposed district at the property location.*  
All B-2 use types are considered appropriate at this location, adjacent to other B-2 uses. This zoning district allows for uses typically found along commercial corridors throughout Wyoming and within reach of nearby residential and industrial activities. The 36<sup>th</sup> Street commercial corridor is one that has seen significant investment and growth in recent years through both commercial and industrial expansion. As is typical in the code, many commercial activities have additional requirements for uses like gas stations to ensure future projects align with the existing development pattern.

## STAFF COMMENTS

- (a) *Dimensional Standards*  
The property meets lot area minimum of 6,500 sq. ft. but fails to meet lot width requirement of 65 ft. This rezoning is the first step in the redevelopment process to combine this parcel with the adjacent parcel, and the parcels could not be combined before the zoning districts match. Once combined, these parcels will meet all dimensional standards for B-2 General Business District. It should be noted that the property currently does not meet either the minimum lot area or lot width of its current R-4 zoning district.
- (b) *Location*  
The parcel's location is adjacent to other properties zoned B-2 General Business District. Located near US-131 and Division Avenue S, recent nearby developments include Corewell Health, Benteler Automotive, and Gelock Heavy Movers, and the Godwin Mercado. All projects combine for hundreds of millions of dollars of investment nearby. Through this investment and any related job creation, the commercial development for this property can be supported.
- (c) *Process*  
The Planning Commission is only considering the rezoning of this parcel. The rezoning will receive two readings at City Council. If submitting site plans for redevelopment as a

gasoline station, the applicant could submit a site plan relying on the updated zoning once approved by City Council or contingent on City Council approval.

- November 18 – Planning Commission considers rezoning request.
- December 1 – City Council hears the first reading of the rezoning request.
- January 5 – City Council hears the second reading of the rezoning request.

Blair said the Development Review Team recommends the Planning Commission grant the B-2 rezoning request at 138 36<sup>th</sup> Street SW and recommend the same to City Council.

Micele opened the public hearing at 8:05 PM. There was no public comment, and the hearing was closed.

Steve Witte, 217 Grandville Ave SW, Suite 302, spoke to commissioners and explained that AGO is the owner of the two lots next to the lot in question and the future plan was to combine the lots and redevelop the gas station and that includes the demolition and rebuild of the existing building. Witte stated the plan was to be back in front of Planning Commission in January to hopefully break ground in the spring.

A motion was made by Weller, supported by Zapata to grant the B-2 rezoning request, and recommend the same to City Council.

A vote on the motion passed unanimously.

#### AGENDA ITEM NO. 5

Request for a preliminary plat tentative approval at 3738 52nd St SW (Section 25) (Paramount Development Corporation, Virginia L Salmon Trust)

Blair said the applicant is requesting to develop an existing single-family lot into a new mixed-type residential subdivision. The northern portion of the site will be developed – in 2 phases – into a series of 23 townhome buildings, containing 124 units. However, the west and southern portions of the site will be developed – in 2 phases – to include 81 platted parcels. Phase 1, which is currently proposed, will include 36 platted lots; 19 50-foot lots along “Bonvale Street”, connected to the townhome development, and 17 70-foot lots along “Vernes View Drive”, connected to the existing Clarey Dr. subdivision. The 50-foot lots will be served by a new public road, while the 70-foot lots will be served by a new public cul-de-sac road, extended from Clarey Dr. Both sets of platted lots will be served by public utilities.

Blair said the platting of property is a three-step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation, and street layout, with preliminary engineering.

**APPLICATION FOR DEVELOPMENT PLAN REVIEW**

**Proposed Request**

<input type="checkbox"/> Construction of a new building	<input checked="" type="checkbox"/> Rezoning
<input type="checkbox"/> Expansion of an existing building	<input type="checkbox"/> Special Use
<input type="checkbox"/> New/Expanded Multifamily Development	<input type="checkbox"/> Site Condominium Plan
<input type="checkbox"/> PUD Overall Development Plan/Amendment	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Other (describe) _____	

**Site and Project Information**

Project Name: 138 36th Street Rezone

Site Address(es): 138 36th Street, SW

Parcel Number(s): 41-17-4-226-002

Total Site Area: 7,470 sf Existing Bldg. Coverage: 1,260 sf Proposed Bldg. Coverage: TBD

Current Use of Site/Building: Residential

Proposed Use of Site/Building: Redevelopment of Gas Station to the West

Current Zoning District: R-4 Proposed Zoning District: B-2

Proposed Number of Units: 1 Proposed Number of Total Parking Spaces: TBD

Estimated Project Cost: TBD Projected Number of Jobs Created: TBD

Mandatory Pre-Application Meeting Date Completed on: \_\_\_\_\_

Waiver(s) Requested:  Yes  No

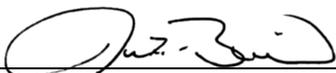
**Applicant and Preparer of Development Plan**

Applicant: <u>Jason Berris / A.G.O.</u>	Preparer/Firm: <u>Steve Witte / Nederveld, Inc.</u>
Address: <u>440 West Division; PO Box 247</u> <u>Sparta, MI 49345</u>	Address: <u>217 Cesar E. Chavez Ave, SW</u> <u>Suite 302, Grand Rapids, MI 49503</u>
Email: <u>j.berris@americango.biz</u>	Email: <u>switte@nederveld.com</u>
Phone: <u>(616) 887-0956</u>	Phone: <u>(616) 292-5953</u>

**Property Owner**

Name: Will be: Jason and Linda Berris/AGO Address: 440 West Division, PO Box 247

Phone: (616) 887-0956 Sparta, MI 49345

Signature: 

## REZONE

138 – 36<sup>th</sup> Street, SW

(for American Gas and Oil)

### **Project Overview:**

American Gas & Oil (A.G.O.) has a purchase agreement in place to purchase the property located at 138 – 36<sup>th</sup> Street, SW.

A.G.O. (through Linda Berris Trust) owns the adjacent properties located at 150 36<sup>th</sup> Street, SW and 3636 Buchanan Avenue, SW. There is an existing gas station on 150 36<sup>th</sup> Street, and there is an existing auto shop/building on 3636 Buchanan Avenue, SW. A.G.O. is a locally owned business, and they have owned the property and gas station for many, many years (since the '80's).

A.G.O. is requesting 138 – 36<sup>th</sup> Street be rezoned from R-4 to B-2, in order to include this property in the redevelopment/reconstruction of the gas station. It is envisioned that the overall project will include the demolition of the buildings on all three properties and the construction of a new, single gas station building and related site improvements. The three properties would be combined in to a single property as part of the proposed overall project. Pending rezone of the 138 36<sup>th</sup> Street property to B-2, a site plan set for the redevelopment will be submitted for review and approval. This will allow A.G.O. to redevelop and improve the overall site/area to bring it more in line with today's standards and improve the function and aesthetics of the site. It is our understanding that we need to first go through the rezone process before we are allowed to submit for the site plan/special land use for the redevelopment of the property.

The above being said, please note the following regarding the rezone request:

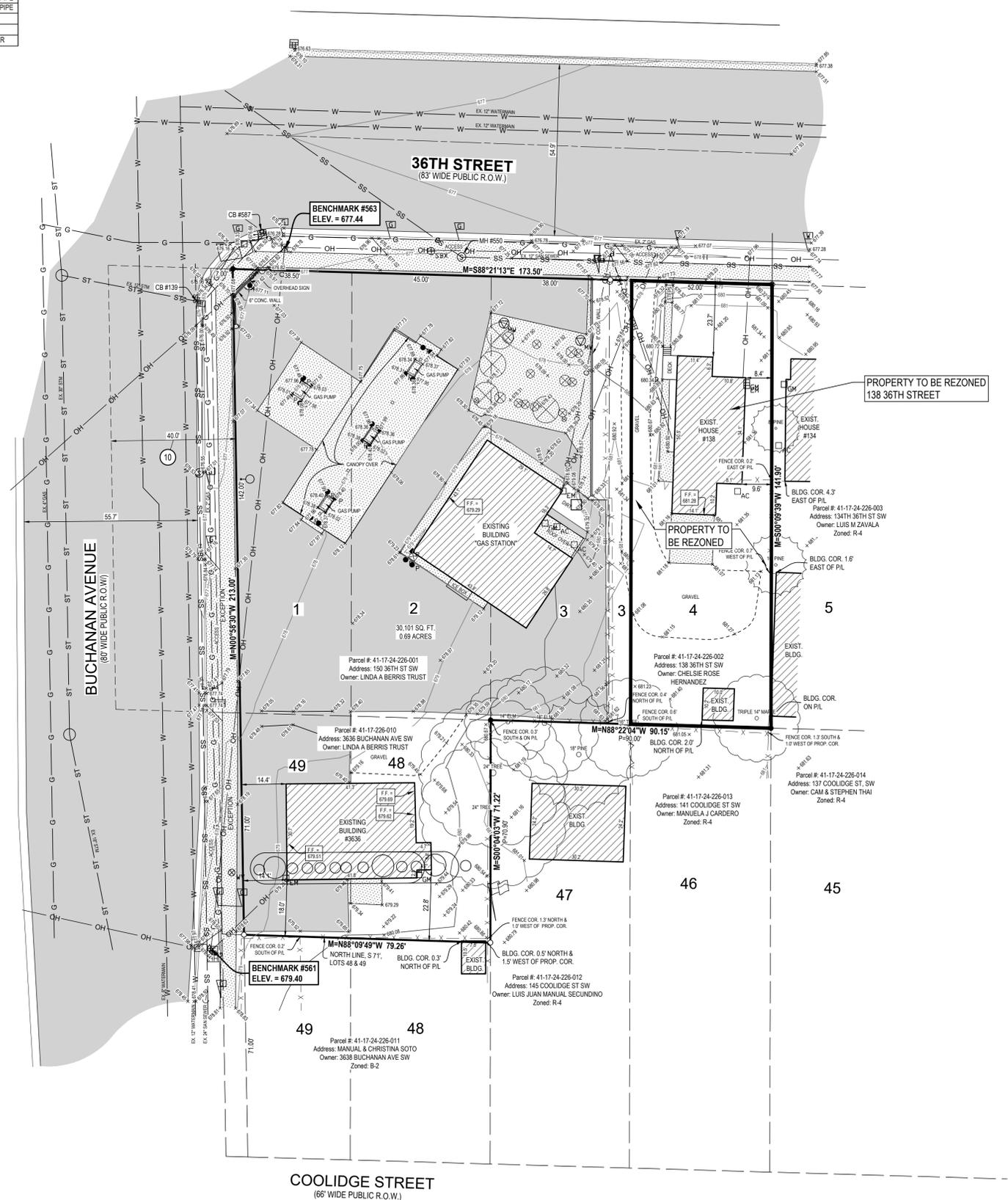
- 1). Both 36<sup>th</sup> and Buchanan are very busy roadways, which lends itself to commercial uses.
- 2). The property to be rezoned is directly adjacent to the B-2 district, and the property will be purchased by the adjacent B-2 land owner and combined in to one property.
- 3). The rezone will not result in an additional business/use in the area. Pending the rezone, the adjacent gas station will be demolished and reconstructed/redeveloped in to a much more attractive single site and business, with better traffic flow/safety, a more attractive building, and additional landscaping and other site improvements. The redevelopment of the gas station will include the 138 36<sup>th</sup> Street property.
- 4). The applicant is the adjacent gas station owner, which is a local business that has owned the gas station for many years. They desire to make a substantial investment in the property and improve their site.

**STRUCTURE INFORMATION**

#	Structure Type	DIA	Rim Elevation	Generic Notes	Size/Type/Direction	Invert Elevation	Notes
139	Catch Basin	-	675.92	-	12" CONC (NE)	671.13	-
					12" CONC (W)	671.08	-
					12" CONC (WNW)	672.18	TOP OF PIPE
					12" CONC (S)	672.58	TOP OF PIPE
550	Sanitary Sewer Manhole	5	677.10	-	12" CLAY (W)	663.89	-
					12" CLAY (E)	663.79	-
587	Catch Basin	-	676.17	-	12" CONC (SW)	672.55	WATER

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

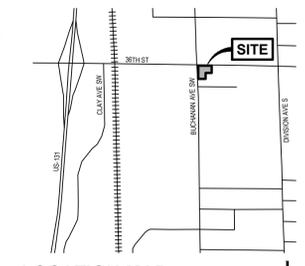
NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLAN" WERE OBTAINED FROM AVAILABLE "AS-BUILT" RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.



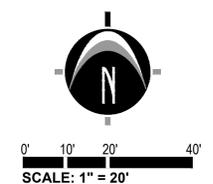
**BENCHMARKS**

**BENCHMARK #561** ELEV. = 679.40 (NAVD83)  
Set cement nail in Northwest side of power pole. Located 6'± East of the East edge of asphalt of Buchanan Avenue & 22'± South of the South line of existing building #936.

**BENCHMARK #563** ELEV. = 677.44 (NAVD83)  
Set spirit level in South side of power pole. Located 22'± East of the East edge of asphalt of Buchanan Avenue & 7'± South of the South edge of asphalt of 36th Street.



LOCATION MAP  
NOT TO SCALE



**LEGEND**

- AC Air Conditioning
- ▢ Catch Basin - Square
- △ Control Point/ Benchmark
- ▭ Cable Riser
- Deciduous Tree
- ◉ Evergreen Tree
- ▭ EM Electric Meter
- ▭ GM Gas Meter
- Guy Anchor
- Handhole
- Iron-Found
- Iron-Set
- ▭ MB Mailbox
- ▭ Miss Dg Flag - Electric
- ▭ Miss Dg Flag - Gas
- ▭ Miss Dg Flag - Water
- ⊙ Manhole

**GENERAL NOTES**

- CURRENT ZONING OF 138 36TH STREET PROPERTY: R-4 RESIDENTIAL  
R-4 ZONING REQUIREMENTS:  
MINIMUM LOT AREA = 43,500 SF  
MINIMUM LOT WIDTH = 120 FT  
MAXIMUM ALLOWED BUILDING HEIGHT = 35 FT  
MAXIMUM ALLOWED BUILDING COVERAGE = 40%  
MINIMUM ALLOWED BUILDING SETBACKS:  
FRONT YARD = 35 FT  
SIDE YARD = 20 FT  
REAR YARD = 35 FT
- PROPOSED ZONING OF 138 36TH STREET PROPERTY: B-2 COMMERCIAL  
B-2 ZONING REQUIREMENTS:  
MINIMUM LOT AREA = 5,500 SF  
MINIMUM LOT WIDTH = 65 FT  
MAXIMUM ALLOWED BUILDING HEIGHT = 35 FT  
MAXIMUM ALLOWED BUILDING COVERAGE = 60%  
MINIMUM ALLOWED BUILDING SETBACKS:  
FRONT YARD = 25 FT  
SIDE YARD = 20 FT (ABUTTING RESIDENTIAL)  
REAR YARD = 30 FT
- SUMMARY OF LAND USE:  
A) TOTAL ACREAGE OF 138 36TH STREET = 6,411 SF +/- (0.15 ACRES +/-) (EXCLUDING ROAD R.O.W.)  
B) ZONING OF SURROUNDING PARCELS  
NORTH = R-2  
EAST AND SOUTH = R-4  
WEST = B-2
- THIS PROPERTY IS NOT IN THE 100 YEAR FLOOD PLAIN, BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS.
- THE PERMANENT PARCEL NUMBER FOR THE SITE IS 41-17-24-226-002.  
THE ADDRESS FOR THE SITE IS 138 - 36TH STREET.

**LEGAL DESCRIPTION FOR REZONE**

Parcel Number: 41-17-24-226-002  
Property Address: 138 36TH ST SW  
Legal Description:  
Located in the City of Wyoming, County of Kent, State of Michigan  
Lot 3 except the West 38 feet thereof and Lot 4 of Home Builders Park Plat, City of Wyoming, Kent County, Michigan, as recorded in Liber 28 of Plats, Page 1.  
(Transnation Title Agency of Michigan Lakeshore Division Commitment No. 471644LKS, dated September 10, 2025)

**SURVEYOR'S NOTES**

- ALTA TABLE "A" ITEM NO. 3 - Flood Zone Classification: An examination of the National Flood Insurance Program's Flood Insurance Rate Map for Community Number 260111, Map Number 2601(C0418D), with an Effective Date of 02.23.2023 (NOT PRINTED), shows this parcel to be located in Zone X (Area of Minimal Flood Hazard) (subject to map scale uncertainty).
- ALTA TABLE "A" ITEM NO. 4 - Gross Land Area: 30,101 Square Feet / 0.69 Acres
- Note to the client, insurer, and lender - With regard to Table A, Item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
- NOTE TO CONTRACTORS: 3 (THREE) WORKING DAYS BEFORE YOU DIG, CALL MISS DIG AT TOLL FREE 1-800-482-7171 FOR UTILITY LOCATIONS ON THE GROUND.

www.nederveld.com  
800.222.1868

**GRAND RAPIDS**  
217 Grandville Ave., Suite 302  
Grand Rapids, MI 49503  
Phone: 616.575.5190

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

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

**PREPARED FOR:**  
American Gas & Oil, Inc.  
Attention: Jason Berris

440 West Division  
Sparta, MI 49345  
Phone: 616.887.0956

**REVISIONS:**

Title: Preliminary Plan  
Drawn: SW Checked: SW Date: 10/10/2025

**CITGO - 36TH BUCHANAN**

**Rezone Plan - 138 36th Street**  
150 36th Street, SE  
PART OF THE NORTHEAST 1/4 OF SECTION 24, T6N, R12W,  
CITY OF WYOMING, KENT COUNTY, MICHIGAN

**SEAL:**

**PROJECT NO:**  
24401533

**SHEET NO:**  
**C-200**

WYOMING PLANNING COMMISSION  
AGENDA ITEM  
NO. 4

**DATE DISTRIBUTED:** November 10, 2025  
**PLANNING COMMISSION DATE:** November 18, 2025  
**ACTION REQUESTED:** Request for Rezoning from R-4 Residential District to B-2 General Business District  
**REQUESTED BY:** Jason Berris, A.G.O  
**REPORT PREPARED BY:** Colton Hyble, Planner I

**GENERAL LOCATION DESCRIPTION:**

The property is located at 138 36<sup>th</sup> Street SW. The property is approximately 0.17 acres and is located along 36<sup>th</sup> Street SW, southwest of the intersection of 36<sup>th</sup> Street SW and Buchanan Avenue SW.

**EXISTING ZONING CHARACTERISTICS:**

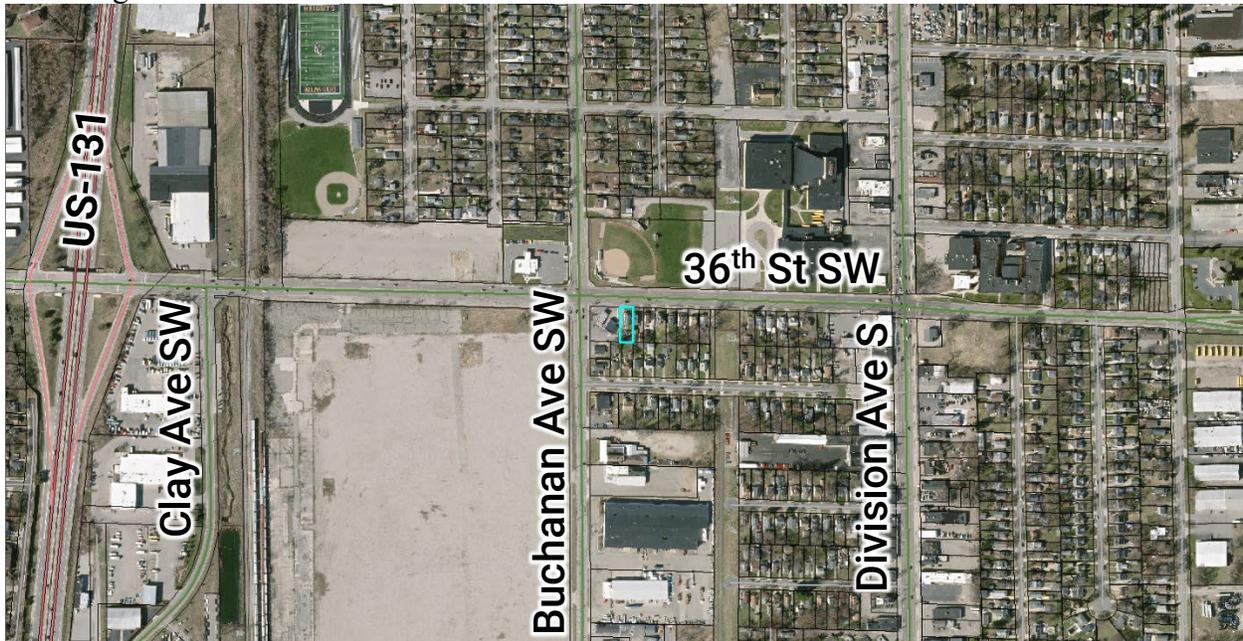
This site is zoned R-4 Residential District. Zoning surrounding the property follows:



North: R-2 Residential District  
South: R-4 Residential District, B-2 General Business District, I-2 General Industrial District  
East: R-4 Residential District, FBC Form Based Code: Corridor General, R-3 Residential District, I-1 Light Industrial District  
West: B-2 General Business District, P-1 Vehicular Parking District, I-2 General Industrial District, I-1 Light Industrial District

**EXISTING LAND USE:**

The site currently has one building within the 0.17 acre parcel. Uses surrounding the site are the following:



North: Residential – Education, Single Family, Place of Worship, Commercial – Personal Services, Retail

South: Residential – Single Family, Commercial – Contactor, Retail, Personal Services, Industrial – Manufacturing, Warehouse, Automotive Repair, Trucking

East: Residential – Single Family, Interurban Trail, Education, Commercial – Personal Services, Restaurant, Retail, Grocery

West: Commercial – Gasoline Station, Credit Union, Marketplace, Industrial – Manufacturing, Distribution

**PROJECT INFORMATION:**

The applicant proposes rezoning the property at 138 36<sup>th</sup> Street SW to B-2 General Business district from its current residentially zoned status. This property is adjacent to B-2 zoned property that connects with other same-zoned properties across the intersection of 36<sup>th</sup> Street SW and Buchanan Avenue SW. This is the first step in a multi-step process to combine this property with the adjacent corner property for redevelopment. The applicant plans to demolish existing structures and redevelop the site, expanding and continuing the gasoline station use.

**CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:**

Section 90-516(6) establishes general review standards for rezonings:

(a) *Consistency with the adopted master plan;*

The City’s Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Mixed Use, which calls for commercial, residential, office, and industrial uses arranged either vertically or horizontally. A rezoning to a business district would allow for additional commercial activity in an area that has seen recent commercial and industrial investments alongside the adjacent residential uses. This aligns with the vision of the Master Plan to bring create local neighborhoods sustained by nearby commercial offerings.



(b) *Compatibility of the allowed uses with existing and future land uses;*

Redevelopment of this site would follow a similar pattern of nearby developments, meeting all setback, screening, and landscaping requirements of the code. The future land use for this site is Mixed Use, which desires integration of nearby commercial, industrial and residential uses in a node. This rezoning allows for further compatibility with recent developments in this growing commercial node, which meets the intention of the Mixed Use future land use.

(c) *Capability of the property to be served by public services;*

The property is currently served by public services and utilities.

(d) *Ability of the property to be used as currently zoned; and*

R-4 Residential District, the current zoning district for this property, allows for multi-family development and limited commercial uses like offices or clinics. Considering the size of the parcel, it is unlikely to redevelop into multi-family apartments or townhomes without being combined with numerous other adjacent parcels. While the property can technically be used as an existing single-family housing unit within its current district, this does not take full advantage of available uses and limits the development potential of the commercial corridor that has recently grown along 36<sup>th</sup> Street SW.

- (e) *Appropriateness of all uses allowed within the proposed district at the property location.* All B-2 use types are considered appropriate at this location, adjacent to other B-2 uses. This zoning district allows for uses typically found along commercial corridors throughout Wyoming and within reach of nearby residential and industrial activities. The 36<sup>th</sup> Street commercial corridor is one that has seen significant investment and growth in recent years through both commercial and industrial expansion. As is typical in the code, many commercial activities have additional requirements for uses like gas stations to ensure future projects align with the existing development pattern.

## **STAFF COMMENTS**

### *(A) Dimensional Standards*

The property meets lot area minimum of 6,500 sq. ft. but fails to meet lot width requirement of 65 ft. This rezoning is the first step in the redevelopment process to combine this parcel with the adjacent parcel, and the parcels could not be combined before the zoning districts match. Once combined, these parcels will meet all dimensional standards for B-2 General Business District. It should be noted that the property currently does not meet either the minimum lot area or lot width of its current R-4 zoning district.

### *(B) Location*

The parcel's location is adjacent to other properties zoned B-2 General Business District. Located near US-131 and Division Avenue S, recent nearby developments include Corewell Health, Benteler Automotive, and Gelock Heavy Movers, and the Godwin Mercado. All projects combine for hundreds of millions of dollars of investment nearby. Through this investment and any related job creation, the commercial development for this property can be supported.

### *(C) Process*

The Planning Commission is only considering the rezoning of this parcel. The rezoning will receive two readings at City Council. If submitting site plans for redevelopment as a gasoline station, the applicant could submit a site plan relying on the updated zoning once approved by City Council or contingent on City Council approval.

- November 18 – Planning Commission considers rezoning request.
- December 1 – City Council hears the first reading of the rezoning request.
- January 5 – City Council hears the second reading of the rezoning request.

**CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:**

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

This rezoning allows for expanded commercial opportunities in this budding commercial node within the City of Wyoming. Adjacent to a variety of uses, the principle of economic strength is evident by providing commercial stability and expanded commercial activity in an area that has seen millions of dollars of investments within recent years.

**PLANNING COMMISSION ACTION:**

The Development Review Team recommends the Planning Commission grant the B-2 rezoning request at 138 36<sup>th</sup> Street SW and recommend the same to City Council.

**DEVELOPMENT REVIEW TEAM:**

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community and Economic Development

ORDINANCE NO. 18-25

ORDINANCE TO AMEND ZONING CODE SECTIONS 90-206 “DEFINITIONS – F”, 90-708  
“SPECIFIC SIGN REQUIREMENTS; NONRESIDENTIAL DISTRICTS”

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 2, 90-206 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**Sec. 90-206. – Definitions “F”**

*Façade:* The exterior wall of a building exposed to public view.

*Family:* Family means either of the following:

- 1) A domestic family which is one or more persons living together and related by the bonds of blood, marriage or adoption, together with caretaker of the principal occupants and not more than one additional unrelated person, with all of such individuals being domiciled together as a single, domestic housekeeping unit in a dwelling.
- 2) The functional equivalent of the domestic family which is six or fewer persons living together in a dwelling unit whose relationship is of a regular, permanent and distinct character or has a demonstrable and recognizable bond which renders the persons a cohesive unit. All persons must be cooking and otherwise operating as a single housekeeping unit.
- 3) This definition shall not include any society, club, fraternity, sorority, association, lodge, coterie, organization or group where the common living arrangement and/or the basis for the establishment of the functional equivalency of the domestic family is likely or contemplated to exist for a limited or temporary duration.

*Fence:*

- 1) *Decorative/ornamental fence:* A fence, ornamental in nature, that is more than 50 percent open to the free passage of air and light, not intended to provide a barrier to passage or for screening, including, but not limited to: picket fences, wrought iron fences, and split rail fences. Decorative fencing does not include chain link or privacy fencing and may not be used as pool, protective or security fencing.
- 2) *Fence:* An artificially constructed barrier of wood, masonry, stone, wire, metal, plastic or any other manufactured material or combination of materials, used to prevent or control entrance, confine within, or mark a boundary.
- 3) *Privacy fence:* A fence or wall that is designed to be used as a visual barrier to inhibit or prevent observation of an area and which is less than 50 percent open to the free passage of air and light.

*Fill, filling:* The deposit or dumping of any matter onto or into the ground, except for common household gardening, farming and general ground care.

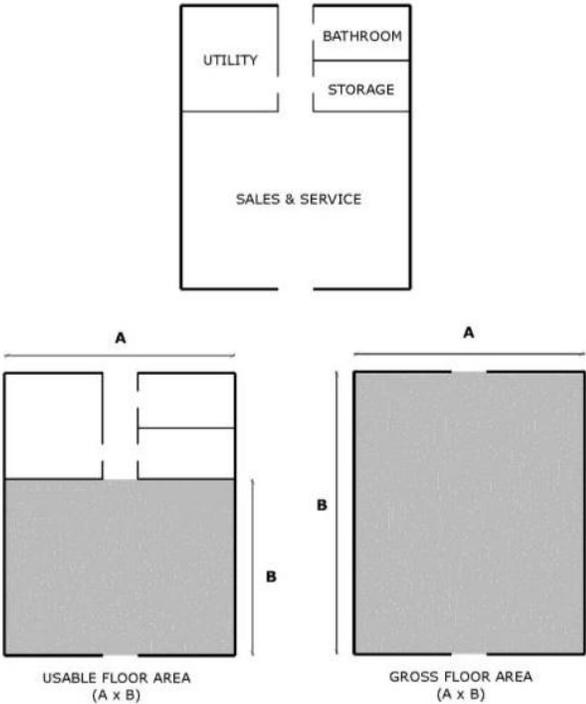
*Floor area:*

- 1) *Gross floor area (GFA):* The area within the perimeter of the outside walls of the building

under consideration, without deduction for hallways, stairs, closets/storage rooms, thickness of walls, columns, or other features.

- 2) *Residential floor area:* For the purposes of computing the minimum allowable floor area in a residential dwelling unit, the sum of the horizontal areas of each story of the building shall be measured from the exterior faces of the exterior wall. The floor area measurement is exclusive of areas of basements, unfinished attics, attached garages, breezeways, and enclosed or unenclosed porches.
- 3) *Usable floor area (UFA):* That area used for or intended to be used for the sale of merchandise or services, or for use to serve patrons, clients or customers. Floor area which is used or intended to be used principally for the storage of merchandise, or areas such as hallways, stairways, elevator shafts, space for utilities or sanitary facilities, shall be excluded from this computation of UFA. Measurement of UFA shall be the sum of the horizontal areas of the several floors of the building, measured from the exterior faces of the exterior walls. When a detailed floor plan is not available, a factor of 80 percent shall be used to estimate the useable floor area for purposes of calculating parking requirements and other standards based on useable floor area. Figure 90-206-1.

FLOOR AREA



*Frontage:* The length of the property line that faces and has access to a public street. Property lines that run adjacent to freeways, interstates, or expressways are not considered frontage.

Section 2. That Chapter 90, Article 7, 90-708 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**Sec. 90-708 – Specific sign requirements; nonresidential districts**

(1) Permitted sign types.

- (a) Permanent signs. Each lot or use shall be permitted primary and secondary signs as listed in Tables 90-708 and 90-708-2. A sign permit is required for all permanent signs.
- (b) Temporary signs: See Table 90-708-4. A permit shall be required for temporary signs. Temporary signs may not be illuminated.
- (c) Window signs: See Table 90-708-2.

(2) Specific sign requirements.

(a) Wall signs.

1. Single Tenant Building:

- a. One wall sign per principal building, occupied by one tenant, shall be permitted facing the front yard per street frontage on each parcel.

2. Multitenant building or shopping center:

- a. One wall sign shall be permitted for each tenant having an individual means of public access and shall be placed on the tenant's entry wall space.
- b. Tenants occupying a corner space in a multitenant structure shall be permitted to have one sign on each of their wall frontages.
- c. Where several tenants share a common entrance in a multitenant structure, only one wall sign shall be permitted, with the total permitted sign area being allocated among the tenants.

(b) Awning signs. An awning sign may be provided in lieu of a wall sign. The area of an awning sign shall be considered as part of the permitted area for wall signs as shown in Table 90-708.

(c) Sloping roof signs. A sloping roof sign may be provided in lieu of an awning or wall sign. The area of a sloping roof sign shall be the same as the permitted area for wall signs as shown in Table 90-708.

(d) Directional signs. Directional signs are permitted as necessary to direct the public to entrances and exits, parking areas and activity areas, as approved on the required site plan. A freestanding directional sign shall not be located within the clear vision area.

(e) Marquees. For the purposes of this article, any fascia of a marquee shall be considered a wall, and any sign affixed to a marquee shall be subject to the requirements for wall signs.

(f) Moving image signs and time and temperature signs.

- 1. Except as otherwise permitted in this article, a moving image sign or time and temperature sign shall be permitted only as a secondary sign, subject to the limitation in Table 90-708-2.
- 2. Message changes may occur no less than seven seconds apart. The methods of change shall be limited to instantaneous, roll, splice, unveil, venetian, zoom and

fade, as interpreted by the chief building official. Messages or images that scroll across the sign shall not be permitted.

3. Messages may not advertise off-site locations, events or products.

(g) Off-premises advertising signs. Off-premises advertising signs (billboards) shall only be permitted as outlined in section 90-709.

(3) Permanent sign requirements. Each use shall be permitted the primary and secondary signs as provided in Tables 90-708 and 90-708-2.

**TABLE 90-708: PRIMARY SIGN REQUIREMENTS - NONRESIDENTIAL DISTRICTS**

Sign Type and Requirement (P = Permitted NP = Not Permitted)		Zoning District						
		B-1	B-2	B-3	RO-1	I-1	I-2	I-3
Wall, Awning, and Sloping Roof Signs	Wall Sign	P	P	P	P	P	P	P
	Awning Sign	P	P	P	P	P	P	P
	Sloping Roof Sign	P	P	P	P	P	P	P
Maximum Number (for each frontage per tenant or use)		1	1	1	1	1	1	1
		No more than 1 wall sign, OR 1 awning sign, OR 1 sloping roof sign for each frontage for each tenant wall area served.						
Maximum Total Area Per Use (whichever is less)	Percent of Wall area to which sign is attached	15%	15%	15%	10%	5%	5%	5%
	Area Square Feet Max.	150	150	150	150	100	100	100
Maximum Height per sign		No wall, awning or sloping roof sign shall extend above the wall, roof line, or fascia upon which [it] is attached. A sloping roof sign shall not extend above the roof line.						
Note: If an awning sign is internally illuminated, the entire area of the awning shall be considered a sign.								

Sign Type and Requirement (P = Permitted NP = Not Permitted)		Zoning District						
		B-1	B-2	B-3	RO-1	I-1	I-2	I-3
Pole and Ground Signs	Pole Sign	P	P	P	P	P(2)	P	NP
	Ground Sign	P	P	P	P	P	P	P
Maximum Number (per lot or frontage)		1	1	1	1	1	1	1
		Multiple frontage corner lots are permitted 1 sign per street frontage; total aggregate sign area of all pole signs shall not exceed 120% of area requirements. No more than 1 pole sign OR 1 ground sign per lot or frontage as permitted above.						
Maximum Area (square feet)	Pole Sign (3)	100	100	100	100	100	100	100
	Ground Sign (4)	75	75	75	60	75	75	75
Maximum Height (feet)	Pole Sign (3)	30	30	30	20	30	30	NP
	Ground Sign (4)	12	12	12	12	12	12	12
Setback from property lines (feet)	Pole Sign (3)	0	0	0	0	0	0	NP
	Ground Sign (4)	5	5	5	5	5	5	5

Sign Type and Requirement (P = Permitted NP = Not Permitted)	Zoning District						
	B-1	B-2	B-3	RO-1	I-1	I-2	I-3
<b>Expressway Business Pole Sign</b>	NP	P	P	NP	P	P	P
Expressway Business Pole Signs shall be permitted only for those businesses abutting an expressway or freeway right-of-way.							
Maximum Number per lot(6)	NP	1	1	NP	1	1	1
Maximum Area (square feet)	NP	300	300	NP	300	300	300
Minimum Height (feet) if sign area exceeds 100 square feet	NP	60	60	NP	60	60	60
Maximum Height (feet)	NP	90	90	NP	90	90	90
Location Requirements	The base of the sign shall not be located behind the building containing the use advertised within a required front or secondary front yard. The sign shall be set back at least 100 feet from any residentially zoned property.						
(2) Pole signs shall not be permitted within industrial parks. Pole signs shall not be permitted within industrial parks.							
(3) If the lot frontage along any one street exceeds 150 feet, additional display area may be added to a pole sign located along that street at a ratio of one square foot for each two feet of property frontage in excess of 150 feet, up to a maximum area of 200 square feet.							
(4) The area of the ground sign may be increased to 100 square feet, if identifying a multitenant building or use.							
(5) Pole signs shall have 8 feet of clearance to the ground.							
(6) A wall sign facing an expressway may be substituted for a parcel's Expressway Business Pole Sign at the discretion of the City Planner.							

Section 3. That, if codified by MuniCode, MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

Section 4. That this ordinance shall take effect upon the later of 15 days after its adoption or upon publication as required by applicable law.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 18-25  
Introduced: 12.01.25  
Adopted: \_\_\_\_\_

# CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509  
616.530.7285 | wyomingmi.gov

November 19, 2025

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to amend Zoning Code Sections 90-206 "Definitions F", 90-708  
"Specific Sign Requirements, Nonresidential Districts".

Recommendation: To approve the subject Zoning Ordinance amendments.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on November 18, 2025. At the meeting, a motion was made by LaPlaca, supported by Gilreath-Watts, to recommend that City Council approve the proposed text amendments. The motion to approve passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following, please find some general information.

From time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document.

These proposed amendments are focused on eliminating uncertainty within the sign code regarding the definition of "Street Frontage," while also providing more opportunities for highway-adjacent properties to advertise their businesses. This includes the revision of the definition of "Street Frontage," as well as updates to elements of the Sign Code, specifically regarding "Wall Signs" and "Expressway Pole Signs".

These changes will provide clarity for which face of a building a Wall Sign would be allowed on, as well as the number of Wall Signs allowed per property. This also would give property owners along expressways and interstates more freedom in choice as to how to provide advertising and identification for their respective businesses.

No comments were made during the public hearing. The proposed zoning code text amendments are attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a long horizontal stroke at the end.

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

Cc: John Shay, City Manager

Weller said this was a good use for the property because a business would cause more traffic during the week and evenings and a church shouldn't cause that much traffic.

A vote on the motion passed unanimously.

A motion was made by Gilreath-Watts, supported by Lamer to approve the site plan for 4445 Division Ave S, subject to conditions 1-3.

A vote on the motion passed unanimously.

### AGENDA ITEM NO. 3

Request to amend Zoning Code Sections 90-206 "Definitions F", 90-708 "Specific Sign Requirements, Nonresidential Districts" (Wyoming Planning Staff)

Blair explained that from time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. These proposed amendments are focused on the eliminating uncertainty within the sign code regarding the definition of "Street Frontage", while also providing more opportunities for highway-adjacent properties to advertise their businesses.

### **PURPOSE FOR ZONING ORDINANCE AMENDMENTS:**

City staff is recommending updating the following sections for the following reasons:

*Wall Sign Clarity Along Freeways. (Sections 90-206, 90-708)*

These changes update an existing definition of frontage to specify that property along freeways, interstates, or expressways are not considered frontage. This is in tandem with a change to the regulations regarding wall signs, which specifies that a permitted Wall Sign must face the street frontage. Additionally, a third change allows for Wall Signs to face an interstate or expressway if substituted for a permitted Expressway Pole Sign.

Blair said The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-206 "Definitions F", 90-708 "Specific Sign Requirements, Nonresidential Districts" and recommend the same to City Council.

Micele opened the Public Hearing at 7:55PM. There was no public comment, and the hearing was closed.

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

Weller asked for clarification on the amendments.

Blair explained that the code currently allows for wall signs on the street-facing side of buildings only. With the amendments, the updated code would allow a wall sign on the expressway-facing side of building if substituted for the property's allowed expressway pole sign.

Hofert said staff is noticing more operators wanting to go with an expressway-facing wall sign rather than an expressway pole sign because of a difference in cost.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 4

Request for a rezoning from R-4 Residential District to B-2 General Business District at 138 36th St SW (Section 24) (Jason Berris, A.G.O.)

Blair said the applicant proposes rezoning the property at 138 36<sup>th</sup> Street SW to B-2 General Business district from its current residentially zoned status. This property is adjacent to B-2 zoned property that connects with other same-zoned properties across the intersection of 36<sup>th</sup> Street SW and Buchanan Avenue SW. This is the first step in a multi-step process to combine this property with the adjacent corner property for redevelopment. The applicant plans to demolish existing structures and redevelop the site, expanding and continuing the gasoline station use.

**CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:**

Section 90-516(6) establishes general review standards for rezonings:

(a) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Mixed Use, which calls for commercial, residential, office, and industrial uses arranged either vertically or horizontally. A rezoning to a business district would allow for additional commercial activity in an area that has seen recent commercial and industrial investments alongside the adjacent residential uses. This aligns with the vision of the Master Plan to bring create local neighborhoods sustained by nearby commercial offerings.

(b) *Compatibility of the allowed uses with existing and future land uses;*

Redevelopment of this site would follow a similar pattern of nearby developments, meeting all setback, screening, and landscaping requirements of the code. The future land use for this site is Mixed Use, which desires integration of nearby commercial, industrial and residential uses in a node. This rezoning allows for further compatibility with recent developments in this growing commercial node, which meets the intention of the Mixed Use future land use.

## Sec. 90-206. – Definitions “F”

*Façade:* The exterior wall of a building exposed to public view.

*Family:* Family means either of the following:

- 1) A domestic family which is one or more persons living together and related by the bonds of blood, marriage or adoption, together with caretaker of the principal occupants and not more than one additional unrelated person, with all of such individuals being domiciled together as a single, domestic housekeeping unit in a dwelling.
- 2) The functional equivalent of the domestic family which is six or fewer persons living together in a dwelling unit whose relationship is of a regular, permanent and distinct character or has a demonstrable and recognizable bond which renders the persons a cohesive unit. All persons must be cooking and otherwise operating as a single housekeeping unit.
- 3) This definition shall not include any society, club, fraternity, sorority, association, lodge, coterie, organization or group where the common living arrangement and/or the basis for the establishment of the functional equivalency of the domestic family is likely or contemplated to exist for a limited or temporary duration.

*Fence:*

- 1) *Decorative/ornamental fence:* A fence, ornamental in nature, that is more than 50 percent open to the free passage of air and light, not intended to provide a barrier to passage or for screening, including, but not limited to: picket fences, wrought iron fences, and split rail fences. Decorative fencing does not include chain link or privacy fencing and may not be used as pool, protective or security fencing.
- 2) *Fence:* An artificially constructed barrier of wood, masonry, stone, wire, metal, plastic or any other manufactured material or combination of materials, used to prevent or control entrance, confine within, or mark a boundary.
- 3) *Privacy fence:* A fence or wall that is designed to be used as a visual barrier to inhibit or prevent observation of an area and which is less than 50 percent open to the free passage of air and light.

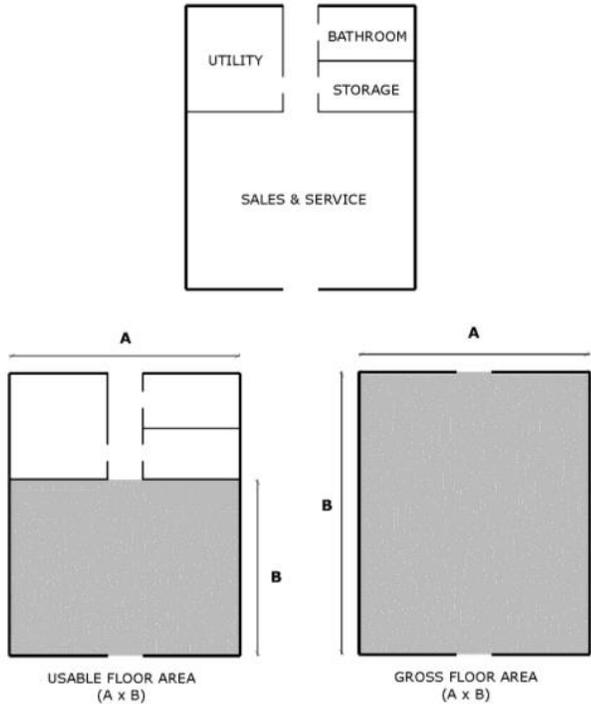
*Fill, filling:* The deposit or dumping of any matter onto or into the ground, except for common household gardening, farming and general ground care.

*Floor area:*

- 1) *Gross floor area (GFA):* The area within the perimeter of the outside walls of the building under consideration, without deduction for hallways, stairs, closets/storage rooms, thickness of walls, columns, or other features.
- 2) *Residential floor area:* For the purposes of computing the minimum allowable floor area in a residential dwelling unit, the sum of the horizontal areas of each story of the building shall be measured from the exterior faces of the exterior wall. The floor area measurement is exclusive of areas of basements, unfinished attics, attached garages, breezeways, and enclosed or unenclosed porches.
- 3) *Usable floor area (UFA):* That area used for or intended to be used for the sale of merchandise or services, or for use to serve patrons, clients or customers. Floor area which is used or intended to be used principally for the storage of merchandise, or areas such as hallways, stairways, elevator shafts, space for utilities or sanitary facilities, shall be

excluded from this computation of UFA. Measurement of UFA shall be the sum of the horizontal areas of the several floors of the building, measured from the exterior faces of the exterior walls. When a detailed floor plan is not available, a factor of 80 percent shall be used to estimate the useable floor area for purposes of calculating parking requirements and other standards based on useable floor area. Figure 90-206-1.

FLOOR AREA



**Frontage:** The length of the property line that faces and has access to a public street. Property lines that run adjacent to freeways, interstates, or expressways are not considered frontage.

Section 2. That Chapter 90, Article 7, 90-708 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**Sec. 90-708 – Specific sign requirements; nonresidential districts**

(1) Permitted sign types.

- (a) Permanent signs. Each lot or use shall be permitted primary and secondary signs as listed in Tables [90-708](#) and 90-708-2. A sign permit is required for all permanent signs.
- (b) Temporary signs: See Table 90-708-4. A permit shall be required for temporary signs. Temporary signs may not be illuminated.
- (c) Window signs: See Table 90-708-2.

(2) Specific sign requirements.

(a) Wall signs.

**1. Single Tenant Building:**

- a. One wall sign per principal building, occupied by one tenant, shall be permitted facing the front yard per street frontage on each parcel.**

**2. Multitenant building or shopping center:**

- a. One wall sign shall be permitted for each tenant having an individual means of public access and shall be placed on the tenant's entry wall space.
- b. Tenants occupying a corner space in a multitenant structure shall be permitted to have one sign on each of their wall frontages.
- c. Where several tenants share a common entrance in a multitenant structure, only one wall sign shall be permitted, with the total permitted sign area being allocated among the tenants.

(b) Awning signs. An awning sign may be provided in lieu of a wall sign. The area of an awning sign shall be considered as part of the permitted area for wall signs as shown in Table 90-708.

(c) Sloping roof signs. A sloping roof sign may be provided in lieu of an awning or wall sign. The area of a sloping roof sign shall be the same as the permitted area for wall signs as shown in Table 90-708.

(d) Directional signs. Directional signs are permitted as necessary to direct the public to entrances and exits, parking areas and activity areas, as approved on the required site plan. A freestanding directional sign shall not be located within the clear vision area.

(e) Marquees. For the purposes of this article, any fascia of a marquee shall be considered a wall, and any sign affixed to a marquee shall be subject to the requirements for wall signs.

(f) Moving image signs and time and temperature signs.

- 1. Except as otherwise permitted in this article, a moving image sign or time and temperature sign shall be permitted only as a secondary sign, subject to the limitation in Table 90-708-2.
- 2. Message changes may occur no less than seven seconds apart. The methods of change shall be limited to instantaneous, roll, splice, unveil, venetian, zoom and

fade, as interpreted by the chief building official. Messages or images that scroll across the sign shall not be permitted.

3. Messages may not advertise off-site locations, events or products.

(g) Off-premises advertising signs. Off-premises advertising signs (billboards) shall only be permitted as outlined in [section 90-709](#).

(3) Permanent sign requirements. Each use shall be permitted the primary and secondary signs as provided in Tables [90-708](#) and 90-708-2.

DRAFT

**TABLE 90-708: PRIMARY SIGN REQUIREMENTS - NONRESIDENTIAL DISTRICTS**

Sign Type and Requirement (P = Permitted NP = Not Permitted)		Zoning District						
		B-1	B-2	B-3	RO-1	I-1	I-2	I-3
<b>Wall, Awning, and Sloping Roof Signs</b>	Wall Sign	P	P	P	P	P	P	P
	Awning Sign	P	P	P	P	P	P	P
	Sloping Roof Sign	P	P	P	P	P	P	P
Maximum Number (for each frontage per tenant or use)		1	1	1	1	1	1	1
		No more than 1 wall sign, OR 1 awning sign, OR 1 sloping roof sign for each frontage for each tenant wall area served.						
<b>Wall, Awning, and Sloping Roof Signs (cont.)</b>	Percent of Wall area to which sign is attached	15%	15%	15%	10%	5%	5%	5%
	Maximum Total Area Per Use (whichever is less)	150	150	150	150	100	100	100
Maximum Height per sign		No wall, awning or sloping roof sign shall extend above the wall, roof line, or fascia upon which [it] is attached. A sloping roof sign shall not extend above the roof line.						
Note: If an awning sign is internally illuminated, the entire area of the awning shall be considered a sign.								

Sign Type and Requirement (P = Permitted NP = Not Permitted)		Zoning District						
		B-1	B-2	B-3	RO-1	I-1	I-2	I-3
Pole and Ground Signs	Pole Sign	P	P	P	P	P(2)	P	NP
	Ground Sign	P	P	P	P	P	P	P
Maximum Number (per lot or frontage)		1	1	1	1	1	1	1
		Multiple frontage corner lots are permitted 1 sign per street frontage; total aggregate sign area of all pole signs shall not exceed 120% of area requirements. No more than 1 pole sign OR 1 ground sign per lot or frontage as permitted above.						
Maximum Area (square feet)	Pole Sign (3)	100	100	100	100	100	100	100
	Ground Sign (4)	75	75	75	60	75	75	75
Maximum Height (feet)	Pole Sign (3)	30	30	30	20	30	30	NP
	Ground Sign (4)	12	12	12	12	12	12	12
Setback from property lines (feet)	Pole Sign (3)	0	0	0	0	0	0	NP
	Ground Sign (4)	5	5	5	5	5	5	5

Sign Type and Requirement (P = Permitted NP = Not Permitted)	Zoning District						
	B-1	B-2	B-3	RO-1	I-1	I-2	I-3
Expressway Business Pole Sign	NP	P	P	NP	P	P	P
Expressway Business Pole Signs shall be permitted only for those businesses abutting an expressway or freeway right-of-way.							
Maximum Number per lot(6)	NP	1	1	NP	1	1	1
Maximum Area (square feet)	NP	300	300	NP	300	300	300
Minimum Height (feet) if sign area exceeds 100 square feet	NP	60	60	NP	60	60	60
Maximum Height (feet)	NP	90	90	NP	90	90	90
Location Requirements	The base of the sign shall not be located behind the building containing the use advertised within a required front or secondary front yard. The sign shall be set back at least 100 feet from any residentially zoned property.						
(2) Pole signs shall not be permitted within industrial parks. Pole signs shall not be permitted within industrial parks.							
(3) If the lot frontage along any one street exceeds 150 feet, additional display area may be added to a pole sign located along that street at a ratio of one square foot for each two feet of property frontage in excess of 150 feet, up to a maximum area of 200 square feet.							
(4) The area of the ground sign may be increased to 100 square feet, if identifying a multitenant building or use.							
(5) Pole signs shall have 8 feet of clearance to the ground.							
<b>(6) A wall sign facing an expressway may be substituted for a parcel's Expressway Business Pole Sign at the discretion of the City Planner.</b>							