



MICHIGAN

**AGENDA  
WYOMING CITY COUNCIL MEETING  
COUNCIL CHAMBERS  
TUESDAY, JANUARY 20, 2026, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Heather Dood, Grace Reformed Church  
*If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.*
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Approval of Minutes**  
From January 5, 2026, 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. State of the City
    2. GVMC Urban and Community Forestry Grant
  - b) Proclamations
- 10) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 11) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 12) Budget Amendments**
  - a) Budget Amendment No.12 – To Appropriate an Additional \$93,000 of Budgetary Authority for Police Training and Recognize the Associated MCOLES Grant Revenue
  - b) Budget Amendment No.13 – To Appropriate an Additional \$168,476 of Budgetary Authority to Provide Act 425 Payments to Other Communities and Adjust Revenue to Reflect Payments Received
  - c) Budget Amendment No.15 – To Appropriate an Additional \$200,000 of Budgetary Authority to Transfer Resources Across the Self-Insurance Funds to Rebalance Reserves Based on Updated Claims Experience

- d) Budget Amendment No.16 – To Appropriate an Additional \$5,381 of Budgetary Authority to Reconcile the Public Safety Millage Fund Budgets with Actual Beginning Fund Balances and Updated Revenue
- e) Budget Amendment No. 18 – To Consolidate Budget for Annual Bonds and Interest Payments Under the Operating Funds for Sewer and Water

**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 Confirm the Appointment of Chief Kip Snyder as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming

**14) Resolutions**

- b) To Vacate a Portion of 56th Street SW Located West of Clay Avenue and East of US-131 to Adjacent Properties at 505 56th Street SW, 588 56th Street SW, 560 56th Street SW, and 5635 Clay Avenue SW
- c) To Approve and Authorize Signing of a Release and Settlement Agreement with the City of Grand Rapids and Steelcase Inc.
- d) To Authorize the City Manager and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company

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

- e) For the Purchase of a Generator and Controls Upgrade at the Drinking Water Plant
- f) To Award a Bid for the Drinking Water Plant Discharge Valve Replacement Project
- g) To Accept a Proposal for Salt Dome Conveyor Repairs (Budget Amendment No.14)
- h) To Accept a Proposal for Virtual Chief Information Security Officer Services
- i) To Accept a Proposal for Servers
- j) For the Purchase of Fitness Equipment

**16) Ordinances**

- 1-26 To Provide for Improving the Existing Sewage Disposal System of the City; Amending And Supplementing City Ordinances; to Authorize the Issuance and Sale of Sewage Disposal System Revenue Bonds; To Prescribe the Form of the Bonds; To Provide for the Collection of Revenues to Pay Costs of Operating and Maintaining the Sewage Disposal System; To Provide a Reserve Fund for the Bonds and Other Outstanding Sewage Disposal System Bonds; To Provide for Segregating and Distributing Certain Sewage Disposal System Revenues; To Provide for Rights of the Holders of the Bonds and Outstanding Sewage Disposal System Bonds; And to Provide for Other Matters Relative to the Bonds and Outstanding Sewage Disposal System Bonds (Immediate Effect)
- 2-26 To Amend Section 90-515 of the Code of the City of Wyoming by Adding Subsection (149) to Rezone 1277, 1391, 1402, and 1509 36th Street from R-2 Residential District to Ro-1 Restricted Office District (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 (Tammy Robertson v City of Wyoming Lawsuit)**

**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.*

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: January 19, 2026**

**Budget Amendment No. 012**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$93,000 of budgetary authority for police training and recognize the associated MCOLES grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Public Safety Fund</u></b>				
State Grants - Public Safety MCOLES CPE Funding				
205-543.300	\$ 98,534.00	\$ 93,000.00		\$ 191,534.00
Police - Training - Other Services MCOLES CPE Funding				
205-301-32000-956.005	\$ 98,534.00	\$ 93,000.00		\$ 191,534.00
Fund Balance/Working Capital (Fund 205)		\$ -	\$ -	

Recommended: Caib  
Deputy Finance Director

\_\_\_\_\_  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2024-2025 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

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: January 20, 2026**

**Budget Amendment No. 013**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$168,476 of budgetary authority to provide Act 425 payments to other communities and adjust revenue to reflect payments received.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Fund</u></b>				
Property Taxes Act 425 Payments				
101-425.500	\$ (37,116.00)	\$ 59,916.00		\$ 22,800.00
General Government - 2025 - Administration Expense Act 425 Payments				
101-000-02025-961.425	\$ -	\$ 59,916.00		\$ 59,916.00
Fund Balance/Working Capital (Fund 101)		\$ -	\$ -	
<b><u>Public Safety Fund</u></b>				
Property Taxes Act 425 Payments				
205-425.500	\$ (9,382.00)	\$ 15,300.00		\$ 5,918.00
General Government - 2025 - Administration Expense Act 425 Payments				
205-000-02025-961.425	\$ -	\$ 15,300.00		\$ 15,300.00
Fund Balance/Working Capital (Fund 205)		\$ -	\$ -	
<b><u>Fire Fund</u></b>				
Property Taxes Act 425 Payments				
206-425.500	\$ (5,464.00)	\$ 9,200.00		\$ 3,736.00
General Government - 2025 - Administration Expense Act 425 Payments				
206-000-02025-961.425	\$ -	\$ 9,200.00		\$ 9,200.00
Fund Balance/Working Capital (Fund 206)		\$ -	\$ -	
<b><u>Police Fund</u></b>				
Property Taxes Act 425 Payments				
207-425.500	\$ (9,382.00)	\$ 15,300.00		\$ 5,918.00
General Government - 2025 - Administration Expense Act 425 Payments				
207-000-02025-961.425	\$ -	\$ 15,300.00		\$ 15,300.00
Fund Balance/Working Capital (Fund 207)		\$ -	\$ -	
<b><u>Parks and Recreation Fund</u></b>				
Property Taxes Act 425 Payments				
208-425.500	\$ (10,826.00)	\$ 18,400.00		\$ 7,574.00
General Government - 2025 - Administration Expense Act 425 Payments				
208-000-02025-961.425	\$ -	\$ 18,400.00		\$ 18,400.00

Fund Balance/Working Capital (Fund 208)	\$	-	\$	-
<b><u>Sidewalk Fund</u></b>				
Property Taxes Act 425 Payments				
211-425.500	\$	(1,443.00)	\$	2,450.00
			\$	1,007.00
General Government - 2025 - Administration Expense Act 425 Payments				
211-000-02025-961.425	\$	-	\$	2,450.00
			\$	2,450.00
Fund Balance/Working Capital (Fund 211)	\$	-	\$	-
<b><u>First Responders Fund</u></b>				
Property Taxes Act 425 Payments				
213-425.500	\$	(11,547.00)	\$	19,040.00
			\$	7,493.00
General Government - 2025 - Administration Expense Act 425 Payments				
213-000-02025-961.425	\$	-	\$	19,040.00
			\$	19,040.00
Fund Balance/Working Capital (Fund 213)	\$	-	\$	-
<b><u>Solid Waste Fund</u></b>				
Property Taxes Act 425 Payments				
228-425.500	\$	(3,093.00)	\$	5,150.00
			\$	2,057.00
General Government - 2025 - Administration Expense Act 425 Payments				
228-000-02025-961.425	\$	-	\$	5,150.00
			\$	5,150.00
Fund Balance/Working Capital (Fund 228)	\$	-	\$	-
<b><u>Library Maintenance &amp; Parks Capital Fund</u></b>				
Property Taxes Act 425 Payments				
272-425.500	\$	(2,783.00)	\$	4,520.00
			\$	1,737.00
General Government - 2025 - Administration Expense Act 425 Payments				
272-000-02025-961.425	\$	-	\$	4,520.00
			\$	4,520.00
Fund Balance/Working Capital (Fund 272)	\$	-	\$	-
<b><u>Capital Improvement Fund</u></b>				
Property Taxes Act 425 Payments				
401-425.500	\$	(11,341.00)	\$	19,200.00
			\$	7,859.00
General Government - 2025 - Administration Expense Act 425 Payments				
401-000-02025-961.425	\$	-	\$	19,200.00
			\$	19,200.00
Fund Balance/Working Capital (Fund 401)	\$	-	\$	-



**CITY OF WYOMING BUDGET AMENDMENT**


**Date: January 20, 2026**

**Budget Amendment No. 015**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$200,000 of budgetary authority to transfer resources across the self-insurance funds to rebalance reserves based on updated claims experience.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Liability Fund</u></b>				
Transfer from Fleet Insurance Fund				
678-699.679	\$ -	\$ 200,000.00		\$ 200,000.00
		<u>\$ 200,000.00</u>	<u>\$ -</u>	
Fund Balance/Working Capital (Fund 678)				
<b><u>Fleet Insurance Fund</u></b>				
General Government - Transfers - Transfer to General Liability Fund				
679-000-99900-995.678	\$ -	\$ 200,000.00		\$ 200,000.00
		<u>\$ -</u>	<u>\$ 200,000.00</u>	
Fund Balance/Working Capital (Fund 679)				

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

**CITY OF WYOMING BUDGET AMENDMENT**


**Date: January 20, 2026**

**Budget Amendment No. 016**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$5,381 of budgetary authority to reconcile the public safety millage fund budgets with actual beginning fund balances and updated revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Public Safety Fund</u></b>				
Transfer from Fire Fund				
205-699.206	\$ 2,359,928.00		\$ 13,373.00	\$ 2,346,555.00
Transfer from Police Fund				
205-699.207	\$ 3,992,251.00		\$ 36,837.00	\$ 3,955,414.00
Transfer from First Responders Fund				
205-699.213	\$ 4,867,548.00	\$ 5,381.00		\$ 4,872,929.00
Fund Balance/Working Capital (Fund 205)		\$ -	\$ (44,829.00)	
<b><u>Fire (Millage) Fund</u></b>				
Fire - Transfers - Transfers to Public Safety Fund				
206-336-99900-995.205	\$ 2,359,928.00	\$ -	\$ 13,373.00	\$ 2,346,555.00
Fund Balance/Working Capital (Fund 206)		\$ 13,373.00	\$ -	
<b><u>Police (Millage) Fund</u></b>				
Police - Transfers - Transfers to Public Safety Fund				
207-301-99900-995.205	\$ 3,992,251.00	\$ -	\$ 36,837.00	\$ 3,955,414.00
Fund Balance/Working Capital (Fund 207)		\$ 36,837.00	\$ -	
<b><u>First Responders (Millage) Fund</u></b>				
Payment in Lieu of Taxes (PILOT)				
213-432.000	\$ 20,000.00	\$ 40,000.00		\$ 60,000.00
Public Safety - Transfers - Transfers to Public Safety Fund				
213-302-99900-995.205	\$ 4,867,548.00	\$ 5,381.00		\$ 4,872,929.00
Fund Balance/Working Capital (Fund 213)		\$ 45,381.00		

Recommended:   
Senior Accountant

\_\_\_\_\_  
City Manager

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

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

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City Clerk

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: 1/20/2026**

**Budget Amendment No. 018**

To the Wyoming City Council:

A net neutral budget amendment is requested to consolidate budget for annual Bonds and interest payments under the Operating Funds for Sewer and Water

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Sewer Bonds &amp; Interest Fund 570</u></b>				
Interest income Interest on Investments 570-665.000	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -
Transfer from Sewer Operating 570-699.590	\$ 3,812,033.00	\$ -	\$ 3,812,033.00	\$ -
Bond Payments Series 2018 Refunding 570-536-92500-991.118	\$ 125,000.00	\$ -	\$ 125,000.00	\$ -
Interest Expense 2018 Bonds 570-536-92500-993.118	\$ 9,184.00	\$ -	\$ 9,184.00	\$ -
Professional Services 2018 Refunding 570-536-92500-994.118	\$ 100.00	\$ -	\$ 100.00	\$ -
Bond Payments Series 2021 570-536-92500-991.121	\$ 2,785,000.00	\$ -	\$ 2,785,000.00	\$ -
Interest Expense 2021 Bonds 570-536-92500-993.121	\$ 294,899.00	\$ -	\$ 294,899.00	\$ -
Bond Payments Series 2024 570-536-92500-991.124	\$ 235,000.00	\$ -	\$ 235,000.00	\$ -
Interest Expense 2024 Bonds 570-536-92500-993.124	\$ 362,750.00	\$ -	\$ 362,750.00	\$ -
Professional Services 2024 Bonds 570-536-92500-994.124	\$ 100.00	\$ -	\$ 100.00	\$ -
Transfers Water Fund 570-536-99900-995.590	\$ -	\$ 27,959.00	\$ -	\$ 27,959.00
Fund Balance/Working Capital (Fund 570)		<u>\$ -</u>	<u>\$ 37,959.00</u>	
<b><u>Sewer - Construction Fund (571)</u></b>				
Transfer from Sewer Operating 571-699.590	\$ -	\$ 7,488,551.00	\$ -	\$ 7,488,551.00
Capital Outlay Plant Expansion Phase 2 571-536-54400-986.444	\$ 1,036,453.00	\$ -	\$ 1,036,453.00	\$ -
Fund Balance/Working Capital (Fund 571)		<u>\$ 8,525,004.00</u>	<u>\$ -</u>	
<b><u>Water - Construction Fund (572)</u></b>				
Interest Income Interest on Investments 572-665.000	\$ 200,000.00	\$ -	\$ 200,000.00	\$ -
Transfer from Water Operating 572-699.591	\$ -	\$ 5,661,833.00	\$ -	\$ 5,661,833.00
Capital Outlay Plant Expansion Phase 2 572-537-57300-986.444	\$ 69,537,451.00	\$ -	\$ 69,537,451.00	\$ -
Fund Balance/Working Capital (Fund 572)		<u>\$ 74,999,284.00</u>	<u>\$ -</u>	
<b><u>Water Bonds &amp; Interest Fund 573</u></b>				
Interest income Interest on Investments				

573-665.000	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -
Transfer from Water Operating				
573-699.591	\$ 4,768,095.00	\$ -	\$ 4,768,095.00	\$ -
Bond Payments Series 2011 - SRF Holland				
573-537-92500-991.111	\$ 152,128.00	\$ -	\$ 152,128.00	\$ -
Interest Expense Series 2011 - SRF Holland				
573-537-92500-993.111	\$ 28,567.00	\$ -	\$ 28,567.00	\$ -
Bond Payments Series 2016 Refunding				
573-537-92500-991.116	\$ 1,640,000.00	\$ -	\$ 1,640,000.00	\$ -
Interest Expense 2016 Bonds				
573-537-92500-993.116	\$ 489,950.00	\$ -	\$ 489,950.00	\$ -
Professional Services 2016 refunding				
573-537-92500-994.116	\$ 500.00	\$ -	\$ 500.00	\$ -
Bond Payments Series 2021				
573-537-92500-991.121	\$ 175,000.00	\$ -	\$ 175,000.00	\$ -
Interest Expense 2021 Bonds				
573-537-92500-993.121	\$ 80,850.00	\$ -	\$ 80,850.00	\$ -
Professional Services 2021 refunding				
573-537-92500-994.121	\$ 500.00	\$ -	\$ 500.00	\$ -
Bond Payments Series 2024				
573-537-92500-991.124	\$ 260,000.00	\$ -	\$ 260,000.00	\$ -
Interest Expense 2024 Bonds				
573-537-92500-993.124	\$ 1,940,000.00	\$ -	\$ 1,940,000.00	\$ -
Professional Services 2024 Bonds				
573-537-92500-994.124	\$ 500.00	\$ -	\$ 500.00	\$ -
Professional Services 2012 refunding				
573-537-92500-994.112	\$ 100.00	\$ -	\$ 100.00	\$ -
Transfers Water fund				
573-537-99900-995.591	\$ -	\$ 63,772.00	\$ -	\$ 63,772.00
Fund Balance/Working Capital (Fund 573)		\$ -	\$ 38,772.00	
<b>Sewer Fund 590</b>				
Interest Income Interest on Investments				
590-665.000	\$ 480,000.00	\$ 10,000.00	\$ -	\$ 490,000.00
Transfers from Sewer Bonds & Interest				
590-699.570	\$ -	\$ 27,959.00	\$ -	\$ 27,959.00
Bond Payments Series 2018 Refunding				
590-536-92500-991.118	\$ -	\$ 125,000.00	\$ -	\$ 125,000.00
Interest Expense 2018 Bonds				
590-536-92500-993.118	\$ -	\$ 9,184.00	\$ -	\$ 9,184.00
Professional Services 2018 Refunding				
590-536-92500-994.118	\$ -	\$ 100.00	\$ -	\$ 100.00
Bond Payments Series 2021				
590-536-92500-991.121	\$ -	\$ 2,785,000.00	\$ -	\$ 2,785,000.00
Interest Expense 2021 Bonds				
590-536-92500-993.121	\$ -	\$ 294,899.00	\$ -	\$ 294,899.00
Bond Payments Series 2024				
590-536-92500-991.124	\$ -	\$ 235,000.00	\$ -	\$ 235,000.00
Interest Expense 2024 Bonds				
590-536-92500-993.124	\$ -	\$ 362,750.00	\$ -	\$ 362,750.00
Professional Services 2024 Bonds				
590-536-92500-994.124	\$ -	\$ 100.00	\$ -	\$ 100.00
Transfers Sewer - Bond & Int Fund				
590-536-99900-995.570	\$ 3,812,033.00	\$ -	\$ 3,812,033.00	\$ -

Capital Outlay Plant Expansion Phase 2 590-536-54400-986.124	\$ -	\$ 1,036,453.00	\$ -	\$ 1,036,453.00
Transfers Sewer Bonds & Interest Fund 590-536-99900-995.571	\$ -	\$ 7,488,551.00	\$ -	\$ 7,488,551.00
Fund Balance/Working Capital (Fund 590)			\$ 8,487,045.00	
<b><u>Water Fund 591</u></b>				
Transfers Transfers to Water Bond and Int 591-537-99900-995.573	\$ 4,768,095.00	\$ -	\$ 4,768,095.00	\$ -
Interest Income Interest on Investments 591-665.000	\$ 400,000.00	\$ 225,000.00	\$ -	\$ 625,000.00
Transfer Revenue Bond Transfer 591-699.573	\$ -	\$ 63,772.00	\$ -	\$ 63,772.00
Contributions from Ottawa County 591-678.062	\$ -	\$ 29,901,104.00	\$ -	\$ 29,901,104.00
Bond Payments Series 2011 - SRF Holland 591-537-92500-991.111	\$ -	\$ 152,128.00	\$ -	\$ 152,128.00
Interest Expense Series 2011 - SRF Holland 591-537-92500-993.111	\$ -	\$ 28,567.00	\$ -	\$ 28,567.00
Professional Services 2012 refunding 591-537-92500-994.112	\$ -	\$ 100.00	\$ -	\$ 100.00
Bond Payments Series 2016 Refunding 591-537-92500-991.116	\$ -	\$ 1,640,000.00	\$ -	\$ 1,640,000.00
Interest Expense 2016 Bonds 591-537-92500-993.116	\$ -	\$ 489,950.00	\$ -	\$ 489,950.00
Professional Services 2016 refunding 591-537-92500-994.116	\$ -	\$ 500.00	\$ -	\$ 500.00
Bond Payments Series 2021 591-537-92500-991.121	\$ -	\$ 175,000.00	\$ -	\$ 175,000.00
Interest Expense 2021 Bonds 591-537-92500-993.121	\$ -	\$ 80,850.00	\$ -	\$ 80,850.00
Professional Services 2021 refunding 591-537-92500-994.121	\$ -	\$ 500.00	\$ -	\$ 500.00
Bond Payments Series 2024 591-537-92500-991.124	\$ -	\$ 260,000.00	\$ -	\$ 260,000.00
Interest Expense 2024 Bonds 591-537-92500-993.124	\$ -	\$ 1,940,000.00	\$ -	\$ 1,940,000.00
Professional Services 2024 Bonds 591-537-92500-994.124	\$ -	\$ 500.00	\$ -	\$ 500.00
Capital Outlay Plant Expansion Phase 2 591-537-57300-986.224	\$ -	\$ 69,537,451.00	\$ -	\$ 69,537,451.00
Transfers Water Construction Fund 591-537-99900-995.572	\$ -	\$ 5,661,833.00	\$ -	\$ 5,661,833.00
Fund Balance/Working Capital (Fund 591)			\$ 84,446,702.00	

Recommended:

*Kyle Wynsma*

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 CONFIRM THE APPOINTMENT OF CHIEF KIP SNYDER  
AS A MEMBER OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE  
FOR THE CITY OF WYOMING

WHEREAS:

1. A vacancy exists in an unexpired term ending January 1, 2028 on the Greater Wyoming Community Resource Alliance.
2. It is the desire of the City Council that Chief Kip Snyder be appointed to an unexpired term ending January 1, 2028.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Chief Kip Snyder as a member of the Greater Wyoming Community Resource Alliance for an unexpired term ending January 1, 2028.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 20, 2026.

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

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

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

A RESOLUTION TO VACATE A PORTION OF 56<sup>th</sup> STREET SW LOCATED WEST OF CLAY AVENUE AND EAST OF US-131 TO ADJACENT PROPERTIES AT 505 56TH ST SW, 588 56TH ST SW, 560 56TH ST SW, AND 5635 CLAY AVE SW

WHEREAS:

1. The Wyoming Planning Commission held a public hearing on December 16, 2025, where they unanimously recommended the vacation of 56<sup>th</sup> Street located west of Clay Avenue and east of US-131 and adjacent to 505 56<sup>th</sup> St SW, 588 56<sup>th</sup> St SW, 560 56<sup>th</sup> St SW, and 5635 Clay Ave SW, subject to retaining utility easements, an easement for emergency ingress egress, and an agreement for emergency egress access at 505 56<sup>th</sup> Street SW.
2. The property owner adjacent to 56<sup>th</sup> Street requested this vacation, as they own all property serviced on both sides of the public right-of-way.
3. The proposed vacation would allow the property owners to pursue redevelopment at the site, and it would reduce maintenance responsibility for the right-of-way by the City.
4. The Wyoming City Council did hold a public hearing on January 20, 2026, to consider the request.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby vacate 56<sup>th</sup> Street west of Clay Avenue and east of US-131 and adjacent to 505 56<sup>th</sup> St SW, 588 56<sup>th</sup> St SW, 560 56<sup>th</sup> St SW, and 5635 Clay Ave SW, subject to retaining utility easements, an easement for emergency ingress egress, and an agreement for emergency egress access at 505 56<sup>th</sup> Street SW.
2. The City Clerk shall record a certified copy of this resolution with the Kent County Register of Deeds.

Moved by Councilmember:  
Seconded by Council member:  
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: January 20, 2026.

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

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

# CITY OF WYOMING

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

January 14, 2026

Ms. Kelli A. Vandenberg  
City Clerk  
Wyoming, MI

Subject: Request for hold a public hearing to receive comments and to vacate a portion of the 56<sup>th</sup> Street right-of-way west of Clay Avenue and east of US-131

Recommendation: To grant approval of the proposed the right-of-way vacation.

Dear Ms. Vandenberg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on December 16, 2025. At the meeting, staff recommended approval of the vacation request, and a motion was made by Weller, supported by Lamer, to recommend that City Council approve the proposed vacation. The motion passed unanimously.

During the public hearing, there were no public comments.

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 the 56<sup>th</sup> Street right-of-way vacation to redevelop the adjacent sites. This street vacation benefits the City by reducing the maintenance responsibility of public roads. Public and private easements will be maintained along the right-of-way.

The vacated street will also maintain an easement for emergency ingress egress, as well as an agreement for emergency egress access with the property to the north at 505 56<sup>th</sup> Street SW to maintain access to Clay Avenue in the event of flooding along Buck Creek.

Respectfully submitted,



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

Cc: John Shay, City Manager

## STAFF REPORT

Date: December 8, 2025  
Subject: Vacate ROW – 56<sup>th</sup> Street West of Clay Avenue  
From: Grant Simons, Civil Engineer  
Meeting Date: December 16, 2025

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### Recommendation:

It is recommended that the Wyoming Planning Commission hold a public hearing to receive comments and recommend to City Council to vacate a portion of 56<sup>th</sup> Street west of Clay Avenue

### Community, Safety, and Stewardship:

Street vacations reduce the City's maintenance responsibilities, positively impact the surrounding parcels, and improve the function of adjacent uses.

### Discussion:

56<sup>th</sup> Street west of Clay Avenue is currently an asphalt road that primarily serves two adjacent properties and terminates just east of US-131.

The portion of 56<sup>th</sup> Street proposed to be vacated does not need to be public ROW since adjacent properties are all owned by the same owner; therefore no adjacent property owners will lose access to their properties as a result of the vacation. The vacation would benefit the City since the roadway vacated would no longer need to be maintained by the City.

The section of 56<sup>th</sup> Street proposed to be vacated has been used on several occasions as an emergency egress route for vehicles trapped on Clay Avenue as a result of Buck Creek flooding the road, following an intense rainfall. Trapped vehicles have used 56<sup>th</sup> Street, 505 56<sup>th</sup> Street, and the US-131 northbound exit ramp to access 56<sup>th</sup> Street during flooding events that closed Clay Avenue. An agreement for emergency egress access will be finalized between Wyoming Engineering and the owner of 505 56<sup>th</sup> Street before 56<sup>th</sup> Street is vacated to guarantee vehicles the ability to exit Clay Avenue even when the road is flooded.

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING PLANNING COMMISSION AT ITS REGULAR MEETING OF JANUARY 21, 2026.

PLANNING COMMISSION  
MEETING MINUTES OF DECEMBER 16, 2025  
CITY COUNCIL CHAMBERS  
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Gilreath-Watts, Hall, Lamer, Micele, Randall, Smart, Weller, Zapata

MEMBERS ABSENT: LaPlaca

STAFF PRESENT: Hofert, Deputy City Manager  
Smith, Assistant Director of Community and Economic Development  
Blair, Planner II  
Hyble, Planner I  
Zuniga, Recording Secretary

CALL TO ORDER

Chair Micele called the meeting to order at 7:00 PM.

A motion was made by Randall, supported by Hall, to excuse LaPlaca.

APPROVAL OF MINUTES

The minutes of November 18, 2025 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Micele opened the public comment period for non-public hearing agenda items at 7:01 PM.

There was no public comment, and the public hearing was closed.

AGENDA ITEM NO. 1

Request for a vacation of the 56<sup>th</sup> St right-of-way to the west of Clay Avenue SW and east of

US-131 (Section 36) (Lakewood Architecture, Ed Rietman)

Hyble explained that 56<sup>th</sup> Street west of Clay Avenue is currently an asphalt road that primarily serves two adjacent properties and terminates just east of US-131. Street vacations reduce the City's maintenance responsibilities, positively impact the surrounding parcels, and improve the function of adjacent uses.

The portion of 56<sup>th</sup> Street proposed to be vacated does not need to be public ROW since adjacent properties are all owned by the same owner; therefore no adjacent property owners will lose access to their properties as a result of the vacation. The vacation would benefit the City since the roadway vacated would no longer need to be maintained by the City.

The section of 56<sup>th</sup> Street proposed to be vacated has been used on several occasions as an emergency egress route for vehicles trapped on Clay Avenue as a result of Buck Creek flooding the road, following an intense rainfall. Trapped vehicles have used 56<sup>th</sup> Street, 505 56<sup>th</sup> Street, and the US-131 northbound exit ramp to access 56<sup>th</sup> Street during flooding events that closed Clay Avenue. An agreement for emergency egress access will be finalized between Wyoming Engineering and the owner of 505 56<sup>th</sup> Street before 56<sup>th</sup> Street is vacated to guarantee vehicles the ability to exit Clay Avenue even when the road is flooded.

Micele opened the public hearing at 7:05PM.

There was no public comment and the hearing was closed.

A motion was made by Weller, supported by Lamer to approve the proposed right-of-way vacation and recommend the same to City Council.

Hall asked who would be responsible for maintaining the emergency route after the vacation.

Hyble said it would be said it would be the responsibility of the property owner.

A vote on the motion passed unanimously.

#### AGENDA ITEM NO. 2

Request for a special land use for a rezoning from R-2 Residential District to RO-1 Restricted Office District at 1277, 1391, 1402, and 1509 36<sup>th</sup> St SW (Section 14 & 23) (Wyoming Planning Staff)

Smith explained that the sites are all zoned R-2 Residential District and outlined the various uses of the surrounding land.

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

RESOLUTION TO APPROVE AND AUTHORIZE SIGNING OF A RELEASE AND  
SETTLEMENT AGREEMENT WITH THE CITY OF GRAND RAPIDS AND STEELCASE  
INC.

WHEREAS:

1. As noted in the attached staff report and agreement, a sinkhole in Eastern Avenue required immediate, emergency repair which expenses were incurred by the City of Wyoming.
2. Subsequent to the repair, City of Wyoming, City of Grand Rapids and Steelcase Inc. staff have worked collectively to apportion the emergency repair costs and determine future ownership and maintenance responsibilities.
3. This effort has resulted in the negotiation of the attached Release and Settlement Agreement, which must be formally approved by each party.

NOW, THEREFORE, BE IT RESOLVED:

1. The Release and Settlement Agreement is approved in generally the form provided as part of the agenda packet for this meeting, subject to such changes as are approved by the Public Works Director and City Attorney.
2. The City Manager is authorized and directed to sign that agreement and city staff is authorized and directed to implement it in accordance with its terms.
3. All resolutions and parts of resolutions conflicting with this resolution are rescinded to the extent of their conflict.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

No

CERTIFICATION

I certify this resolution adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on January 20, 2026.

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Kelli A. VandenBerg, Wyoming City Clerk

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

## STAFF REPORT

**Date:** January 6, 2026  
**Subject:** Release and Settlement Agreement with the City of Grand Rapids and Steelcase, Inc.  
**From:** Aaron Vis, Director of Public Works  
**Meeting Date:** January 20, 2026

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### RECOMMENDATION:

It is recommended that the City Council approve the attached release and settlement agreement between the City of Wyoming, City of Grand Rapids, and Steelcase Inc., which provides reimbursement for emergency expenses previously incurred by the City of Wyoming and identifies future ownership and maintenance responsibilities for a storm sewer beneath Eastern Avenue.

### ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
  - GOAL 1 – Strengthen and maintain the strong financial position of the City
  - GOAL 3 – Improve City infrastructure and service reliability.

### DISCUSSION:

In August of 2023, the City was notified of a sinkhole that formed on Eastern Avenue during a road resurfacing project that was managed by the City of Grand Rapids. The sinkhole occurred due to a collapsed storm sewer and required immediate, emergency repair. City staff worked with Waste Recovery Systems to install a liner in the storm sewer pipe and complete the repair for a cost \$84,565.86. Approval of this repair expense was obtained from the City Council on September 5, 2023, via resolution 27835. When City staff and equipment costs were included, the total repair cost was \$94,666.63.

After the repair, Wyoming and City of Grand Rapids Attorneys, Engineering and Public Works staff worked collectively to determine what caused the sinkhole and who should reimburse Wyoming for the emergency repair and at what proportions. During the research, it was determined that the storm sewer pipe received stormwater solely from the adjoining Steelcase property (which in turn received stormwater from other private properties) before crossing under Eastern Avenue and into Wyoming's right-of-way, with eventual discharge into a Kent County Drain. The pipe appeared to have been installed before Wyoming became a city and no records of ownership exist.

A further complication is that the sinkhole was located in the center of Eastern Avenue, which is, in this area, a boundary street between Grand Rapids and Wyoming. Costs for Eastern Avenue improvements or repairs are generally determined based on their location. Work on the east side of Eastern Avenue is paid for by Grand Rapids, and western side work of Eastern Avenue is paid for by Wyoming. However, the sinkhole was located in almost the exact center of Eastern Avenue.

After significant efforts and communications between the two cities, the Kent County Drain Commissioner, and Steelcase property representatives, a formal agreement has been reached that identifies future ownership and responsibilities. The storm sewer pipe east of the right-of-way on Eastern Avenue will be the responsibility of Steelcase. The storm sewer pipe from the center of the road to the eastern right-of-way on Eastern Avenue will be the responsibility of the City of Grand Rapids. The storm sewer pipe to the west of the center of Eastern Avenue will be the responsibility of Wyoming. The agreement also provides that Wyoming will be reimbursed 50% of the emergency repair costs by Steelcase and 25% by the City of Grand Rapids.

Approval of the attached agreement, which is concurrently being approved by the City of Grand Rapids and Steelcase, Inc., identifies the settlement expenses and future responsibilities as previously described.

**BUDGET IMPACT:**

The agreement reimburses the City of Wyoming \$70,999.98 (75%) of the \$94,666.63 original emergency expense.

## RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (this “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, (the “Effective Date”), between and among the **CITY OF WYOMING**, a Michigan municipal corporation (“Wyoming”), the **CITY OF GRAND RAPIDS**, a Michigan municipal corporation (“Grand Rapids” and, together with Wyoming, the “Cities”), and **STEELCASE INC.**, a Michigan corporation (the “Steelcase”). Cities and Steelcase are or may be referred to jointly as the “Parties” or individually as a “Party”.

### RECITALS

A. On or about July 19, 2023, during a road resurfacing project undertaken jointly by the Cities, a sinkhole developed near the centerline of Eastern Avenue due to the collapse of a 36 inch diameter storm water pipeline (“Pipeline”) that runs east-to-west in the location approximately depicted on **Exhibit A** (“Pipeline Depiction”). The Pipeline appears not only to carry storm water coming from Steelcase’s adjacent property but also other nearby properties.

B. The Cities have incurred a total cost of \$94,666.63 to repair the Pipeline and restore other damage resulting from the collapse of the Pipeline.

C. A dispute (the “Dispute”) has arisen between the Parties respecting (i) the responsibility for the cost to repair the Pipeline and restore other damage resulting from the collapse of the Pipeline, and (ii) the responsibility for the ownership and operation of the Pipeline (including, without limitation, the maintenance, repair and replacement thereof) to the extent it is located within the Eastern Avenue right of way and west of said right-of-way.

D. Now, the Parties have voluntarily agreed to fully resolve all claims that were or could have been asserted by either Party in connection with the Dispute and desire to memorialize the terms of that resolution in this Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the releases contained in this Agreement, and other consideration set forth, the Parties agree as follows:

1. **Settlement Payments.**

a. As consideration for the settlement of the Dispute and the releases and other covenants contained herein, Steelcase agrees to pay to Wyoming the amount of \$47,333.32 by wire transfer of immediately available funds (the “Steelcase Settlement Payment”). Within 3 business days after the Effective Date, Wyoming shall provide Steelcase with information and/or documentation that Steelcase requests in order for Steelcase to process the Steelcase Settlement Payment, including, without limitation, correct wire instructions (collectively, the “Steelcase Settlement Payment Information”). So long as Wyoming timely provides Steelcase with the Steelcase Settlement Payment Information, the Steelcase Settlement Payment shall be made by Steelcase to Wyoming within 30 days after the Effective Date. Wyoming shall promptly

notify Steelcase once the Steelcase Settlement Payment has cleared into Wyoming's bank account. Further, even though the Steelcase Settlement Payment is being made to Wyoming, Grand Rapids acknowledges and agrees that (a) it will receive significant benefit from the agreements and provisions contained herein, and (b) as a result, it will receive good, valuable and sufficient consideration for entering into this Agreement and agreeing to the provisions contained herein.

b. As consideration for the settlement of the Dispute and the releases and other covenants contained herein, Grand Rapids agrees to pay to Wyoming the amount of \$23,666.66 by wire transfer of immediately available funds (the "Grand Rapids Settlement Payment"). Within 3 business days after the Effective Date, Wyoming shall provide Grand Rapids with information and/or documentation that Grand Rapids requests in order for Grand Rapids to process the Grand Rapids Settlement Payment, including, without limitation, correct wire instructions (collectively, the "Grand Rapids Settlement Payment Information"). So long as Wyoming timely provides Grand Rapids with the Grand Rapids Settlement Payment Information, the Grand Rapids Settlement Payment shall be made by Grand Rapids to Wyoming within 30 days after the Effective Date. Wyoming shall promptly notify Grand Rapids once the Grand Rapids Settlement Payment has cleared into Wyoming's bank account.

2. **Ownership and Operation of Pipeline.** Grand Rapids agrees to be responsible, at its sole cost and expense, for the ownership and operation of the Pipeline (including, without limitation, the maintenance, repair and replacement thereof) from the eastern edge of the Eastern Avenue right of way to the centerline of the Eastern Avenue right of way as approximately marked on the Pipeline Depiction ("Grand Rapids Ownership Area"). Grand Rapids also agrees to be responsible, at its sole cost and expense, for the ownership and operation of a manhole raised to grade in the east gutter of the Eastern Avenue right of way (including, without limitation, the maintenance, repair and replacement thereof). Wyoming agrees to be responsible, at its sole cost and expense, for the ownership and operation of the Pipeline (including, without limitation, the maintenance, repair and replacement thereof) from the centerline of the Eastern Avenue right of way and then extending to the west as approximately marked on the Pipeline Depiction ("Wyoming Ownership Area"). Except to the extent that the ownership and operation of the Pipeline (including, without limitation, the maintenance, repair and replacement thereof) is addressed in one or more easement agreements between Steelcase and owners of properties that are adjacent to Steelcase's property, Steelcase agrees to be responsible for the ownership and operation of the Pipeline to the extent it is located on Steelcase's property to the east of the Eastern Avenue right of way. The Cities agree that to the extent the Pipeline is not owned and/or operated by the Cities as described above, the Pipeline is permitted to make a connection at the point where the Cities own and/or operate the Pipeline.

3. **Quit Claim Bills of Sale.** On the Effective Date, Steelcase and Grand Rapids agree to execute and deliver to each other the Quit Claim Bill of Sale attached hereto as **Exhibit B** ("Grand Rapids Quit Claim Bill of Sale"). Also, on the Effective Date, Steelcase and Wyoming agree to execute and deliver to each other the Quit Claim Bill of Sale attached hereto as **Exhibit C** ("Wyoming Quit Claim Bill of Sale" and, together with the Grand Rapids Quit Claim Bill of Sale, the "Bills of Sale").

4. **Mutual General Release.** Conditioned upon (a) clearance of the Steelcase Settlement Payment into Wyoming's bank account, and (b) the full execution and delivery of the Quit Claim Bills of Sale by Steelcase and the Cities, each Party, for itself and its parent companies, subsidiaries, owners, directors, officers, shareholders, commissioners, managers, employees, attorneys, predecessors, successors, insurers and administrators, does hereby mutually release, acquit, and forever discharge the other Party and its parent companies, subsidiaries, owners, directors, officers, shareholders, attorneys, predecessors, successors, insurers, and administrators from all claims which were asserted or could have been asserted in the Dispute, along with all manner of claims, actions, suits, proceedings, and cause or causes of action, in law, in equity, whether foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued, direct or indirect, including, but not limited to debts, reimbursement, assessments, dues, claims, losses, damages, judgments, allowances, executions, defaults, covenants, contracts, controversies, agreements, promises, attorneys' fees, costs, interest payments and expenses, accounts, bills, assignments, notes, releases, rights, liabilities, obligations and demands of any kind whatsoever, which the Parties asserted or could have asserted in connection with the Dispute as of the Effective Date of this Agreement (collectively, the "Released Claims").

This Release is not intended to, and does not operate to, release Cities from their respective obligations under this Agreement. This Release is not intended to, and does not operate to, release Steelcase from its obligations under this Agreement.

5. **Not an Admission.** This Agreement is executed by the Parties for the sole purpose of settling any and all claims and counter-claims that could possibly have existed between them in connection with the Dispute. Execution of this Agreement by the Parties is not intended by the Parties to be, and shall not be construed as, an admission of liability or wrongdoing on the part of any Party to this Agreement. It is expressly understood and agreed, as a condition of settlement, that this Agreement shall not constitute or be construed to be an admission on the part of any of the Parties hereto, or as evidencing or indicating in any degree, an admission of the truth or correctness of any of the claims or counter-claims which could have been asserted. The Parties expressly deny liability therefore and intend to avoid future litigation with respect to any such claims and counter-claims.

6. **[Intentionally Omitted.]**

7. **Non-Disparagement.** The Parties also specifically acknowledge and agree as a material condition of this Agreement and of the consideration to be transferred herein, that they shall not at any time now or in the future publicly disparage and/or negatively comment on, in any way, the other, with regard to any statements which may be made and/or transmitted, whether in person, telephonically, or electronically, including in any way via any social media. Additionally, the Parties also agree they will not request, instruct, or assist a third party to publicly disparage and/or negatively comment on, in any way, the other, with regard to any statements which may be made and/or transmitted, whether in person, telephonically, or electronically, including in any way via any social media. This provision is not intended to and shall not be construed to cover any remarks, comments, or statements already made by any Party. The Parties agree that subsequent disparaging statements will constitute a material breach of this Agreement which could cause irreparable harm to the non-disparaging party.

8. **Authority and Assignment of Claims.** Each Party warrants and represents to the other Party that (a) such Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and that this Agreement constitutes the valid and legally binding obligation of the Party making the representation and warranty, enforceable in accordance with its terms and conditions, (b) the persons signing this Agreement have full authority and power to execute this Agreement and to bind the Party for whom they execute, and (c) such Party has not assigned or transferred any claim or defense that might be covered by this Agreement.

9. **Advice of Counsel/Drafting.** The Parties have knowingly, freely and voluntarily, and with the advice and explanation of counsel, executed this Agreement. The drafting and negotiation of this Agreement have been participated in by each of the Parties with assistance of counsel, and for all purposes, this Agreement shall be deemed to have been drafted jointly by the Parties. In addition, the Parties acknowledge that they have read this Agreement in full and agree with its contents.

10. **No Actions.** No Party shall commence, institute, prosecute, cause or permit to be commenced or prosecuted, any action or other proceeding of any kind, including, but not limited to any administrative proceedings, arising out of any of the Released Claims (excluding, however, any alleged breaches of the terms of this Agreement).

11. **Attorneys' Fees and Costs; Injunctive Relief.** Each Party is responsible for its own costs and expenses, including, but not limited to, attorney fees through the date of execution of this Agreement. However, if either Party breaches and/or defaults on any of its covenants, representations, warranties and/or obligations set forth in this Agreement ("Breaching Party"), then, in addition to, and not in lieu of, any other rights and/or remedies that the other Party ("Non-Breaching Party") may have in this Agreement, at law and/or in equity, the Non-Breaching Party shall be entitled to (a) recover from the Breaching Party the actual reasonable attorney fees, costs, and expenses incurred by the Non-Breaching Party as a result of such breach or default, including, but not limited to, any and all litigation arising from or otherwise the result of such breach or default, and (b) exercise all rights and remedies available in this Agreement, at law and/or in equity, including, without limitation, specific performance and injunctive relief.

12. **Entire Agreement.** This Agreement (together with the Bills of Sale) constitutes the entire agreement of the compromise between the Parties, and this Agreement supersedes and replaces all prior and contemporaneous agreements, negotiations, representations, warranties, and understandings of the Parties related to the subject matter of this Agreement. There are no other agreements, written or oral, expressed or implied between the Parties except as set forth herein and attached hereto. Any modification or amendment to this Agreement must be made in writing, signed by the person/entity to be bound.

13. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any legal suit, action or proceeding arising out of or based upon this Agreement may be instituted in the federal courts of the United States District Court for the Western District of Michigan, or in the state courts of the

State of Michigan, in either case situated in the city of Grand Rapids, Michigan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

14. **Severability.** If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. **Assignment.** No Party may assign or transfer this Agreement (or any portion thereof) without the prior written consent of the other Parties

16. **Construction.** Whenever in this Agreement the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” Whenever in this Agreement words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words and/or defined terms in this Agreement that are singular shall be read as plural whenever the latter would so apply and vice versa. The Parties have negotiated the terms hereof, reviewed this Agreement carefully, and discussed it, to the extent they desired, with respective legal counsel. It is the intent of the parties that each word, phrase and sentence and other part hereof shall be given its plain meaning, and that rules of interpretation or construction of contracts that would construe any ambiguity of any part hereof against the draftsman, by virtue of being the draftsman, shall not apply

17. **Incorporation of Recitals and Exhibits.** The recitals contained herein, as well as the exhibits attached hereto, are incorporated by reference and made a part of this Agreement. All recitals contained herein are true and correct.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, and by different parties to this License on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Agreement may be electronically signed. Electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Copies of executed counterparts transmitted by facsimile, PDF or other electronic transmission service shall be considered original executed counterparts for purposes of this subparagraph.

*[Remainder of Page Left Intentionally Blank. Signature Page Follows.]*

*[SIGNATURE PAGE TO RELEASE AND SETTLEMENT AGREEMENT]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**CITY OF WYOMING,**  
a Michigan municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY OF GRAND RAPIDS,**  
a Michigan municipal corporation

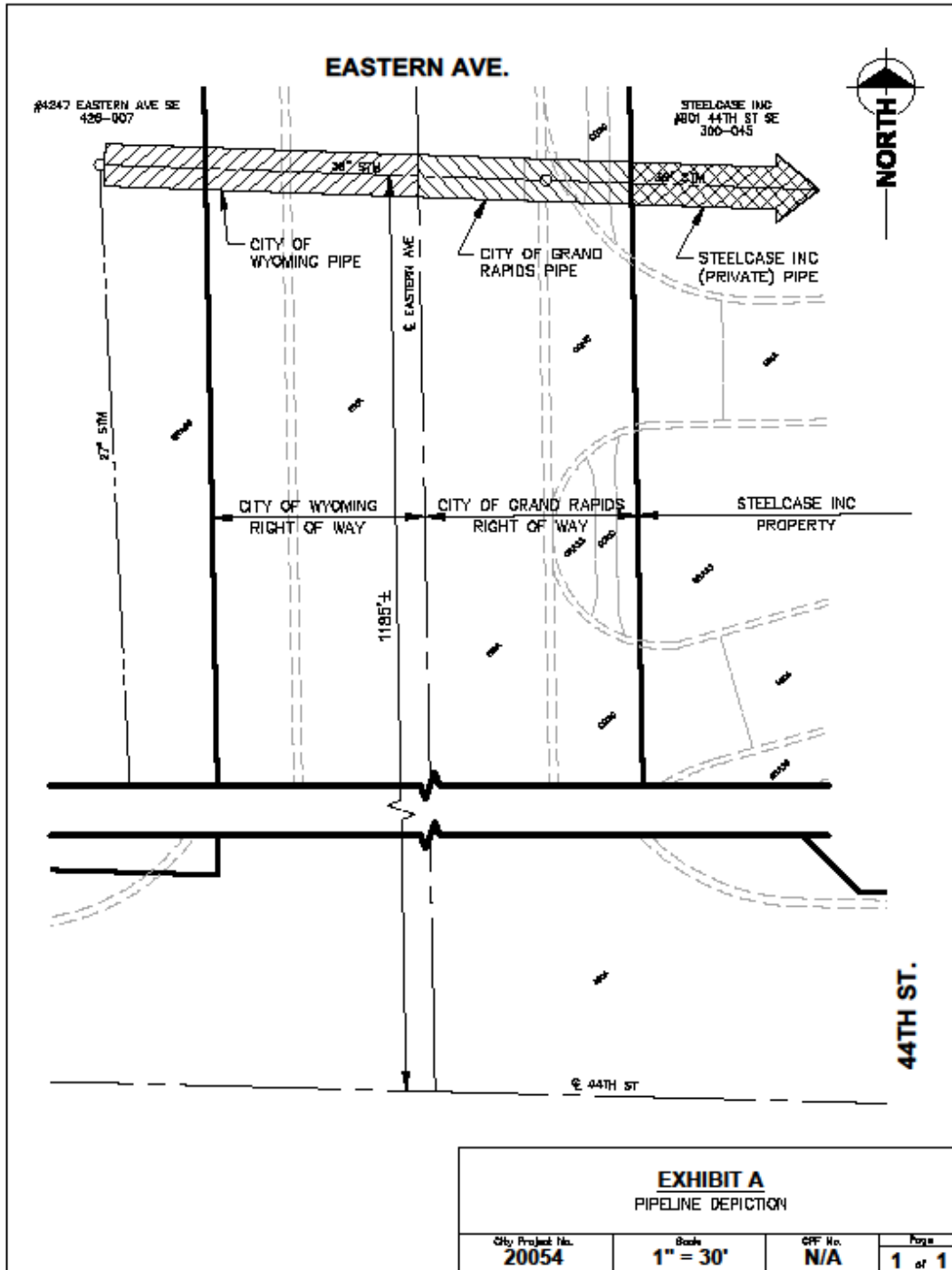
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**STEELCASE INC.,**  
a Michigan corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

# EXHIBIT A

## Pipeline Depiction



<b>EXHIBIT A</b> PIPELINE DEPICTION			
City Project No. <b>20054</b>	Scale <b>1" = 30'</b>	OFF No. <b>N/A</b>	Page <b>1 of 1</b>

**EXHIBIT B**

Grand Rapids Quit Claim Bill of Sale

See attached.

**Quit Claim Bill of Sale**

This Quit Claim Bill of Sale (“Bill of Sale”) dated \_\_\_\_\_, 202\_\_, is entered into by and between STEELCASE INC., a Michigan corporation ("Transferor"), and the CITY OF GRAND RAPIDS, a Michigan municipal corporation ("Transferee").

**RECITALS:**

A. Transferor and Transferee are parties to that certain Release and Settlement Agreement dated as of \_\_\_\_\_, 202\_\_ (the “Settlement Agreement”). Capitalized terms and phrases used but not defined herein shall have the meanings given to such terms and phrases in the Settlement Agreement.

B. The parties now desire to carry out the provisions of the Settlement Agreement by the execution and delivery of this Bill of Sale.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained in the Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Transferor hereby assigns, transfers, quit claims and sets over to Transferee all of Transferor’s right, title and interest in the Pipeline to the extent it is located within the Grand Rapids Ownership Area (the “Grand Rapids Pipeline”).

TO HAVE AND TO HOLD the Grand Rapids Pipeline for Transferee, its successors and assigns forever. Transferor conveys the Grand Rapids Pipeline, and Transferee accepts the conveyance thereof, in “as-is, where-is” condition, without any warranty whatsoever, express or implied, of the condition, merchantability or fitness for any particular use.

This Bill of Sale is made subject to the Settlement Agreement, the applicable terms of which are hereby incorporated herein and to which reference should be made for any matters relevant hereto but not set forth herein. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was fully executed and delivered as an original manual counterpart.

TRANSFEROR:

TRANSFEEE:

STEELCASE INC.  
a Michigan limited liability company

CITY OF GRAND RAPIDS,  
a Michigan municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT C**

Wyoming Quit Claim Bill of Sale

See attached.

**Quit Claim Bill of Sale**

This Quit Claim Bill of Sale (“Bill of Sale”) dated \_\_\_\_\_, 202\_\_\_\_, is entered into by and between STEELCASE INC., a Michigan corporation (“Transferor”), and the CITY OF WYOMING, a Michigan municipal corporation (“Transferee”).

**RECITALS:**

A. Transferor and Transferee are parties to that certain Release and Settlement Agreement dated as of \_\_\_\_\_, 202\_\_\_\_ (the “Settlement Agreement”). Capitalized terms and phrases used but not defined herein shall have the meanings given to such terms and phrases in the Settlement Agreement.

B. The parties now desire to carry out the provisions of the Settlement Agreement by the execution and delivery of this Bill of Sale.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained in the Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Transferor hereby assigns, transfers, quit claims and sets over to Transferee all of Transferor’s right, title and interest in the Pipeline to the extent it is located within the Wyoming Ownership Area (the “Wyoming Pipeline”).

TO HAVE AND TO HOLD the Wyoming Pipeline for Transferee, its successors and assigns forever. Transferor conveys the Wyoming Pipeline, and Transferee accepts the conveyance thereof, in “as-is, where-is” condition, without any warranty whatsoever, express or implied, of the condition, merchantability or fitness for any particular use.

This Bill of Sale is made subject to the Settlement Agreement, the applicable terms of which are hereby incorporated herein and to which reference should be made for any matters relevant hereto but not set forth herein. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was fully executed and delivered as an original manual counterpart.

TRANSFEROR:

STEELCASE INC.  
a Michigan limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

TRANSFEEE:

CITY OF WYOMING,  
a Michigan municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

RESOLUTION TO AUTHORIZE THE CITY MANAGER AND CITY CLERK  
TO EXECUTE AN AMENDMENT TO THE STREETLIGHTING  
CONTRACT WITH CONSUMERS ENERGY COMPANY

WHEREAS:

1. The City has had a contract with Consumers Energy Company (CE) for CE owned streetlights throughout the City for many years.
2. The City desires to have Consumers Energy Company install (1) LED cobra head streetlight at 1270 Prairie Parkway SW.
3. Consumers Energy will place streetlight and necessary appurtenances at a cost of \$230.00.
4. Consumers Energy has submitted the attached modification to the streetlighting contract to address this change.
5. Sufficient funds are available in the Major Streets Fund Account.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the City Manager and City Clerk to execute the attached Authorization for Change in Standard Streetlighting Contract and the accompanying Consumers Energy Resolution.

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 January 20, 2026:

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

ATTACHMENTS:

Authorization for Change in Standard Lighting Contract

Consumers Energy Resolution

Vicinity Map

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



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING  
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 103016902985

Consumers Energy Company is authorized as of \_\_\_\_\_ by the City of WYOMING, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of WYOMING, dated 2/1/2013.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 2/1/2013 shall remain in full force and effect.

Notification Number(s): 1076073284

Comments:

City of WYOMING

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

(Signature)

\_\_\_\_\_

(Printed)

Its: \_\_\_\_\_

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

**RESOLUTION**

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of WYOMING, dated 2/1/2013, in accordance with the Authorization for Change in Standard Lighting Contract dated \_\_\_\_\_,

heretofore submitted to and considered by this  commission  council  board; and

RESOLVED, further, that the \_\_\_\_\_ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN  
COUNTY OF KENT

I, \_\_\_\_\_, clerk of the City of WYOMING do hereby certify that the foregoing resolution was duly adopted by the

commission  council  board of said municipality, at the meeting held on \_\_\_\_\_.

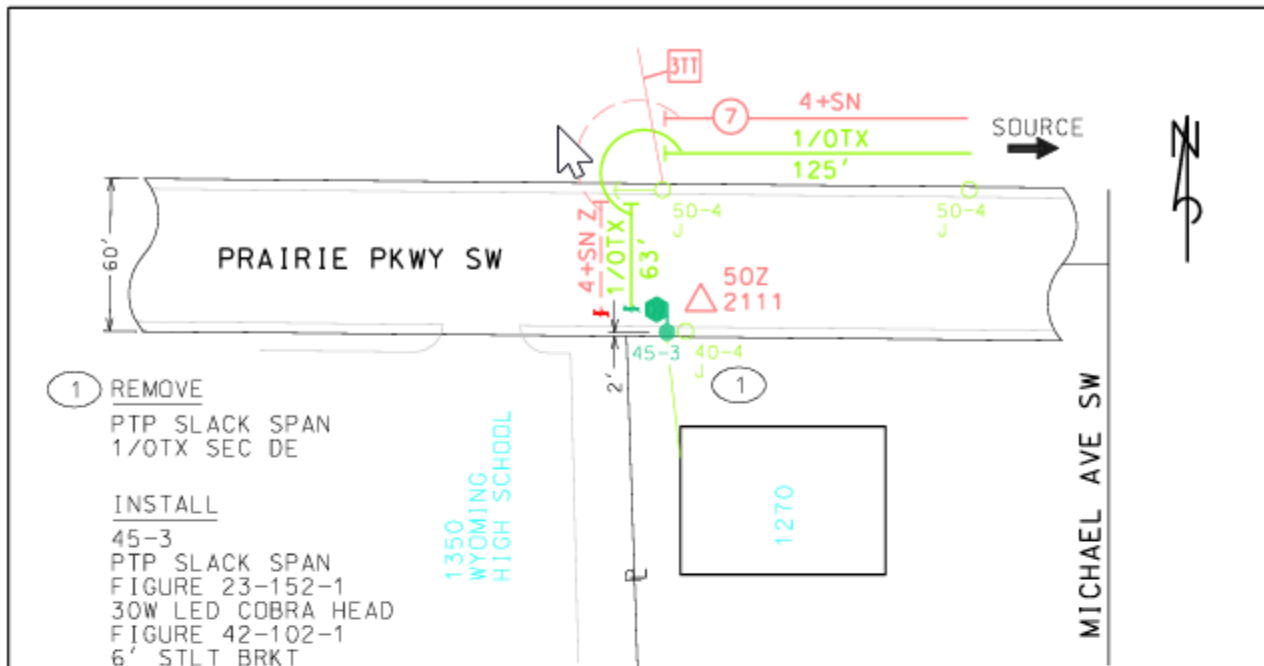
Dated:

\_\_\_\_\_

\_\_\_\_\_  
Municipal Customer Type: City

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 30 watt LED White Cobrahead NA to Install at location 1270 PRAIRIE PKWY SW;



- ① REMOVE  
PTP SLACK SPAN  
1/OTX SEC DE
- INSTALL  
45-3  
PTP SLACK SPAN  
FIGURE 23-152-1  
30W LED COBRA HEAD  
FIGURE 42-102-1  
6' STL BRKT  
FIGURE 42-103-1  
MOUNT HEAD @  
25' ABOVE ROAD  
1/OTX SEC DE  
FIGURE 23-302-1  
DETAIL A  
D=8'
- TRANSFER  
50KVA CO/LA  
FIGURE 26-101-1  
DETAIL A  
4TX OH SVC
- TOP POLE 1'  
ABOVE COMMS

**GENERAL CONSTRUCTION NOTES**

- OUTAGE REQUIRED TO 9 CUSTOMERS SCHEDULING TO CALL
- PULL POLE AFTER COMCAST TRANSFERS N#:1076080253

METER ORDER NUMBER		METER NUMBER					
READ		METER LOCATION		THDPY26 - 1270 PRAIRIE PKWY SW - STL			
				CM NO.100008180482			
CONSUMERS ENERGY CONTACTS			ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
DEPARTMENT	NAME	NUMBER	ECNC	STL	1076059981	11838527	
DESIGNER/PC	TAYLOR GARVIN	616-681-1568	ESIC	OHL	1076073284	11838902	
CE STAKING REQ'D	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TLM NUMBER	# OF RODS	OHMS	JOB PURPOSE: NEW STL REQUESTED		
FORESTRY REQ'D	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	0612142111			UPSTREAM SECTIONALIZING DEVICE: DS-02 LOCATION: ● SUB		
 A CMS Energy Company <b>ELECTRIC</b>			SUBSTATION		WD NO.		
			BURLINGAME		0727		
			CIRCUIT		CKT NO.		
			MICHAEL		02		
SHEET A	SHEET 1 OF 1	SCALE NTS	KENT CO		WYOMING	TWP	T 06N R 12W SEC. 14

S:\\_BOND\_JS\_P\NO-Design\2192495.dgn

12-05-2025 13:36:23

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

RESOLUTION FOR THE PURCHASE OF A GENERATOR AND  
CONTROLS UPGRADE AT THE DRINKING WATER PLANT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Cummins Sales and Service for the purchase of a generator and controls upgrade at the Drinking Water Plant in the total estimated amount of \$3,041,309.31.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of a generator and controls upgrade at the Drinking Water Plant.
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 hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 20, 2026.

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

ATTACHMENTS:

Staff Report

Contract/Quote

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

## **STAFF REPORT**

Date: January 6, 2026  
Subject: DWP Generator Upgrade Project Procurement  
From: Dan Kleinheksel, Utility Maintenance Manager  
CC: Aaron Vis, Director of Public Works

Meeting Date: January 20, 2026

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### **RECOMMENDATION:**

It is recommended that the City Council accept the quote for the procurement of a generator and controls upgrade from Cummins Sales and Service in the amount of \$3,041,309.31.

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

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

### **DISCUSSION:**

The Drinking Water Plant (DWP) relies on two generators and associated electrical control systems to maintain operations during utility power outages. The existing equipment and components are over 20 years old. While the generators themselves are considered mid-life, the electrical controls and switchgear components are obsolete and show signs of failure. In addition to providing backup power, the generators enable the DWP to participate in a cost-saving program with Consumers Energy by reducing demand on the electrical grid during peak summer months.

With growing water demand and usage throughout the region, the two plant generators lack capacity to meet average daily water treatment demands. Current generation capacity can produce 33 million gallons per day (MGD) which does not meet the average daily production of 35 MGD and is far below the maximum daily demand of more than 90 MGD. Additionally, if one generator is taken offline for maintenance, the plant's treatment capacity is further compromised.

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

On July 21, 2025, City Council awarded engineering services for the DWP Generator Upgrade Project to Tetra Tech via resolution No. 28493. Due to long lead times, Tetra Tech assembled specifications and technical drawings for a request for quote (RFQ) for the equipment. Given that the existing generators and proprietary control systems are manufactured by Cummins, they were selected to provide pricing for the additional generator and control system upgrade.

Upon receiving the quote from Cummins Sales and Service for the procurement of a generator and control system upgrade, Tetra Tech performed a thorough review and recommended approval. Following the procurement of the generator and controls upgrade, Tetra Tech will finalize bidding documents for the installation of the additional plant generator.

The Generator Upgrade Project will be executed in a phased approach. The first phase of the project will upgrade and modernize the existing generator control and electrical system, providing immediate enhanced reliability and monitoring. The second phase focuses on the installation of the third generator, providing increased reliability and expanded capacity with production rates up to 77 MGD with all three generators in service. Due to the long lead time, the third plant generator installation is anticipated to take place in 2028.

**BUDGET IMPACT:**

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

**EXISTING GENERATOR SYSTEM:**



# 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: Cummins Sales and Service  
[Name of contracting entity]  
An Indiana corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
3715 Clay SW  
[Contractor's street address]  
Grand Rapids, MI 49548  
[Contractor's city, state & zip]

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

Effective Date means: 1/20/2026. 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:

A) Item #10 C to read as follows:

C. The services hereunder shall be performed in a careful, skillful and workmanlike manner by qualified and efficient workers in strict conformity with generally recognized industry standards and practices and all applicable state and federal laws, regulations and permits. If Customer finds during the ninety (90) days following completion of Services ("Warranty Term") that any Services provided under this Agreement are defective in workmanship or do not conform with the terms set forth in the Agreement ("Non-Conforming Services"), and provides CSS notification of Non-Conforming Services within thirty (30) days following discovery by Customer, then CSS may, at CSS's sole discretion, either (a) correct or re-perform, at CSS's sole cost and expense, the Non-Conforming Services, or (b) make an equitable adjustment to the charges under the Agreement. Any services corrected or re-performed shall be subject to the remaining Warranty Term of the original warranty to the same extent as those services initially performed. If CSS fails or refuses to correct or re-perform Non-Conforming services, Customer's sole remedy shall be to correct or replace such Non-Conforming Services and CSS shall reimburse Customer within thirty (30) days after receipt of written invoice for any reasonable costs associated with such correction or replacement services. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranty. THE WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO THE PARTS AND COMPONENTS AND SERVICES. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, NO WARRANTIES OF MERCHANTABILITY OR FOR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY PROVIDED HEREIN SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

B) Item #18 With the addition of the following:

C. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS OR SAVINGS, LOSS OF USE, OR DOWNTIME) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, EXCEPT THAT THE FOREGOING SHALL NOT RESTRICT A PARTY'S ABILITY TO RECOVER DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CSS'S TOTAL AND CUMULATIVE LIABILITY EXCEED THREE MILLION FORTY-ONE THOUSAND THREE HUNDRED NINE DOLLARS AND THIRTY-ONE CENTS. (\$3,041,309.31). NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

C) Item #17 to read as follows:

17. Risk Allocation. The Contractor is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage resulting from the Contractor's work and activities under the Contract. The Contractor shall hold the City and the City's officers and employees harmless from and defend them against any claims made by persons other than the City for personal injuries or property damage occurring as a result of Contractor's work and activities under the Contract, but not for any negligence, gross negligence or wrong doing of the City or the City's officers or employees.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

D) Item #15 to read as follows:

15. Independent Contractor. Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

E) Only items 1, 2, 3, 4, 5, 10, 11, 12, 21, 22, and 28 of Cummins "Terms and Conditions for Sale of Power Generation Equipment" shall apply to this Contract.

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**

**Cummins Sales and Service:**


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

By: Jason Folz  
(Signature officer, director, or principal of Contractor)  
**Jason Folz Sales Director**  
[Typed/Printed Name & Title of Person Signing for Contractor]

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

Date signed: 1/6, 2026

Approved as to form:

  
Gregory T. Stremers, City Attorney

## EXHIBIT A

### CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/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.
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY</b>	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<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**

December 8, 2025

To

Dan Kleinheksel  
 CITY OF WYOMING  
 2660 BURLINGAME AVE SW  
 WYOMING Michigan 49509-2332

Prepared by

Brandon VanderWest  
 (616) 204-4995  
 lf056@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
<p><b>GEN</b></p>	<p><b>C3500D6E, Diesel Genset, 60Hz, 3500kW-Standby Rating</b></p> <p>U.S. EPA, Stationary Emergency Application</p> <p>C3500D6E, Diesel Genset, 60Hz, 3500kW-Standby Rating</p> <p>Duty Rating - Standby Power (ESP)</p> <p>Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency</p> <p>NFPA 110 Type 10 Level 1 Capable</p> <p>Auxiliary Supply Voltage - 120V, 1 Phase, 2W</p> <p>Voltage - 2400/4160, 3 Phase, Wye, 4 Wire</p> <p>40C/104F Ambient Temperature</p> <p>Alternator - 60Hz, 2400/4160 Volt, 105/80C Standby/Prime</p> <p>Alternator Heater, 110/220 (120/240) Volt AC</p> <p>Stator Winding Temperature Sensors, 2 RTD per Phase</p> <p>Bearing Temperature Sensor RTDs</p> <p>Fuel Water Separator</p> <p>Control Mounting - Left Facing</p> <p>Generator Set Control - PowerCommand 3.3, Paralleling with MLD</p> <p>Control Cabinet Heater, 120 Volt AC</p> <p>Gauge - Exhaust Gas Temperature</p> <p>LCD Control Display</p> <p>Display - Exhaust Port Temp, Exhaust gas temperature sensors (EGTS) are mounted in each cylinder head of the engine for improved diagnostic capability</p> <p>Alarm - Audible, Engine Shutdown</p> <p>Relays - User Configured</p> <p>Control Display Language - English</p> <p>Transformers - Differential Current, 3 Phase</p> <p>Circuit Breaker - None</p> <p>Terminal Housing - Top Entrance, Medium/High Volts</p>	<p>1</p>

- Indication - Ground Fault, Terminal Box (or) Circuit Breaker Box - Right
- Engine Starter - 24 Volt DC Motor Redundant
- Engine Air Cleaner - Normal Duty
- Battery Charging Alternator
- Engine Cooling - None Supplied (Remote Cooling)
- Coolant Connections - Flanged (ANSI and DIN)
- Coolant Heater - 400/480 Volts AC, 40F Minimum Ambient Temperature
- Extension - Oil Drain
- Priming - Engine Lube Oil, Starting Only
- Lube Oil Replacement - Continuous/Make Up
- Engine Oil Filters, Full Flow with Bypass
- Breather-Coalescor (OCV)
- Test Record - Strip Chart
- Cummins Certified Test Record
- Genset Warranty - 5 Years 2500hr P+L+T Warranty
- Battery Charger-20 Amp, 12/24 VDC, 120/208/240 VAC, 50/60Hz - None

<b>DMC</b>	<b>SPCL, Switchgear-Special Build</b>	1
	Replacement DMC 8000	
	Schneider PLC and all GE Protective Relays replaced	
	Hot Standby PLC	
	Remote HMI	
	Battery Charger and Switchgear Batteries Replaced	
	Drawings and new One-line	
	<b>Generator 3201 to 3300 Control Upgrade</b>	2
	<b>Engine ECM</b>	2
	<b>Generator Control Panel Replacement</b>	2
<b>NGR</b>	<b>Neutral ground resistor</b>	
<b>EXH</b>	<b>Muffler and exhaust part</b>	
<b>RAD</b>	<b>Remote radiator</b>	
	<b>Battery</b>	
	<b>Battery Charger-20Amp, 120/208/240VAC, 12/24V, 50/60Hz</b>	

Service - start up and testing

Vibration Isolator Restraint, Non-Seismic-6080lbs, 1.00" Deflection, 6732lbs/in  
Spring Rate

Freight and other charges

**Phase 1 (not including tax) : \$ 1,318,190.00**

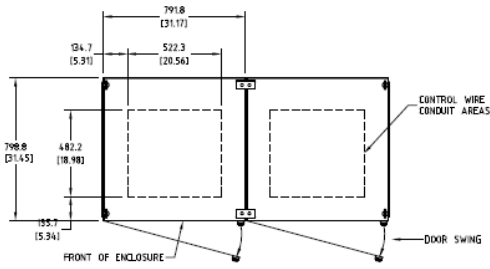
**Phase 2 (not including tax) : \$ 1,651,885.00**

**QUOTE TOTAL (not including tax) : \$ 2,970,075.00**

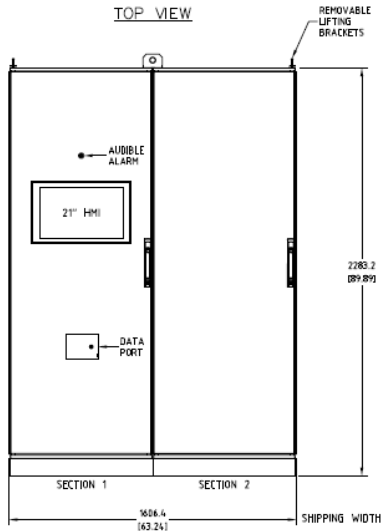
**QUOTE TOTAL W/Tax : \$ 3,041,309.31**

**NOTES:**

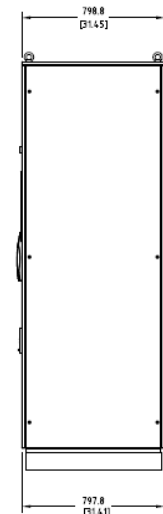
1. Phase 1 – Control Upgrades on existing generators, DMC/Switchgear Upgrade
  - a. Target date Q1-early Q2 2027
2. Phase 2 – 3,500kW Generator Set, Remote Radiator, NGR, and external muffler
  - a. Target date Q1-early Q2 2028
3. Proposal is for equipment only, offloading, rigging, and installation by others
  - a. Labor included for control upgrades, DMC, & gear relay replacement
4. Removed Fuel System from quote: 12/8/25
5. Removed Generator Factory witness test from quote: 12/8/25
6. Fuel and permits, unless listed above, is not included
7. Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others
8. Coordination Study not provided



TOP VIEW



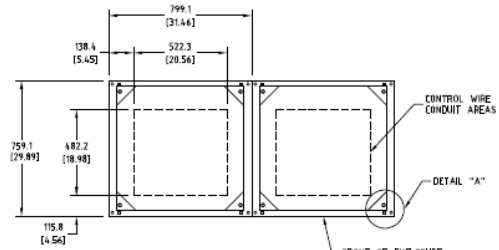
FRONT ELEVATION



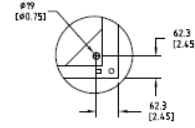
RIGHT SIDE ELEVATION

**GENERAL NOTES**

OPERATING VOLTAGE AC: 120 VOLT, 3 PHASE, 4 WIRE, 60 HERTZ  
 OPERATING VOLTAGE DC: 24 VOLT  
 INDOOR NEMA 1  
 FRONT ACCESS ONLY  
 EXTERIOR COLOR: ANSI #61 GRAY  
 SECTIONS LABELED PER UL891 STANDARDS  
 SHIPPING WEIGHT: 1500 LBS 681 KG  
 SEISMIC RATED



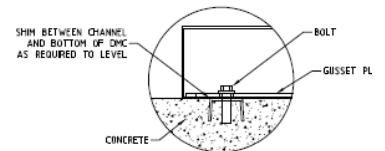
BASE DETAIL



DETAIL "A"  
 MOUNTING BOLT DIMENSIONS TRUE ON ALL CORNERS OF ALL CABINETS UNLESS OTHERWISE STATED

**INSTALLATION-FOUNDATION REQUIREMENTS**

THE DIGITAL MASTER CONTROL (DMC) MUST BE INSTALLED ON FLAT LEVEL SURFACE. CUMMINS RECOMMENDS INSTALLING THE DMC ON A PAD LEVELED TO 3 (1/8) IN ANY SQUARE YARD. USE CONCRETE ANCHOR BOLTS OR INSTALL STEEL CHANNELS IN THE PAD FOR BOLTING OF GEAR (SEE BELOW)



RECOMMENDED MOUNTING DETAIL



Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

**Submitted by:**

**Brandon VanderWest, Senior Sales Executive - PG**  
[bf056@cummins.com](mailto:bf056@cummins.com)  
**(616) 204-4995**

**SUBMITTALS.** An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

**THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order No

## TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

**1. SCOPE.** Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

**2. SHIPPING; DELIVERY; DELAYS.** Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION*

*OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

**3. PAYMENT TERMS; CREDIT; RETAINAGE.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

**4. TAXES; EXEMPTIONS.** Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

**5. TITLE; RISK OF LOSS.** Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

**6. INSPECTION AND ACCEPTANCE.** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

**7. LIEN; SECURITY AGREEMENT.** Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

**8. CANCELLATION; CHARGES.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

**9. TERMINATION.** Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

**10. MANUALS.** Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

**11. TRAINING; START UP SERVICES; INSTALLATION.** Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

**12. MANUFACTURER'S WARRANTY.** Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

**13. WARRANTY PROCEDURE.** Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**14. LIMITATIONS ON WARRANTIES.**

**THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

**15. INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

#### 16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

**17. DEFAULT; REMEDIES.** Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

**18. CUSTOMER REPRESENTATIONS; RELIANCE.** Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

**19. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**20. GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim

arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

**21. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**22. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**23. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

**24. PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

**25. TARIFF AND DUTY SURCHARGES.**

In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

**26. MISCELLANEOUS.** Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

**27. COMPLIANCE.** Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a

government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**

November 17, 2025

*Transmitted Electronically*

Mr. Brandon Vanderwest  
Senior Sales Representative  
Cummins Inc.  
3715 Clay Ave. SW  
Grand Rapids, MI 49548

Subject: Wyoming WTP Onsite Medium Voltage Diesel Generator (GEN3)  
Request for Equipment Quote

Tetra Tech is currently designing the addition of a third (3<sup>rd</sup>) standby diesel generator to accompany the two existing standby generators (both Cummins 2.25MW units). In addition, the City desires to upgrade the existing generator switchgear controls to include the Cummins PowerCommand Control System and Cummins Digital Master Control system to the latest versions (PCC3300 and DMC8000).

The goal of the project is to allow flexibility to run a multitude of High Service pump combinations including the ability to run one 2250-horsepower and one 1500-horsepower high service pump (HSP) on each side of the electrical bus (Side A & Side B).

The purpose of this letter is to request a fixed price quote, the equipment shall be provided by a single supplier (SELLER) and consists of furnishing the standby diesel generator, switchgear control modifications, all cooling & exhaust equipment, large outdoor fuel tank, indoor day tank, upgraded Multilin motor protection relays and all other equipment listed within the attached specification. The quote shall include all materials, freight, product submittals, installation instructions, operation and maintenance manuals. Prior to shipment the SELLER shall formally test the generator unit before shipping to the site. Once equipment is shipped to the City of Wyoming Drinking Water Treatment Plant the SELLER shall coordinate with the installation contractor.

Generator and related equipment are to be field installed by Contractor as part of a future contract. Control system upgrades shall be the sole responsibility of Cummins.

Materials are to be shipped to the Wyoming Drinking Water Treatment Plant as indicated within the attached specifications.

In addition to the documentation indicated in the attached specifications, the following documents must be included in the submittal package.

- Detailed component drawings.

- Relevant installation drawings and documentation.
- Product warranty documentation.

The quote must be received by the City in electronic format by close of business (5:00 p.m. Est) on Thursday November 19th, 2025. The proposal shall be submitted by email to Mr. Dan Kleinheksel – ([dan.kleinheksel@wyomingmi.gov](mailto:dan.kleinheksel@wyomingmi.gov)).

Quote shall include separate price line items and anticipated delivery dates for each:

- Phase-1 switchgear controls upgrade.
- Phase-2 generator with all accessory equipment and reconfiguration of the controls to accommodate the new generator.

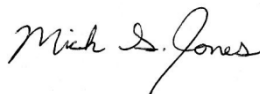
The pricing provided in response to this letter must be valid for a minimum of 30 days from the date the fixed price quote is received by the city. Submitted pricing shall be for all costs associated with the manufacture and delivery of all equipment listed in the attached documents, including all costs for submittals, equipment, delivery, acceptance, site visits, taxes (use and sales), and all other specified costs and assumes SELLERS acceptance of the City's standard contract terms and conditions (example attached), and the requirements herein. All taxes shall be delineated in a separate line item.

The generator will be specified for assignment to the Contractor that is selected following bidding of the construction project that includes installation of the generator and related equipment that isn't already assigned to Cummins. The progress payments to SELLER are detailed within the attached specifications, assuming both parties agree on contract terms and conditions.

The Contractor will be contracted to accept responsibility of the generator at delivery to the site. The Contractor will be responsible for removing them from the delivery truck and transporting them to the generator building. Up to the point of delivery, the generator will be the responsibility of SELLER.

We look forward to working with you on this important project. If you need additional information, please call me at (734) 417-4430.

Sincerely,



Mick S. Jones, P.E.  
Senior Project Manager

Encl.: Attachment A – Specifications

Copy: Mr. Dan Kleinheksel

## SECTION 16231 — STANDBY DIESEL GENERATOR AND CONTROLS

### PART 1 — GENERAL

#### 1.01 SUMMARY

A. This Section includes the supply, submittal, delivery, installation support, testing, commissioning and associated controls, and required modifications to existing switchgear and controls for the replacement and addition of standby diesel generator equipment as indicated on Drawings and Schedules. Work under this Section includes, but is not limited to:

1. Medium Voltage Diesel engine-driven generator.
2. Alternators.
3. Engine starting systems, batteries, battery chargers and battery heaters.
4. Generator control panels and annunciators.
5. Exhaust silencers and ducting, radiator and cooling systems, enclosures and sound attenuation.
6. Modifications and upgrades to the existing Cummins Metal-Clad switchgear and associated controls (see detailed requirements below).
  1. It should be provided in two separate phases.
    1. **Phase-1:** Upgrade (replace) existing switchgear to work with the existing two 2.25MW generator units, one generator per electrical bus (bus A and bus B). Q1 2027 execution.
    2. **Phase-2:** Reconfigure switchgear to accommodate the new 3.5MW generator unit. (Both 2.25MW units on bus-A, new 3.5MW unit on bus-B). Q1-Q2 2028 execution.
7. Accessories, wiring, supports, vibration isolation and other necessary components for a complete and operable system.

B. Generator types included for the Project:

1. Permanent diesel engine-driven standby generator sets sized to the loads shown on the Drawings and Schedule.

#### 1.02 SUBMITTALS

Submit the following prior to manufacture or delivery:

1. Shop Drawings showing generator set assembly, mounting, enclosure, lifting points, clearances and interface requirements, switchgear modifications and control wiring changes.
2. Product Data and Manufacturer's Literature including
  - a) Generator and alternator dimensions, weight and ratings.
  - b) Engine data, fuel consumption and emission data.
  - c) Alternator data and insulation class.
  - d) Cooling system and radiator data.
  - e) Exhaust silencer and attenuation curves.
  - f) Enclosure materials, assembly/disassembly instructions and noise reduction performance.
  - g) Battery and starting system data (size, ratings, cold cranking amps, reserve capacity, heater data, warranty).
  - h) Battery charger data (type, capacity, input voltage, meters).
  - i) Control panel layouts, wiring diagrams and interconnection diagrams.
  - j) Control system and network interface documentation (Modbus TCP/Ethernet IP, fiber interface, HMI software platform and protocols).
  - k) Shop drawings for proposed revisions to existing metal-clad switchgear.
3. Wiring Diagrams: Detailed wiring and interconnection diagrams showing factory-installed and field-installed portions; power, control, grounding and signal wiring.
4. Factory Test Records and Certifications: Certified final production test records including:
  - a. Single-step load pickup.
  - b. Transient and steady-state governing.
  - c. Safety shutdown device tests.
  - d. Voltage regulation tests.
  - e. Rated and maximum power tests. Provide certified test records prior to shipment.
5. Spare Parts List and Recommended Maintenance Schedule.
6. Software and network configuration files (to be provided at commissioning and handed over to Owner).
7. Manufacturer's warranties and extended warranty documentation.

### **1.03 QUALITY ASSURANCE**

A. Codes, Standards and Reference Publications: Comply with applicable provisions of:

1. NFPA 37, NFPA 99 (when applicable), NFPA 101.
2. UL 2200 (Stationary Engine Generator Assemblies), UL 142 (day tanks), and UL 2085 for protected outdoor bulk tanks where applicable.
3. UL 486A/B for terminals and torque requirements.
4. ANSI/NEMA MG1 and MG2.
5. IEEE Std 446 and other applicable IEEE standards.
6. Applicable local codes and authorities have jurisdiction.

B. Manufacturer and Installer Qualifications:

1. Modifications to Cummins metal-clad switchgear and all related controls shall be performed by Cummins.

C. Warranty:

1. Provide a full factory extended 5-year parts and labor warranty (5000 total hours) for the new 3.5 MW generator and related switchgear control work as described in (Part 2 Products).

## **PART 2 — PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

A. Subject to compliance with specified requirements, generator manufacturers include, but are not limited to:

1. Cummins — model and alternator combinations acceptable as specified, including:
  - a. Cummins Model C3500 D6e (or approved equivalent) with S9M1D-H4 alternator.
  - b. Power Command controller version 3.3 (or latest compatible Power Command series).
  - c) Cummins Digital Master Control 8000.

## 2.02 GENERATOR SET REQUIREMENTS

### A. General:

1. Provide a complete factory-packaged diesel engine-driven generator set including engine, alternator, control panel, starting system, battery charger and accessories as specified and as required for a complete installation.
2. Generator set rating: sized to supply the total continuous and starting loads indicated on the Schedule and Drawings at site ambient conditions and altitude (specified as 100°F ambient for rating unless otherwise indicated).

### B. Engine:

1. Four-cycle compression ignition diesel engine designed for operation on commercial No. 2 fuel and blended No. 1 Diesel fuel during winter months.
2. Maximum governed speed: 1,800 rpm.
3. Governor shall maintain alternator frequency within  $\pm 3.0$  Hz from no-load to full-load; frequency recovery to steady-state within 5 seconds after application of 90% rated load.
4. Generator shall be supplied with the Cummins Centinel Advanced Engine Oil System for the QSK95.

### C. Starting System and Batteries:

1. Provide 12- or 24-volt negative-ground starting system, solenoid shift-starting motor, batteries, and an automatic battery charging alternator (solid-state regulator).
2. Battery sizing:
  - a. For units  $\leq 150$  kW: battery rated 650 cold cranking amps (CCA) at 0°F and 170 minutes reserve capacity (SAE J537) or as required by manufacturer.
  - b. For larger units: battery sized per engine manufacturer's requirements (e.g., 220 Ah or 900 CCA and 430 minutes reserve capacity as typical minimums).
3. Batteries mounted on plastic- or epoxy-coated metal platform near starter but not on generator; terminals coated with antioxidant.
  1. Dispose of Owners existing system.
4. Batteries shall have a minimum 12-month full warranty and 60-month prorated warranty.

5. Provide a cranking limiter that opens the starting circuit if the engine has not started within 45–90 seconds or after repeated cranking attempts per manufacturer recommendations.

#### D. Battery Charger:

1. Solid-state, current-limiting, float-type charger with minimum 5 A capacity, operating from 120 VAC single-phase, 60 Hz (or as required by battery system). Charger to be equipped with ammeter and voltmeter.

#### E. Alternator:

1. Brushless, single-bearing, self-excited design with rotating rectifier exciter or revolving field and temperature compensated solid-state voltage regulator.
2. Windings: NEMA Class F insulation with epoxy impregnation and fungus-resistant coating. Temperature rise per NEMA MG1-22.40.
3. Capable of starting loads shown on Schedule with a maximum instantaneous voltage dip of 35% and voltage recovery to  $\pm 5\%$  of rated voltage within 3 seconds.

#### F. Cooling System:

1. Radiator and fan sized to maintain safe operation with engine outlet water temperature not exceeding 190°F at 100°F ambient.
2. Filled with 50% ethylene glycol solution.
3. Cooling radiators shall be mounted outside similar in style to the owners' existing units. All duct adapter flange and flexible connection to building exhaust/evaporative ducting to match existing installations as required.

#### G. Instrument Control Panel:

1. Provide engine oil pressure, water temperature, voltmeter, phase ammeter with phase selector switch, running hour meter, frequency meter and required indication lamps and alarms.
2. Control circuitry shall use plug-in modules for ease of replacement and allow for maintenance/test plug-in device to test control panel without running engine.
3. Provide shutdown devices for high engine temperature, low oil pressure, overspeed and over-crank. Each shutdown to provide alarm lamp, audible alarm (with silence switch) and unpowered, normally open contact for remote use.

4. Provide a relay energized when the unit is running with 2 N.O. and 2 N.C. contacts rated 5 A at 120 VAC wired to terminal strips for remote use.
5. Provide a RUN–OFF–AUTO selector switch. In AUTO, unit shall start on remote contact closure and stop on remote contact open. In RUN, unit shall start and run until OFF is selected.

#### H. Inlet and Exhaust Systems:

1. Self-supporting silencers and exhaust ducting; provide supports, insulated wall thimbles, bellows, flexible sections and rain caps as required by installation conditions.
2. Exhaust ducting to be Schedule 10 steel minimum; provide condensation traps at low points and pitch for drainage.
3. Silencer pressure drop not to exceed 5 inches of water; silencer attenuation  $\geq 25$  dB for 125 Hz to 8 kHz. Submit attenuation curve with Shop Drawings.
4. Exhaust silencer (Muffler) shall be mounted outdoors to match the existing two generator units.

#### I. Circuit Breaker:

1. Provide generator power circuit breaker as required by generator manufacturer and Drawings. For ratings  $\geq 300$  A provide solid-state trip breakers with Long-time, Short-time and Instantaneous protection. For  $\geq 1000$  A include ground fault protection.
2. Trip settings shall be coordinated to drawings and generator rating. Refer to contract drawings for medium-voltage breaker and relay functional requirements and for neutral grounding resistor requirements.

#### J. Fuel System and Day Tank: (**FUTURE – NOT IN THIS CONTRACT**):

- ~~1. Provide UL-142 freestanding factory-fabricated day tank for indoor application (s) sized per engine manufacturer recommendations to supply a minimum of two (2) hours of operation at 100% load; each engine shall have its own day tank.~~
- ~~2. Day tanks shall have integral rupture basin sized to 150% of nominal tank capacity with leak detector interconnected to provide audible/visual alarms.~~
- ~~3. Provide pump capacity minimum 3 GPM with 20 ft lift driven by the motor indicated (e.g., 1/2 HP, 120/240 V 1-phase unless otherwise specified).~~

~~4. Day tank control panel shall include On/Off/Emergency Run, Test/Reset, AC and DC breakers, and indicator lamps for Ready, High Fuel, Low Fuel, Low Fuel Shutdown, Overflow To Basin, Spare, and Pump Running with appropriate dry contacts for each alarm condition.~~

~~a) Day tank shall be supplied with real-time fuel level transmitter to be wired back into switchgear PLC system with level shown on control system HMI.~~

~~b) Conduit and wiring shall be separate contract.~~

~~5. Factory-installed fuel supply and return lines from tank to engine; local fill and vent lines per code.~~

~~6. Bulk outdoor diesel fuel tank: OWNER requires a 15,000-gallon UL 2085 protected outdoor tank to be provided under this contract (Cummins) and installed under a separate installation contract.~~

~~a) Fuel tank shall be supplied with real-time fuel level transmitter to be wired back into switchgear PLC with level shown on control system HMI.~~

~~b) Conduit and wiring shall be separate contract.~~

~~7. Real-time (scheduled) automated fuel maintenance (polishing) system shall be provided under this contract.~~

~~a) System shall be fully automated and shall be programmable to allow a weekly routine for the polishing & filtration of the attached tank and fuel supply.~~

~~b) System shall be provided with detailed installation diagrams.~~

## **2.03 PERMANENT ENGINE-GENERATOR SET ACCESSORIES**

### **A. Vibration Isolation and Mounting:**

1. Install units on steel spring-type vibration isolators fastened to an inertia base per manufacturer instructions.

### **B. Grounding:**

1. Provide equipment grounding connections sized and installed per code and UL torque specifications. Furnish neutral grounding resistor as required by manufacturer; installation of the grounding resistor to be coordinated with other trades as noted.

### C. Communications and Control Interface:

1. Provide generator control panel with a Modbus TCP/Ethernet IP interface card to communicate with Owner's Rockwell ControlLogix PLC and facility networks.
  - a. Modbus TCP card shall be Prosoft Modbus TCP.
2. Provide industrial-rated Ethernet switches at switchgear.
3. Provide gateway/bridge cards as required to integrate Multilin relays, generator controls and PLC networks (Modbus IP/Ethernet IP) to the plant SCADA system.

### D. Switchgear Control System:

The goal of upgrades to the switchgear control system is to replace the existing controls during phase-1 before April 2027. Then during the second phase the switchgear control system would be reconfigured to add the new 3.5MW generator before the end of April 2028.

- **Phase-1:** Upgrade (replace) existing switchgear to work with the existing two 2.25MW generator units, one generator per electrical bus (bus A and bus B). Q1 2027 execution.
  - **Phase-2:** Reconfigure switchgear to accommodate the new 3.5MW generator unit. (Both 2.25MW units on bus-A, new 3.5MW unit on bus-B). Q1-Q2 2028 execution.
1. Replace and upgrade existing PLC, I/O racks, power supplies, and Ethernet network hardware at existing 5 kV Metal-Clad Cummins generator switchgear as indicated. Provide 600 V rated CAT-6 control cabling as specified.
  2. Provide the latest Cummins-compatible Digital Master Control platform for the generator controllers for GEN-1, GEN-2 and the new GEN-3. Provide full factory programming of Cummins Indusoft HMI application and PLC logic needed for generator and switchgear control and monitoring.
  3. Provide Schneider Electric M580 (hot-standby) PLCs for switchgear control with hot-standby functionality.
  4. Furnish 21-inch panel-mounted LCD HMI display at the switchgear and a redundant remote operator HMI computer (24-inch minimum) located in the existing water treatment plant control room connected via fiber.
    - a. Network hardware for the redundant link will be provided under separate contract.

- b. Spare fiber between DMC8000 and redundant computer location to be provided by Owner.
5. Provide redundant HMI operator interface computers (panel-mounted and remote) with Indusoft SCADA runtime and all required operator screens, alarming and trending displays.
6. Provide Indusoft application, license and sources, and provide all necessary network configuration documentation and software backups.

E. Protective Relays and Breaker Upgrades:

1. Replace existing Multilin relays with current Multilin models:
  - a. Multilin 850 series for main breakers, tie breakers and feeder breakers.
  - b. Multilin 889 series for generator breaker protection.
2. Upload existing relay settings from Owner-provided relays and download those settings to the new relays where appropriate, with coordination between Cummins and Eaton for checkout and arc-flash update activities.
3. Provide programming, display parameters and gateway/bridge for integration between Multilin relays and PLC/HMI as specified.

F. Coordination with Eaton:

1. Obtain Eaton Corporation services to update the Arc Flash Analysis, short circuit analysis and coordination study to account for the new 3.5 MW generator and relocated generator configurations. Obtain existing SKM files from Owner, update models, and return updated SKM files to Owner upon completion. Coordinate relay settings downloads and verification with Eaton.

G. Switchgear Modifications — Cummins Scope:

1. Cummins shall perform the modifications to the existing Cummins Metal-Clad 5 kV generator switchgear including all parts, labor, subassemblies, programming, installation, demolition, commissioning and startup connections for GEN-1, GEN-2 and GEN-3 as shown on the Drawings.
2. Scope includes:
  - a. Demolition and replacement of existing batteries and chargers associated with the switchgear.

- b. Removal and replacement of existing Multilin relays with newest specified models and transfer of existing relay settings to new relays.
- c. Removal and replacement of existing PLCs, I/O racks, I/O cards, power supplies, Ethernet switches and associated cabling (600V rated CAT-6 where required).
  - 1. Schnieder PLC M580 Hot-backup with Schnieder input/output cards, racks, power supplies, etc.
    - 1. Utilize 8MB version or better.
    - 2. PLC I/O network shall be separated (Isolated) from the LAN network. LAN network shall be where the Indosoft HMI communications occur through a separate Schnieder ENOC Ethernet communications card.
- d. Upgrade of DMC platform to the latest Cummins Digital Master Control hardware/software platform as specified.
- e. Provide updated shop drawings for switchgear revisions including generator relocation and new generator integration.
- f. Provide factory programming for the HMI and PLC and integrate generator controllers, Multilin relays, and plant SCADA via Modbus IP/Ethernet IP gateways.
- g. Rework switchgear physical layout to relocate an existing 2.25 MW generator (GEN-2) to the same side as the existing 2.5 MW generator (GEN-1) and modify the opposite side to accommodate the new 3.5 MW generator (GEN-3) per Drawings E-100 through E-108.
- h. Provide new industrial-rated Ethernet switches, each with two multimode fiber SFP ports and gigabit SFP modules.
- i. Provide fiber optic cabling as required for HMI connectivity; Owner to provide dark fiber where indicated for remote HMI connectivity to the water treatment plant control room.
- j. Coordinate system checkout with Eaton for relay settings, arc-flash study updates and SKM deliverables.

#### H. Training and Documentation:

- 1. Provide provisions for Owner to attend onsite factory witness testing to witness simulation testing of switchgear transfer scenarios, like what's described in Owners existing O&M manual. Since the gear won't reside at the factory witness test, Cummins shall provide suitable ability to demonstrate the control system's ability to simulate failure scenarios, system integration and alarming.

- A. City of Wyoming shall be notified of the witness test date at least four weeks prior to equipment shipment to the site.
2. Provide five (2) full days of on-site training (8 hours per day) for Owner's plant staff, covering operation, basic troubleshooting, and maintenance of generators, switchgear and controls. Training dates to be coordinated with Owner.
3. Provide comprehensive O&M manuals, wiring diagrams, relay settings, PLC/HMI source code, license keys, and as-built drawings at completion of commissioning.

I. Spare Parts:

1. Provide two PLC input/output cards for each type used within the new switchgear controls. Provide one spare PLC I/O rack, two PLC power supplies, one PLC Ethernet
2. In addition to the above, provide a recommended spare parts list for critical components including control modules, fuses, sensors, and relays.

## **PART 3 — EXECUTION**

### **3.01 EXAMINATION AND PREPARATION**

A. Verify site conditions and dimensions prior to equipment delivery and installation. Verify that foundations, concrete pads, conduits, raceways and structural supports are complete and in accordance with the Shop Drawings.

B. Coordinate with other trades for mechanical, electrical and fuel system interfaces.

### **3.02 EQUIPMENT DELIVERY**

A. Generator unit and all equipment noted in this specification shall be delivered to the City of Wyoming Drinking Water Treatment Plant located at the address below. Cummins shall coordinate delivery of equipment to the site with the installation contractor (Future Contract).

A. Wyoming Drinking Water Treatment Plant Address:

1. 16700 New Holland St, Holland, MI 49424.

### **3.03 INSTALLATION**

B. Install generators, enclosures, radiators, exhaust systems, day tanks, battery chargers and batteries per manufacturer's instructions and recognized industry practice.

- C. Tighten all electrical connectors and terminals to manufacturer-specified torque values. Where manufacturer values are not provided, apply torque values from UL 486A/B and the NEC.
- D. Install vibration isolators and inertia base per manufacturer's instructions.
- E. Connect fuel piping and provide required seismic and leak containment measures per code. Coordinate final fuel connections to bulk fuel storage with the separate bulk tank contract.
- F. Ground generator sets and switchgear in accordance with applicable codes and UL requirements; install neutral grounding resistor where required.
- G. Install modular control and PLC equipment, Ethernet switches, fiber converters, patch panels and patch cables as shown on Shop Drawings. Label cables and terminations per project standards.

### **3.04 FIELD QUALITY CONTROL — TESTING & COMMISSIONING**

- A. Factory acceptance tests (FAT): Provide certified factory test records as required under Part 1 prior to shipment.
- B. Site Start-up and Commissioning:
- C. Engage manufacturer's representative to perform site start-up, commissioning and building load testing with the ENGINEER and OWNER in attendance. Provide certified test reports.
- D. Tests to include:
  - a. Pre-start checks (fuel, oil, coolant levels, battery condition, heater and battery charger functional checks).
  - b. Control and alarm function tests.
  - c. Start/stop control and AUTO start simulation, verifying automatic transfer (where applicable), and timed transfer coordination.
  - d. Load pickup testing including single-step start testing with the designated starting motors (e.g., 2200 HP & 1500 HP pumps started across-the-line) and verification of voltage dip not exceeding 35% instantaneous P-P voltage; record voltage dip with an oscilloscope during the starting event.
  - e. Monitor engine temperature, oil pressure, battery condition, voltage, current and frequency during tests.
  - f. Full load demonstration and verification of rated power and transient/stable voltage/frequency performance.
- E. Correct malfunctions on-site where practical and retest. Replace equipment as required to meet performance criteria at no additional cost to OWNER.

- F. C. Protective relay testing and settings verification: Coordinate with Eaton for Arc Flash and coordination studies and implement final relay settings; verify communications between relays, PLCs and HMI.
- G. D. Software and network verification: Verify communications between generator controllers, Multilin relays, PLCs, HMI and SCADA gateway; perform acceptance tests for all networked alarm and data points.

### **3.05 TRAINING**

- A. Provide training for Owner's personnel as specified in Part 2. Training shall include classroom and hands-on sessions covering operation, emergency procedures, daily checks, periodic preventive maintenance tasks, battery maintenance, and basic diagnostics.

### **3.06 PROJECT CLOSEOUT**

- A. Deliver to OWNER:
  - a. All operation and maintenance manuals, factory test reports, relay setting files, PLC/HMI source code and configuration files, wiring diagrams, SKM files and as-built drawings.
  - b. Warranty certificates and contact information for service and spare parts.
  - c. Restore and leave clean all areas affected by the work.

### **PERMANENT ENGINE-GENERATOR SCHEDULE (SUMMARY)**

- Minimum Generator Size: 3500 kW (minimum stated; actual sizing must meet load test).
- Output Voltage: 4160 V, 3-phase, 60 Hz.
- Starting Loads: 2200 HP high service pump (across the line), 1500 HP high service pump (across the line); after starting, 500 kVA misc. plant load applied
- Accessories required (examples): Engine cooling radiator(s), remote radiator as required, coolant heater (e.g., 480 V where specified), exhaust systems.
- ~~Day tank (400 gal indoor per engine), bulk fuel tank (15,000 gal outdoor), fuel polishing systems (FUTURE).~~
- PCC3300 and DMC8000 switchgear control system and all related software and accessories, fully programmed.

**END OF SECTION 16231**

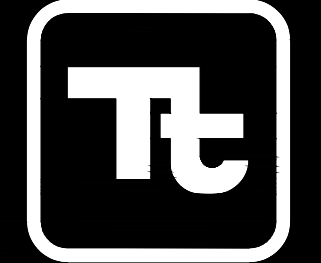
# CITY OF WYOMING, MICHIGAN

## DONALD K. SHINE WATER TREATMENT PLANT

### GENERATOR PROCUREMENT AND SWITCHGEAR UPGRADES

1136 OAK VALLEY DRIVE, SUITE 100  
ANN ARBOR, MICHIGAN 48108  
PHONE: (734) 665-6000 FAX: (734) 213-3003

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#### ELECTRICAL SHEETS

- E-100 EXISTING OVERALL POWER DISTRIBUTION DIAGRAM - PROPOSED WORK
- E-101 EXISTING INTERCONNECTION DIAGRAM - PROPOSED WORK
- E-102 EXISTING STAND BY POWER DEMOLITION
- E-103 EXISTING STAND BY POWER DEMOLITION
- E-104 EXISTING STAND BY POWER DEMOLITION
- E-105 EXISTING STAND BY POWER DEMOLITION
- E-106 EXISTING STAND BY POWER DEMOLITION
- E-107 EXISTING STAND BY POWER DEMOLITION
- E-108 EXISTING STAND BY POWER DEMOLITION

#### PROJECT LOCATION:

WYOMING, MICHIGAN

#### CLIENT INFORMATION:

Tt PROJECT No.:  
200-12757-25003

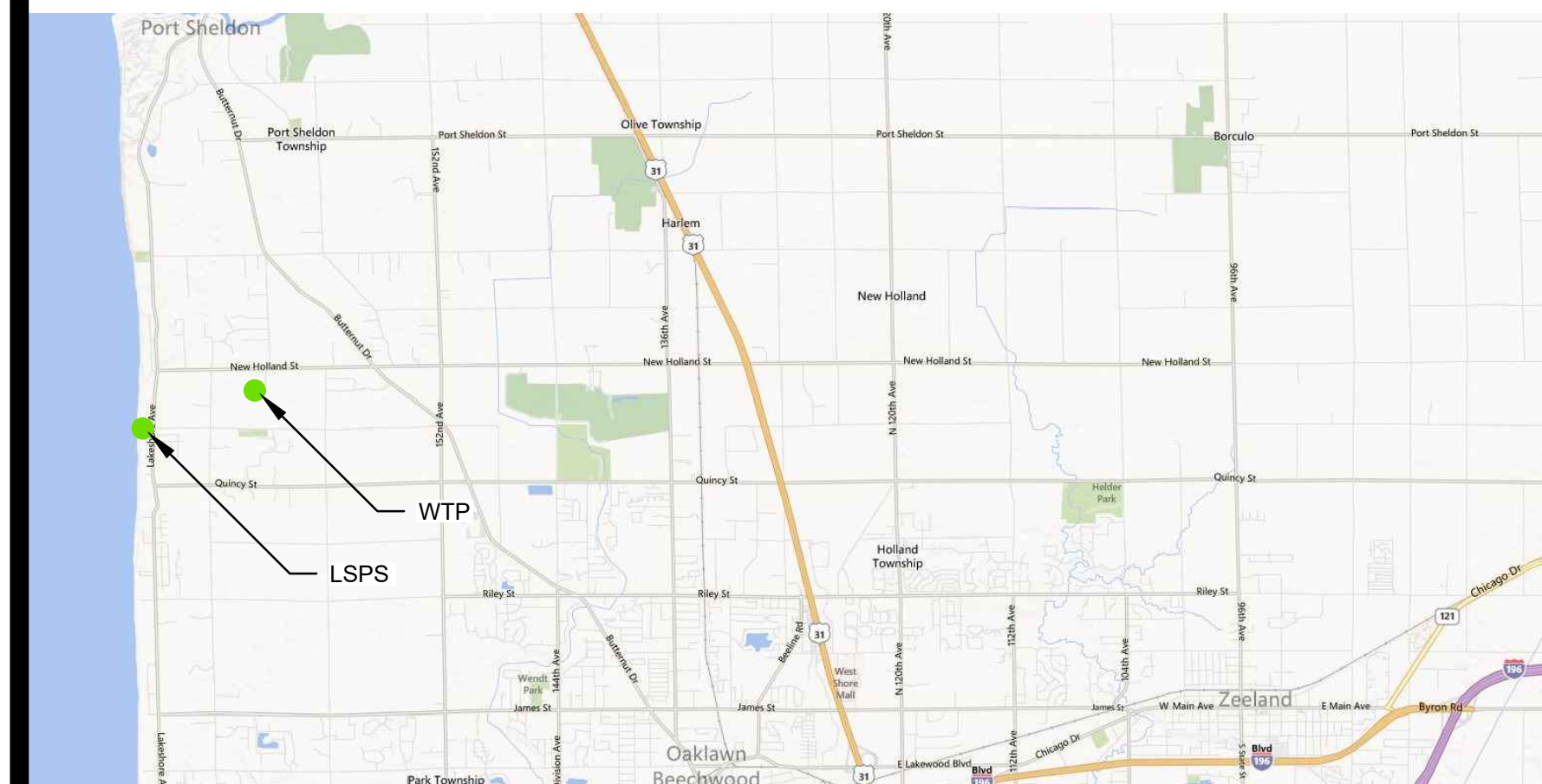
CLIENT PROJECT No.:

#### PROJECT DESCRIPTION / NOTES:

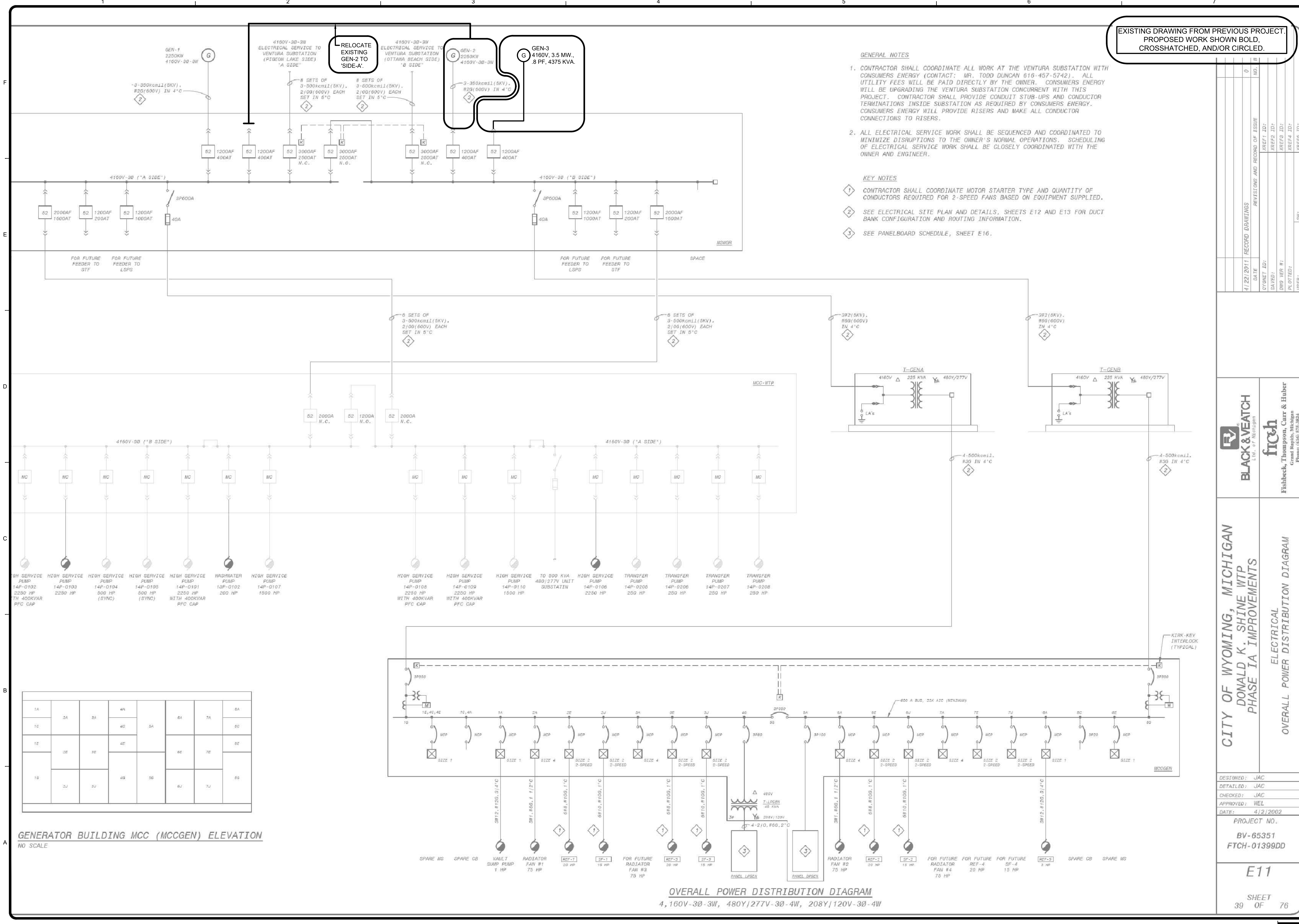
#### ISSUED:

INTERNAL REVIEW 10-22-25

#### VICINITY MAP:



10/22/2025 1:53:42 PM - C:\ADACDC\TETRA TECH INC\200-12757-25003 WY DKS WTP GENPROJECT FILES\CAD\SHEET\E100\_EX\_PWR\_DIST.DWG - SHANK, JASON



EXISTING DRAWING FROM PREVIOUS PROJECT. PROPOSED WORK SHOWN BOLD, CROSSHATCHED, AND/OR CIRCLED.

- GENERAL NOTES**
- CONTRACTOR SHALL COORDINATE ALL WORK AT THE VENTURA SUBSTATION WITH CONSUMERS ENERGY (CONTACT: MR. TODD DUNCAN 516-457-5742). ALL UTILITY FEES WILL BE PAID DIRECTLY BY THE OWNER. CONSUMERS ENERGY WILL BE UPGRADING THE VENTURA SUBSTATION CONCURRENT WITH THIS PROJECT. CONTRACTOR SHALL PROVIDE CONDUIT STUB-UPS AND CONDUCTOR TERMINATIONS INSIDE SUBSTATION AS REQUIRED BY CONSUMERS ENERGY. CONSUMERS ENERGY WILL PROVIDE RISERS AND MAKE ALL CONDUCTOR CONNECTIONS TO RISERS.
  - ALL ELECTRICAL SERVICE WORK SHALL BE SEQUENCED AND COORDINATED TO MINIMIZE DISRUPTIONS TO THE OWNER'S NORMAL OPERATIONS. SCHEDULING OF ELECTRICAL SERVICE WORK SHALL BE CLOSELY COORDINATED WITH THE OWNER AND ENGINEER.

- KEY NOTES**
- CONTRACTOR SHALL COORDINATE MOTOR STARTER TYPE AND QUANTITY OF CONDUCTORS REQUIRED FOR 2-SPEED FANS BASED ON EQUIPMENT SUPPLIED.
  - SEE ELECTRICAL SITE PLAN AND DETAILS, SHEETS E12 AND E13 FOR DUCT BANK CONFIGURATION AND ROUTING INFORMATION.
  - SEE PANELBOARD SCHEDULE, SHEET E16.

**GENERATOR BUILDING MCC (MCCGEN) ELEVATION**  
NO SCALE

1A	2A	3A	4A	5A	6A	7A	8A
1C			4C	5A			8C
1E	2E	3E	4E		6E	7E	8E
	2J	3J	4S	5B	6J	7J	8S

**GENERATOR BUILDING MCC (MCCGEN) ELEVATION**  
NO SCALE

**OVERALL POWER DISTRIBUTION DIAGRAM**  
4, 160V-3Ø-3W, 480Y/277V-3Ø-4W, 208Y/120V-3Ø-4W

4/22/2011	RECORD DRAWINGS	REVISONS AND RECORD OF ISSUE	NO. 0
DATE	BY	DESCRIPTION	
SAVED:	PROJECT ID:	REF ID:	
DWG VER #:	PROJECT ID:	REF ID:	
PLOTTED:	PROJECT ID:	REF ID:	
USER:	PROJECT ID:	REF ID:	

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**frich**  
Fishbeck, Thompson, Carr & Huber  
Grand Rapids, Michigan  
Phone: (616) 575-3834

**CITY OF WYOMING, MICHIGAN**  
DONALD K. SHINE WTP  
PHASE IA IMPROVEMENTS

**ELECTRICAL OVERALL POWER DISTRIBUTION DIAGRAM**

DESIGNED: JAC  
 DETAILED: JAC  
 CHECKED: JAC  
 APPROVED: WEL  
 DATE: 4/2/2002

PROJECT NO.  
BV-65351  
FTCH-01399DD

**E11**

SHEET 39 OF 76

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**CITY OF WYOMING, MICHIGAN**  
DONALD K. SHINE WATER TREATMENT PLANT  
GENERATOR UPGRADES  
ELECTRICAL OVERALL POWER DISTRIBUTION  
EXISTING OVERALL POWER DISTRIBUTION  
DIAGRAM - PROPOSED WORK

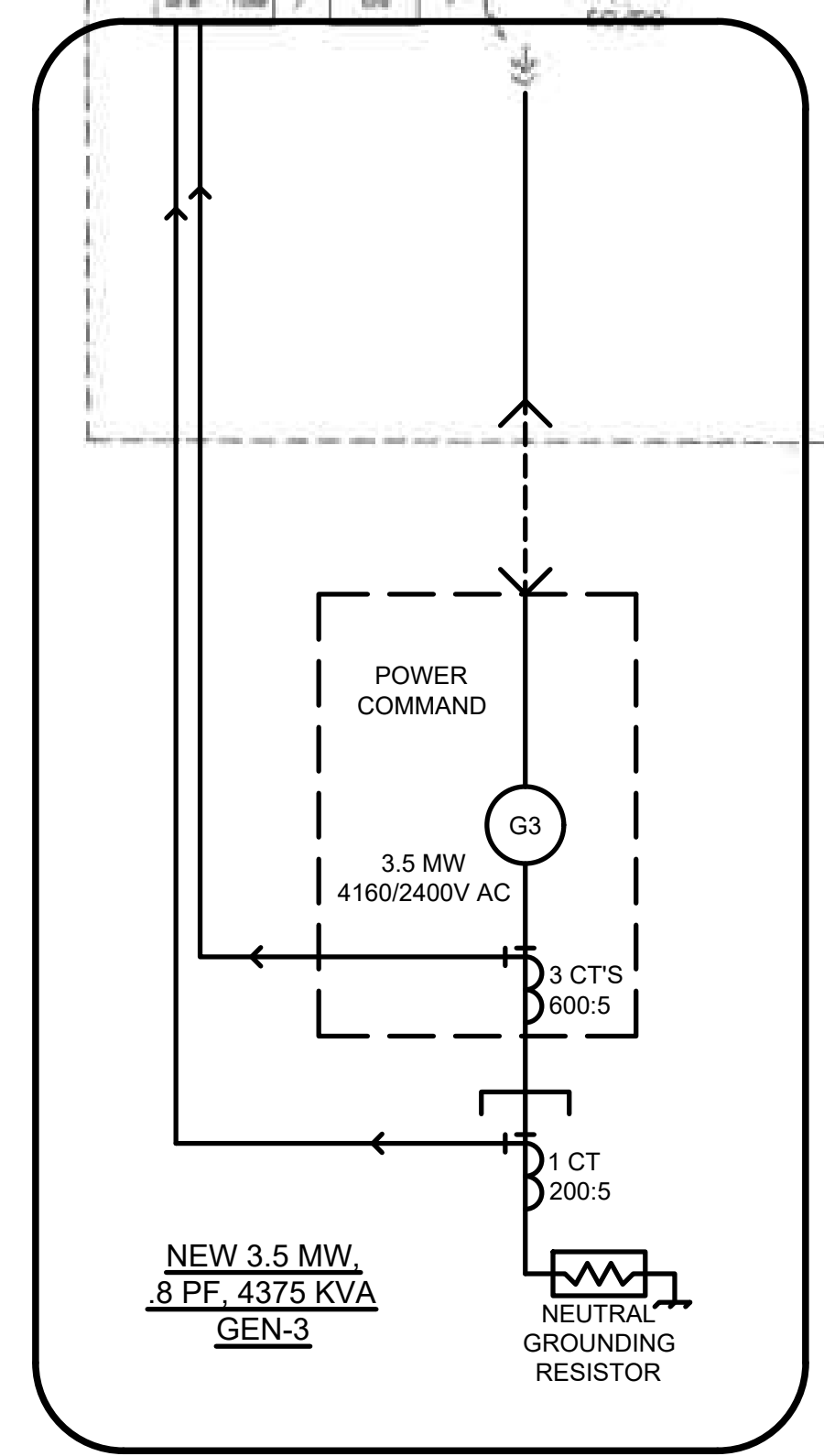
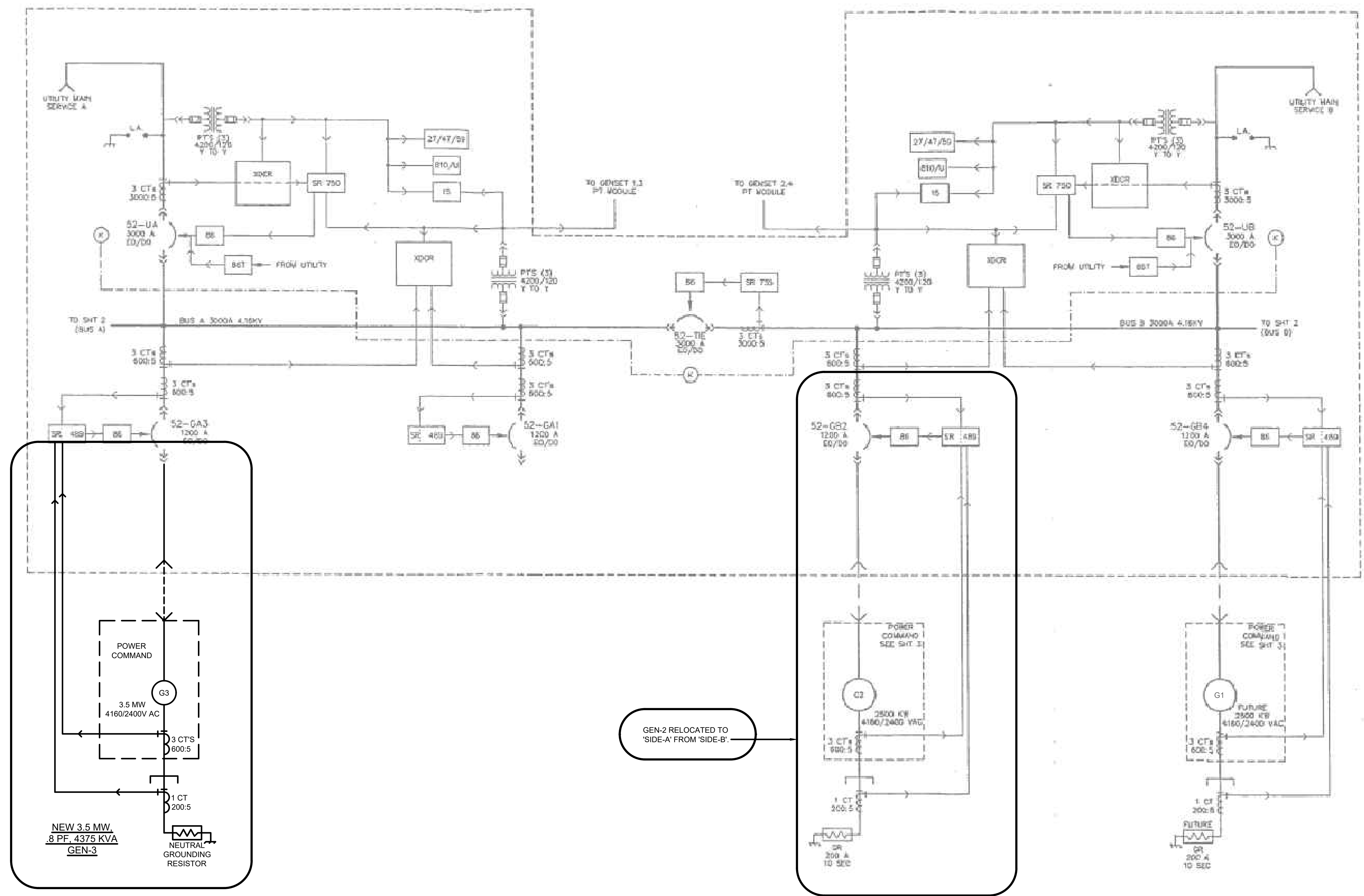
Project No: 200-12757-25003  
 Designed By: G. JONES  
 Drawn By: J. SHANK  
 Checked By:

**E-100**  
OF 9

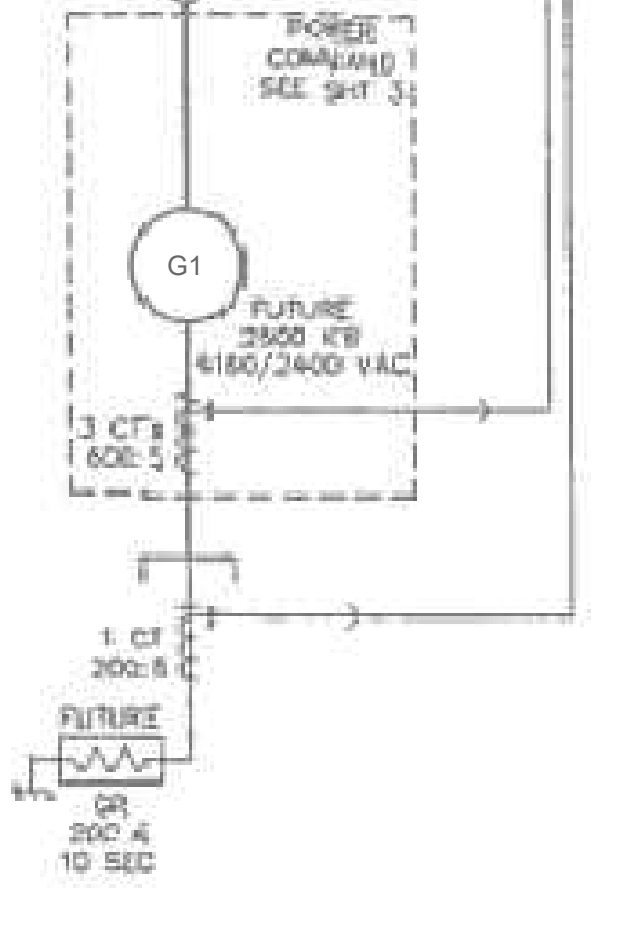
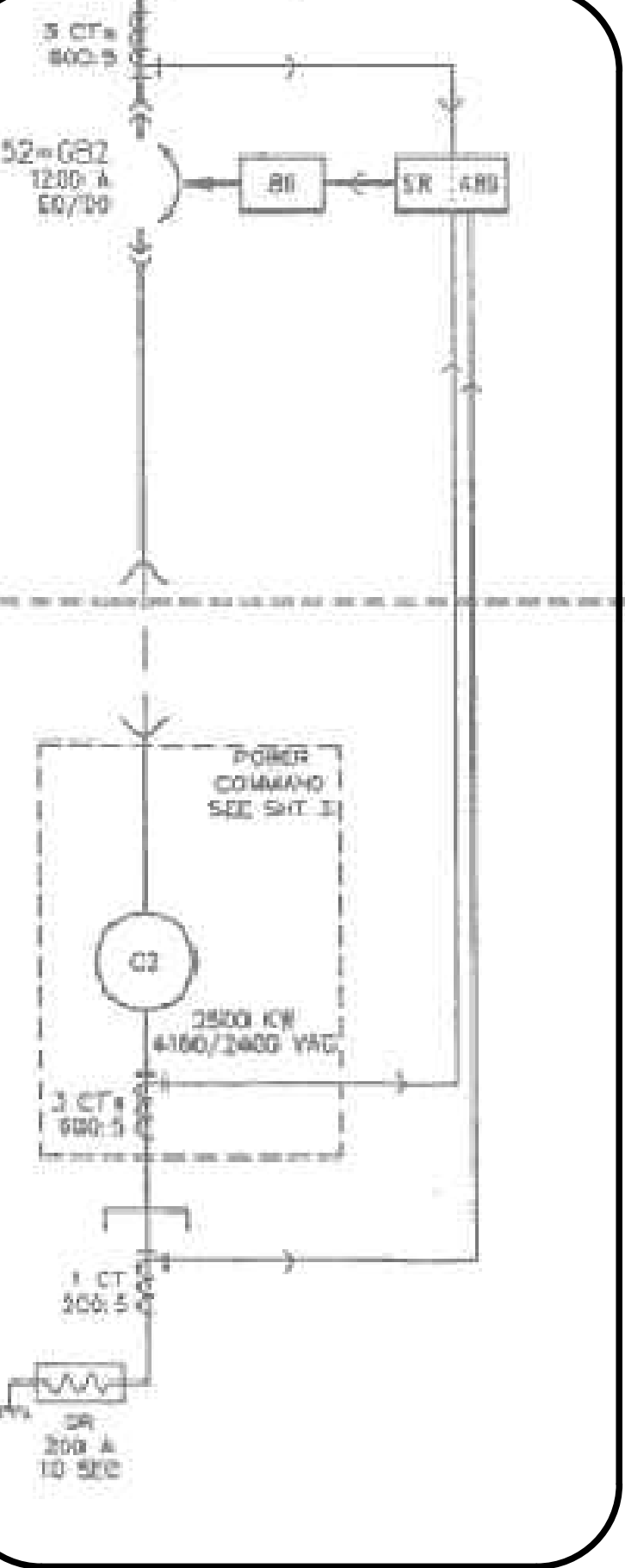
Copyright: Tetra Tech  
Bar Measures 1 inch

EXISTING DRAWING FROM PREVIOUS PROJECT.  
 PROPOSED WORK SHOWN BOLD.  
 CROSSHATCHED, AND/OR CIRCLED.

RELAYS FUNCTIONS  
 SR 489 49,50,51,51N,B7C,61-0  
 SR 735 50,51,51N  
 SR 750 25,27,32R,47,50,51,51N,59,57,810,81U



GEN-2 RELOCATED TO  
 'SIDE-A' FROM 'SIDE-B'



MARK INTERLOCK  
 INTERLOCK WIRING

LEGEND

AM	AMMETER
CPT	CONTROL POWER TRANSFORMER
DT	DASH-OFF MOUNTED
EO	ELECTRICALLY OPERATED
Hz	FREQUENCY METER
LS	ISOSYNCHRONOUS LOAD SHARING CONTROL
PM	POWER FACTOR METER
PLC	PROGRAMMABLE LOGIC CONTROLLER
PT	POTENTIAL TRANSFORMER
SR 489	GENERATOR MANAGEMENT RELAY
SR 735	FEEDER MANAGEMENT RELAY
SR 750	UTILITY MANAGEMENT RELAY
SEL SW	SELECTOR SWITCH
VV	VOLTMETER
WHW	WATT-HOUR METER
WW	WATTMETER
XOCR	TRANSFORMER
1S	SYNCHRONIZER
2S	5TRD CHECK RELAY
27	UNDERVOLTAGE RELAY
47	NEGATIVE SEQUENCE VOLTAGE RELAY
50-50Y	GENERATOR PARALLELING CIRCUIT BREAKER
52	OVERVOLTAGE RELAY
810/A	OVER/UNDER FREQUENCY RELAY
8E	LOOKOUT RELAY
---	CONTROL POWER WIRES
---	CONTROL SIGNAL OR DATA WIRES
---	ETHERNET WIRE
---	MODBUS WIRE
---	MODBUS+ WIRE
---	POWER CABLEING
---	POWER SYSTEM BUS
□	FUSE
---	PHYSICAL ENCLOSURE

10/22/2025 1:53:44 PM - C:\ADACDC\STETRA TECH INC\200-12757-25003 WY DKS WTP GENPROJECT FILES\CAD\SHEETFILESEE-101\_EX INTERCONNECTION DIAGRAM.DWG - SHANK, JASON

REV	DATE	BY	DESCRIPTION

PROJECT:  
 DONALD K. SHINE WTP  
 INTERCONNECTION DIAGRAM  
 DISTRIBUTOR:  
 CUMMINS STANDBY POWER

DO NOT SCALE PRINT

DATE: 8/25/07  
 DRAWN BY: K. MAAS  
 CHECKED BY: H. CHANDRASHEKAR  
 APPROVED BY: H. CHANDRASHEKAR  
 DATE: 8/28/07

CUMMINS POWER GENERATION  
 WYOMING DIVISION

WD-INTERCONNECTION  
 0630-2496

AUTOCAD DWG  
 POU3004R-360B  
 PGA

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CITY OF WYOMING, MICHIGAN  
 DONALD K. SHINE WATER TREATMENT PLANT  
 GENERATOR UPGRADES  
 ELECTRICAL  
 EXISTING INTERCONNECTION  
 DIAGRAM - PROPOSED WORK

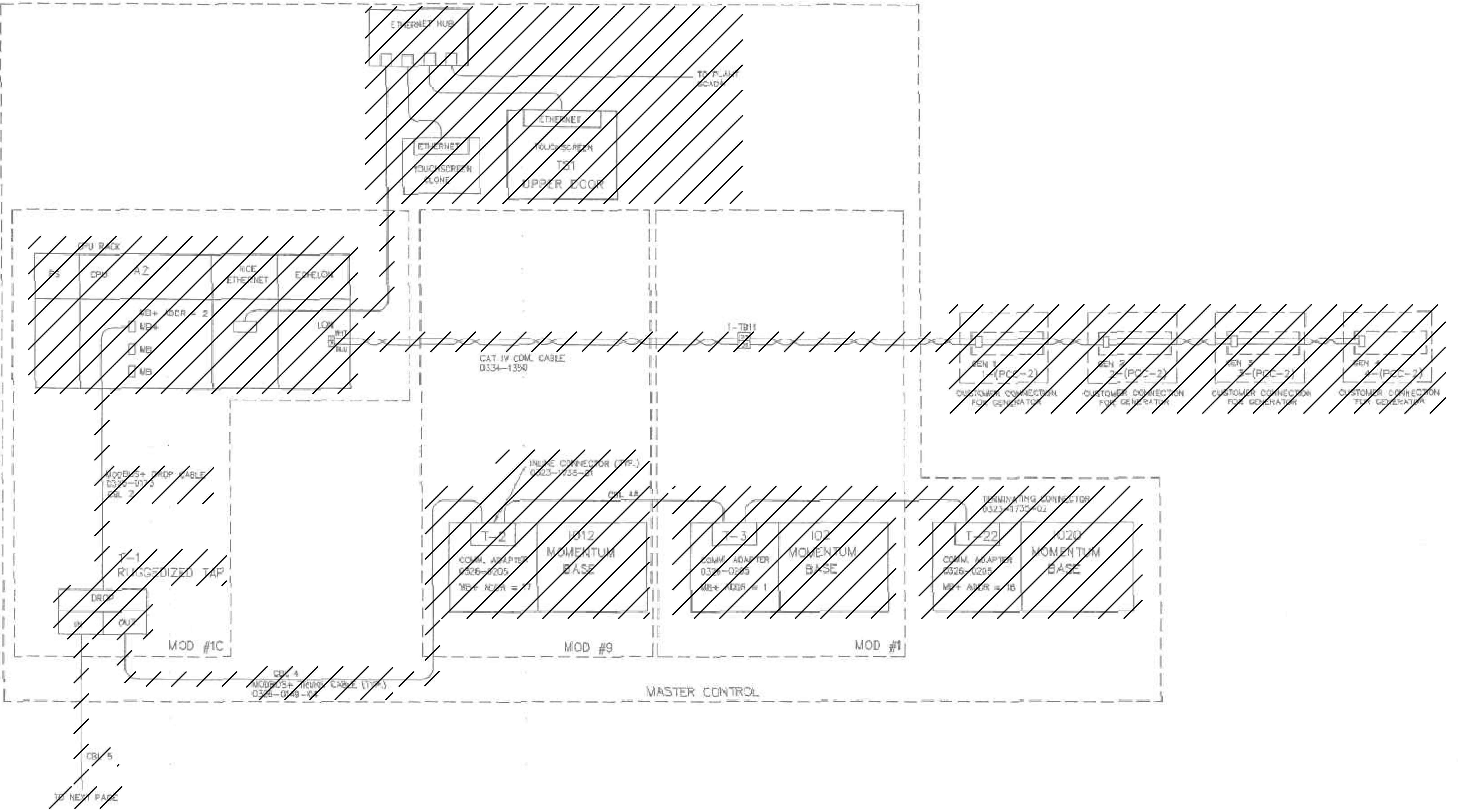
Project No: 200-12757-25003  
 Designed By: G. JONES  
 Drawn By: J. SHANK  
 Checked By: J. SHANK

**E-101**  
 OF 9  
 Bar Measures 1 inch

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PROPOSED WORK SHOWN BOLD,  
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 CITY OF WYOMING, MICHIGAN  
 DONALD K. SHINE WATER TREATMENT PLANT  
 GENERATOR UPGRADES  
 ELECTRICAL  
 EXISTING STAND BY POWER  
 DEMOLITION



PROJECT: DONALD K SHINE WTP NETWORK DIAGRAM 1 DISTRIBUTOR: CUMMINS STANDBY POWER				DO NOT SCALE PRINT AUTOCAD DWG		PART NO. DESCRIPTION OF MATERIAL DATE T. STAPLES 11/20/02 T. STAPLES 11/20/02 H. CHANDRASEKHAR 11/20/02		CUMMINS POWER GENERATION SCHEMATIC-SWITCHGEAR 0625-4487	
PRODUCTION RELEASE, AS-BUILT 02/15/03				APPROVED BY: H. CHANDRASEKHAR		SITE CODE: PGA		SHEET NO. 3 OF 3	

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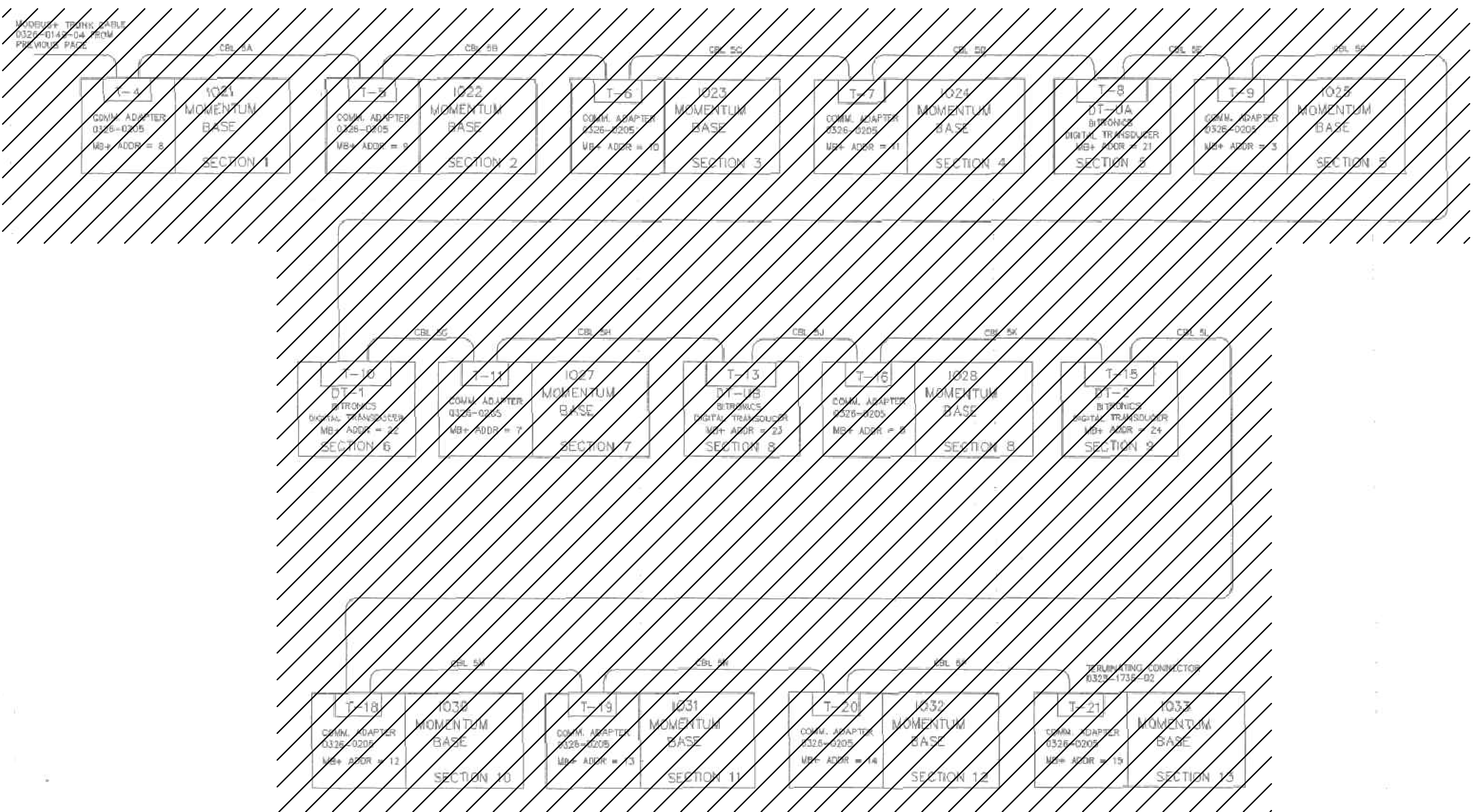
Project No: 200-12757-25003  
 Designed By: G. JONES  
 Drawn By: J. SHANK  
 Checked By:

**E-102**  
OF 9

Bar Measures 1 inch

EXISTING DRAWING FROM PREVIOUS PROJECT.  
PROPOSED WORK SHOWN BOLD,  
CROSSHATCHED, AND/OR CIRCLED.

POWER SECTIONS



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CITY OF WYOMING, MICHIGAN  
DONALD K. SHINE WATER TREATMENT PLANT  
GENERATOR UPGRADES  
ELECTRICAL  
EXISTING STAND BY POWER  
DEMOLITION

REV	DATE	BY	DESCRIPTION

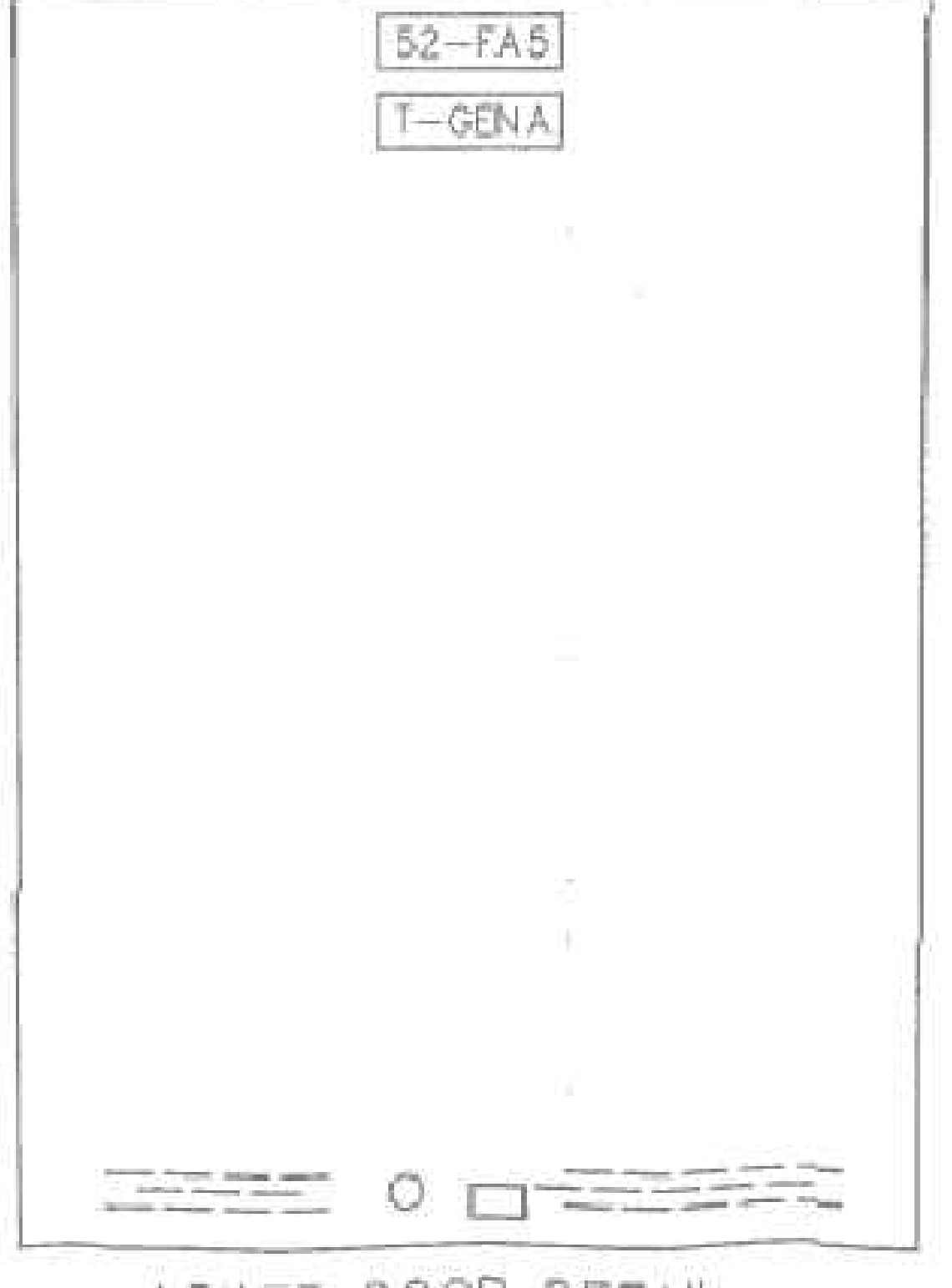
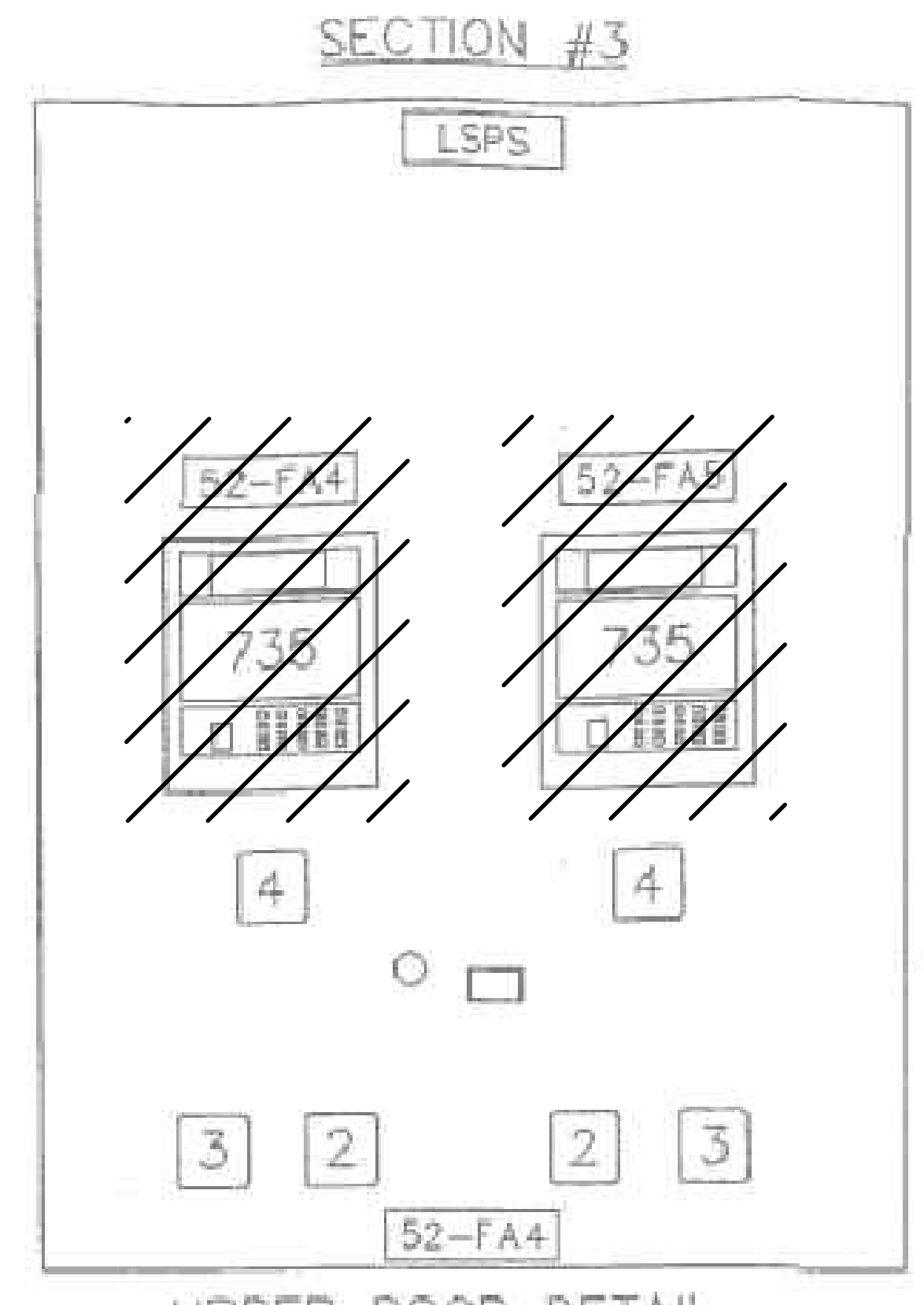
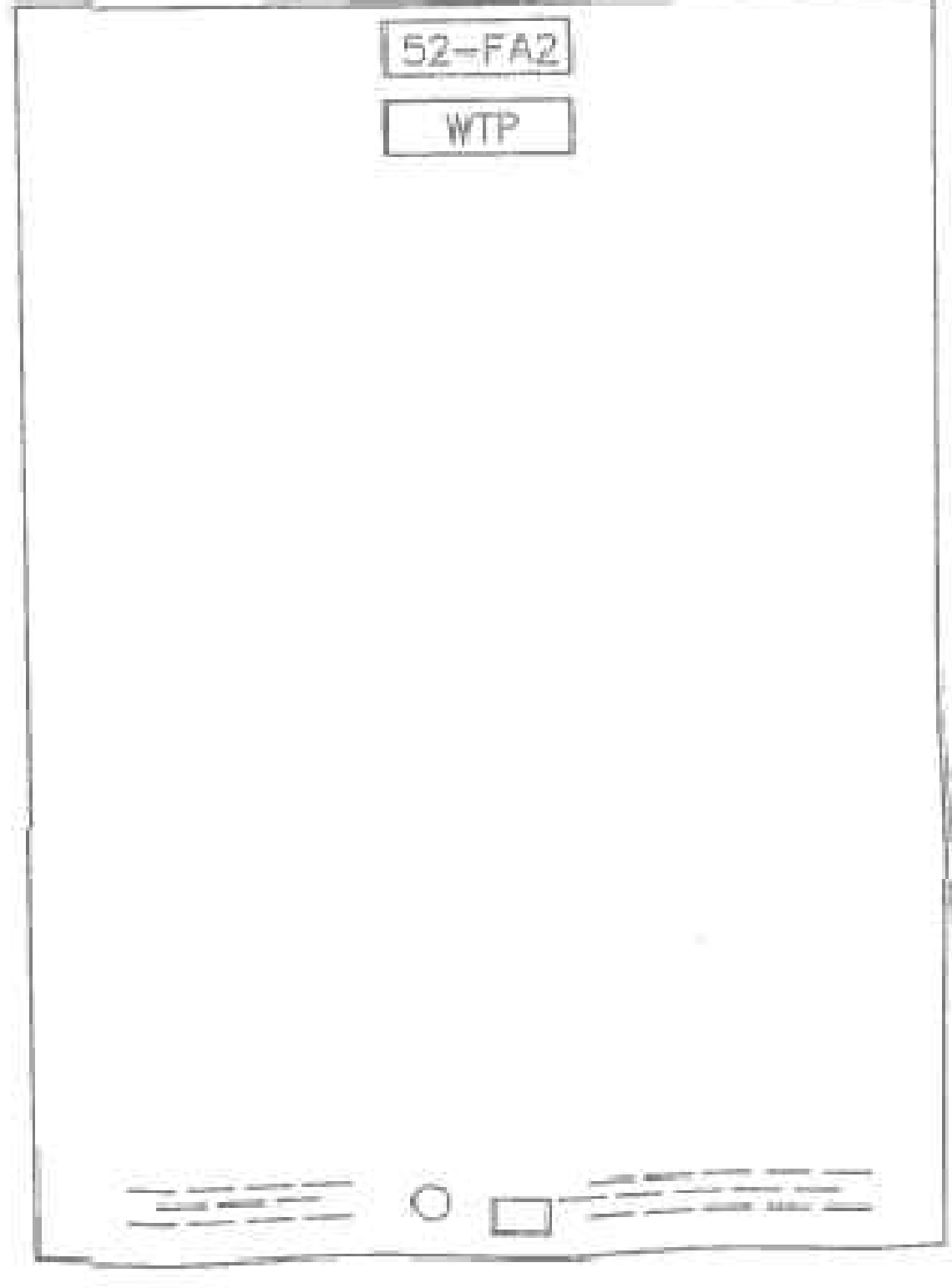
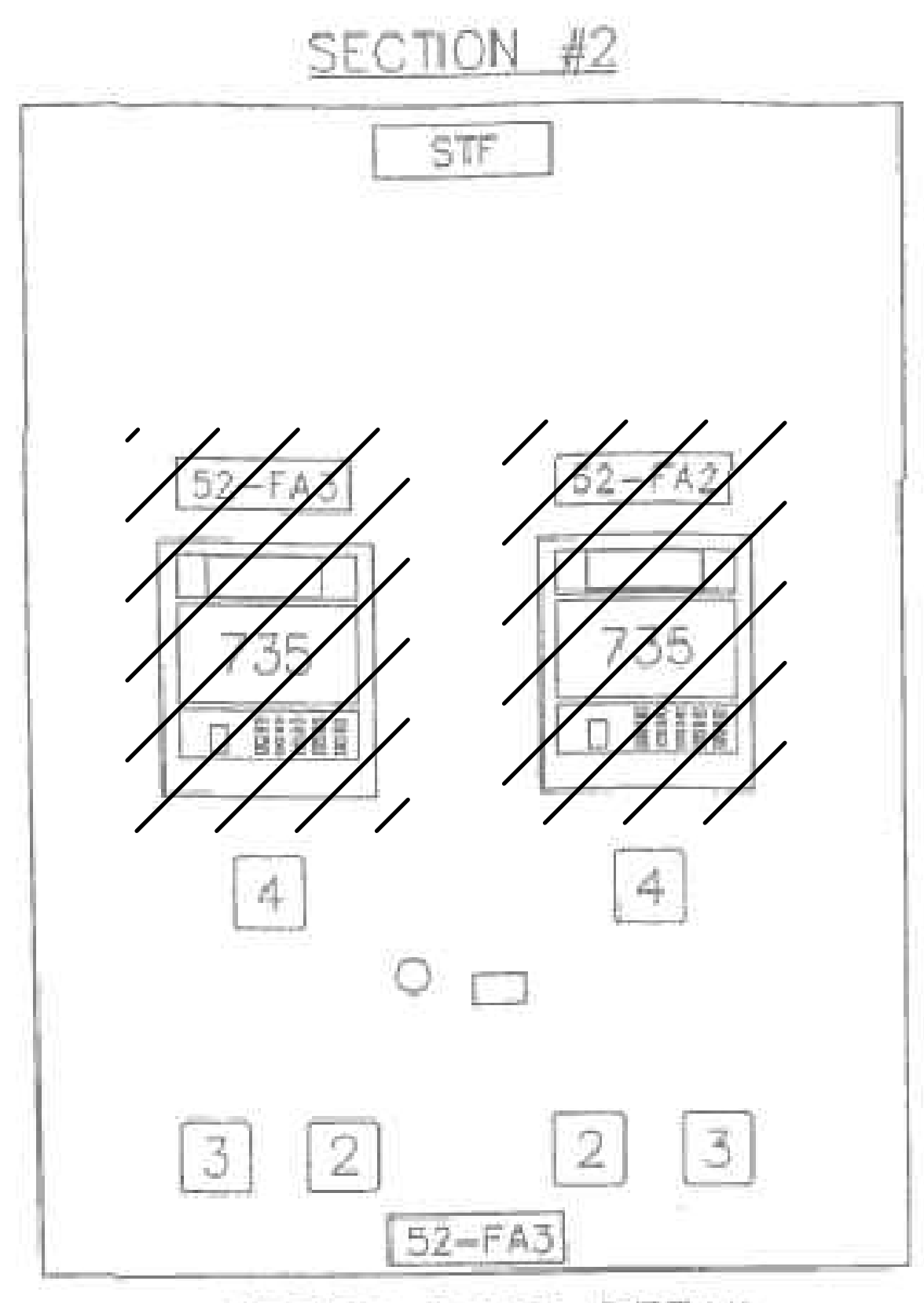
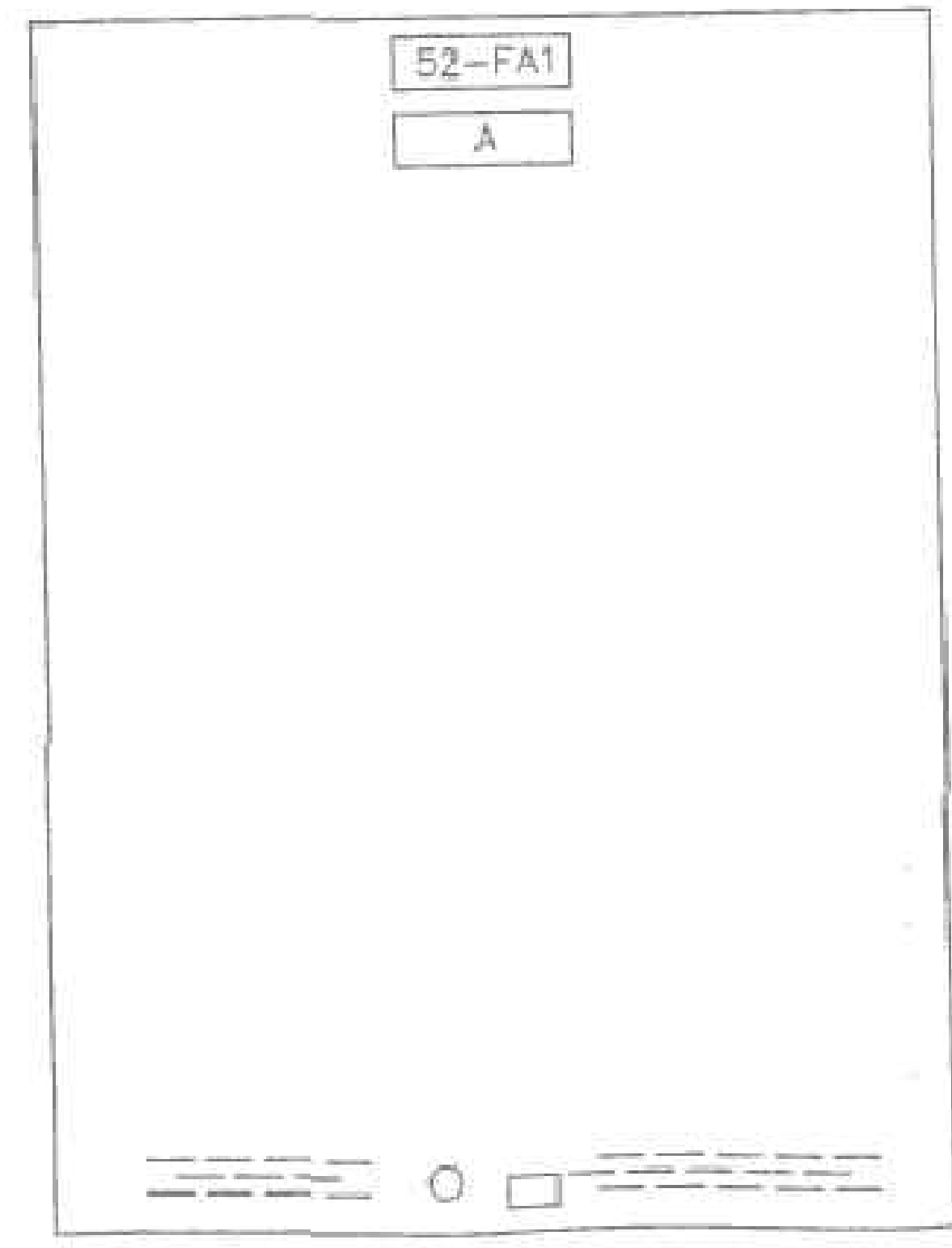
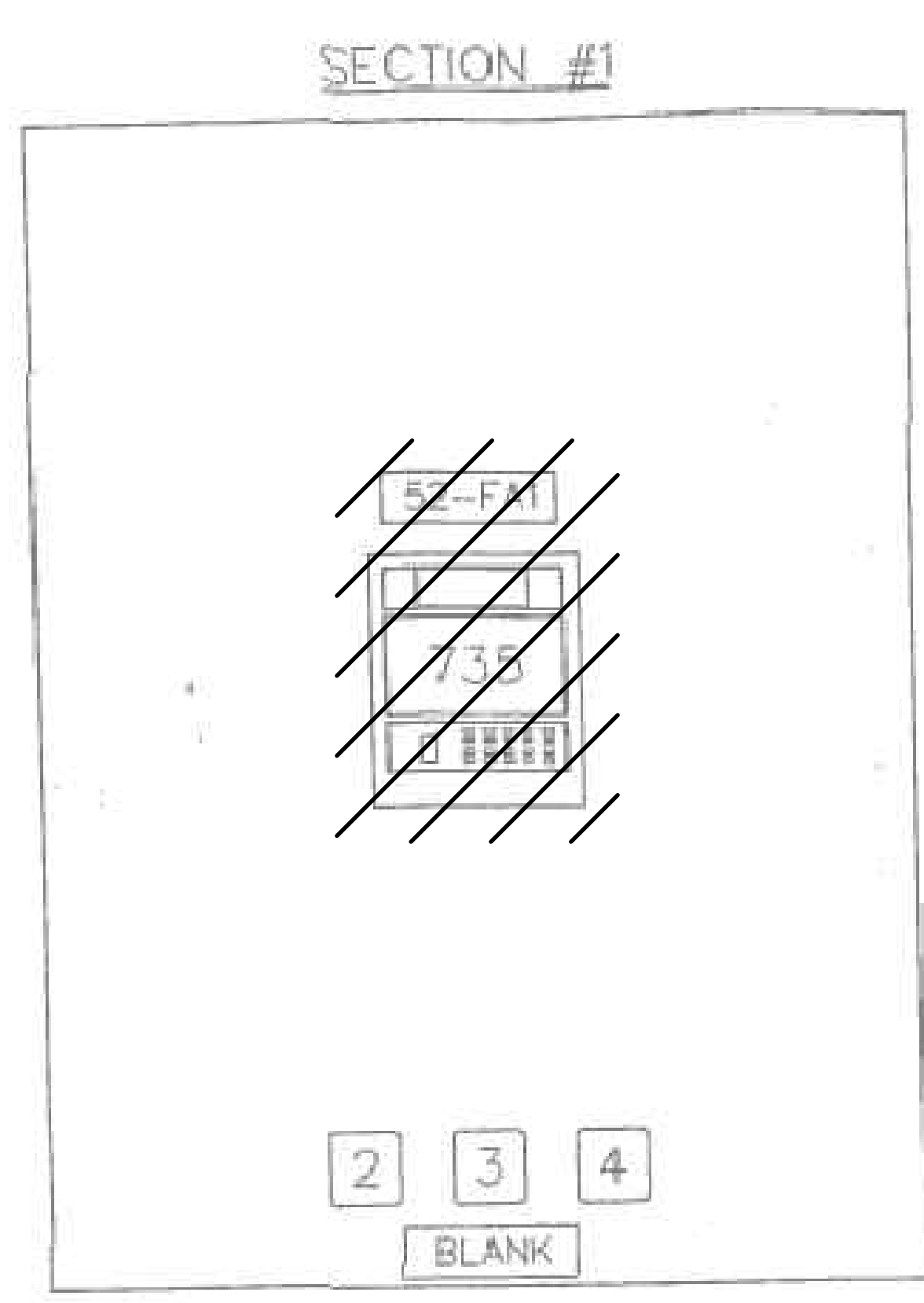
PROJECT:  
DONALD K SHINE WTP  
NETWORK DIAGRAM 2  
DISTRIBUTOR:  
CUMMINS STANDBY POWER

DO NOT SCALE PRINT	DATE: 11/20/02	SCALE: 1"=100'	PROJECT: CUMMINS POWER GENERATION
APPROVED: H. CHANDRASEKHAR	DATE: 11/20/02	SCALE: 1"=100'	PROJECT: CUMMINS POWER GENERATION
DATE: 11/20/02	SCALE: 1"=100'	PROJECT: CUMMINS POWER GENERATION	PROJECT: CUMMINS POWER GENERATION
DATE: 11/20/02	SCALE: 1"=100'	PROJECT: CUMMINS POWER GENERATION	PROJECT: CUMMINS POWER GENERATION

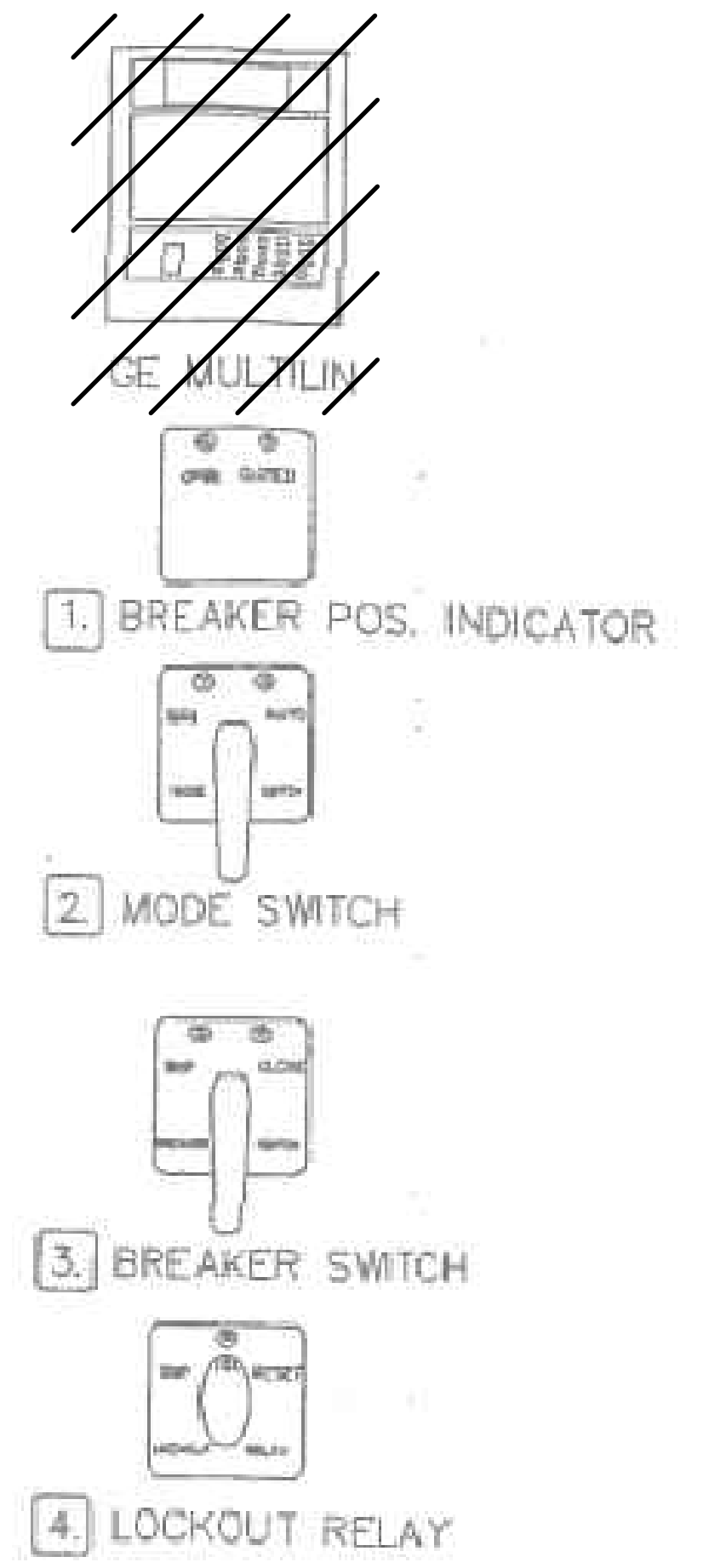
Project No: 200-12757-25003  
Designed By: G. JONES  
Drawn By: J. SHANK  
Checked By: J. SHANK

**E-103**  
OF 9  
Bar Measures 1 inch

EXISTING DRAWING FROM PREVIOUS PROJECT.  
PROPOSED WORK SHOWN BOLD,  
CROSSHATCHED, AND/OR CIRCLED.



COMPONENT DETAIL



NAME PLATE ENGRAVINGS

- A-Space for future feeder circuit breaker
- STF-SOUTH TREATMENT FACILITY
- FEEDER CIRCUIT BREAKER
- WTP-(WATER) TREATMENT PLANT
- FEEDER CIRCUIT BREAKER (A-SIDE)
- LSPS-LOW SERVICE PUMPING STATION FEEDER CIRCUIT BREAKER (A-SIDE)
- T-GENA-GENERATOR BUILDING TRANSFORMER T-GENA FEEDER

REV	DATE	BY	DESCRIPTION
1	08/23/02	P.SATHER	ISSUE FOR PERMIT
2	08/23/02	J. SHANK	REVISED FOR CONSTRUCTION
3	08/23/02	J. SHANK	REVISED FOR CONSTRUCTION
4	08/23/02	J. SHANK	REVISED FOR CONSTRUCTION
5	08/23/02	J. SHANK	REVISED FOR CONSTRUCTION
6	08/23/02	J. SHANK	REVISED FOR CONSTRUCTION
7	08/23/02	J. SHANK	REVISED FOR CONSTRUCTION
8	08/23/02	J. SHANK	REVISED FOR CONSTRUCTION
9	08/23/02	J. SHANK	REVISED FOR CONSTRUCTION
10	08/23/02	J. SHANK	REVISED FOR CONSTRUCTION

PROJECT:  
DONALD K SHINE WTP  
OUTLINE DIAGRAM  
DISTRIBUTOR:  
CUMMINS STANDEY POWER

DO NOT SCALE PRINT

AUTOCAD DWG

CUMMINS POWER GENERATION

SWITCHGEAR OUTLINE

0500-3685

6-13-02

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PRELIMINARY NOT FOR CONSTRUCTION

MARK	DATE	DESCRIPTION

CITY OF WYOMING, MICHIGAN

DONALD K. SHINE WATER TREATMENT PLANT  
GENERATOR UPGRADES  
ELECTRICAL  
EXISTING STAND BY POWER  
DEMOLITION

Project No: 200-12757-25003  
Designed By: G. JONES  
Drawn By: J. SHANK  
Checked By: J. SHANK

**E-104**

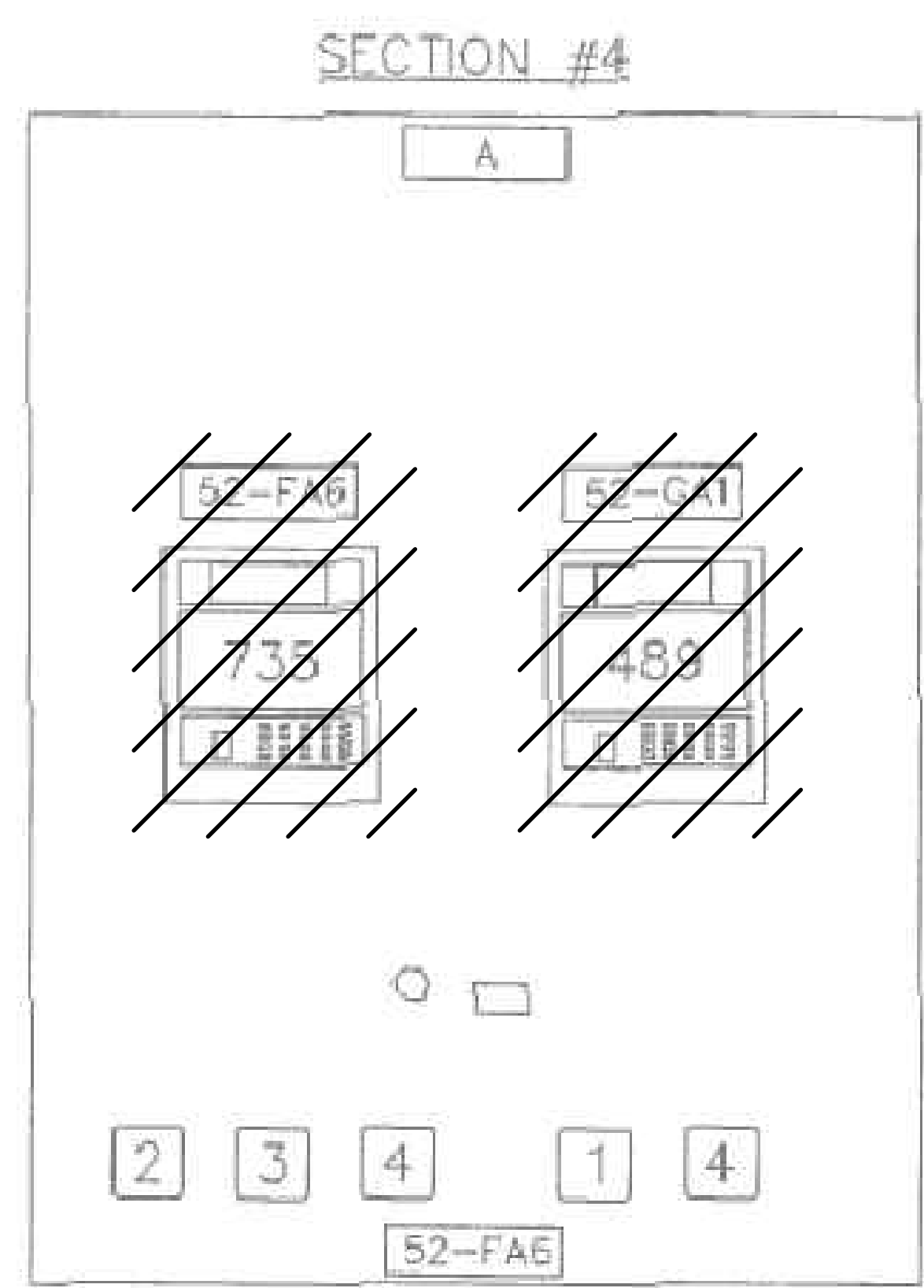
OF 9

Copyright: Tetra Tech

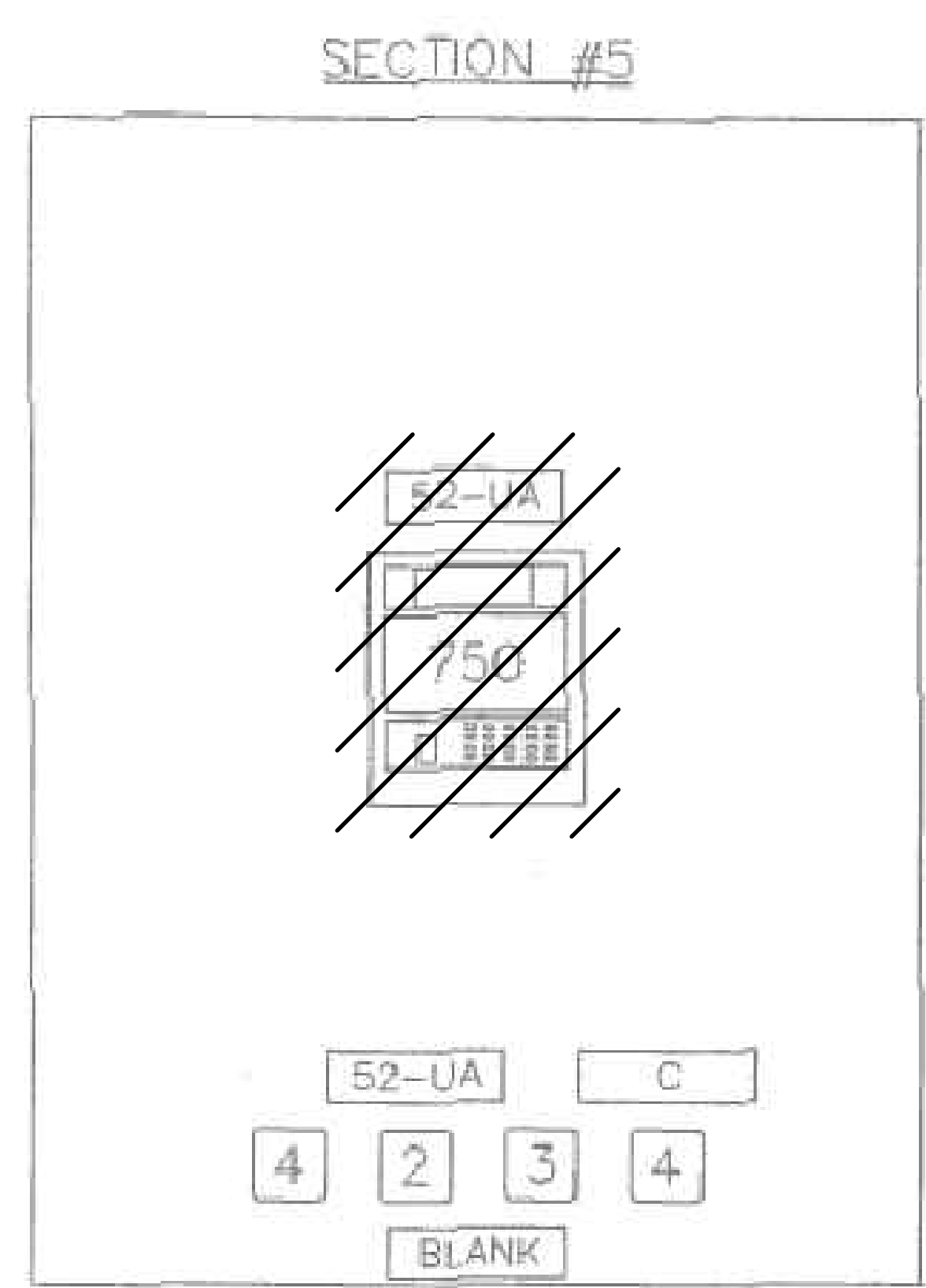
Bar Measures 1 inch

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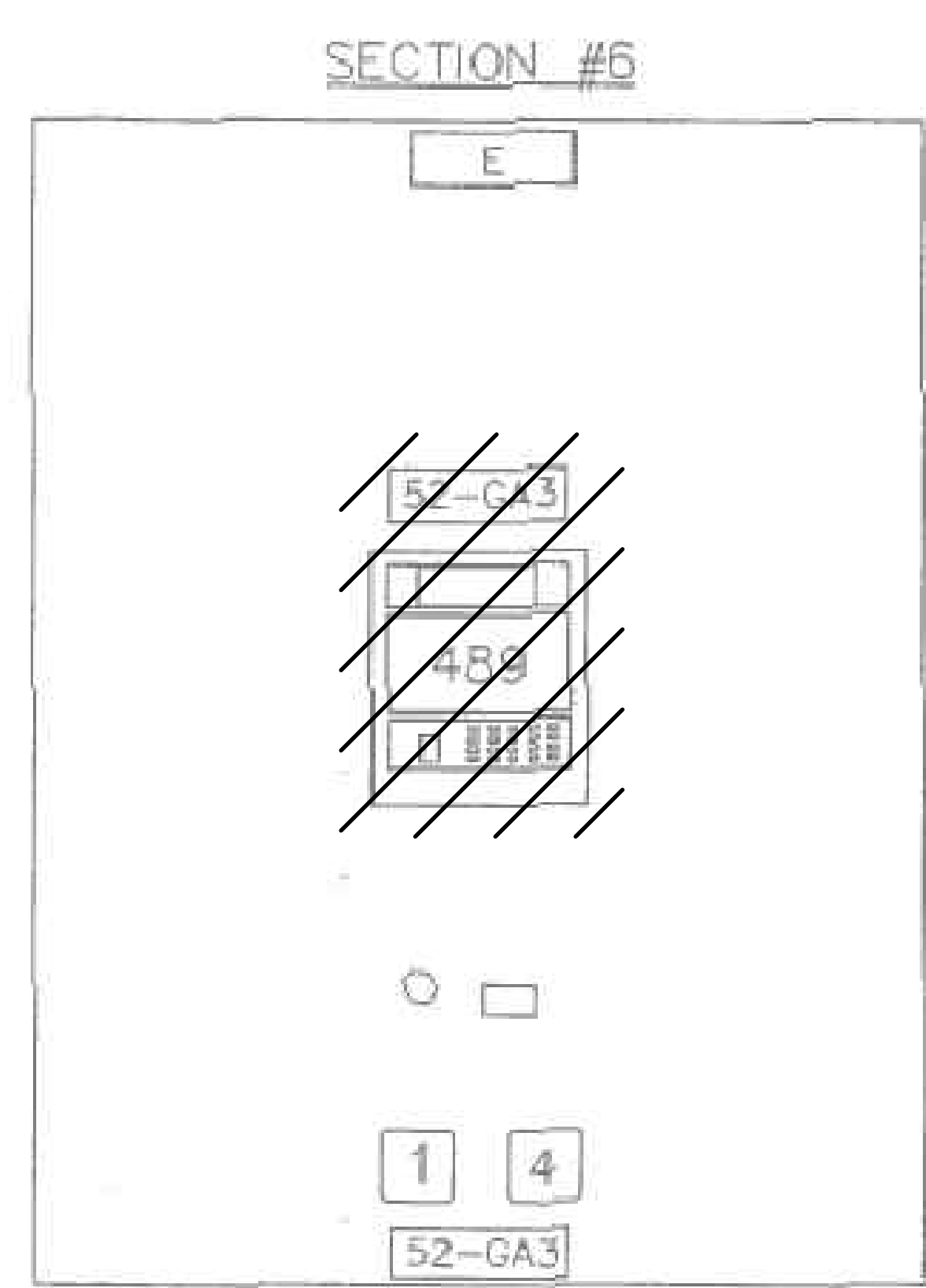
EXISTING DRAWING FROM PREVIOUS PROJECT.  
PROPOSED WORK SHOWN BOLD,  
CROSSHATCHED, AND/OR CIRCLED.



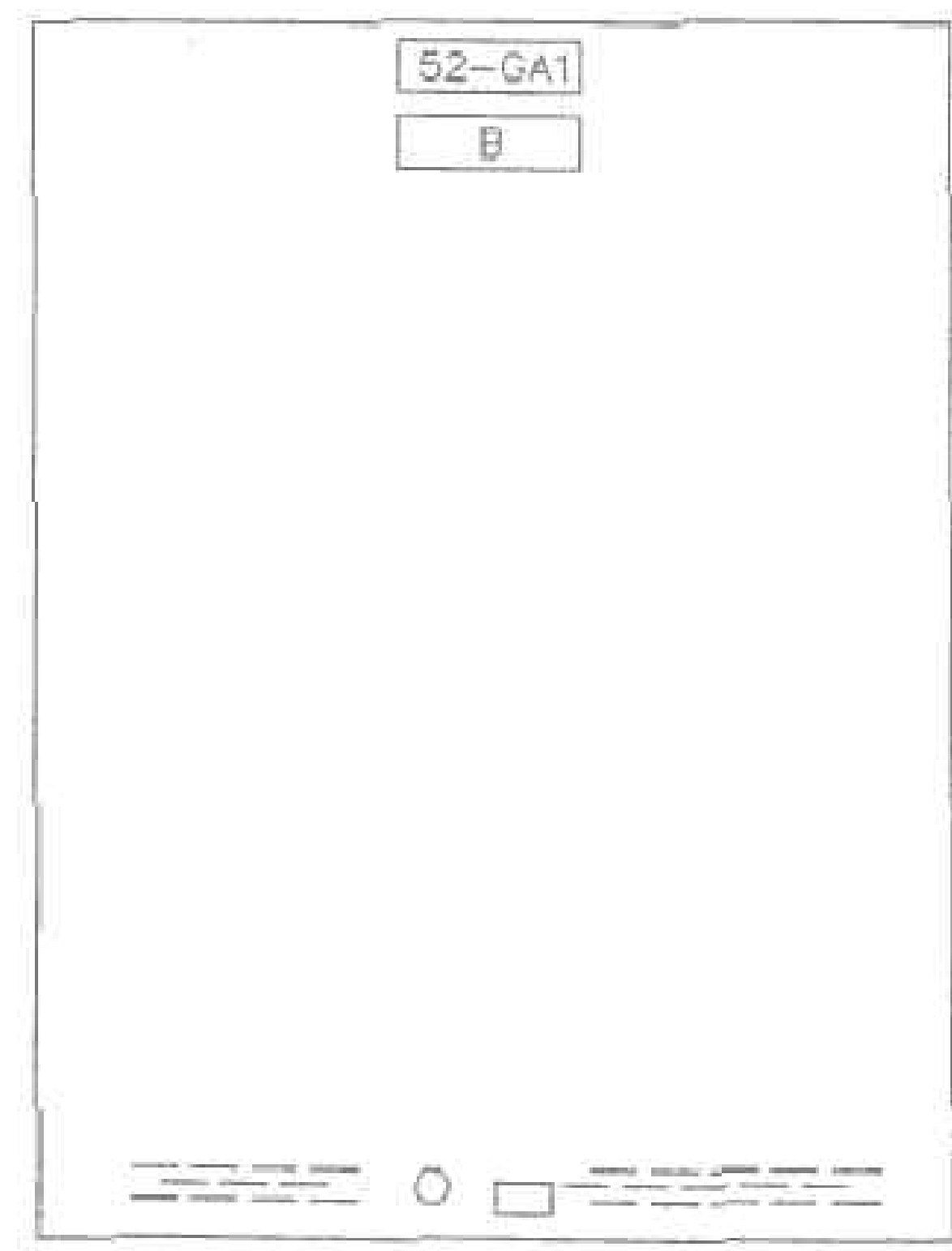
UPPER DOOR DETAIL



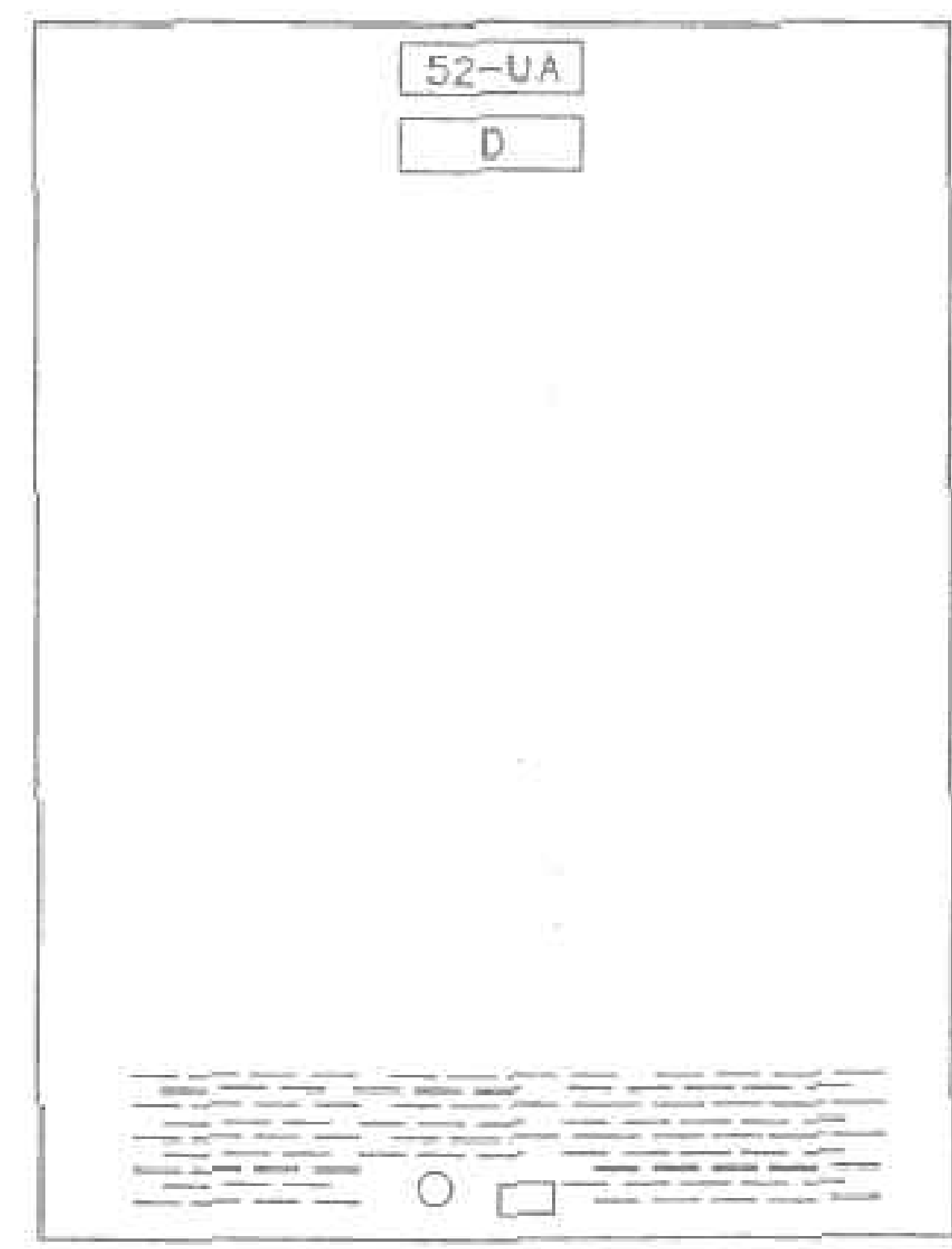
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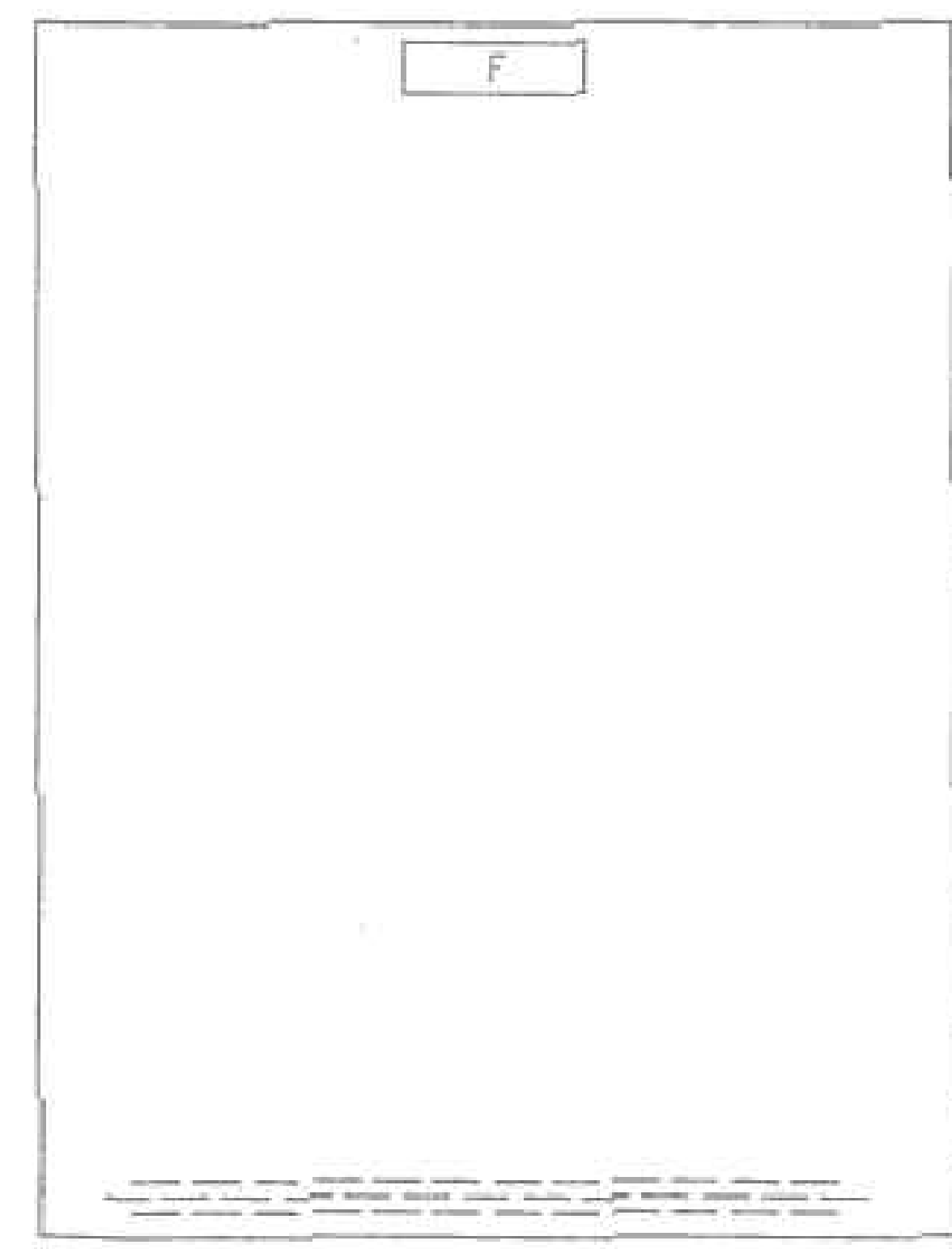
UPPER DOOR DETAIL



LOWER DOOR DETAIL

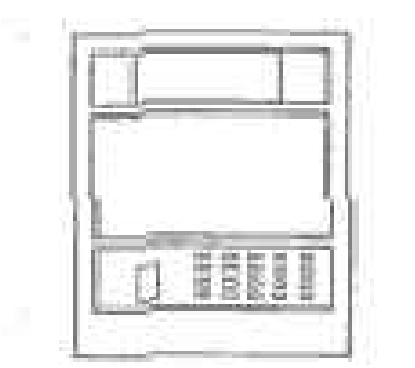


LOWER DOOR DETAIL

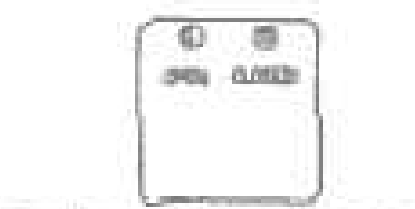


LOWER DOOR DETAIL

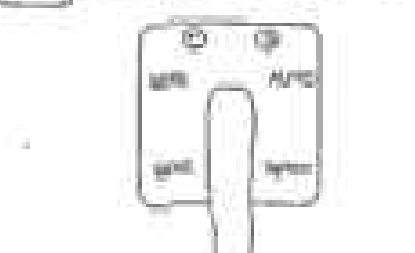
COMPONENT DETAIL



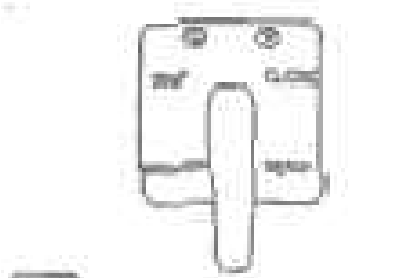
GE MULTILIN



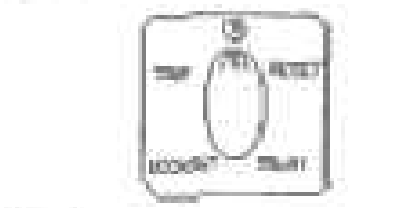
1. BREAKER POS. INDICATOR



2. MODE SWITCH



3. BREAKER SWITCH



4. LOCKOUT RELAY

NAME PLATE ENGRAVINGS

- A-SPACE FOR FUTURE FEEDER CIRCUIT BREAKER
- B-GENERATOR NO. 1
- C-TRANSFER TRIP
- D-OTTAWA BEACH UTILITY SERVICE MAIN CIRCUIT BREAKER (A-SIDE)
- E-GENERATOR NO. 3
- F-VOLTAGE TRANSFORMER COMPARTMENT (UTILITY A AND BUS A)

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PRELIMINARY NOT FOR CONSTRUCTION  
 CITY OF WYOMING, MICHIGAN  
 DONALD K. SHINE WATER TREATMENT PLANT  
 GENERATOR UPGRADES  
 ELECTRICAL  
 EXISTING STAND BY POWER  
 DEMOLITION

MARK	DATE	DESCRIPTION

NO.	REV.	DATE	DESCRIPTION

PROJECT: DONALD K SHINE WTP OUTLINE DIAGRAM  
DISTRIBUTION: CUMMINS STANDBY POWER

PROJ: 15831 A 1 PRODUCTION RELEASE AS-BUILT - PRS TR OCA 2/5/03

DO NOT SCALE PRINT

AUTOCAD DWG

NAME	DATE	DESCRIPTION
F. SATHER	08/23/02	
T. RAKE	08/23/02	
D.C. ANDERSON	08/23/02	

CUMMINS POWER GENERATION

SWITCHGEAR OUTLINE

0500-3685 6-13-02

Project No: 200-12757-25003  
Designed By: G. JONES  
Drawn By: J. SHANK  
Checked By:  

**E-105**  
OF 9

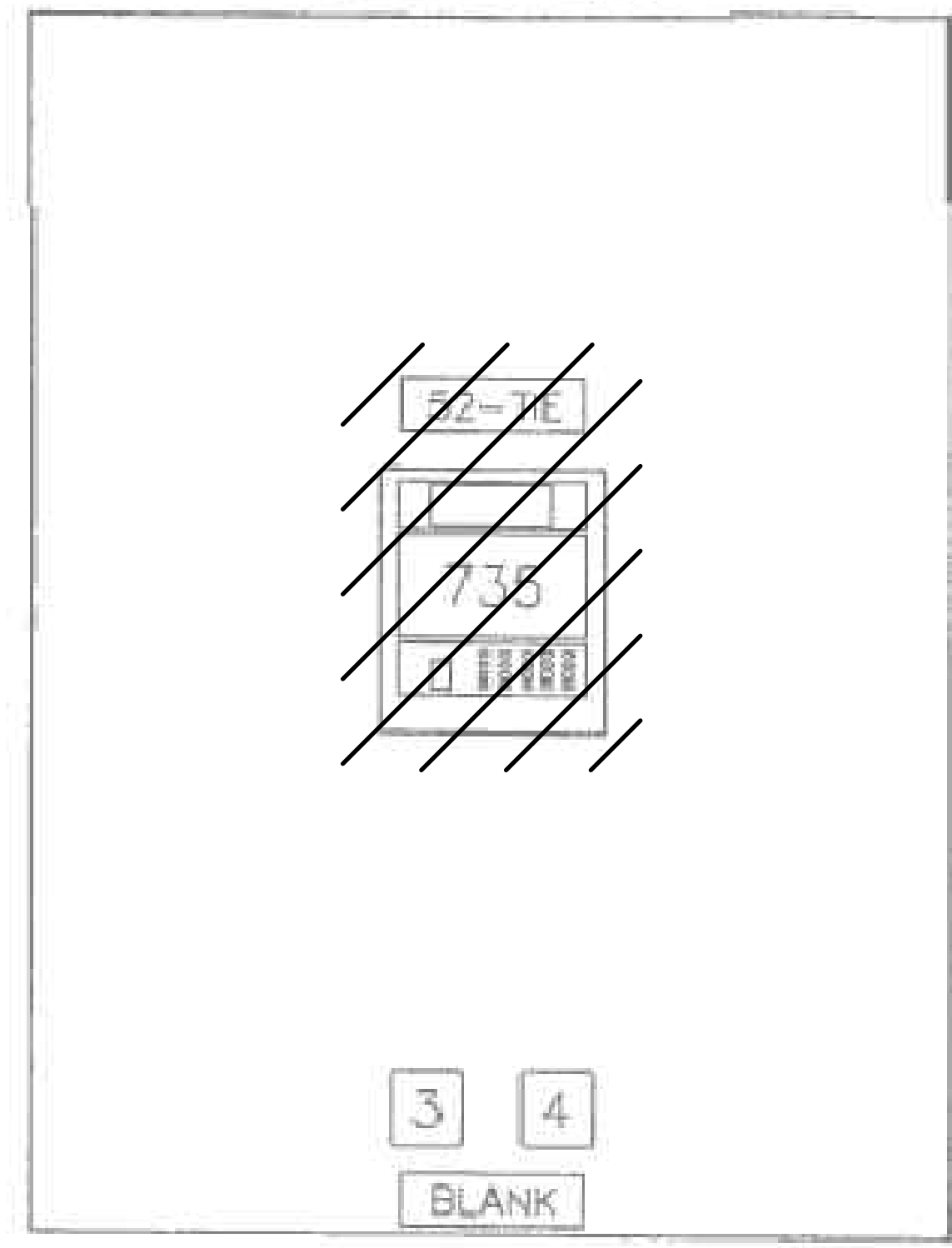
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Copyright: Tetra Tech

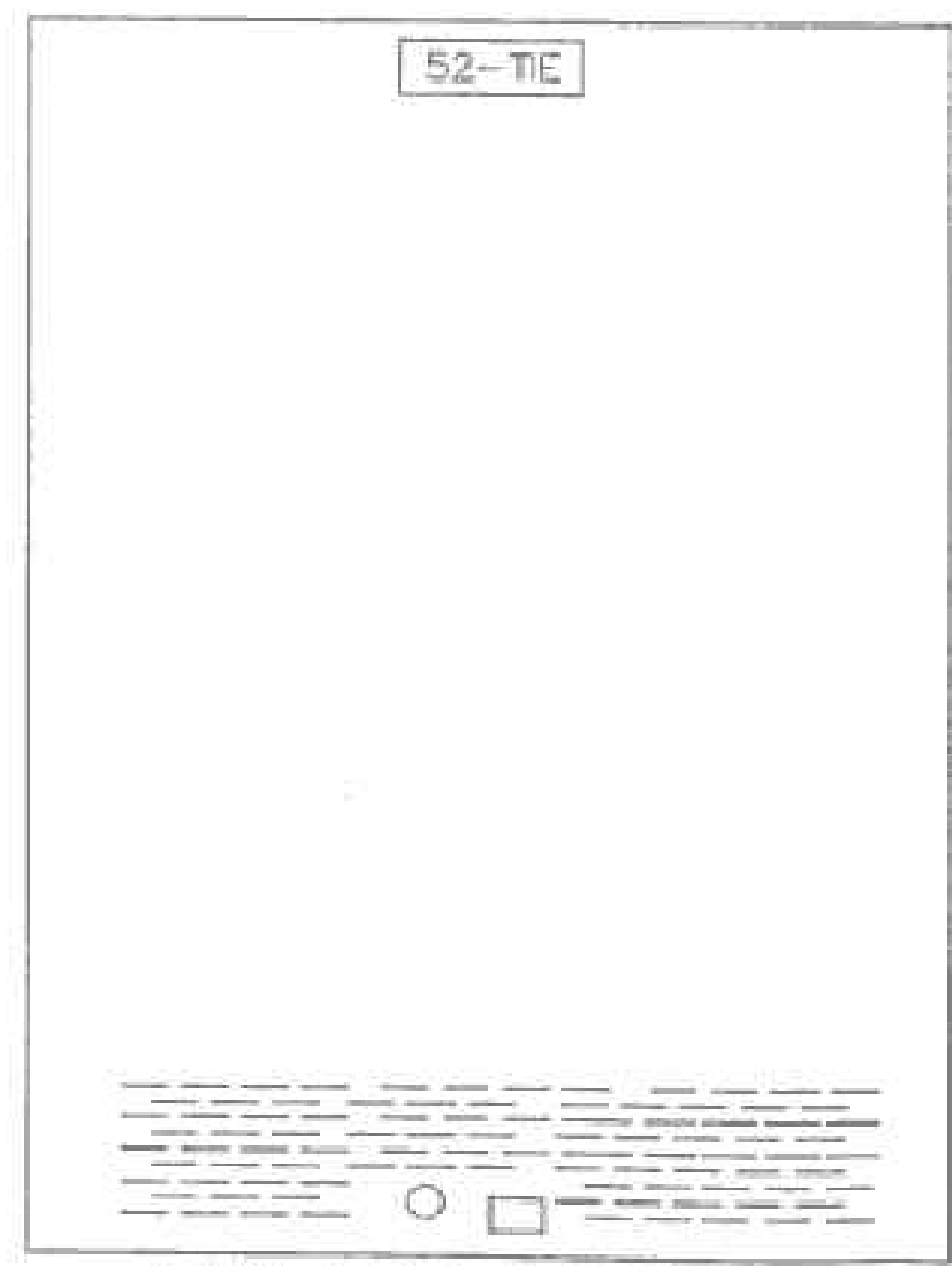
Bar Measures 1 inch

EXISTING DRAWING FROM PREVIOUS PROJECT.  
PROPOSED WORK SHOWN BOLD,  
CROSSHATCHED, AND/OR CIRCLED.

SECTION #7

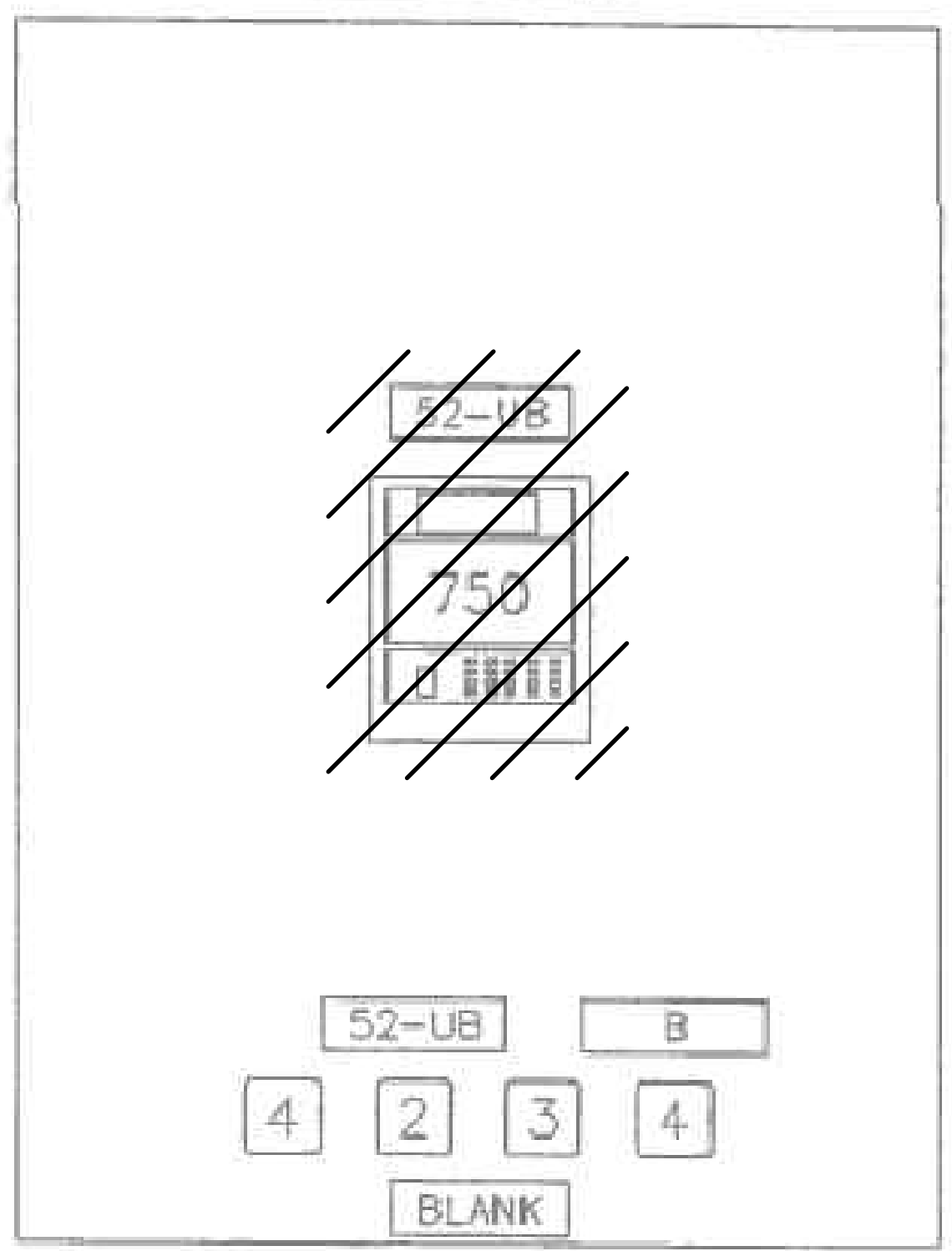


UPPER DOOR DETAIL

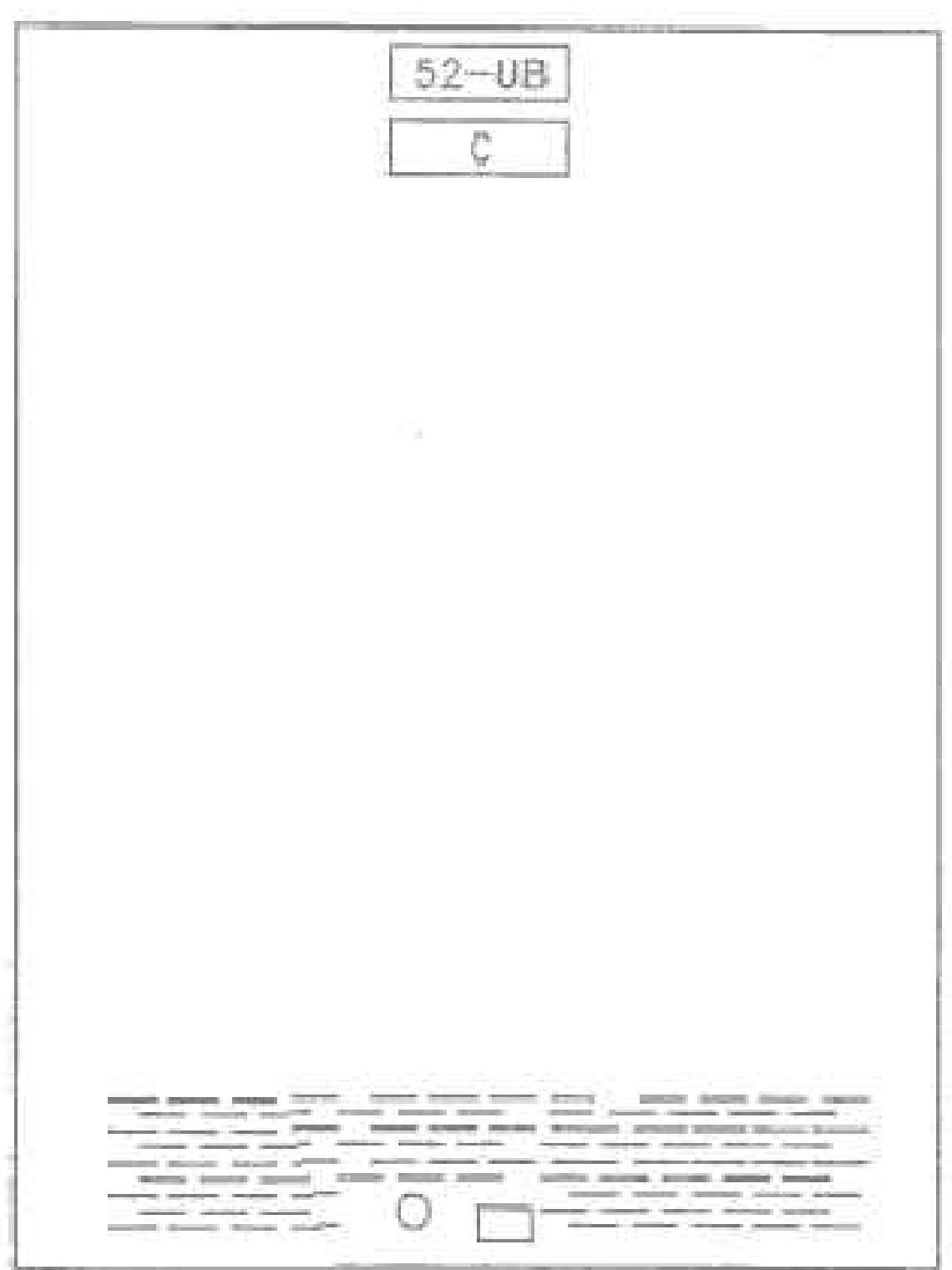


LOWER DOOR DETAIL

SECTION #8

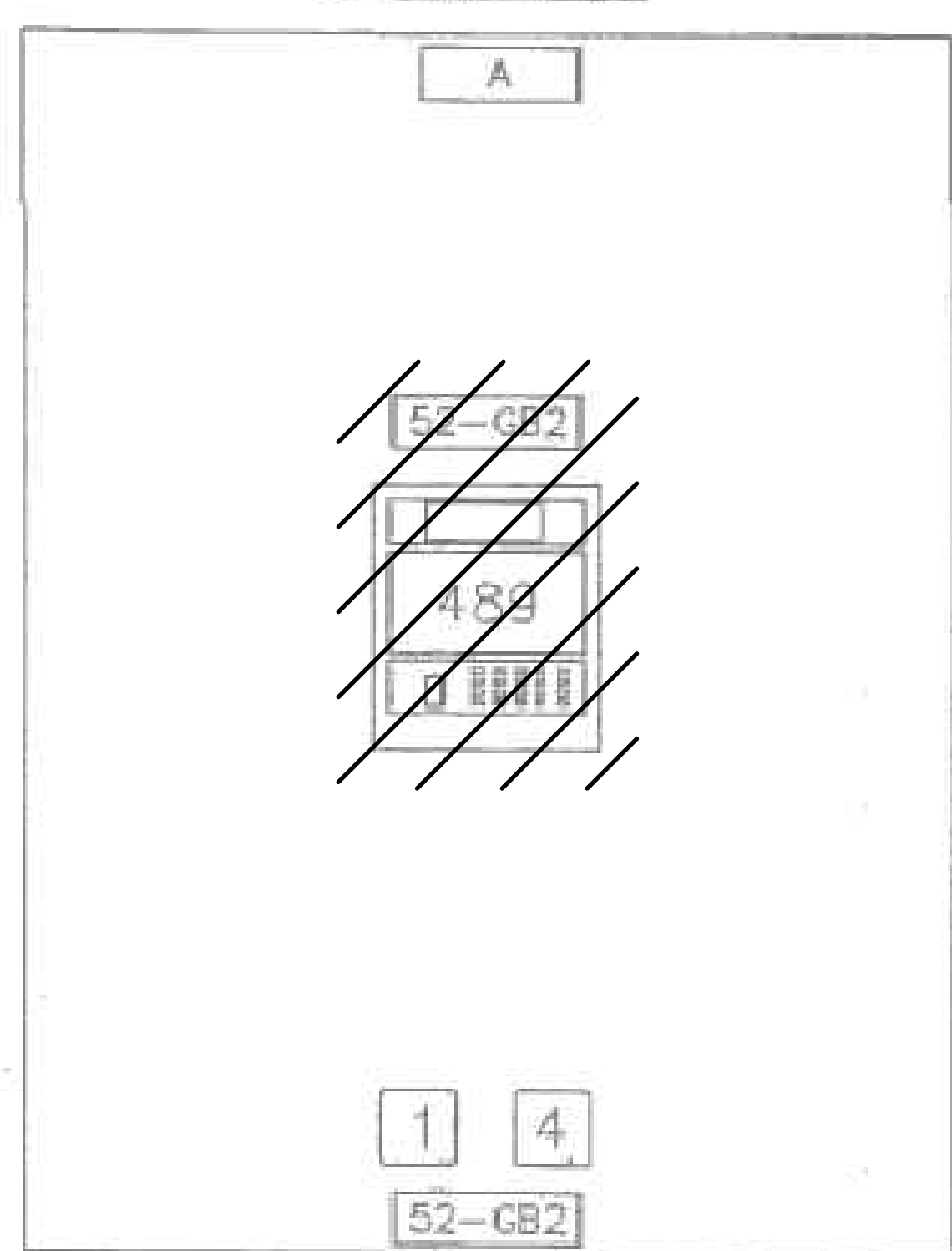


UPPER DOOR DETAIL

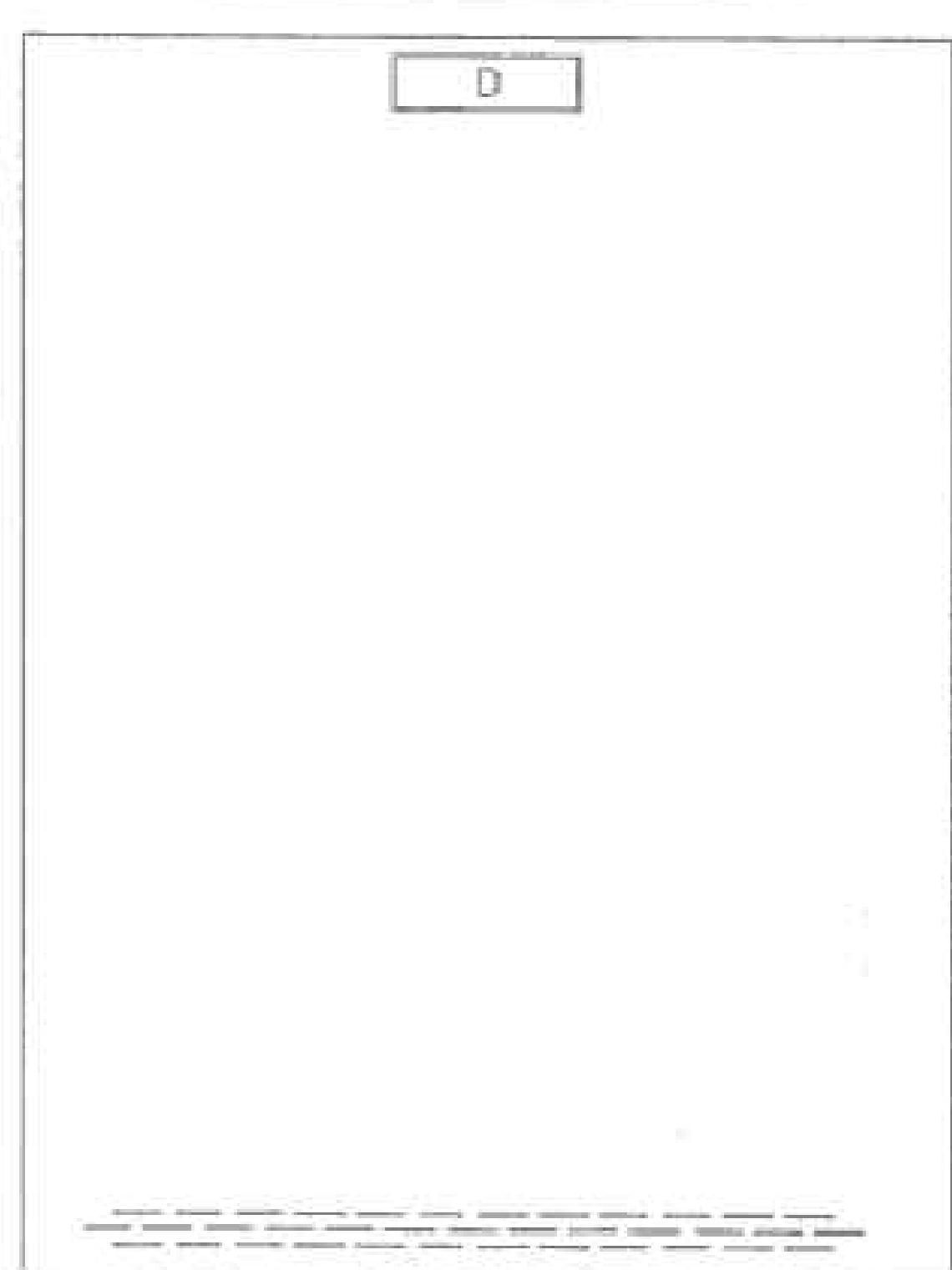


LOWER DOOR DETAIL

SECTION #9

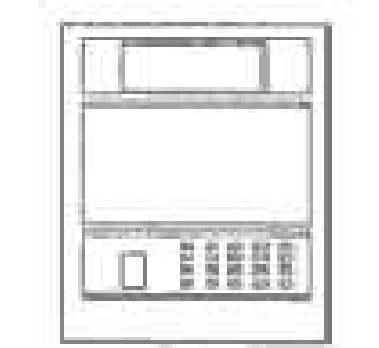


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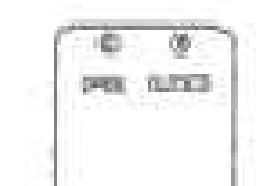


LOWER DOOR DETAIL

COMPONENT DETAIL



GE MULTILIN



1. BREAKER POS. INDICATOR



2. MODE SWITCH



3. BREAKER SWITCH



4. LOCKOUT RELAY

NAME PLATE ENGRAVINGS

- A-GENERATOR NO. 2
- B-TRANSFER TRIP
- C-PIGEON LAKE UTILITY SERVICE MAIN CIRCUIT BREAKER (B-SIDE)
- D-VOLTAGE TRANSFORMER COMPARTMENT (UTILITY B AND BUS B)

REV	DATE	BY	CHKD	DESCRIPTION

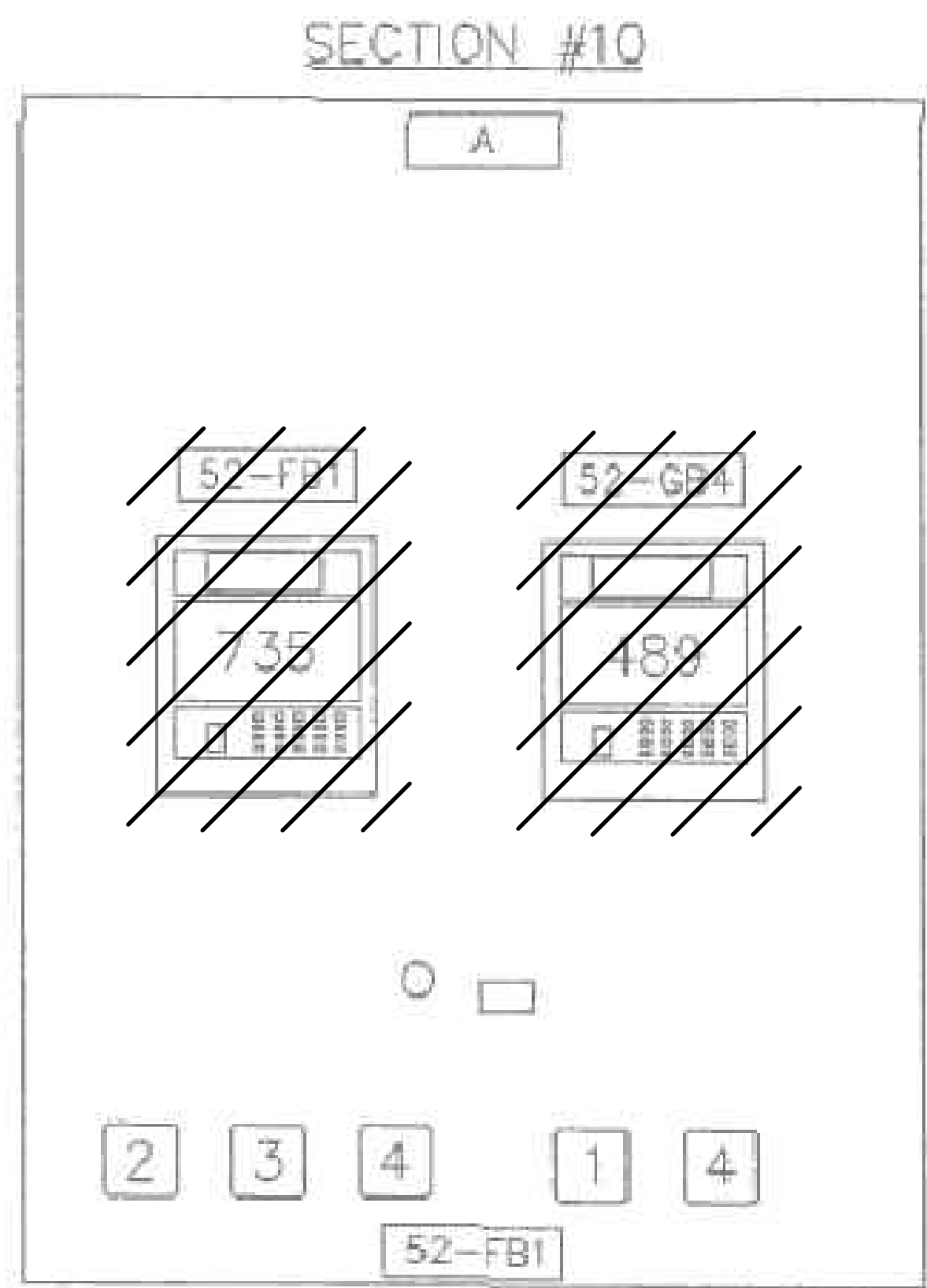
PROJECT:  
DONALD K SHINE WTP  
OUTLINE DIAGRAM  
DISTRIBUTOR:  
CUMMINS STANDBY POWER

PROJ NO: 20012757-25003  
REV: A  
DATE: 2/3/05  
APP: JGA  
CHK: JGA

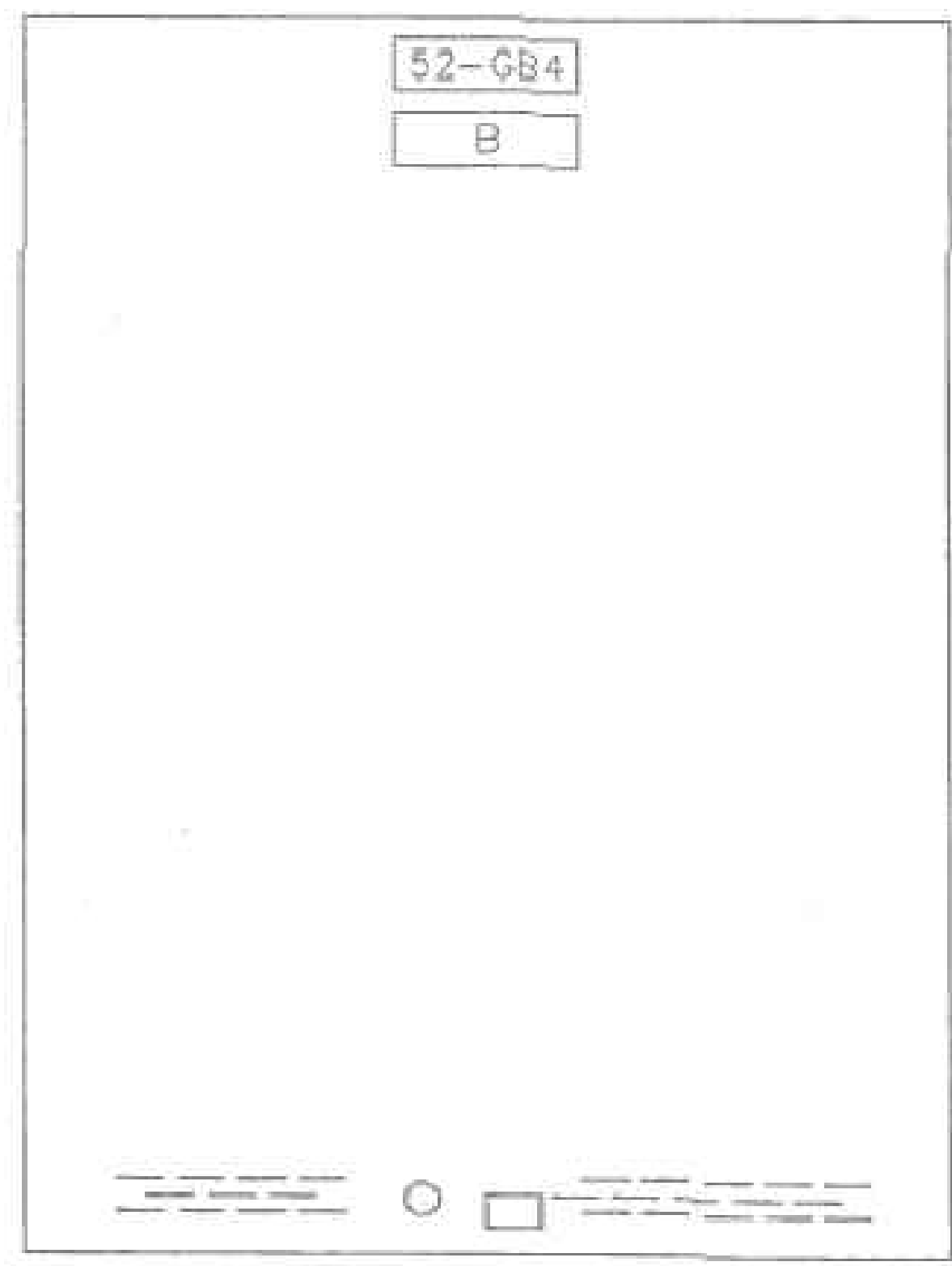
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DATE	BY	DATE	BY	DATE	BY
08/23/02	P. SATHER	08/23/02	P. SATHER	08/23/02	P. SATHER
08/23/02	B. TRAKE	08/23/02	B. TRAKE	08/23/02	B. TRAKE
08/23/02	O.C. ANDERSON	08/23/02	O.C. ANDERSON	08/23/02	O.C. ANDERSON
AUTOCAD DWG		POLJ3004R-360B		PGA	
CUMMINS POWER GENERATION			SWITCHGEAR OUTLINE		
0500-3685			7-13		

Project No: 20012757-25003  
Designed By: G. JONES  
Drawn By: J. SHANK  
Checked By:

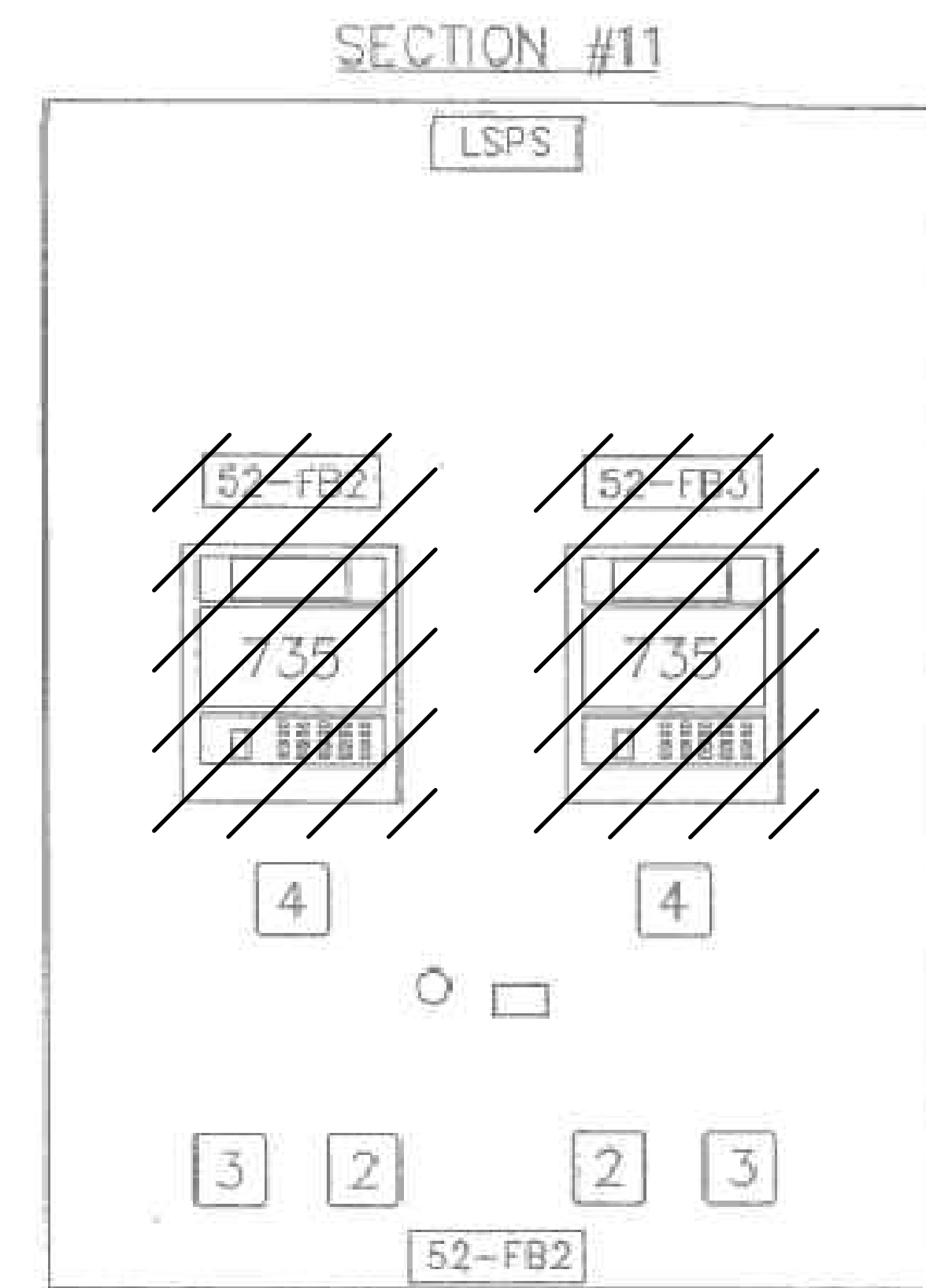
EXISTING DRAWING FROM PREVIOUS PROJECT.  
PROPOSED WORK SHOWN BOLD,  
CROSSHATCHED, AND/OR CIRCLED.



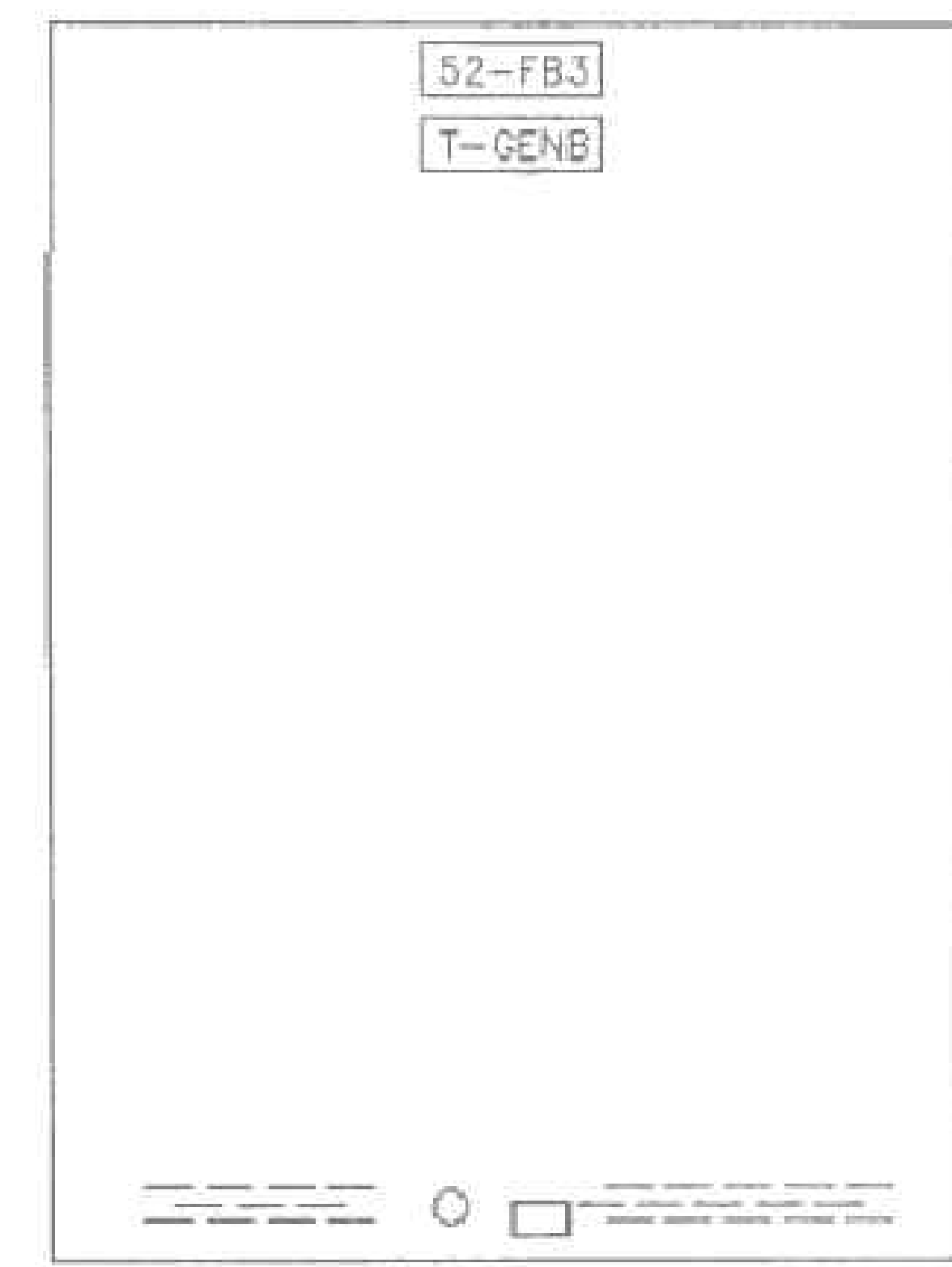
UPPER DOOR DETAIL



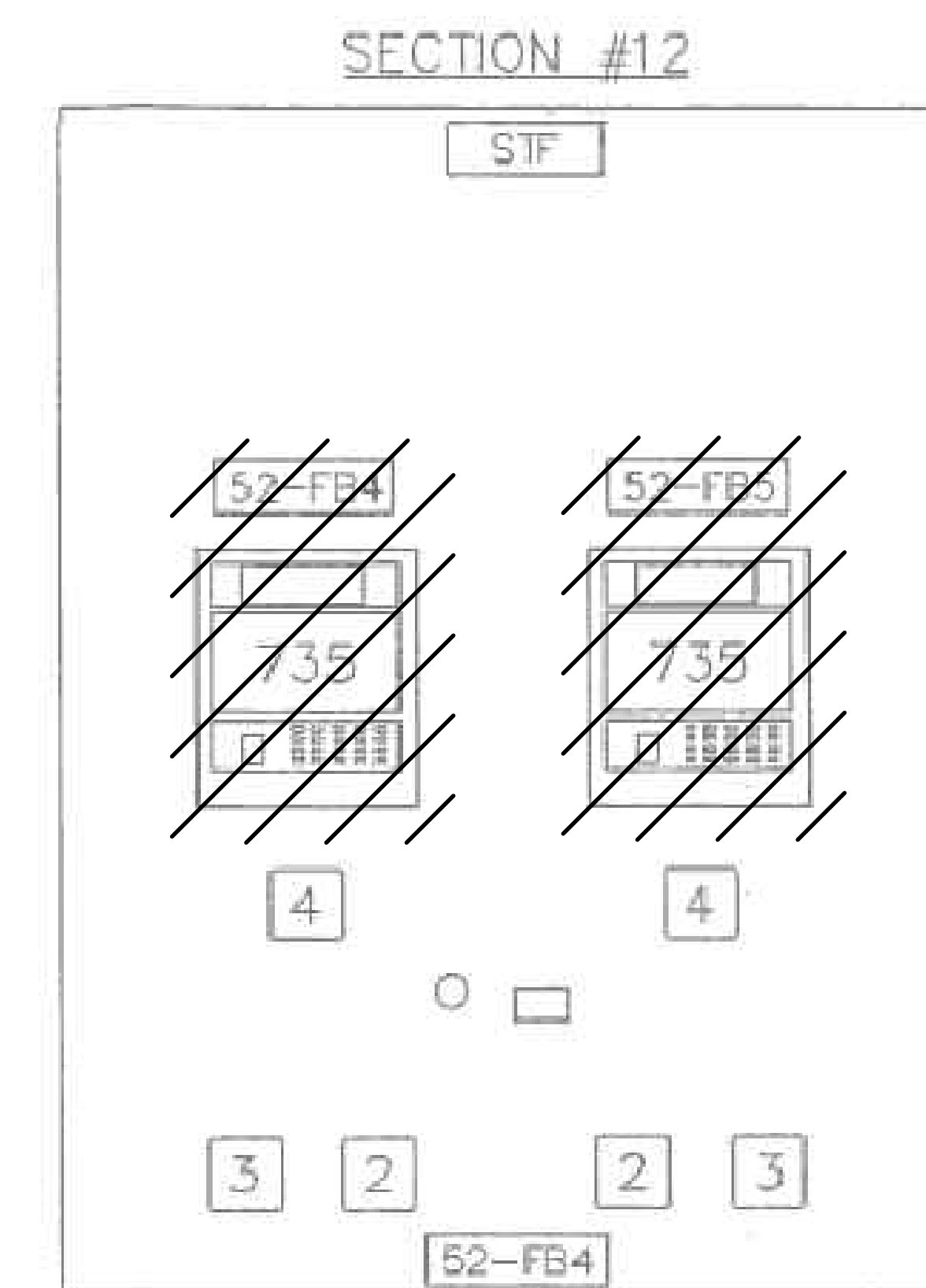
LOWER DOOR DETAIL



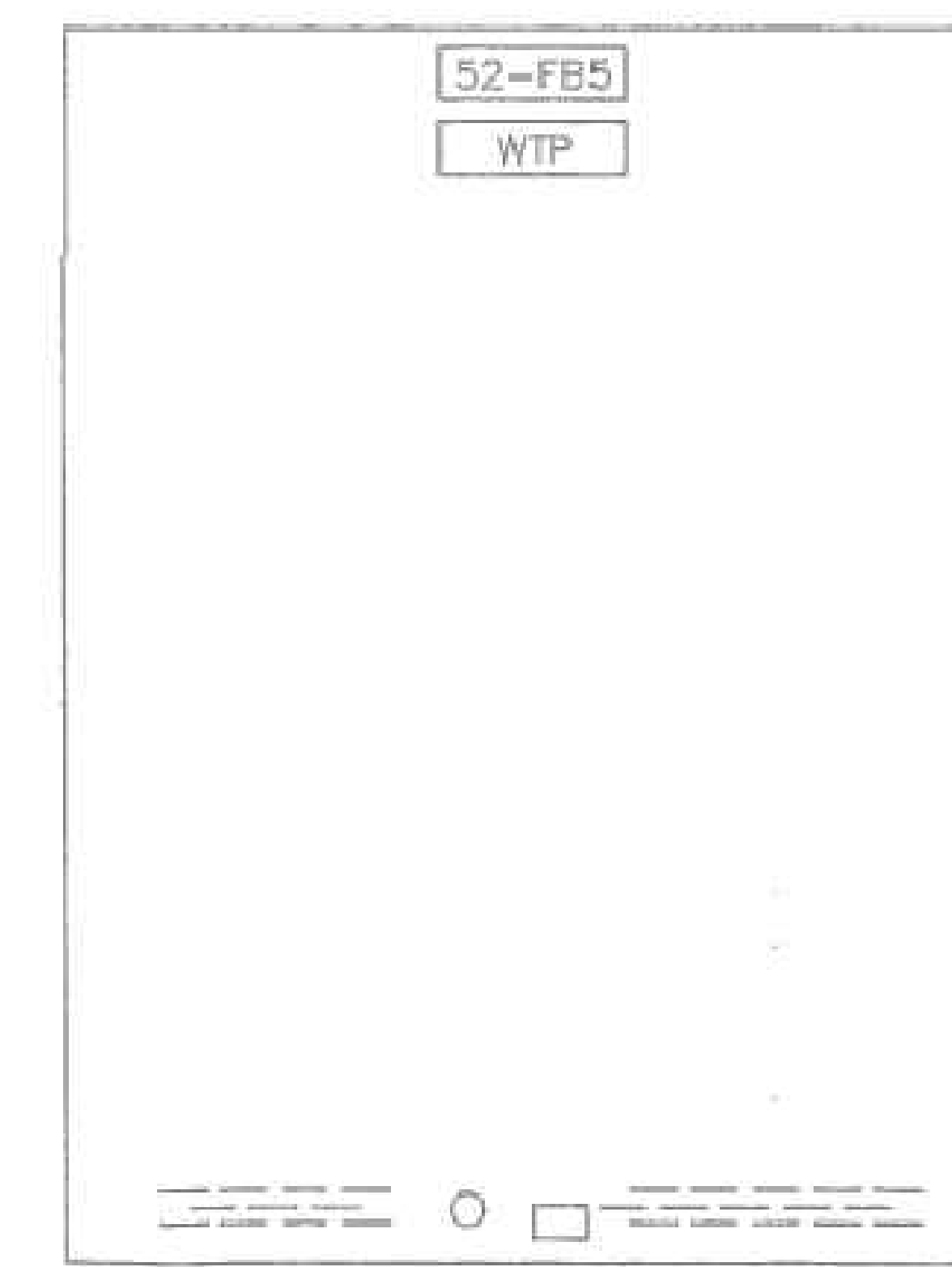
UPPER DOOR DETAIL



LOWER DOOR DETAIL

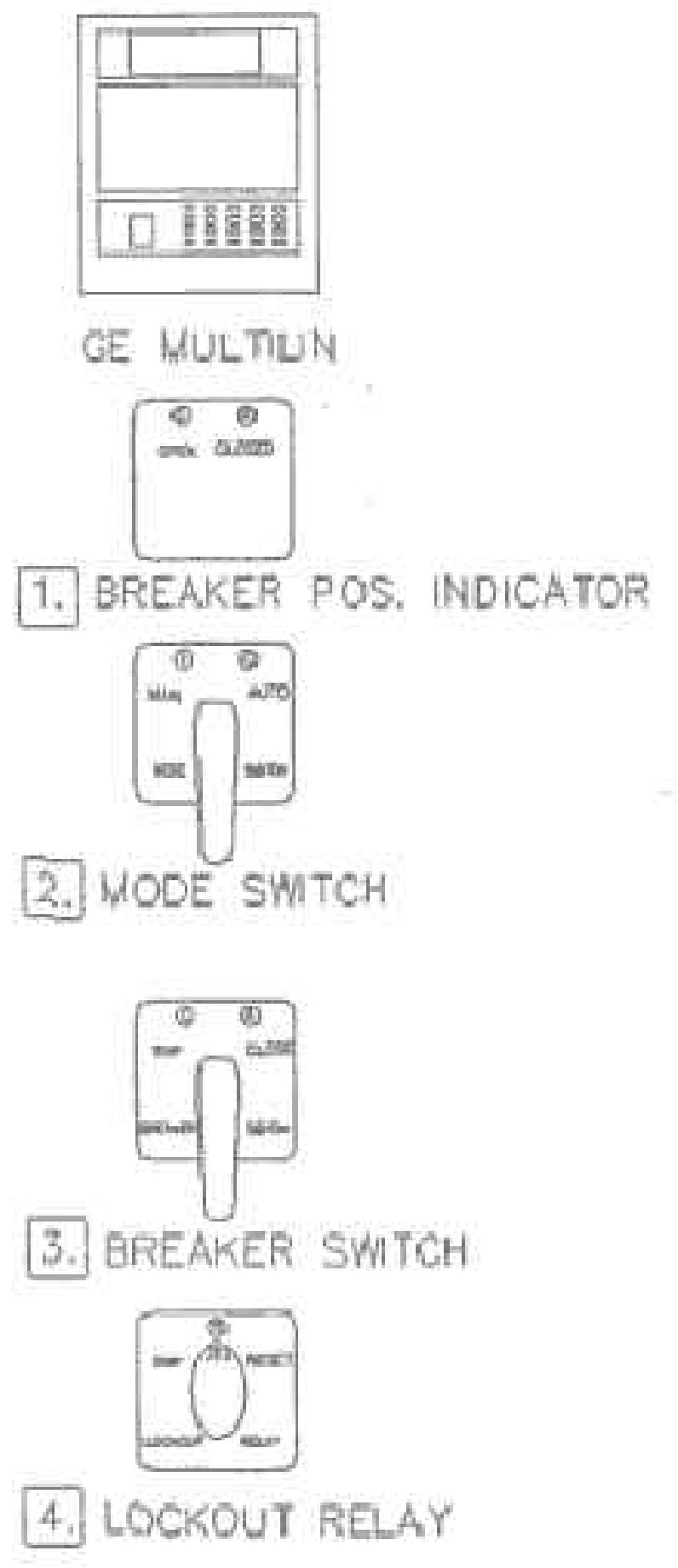


UPPER DOOR DETAIL



LOWER DOOR DETAIL

COMPONENT DETAIL



NAME PLATE ENGRAVINGS

- A-Space for future feeder circuit breaker
- B-GENERATOR NO. 4
- LSPS-LOW SERVICE PUMPING STATION FEEDER CIRCUIT BREAKER (B-SIDE)
- T-GENB-GENERATOR BUILDING TRANSFORMER T-GENB FEEDER
- STF-SOUTH TREATMENT FACILITY FEEDER CIRCUIT BREAKER (B-SIDE)
- WTP-WATER TREATMENT FACILITY FEEDER CIRCUIT BREAKER (B-SIDE)

REV	DATE	BY	CHKD	DESCRIPTION
1	7/23/02	J. SHANK	G. JONES	PRODUCTION RELEASE AS-BUILT

PROJECT:  
DONALD K SHINE WTP  
OUTLINE DIAGRAM  
DISTRIBUTOR:  
CUMMINS STANDBY POWER

80- NOT SCALE PRINT	DATE: 8/23/02	BY: P. SATHER	DATE: 8/23/02	APP'D: G.C. ANDERSON	DATE: 8/23/02	SITE CODE: PGA	0500-3685
AUTOCAD DWG	PCUJ 3004R-360B	CUMMINS POWER GENERATION		SWITCHGEAR OUTLINE		E-107	

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1136 OAK VALLEY DRIVE, SUITE 100  
ANN ARBOR, MI 48108  
PHONE: (734) 665-6000 FAX: (734) 213-3003

NOT FOR CONSTRUCTION

MARK	DATE	DESCRIPTION

CITY OF WYOMING, MICHIGAN  
DONALD K. SHINE WATER TREATMENT PLANT  
GENERATOR UPGRADES  
ELECTRICAL  
EXISTING STAND BY POWER  
DEMOLITION

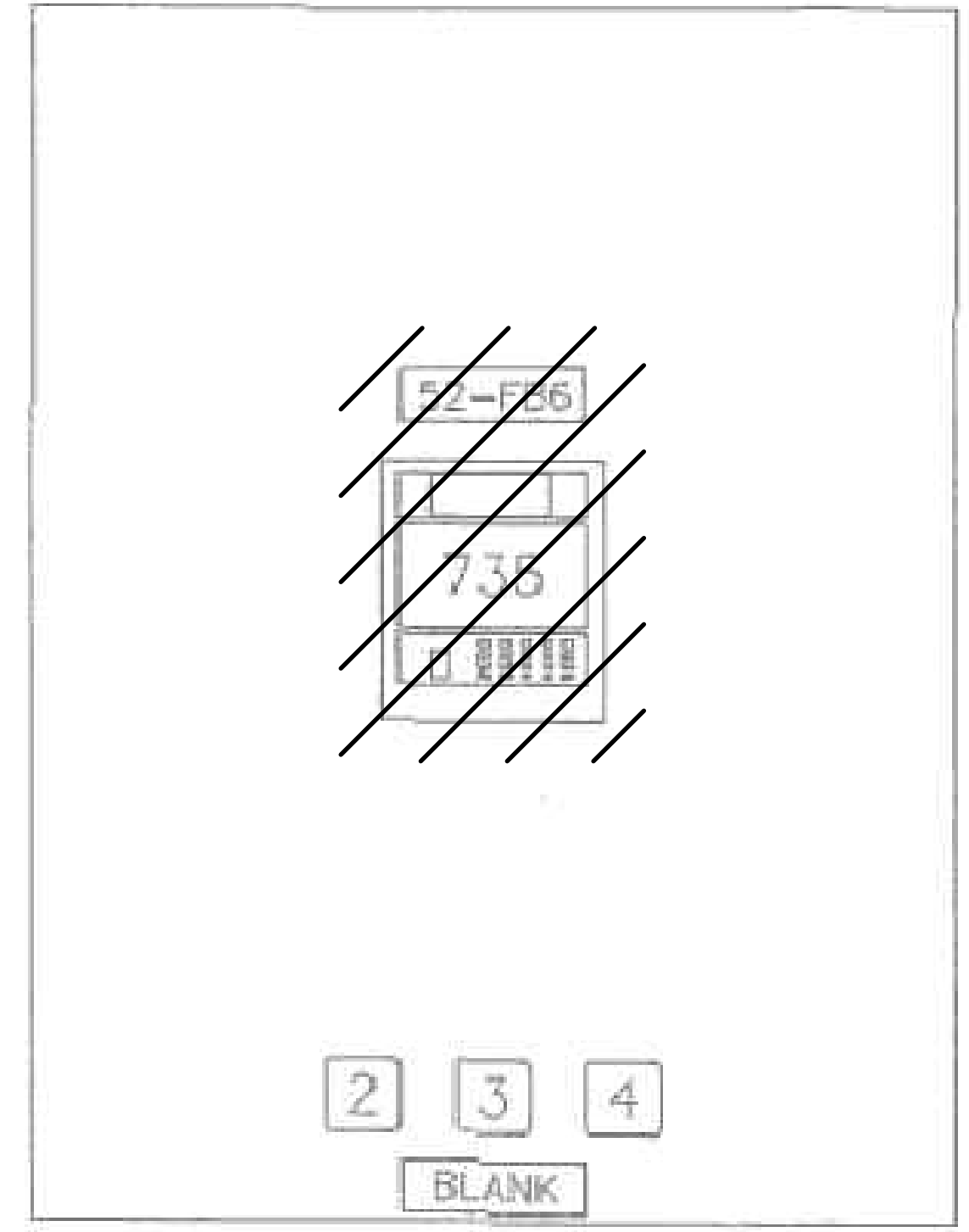
Project No: 200-12757-25003  
Designed By: G. JONES  
Drawn By: J. SHANK  
Checked By:  

**E-107**  
OF 9  
Bar Measures 1 inch

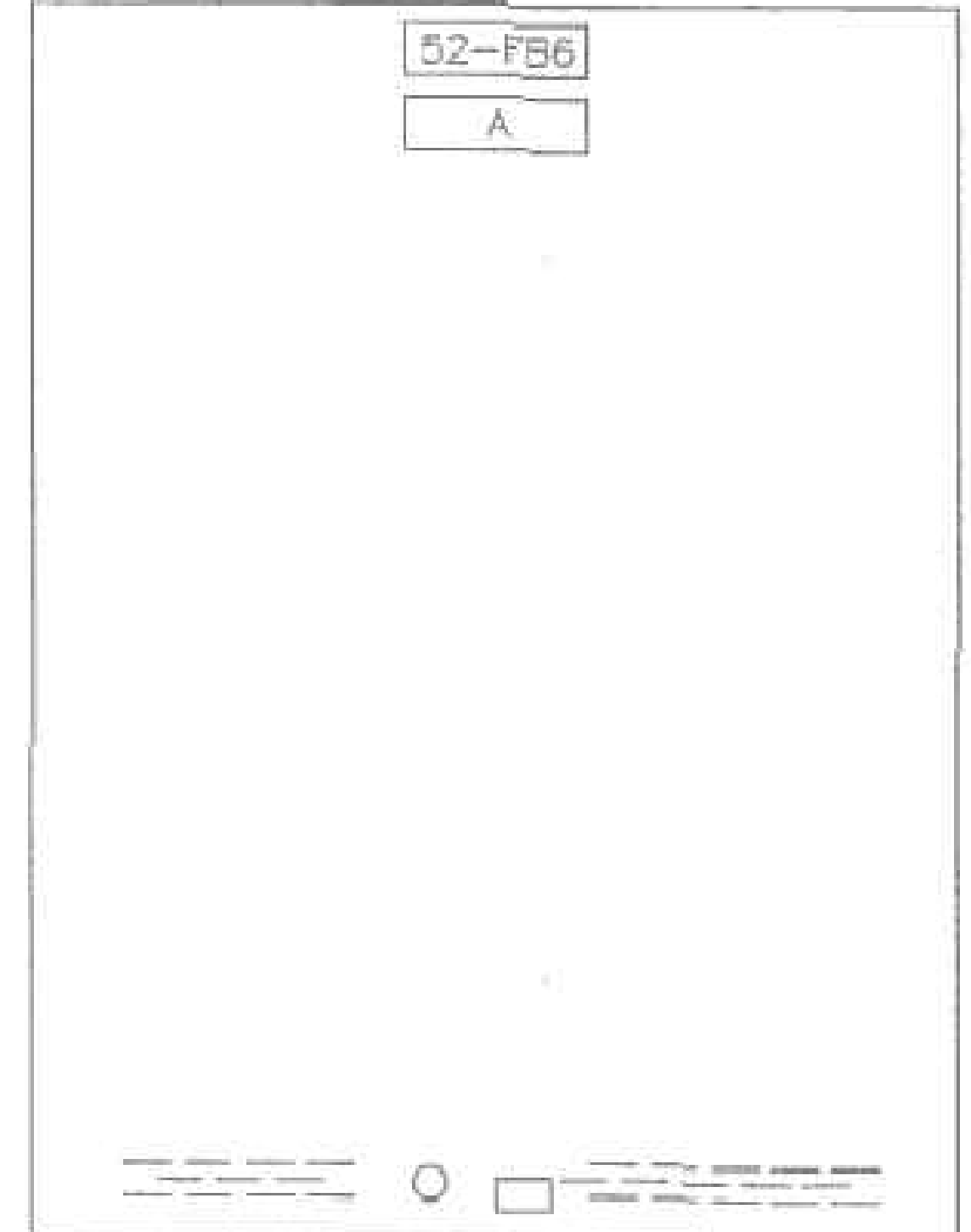
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EXISTING DRAWING FROM PREVIOUS PROJECT.  
PROPOSED WORK SHOWN BOLD,  
CROSSHATCHED, AND/OR CIRCLED.

SECTION #13

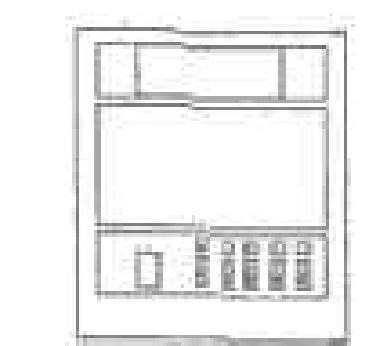


UPPER DOOR DETAIL



LOWER DOOR DETAIL

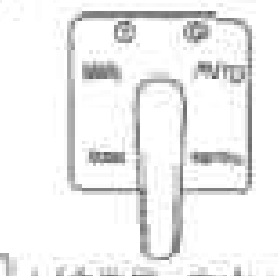
COMPONENT DETAIL



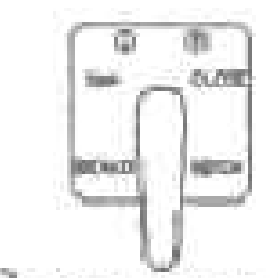
GE MULTILIN



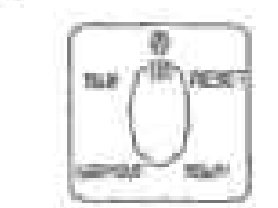
1. BREAKER POS. INDICATOR



2. MODE SWITCH



3. BREAKER SWITCH



4. LOCKOUT RELAY

NAME PLATE ENGRAVINGS

A-Space for future feeder  
circuit breaker

REV	NO.	DATE	BY	CHKD	DESCRIPTION
1					
2					
3					
4					
5					
6					

PROJECT:  
DONALD K SHINE WTP  
OUTLINE DIAGRAM  
DISTRIBUTOR:  
CUMMINS STANDBY POWER

DO NOT SCALE PRINT	DATE	APP'D	DATE	DATE	DATE
	08/23/02	P. SATHER	08/23/02		
	08/23/02	T. RAKE	08/23/02		
	08/23/02	O.C. ANDERSON	08/23/02		
PART NO.		DESCRIPTION OF MATERIAL		REV	
PCUL3004R-360B		PGA		0500-3685	
AUTOCAD DWG		CUMMINS POWER GENERATION		SWITCHGEAR OUTLINE	
				9-13-02	

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NOT FOR CONSTRUCTION  
 CITY OF WYOMING, MICHIGAN  
 DONALD K. SHINE WATER TREATMENT PLANT  
 GENERATOR UPGRADES  
 ELECTRICAL  
 EXISTING STAND BY POWER  
 DEMOLITION

Project No: 200-12757-25003  
Designed By: G. JONES  
Drawn By: J. SHANK  
Checked By:

**E-108**  
OF 9

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Copyright: Tetra Tech

Bar Measures 1 inch

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

RESOLUTION TO AWARD A BID FOR THE  
DRINKING WATER PLANT DISCHARGE VALVE REPLACEMENT PROJECT

WHEREAS:

1. As detailed in the attached staff report, on December 16, 2025, the City accepted bids for the Drinking Water Plant discharge valve replacement project.
2. It is recommended City Council accept the bid from Allied Mechanical Services in the amount of \$1,324,000.00.
3. It is also recommended City Council authorize a 10% contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts the bid from Allied Mechanical Services.
2. City Council authorizes a 10% contingency.
3. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 20, 2026.

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

ATTACHMENTS:

Staff Report  
Contract

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

## **STAFF REPORT**

Date: January 6, 2026  
Subject: DWP Discharge Valve Replacement Project  
From: Dan Kleinheksel, Utility Maintenance Manager  
CC: Aaron Vis, Director of Public Works  
Meeting Date: January 20, 2026

---

### **RECOMMENDATION:**

It is recommended that the City Council award the bid for the DWP Discharge Valve Replacement Project to Allied Mechanical Services in the amount of \$1,324,000.00 with a 10% contingency for a total amount of \$1,456,000.00.

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

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

### **DISCUSSION:**

The Drinking Water Plant operates ten high-service pumps that convey clean, potable water to the City of Wyoming and its wholesale customers. Four of these pumps are equipped with discharge valves that were originally slated for replacement during the 2008 plant expansion. However, due to budget constraints, their replacement was deferred. These valves have reached the end of their service life and require replacement.

To facilitate this, the City engaged Fishbeck for project engineering services via Resolution No. 28378. In collaboration with utility staff, Fishbeck developed project specifications for the replacement of 18-inch and 24-inch metal-seated ball valves and actuators. These specifications were advertised on the city website, and a pre-bid meeting was held on November 24, 2025. On December 16, two bids were publicly opened, and a summary of the costs is provided in the following tabulation.

Following a thorough review by utility staff and our engineering consultant, the bid from Allied Mechanical Services was found to meet the specifications and offered the lowest cost. Allied Mechanical Services is a reputable contractor that has completed many projects for the utility plants.

**TABULATION:**

<b>Bidder Name</b>	<b>Total Amount</b>
Allied Mechanical Services	\$1,324,000.00
DHE Plumbing and Mechanical	\$1,497,400.00

**BUDGET IMPACT:**

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

**PHOTO:**



**CITY OF WYOMING**

**WTP HSP DISCHARGE VALVES PHASE II 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: Allied Mechanical Services  
[Name of contracting entity]  
State of Michigan Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
5688 E ML Ave  
[Contractor's street address]  
Kalamazoo, Michigan 49048  
[Contractor's city, state & zip]

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

Effective Date means: 12/23, 2025

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

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

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

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

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

**TERMS AND CONDITIONS**

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

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

None.

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

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


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

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

**City of Wyoming**


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

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

Approved as to form: 

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

**Contractor: Allied Mechanical Services**

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

Date signed: 12/23, 2025

## **CONSIDERATION OF BIDS/PROPOSALS**

### **BID OPENING AND TABULATION**

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

Results of the bid/proposal openings are generally available on City's website [www.wyomingmi.gov](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.
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-11/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://usfc.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. 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 any 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.
- C. For professional services contracts with a Michigan-licensed architect, professional engineer, landscape architect, or professional surveyor, Contractor's obligation under 1.B shall be limited as provided by 1966 PA 165, MCL 691.991.
- D. Unless otherwise provided in the specifications, Contractor shall provide the following ge :

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 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.  Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (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) all authorized agents of the foregoing.  Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect 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	Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (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) all authorized agents of the foregoing.  Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE</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>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$5,000,000	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).  Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (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) all authorized agents of the foregoing.  Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect 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 \$1,000,000.	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 \$1,000,000	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the 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.  Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (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) all authorized agents of the foregoing.  Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>BUILDERS RISK PROPERTY INSURANCE</b>	
Coverage is required if checked "yes."  Yes _____ No <u>X</u>  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. 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 required for this project.
  - B. If a bid bond is required, it must be in the amount of 5.0% of the bid amount and in the form of EJCDC bid bond form C-430 or another form acceptable to the City attorney. As an alternative to the bid bond, City will accept a cashier's check to the City in the amount of 5.0% of the bid amount or an irrevocable standby letter of credit in the amount of 5.0% of the bid amount that is in a form and substance acceptable to the City Attorney.
2. **Payment Bond.**
  - A. Payment bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must be in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.
  - B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.
3. **Performance Bond.**
  - A. Performance bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.
  - B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.
4. **No Liens.** Under Michigan law, construction liens cannot be placed on public projects or property on which they are built. Therefore, Contractor must not place, allow to be placed, or suffer to be placed any lien against the project or the property on which it is constructed. If a subcontractor, supplier, or laborer places any lien against the project or the property on which it is constructed, Contractor must, immediately after learning of it, take all steps needed to secure the lien's release and must indemnify City for any costs City incurs to secure release of the lien.



**BID/PROPOSAL FORM**

**Bid/Proposal for WTP HSP Discharge Valves Phase II**

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

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

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

Is the bidder a:	<u>YES</u>	<u>NO</u>
Section 3 Certified Contractor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, DUNS #: <u>10-163-3808</u>		

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

Is the bidder a:	<u>YES</u>	<u>NO</u>
Woman Owned Company?	<input 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):

Allied Mechanical Services

**BID/PROPOSAL FORM CONTINUED**

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
<u>1</u>	<u>12-11-25</u>
<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

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.

**BASE BID PRICE:**

One Million Three Hundred Twenty Four Thousand Dollars \$ 1,324,000  
(use words) (in figures)

**ALTERNATE #1 –**

**ADD** NA Dollars \$ NA  
(use words) (in figures)

**ALTERNATE #2**

**ADD** NA Dollars \$ NA  
(use words) (in figures)

**TOTAL BID PRICE:**

One Million Three Hundred Twenty Four Thousand Dollars \$ 1,324,000  
(use words) (in figures)

Reminder: All warranties must be included with bid/proposal

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

Allied Mechanical Services

**Bid/Proposal Form Continued**

3860 Roger B Chaffee Memorial Dr. SE Grand Rapids, MI 49548

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]



Richard Wackerle



[Signature for proponent]

[2nd signature for proponent]

Richard Wackerle President

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: December 16, 2025

3860 Roger B Chaffee Memorial Dr SE

[Proponent's street address]

616-669-4800

[Proponent's business phone]

Grand Rapids, MI 49548

[City]

[State]

[Zip]

616-607-4555 - James Oudbier

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

joudbier@alliedmechanical.com

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

Corporation - Michigan

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

**BID BOND**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Allied Mechanical Services, Inc PO Box 2587 Kalamazoo, MI 49003 , as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Wyoming, 1155 28th Street SW, Wyoming, MI 49509 , as Obligee, in the sum of Five Percent of Bid Dollars (\$5% of Bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.


WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for WTP HSP Discharge Valves Phase 2

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 16th day of December, 2025.

Allied Mechanical Services, Inc

(Principal)

By:  Richard Wackerle  
Richard Wackerle - President

Digitally signed by Richard Wackerle  
DN: C=US,  
E=rwackerle@alliedmechanical.com,  
O=Allied Mechanical Services,  
CN=Richard Wackerle  
Date: 2025.12.15 11:08:53-05'00'

Travelers Casualty and Surety Company of America  
By:   
Marcia J Miller, Attorney-in-Fact



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

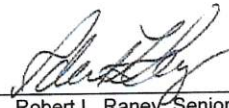
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marcia J Miller** of **LANSING Michigan**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **December**, 2025 .



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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

RESOLUTION TO ACCEPT A PROPOSAL FOR  
SALT DOME CONVEYOR REPAIRS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Kimco USA Inc. for repairs on the existing Public Works salt dome conveyor in the total estimated amount of \$17,185.35.
2. Repairs of the salt dome conveyor will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Kimco USA Inc. for the salt dome conveyor repairs.
2. City Council authorizes the City Manager to sign the contract.
3. City Council approves the attached budget amendment.
4. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 20, 2026.

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

ATTACHMENTS:

Staff Report  
Contract/Proposal

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

## Staff Report

Date: January 5, 2026  
Subject: Salt Dome Conveyor Repair  
From: Troy Rinks, Facilities Maintenance Foreman  
CC: Aaron Vis, Director of Public Works  
Meeting Date: January 20, 2026

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### RECOMMENDATION:

It is recommended that the City Council accept a proposal for repairs on the existing Public Works salt dome conveyor by Kimco USA Inc. for a price of \$17,185.35, approve the associated budget amendment, and authorize the City Manager to sign the contract.

### ALIGNMENT WITH STRATEGIC PLAN:

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

### DISCUSSION:

The salt dome and conveyor system at the Public Works site were constructed in 1998. The salt conveyor system is a critical component of winter street maintenance, transferring delivered road salt to the inside of the salt dome into a controlled environment that limits spoilage. Additionally, inside storage is important in maintaining compliance with environmental regulations. The conveyor system transfers approximately 4,000 tons of salt annually.

In October of this year, the conveyor belt split and quit working safely and a temporary repair was not possible. Facility staff sought proposals from 4 companies for the repairs needed, which includes replacing pulleys, bearings, shafts and reinstalling a new belt. Based on the customization, complexity, condition (excessive corrosion from conveying thousands of tons of salt), and environment of the existing conveyor, only 1 company had interest in giving a proposal.

After reviewing the proposal submitted, Facilities staff feel that Kimco USA Inc. understands the scope of work to be performed and can complete the work in a timely manner. Therefore it is recommended that the City Council award the Salt Dome Conveyor Repair to Kimco USA Inc.

for a total amount of \$17,185.35. Once the repairs are completed, the conveyor will be functional and can begin loading salt into the dome efficiently for our continued winter operation efforts.

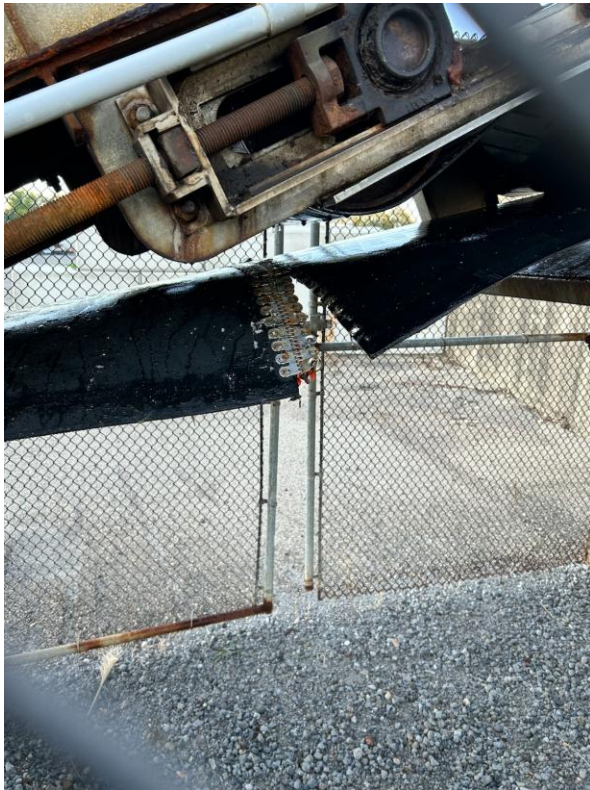
**BUDGET IMPACT:**

Sufficient funds have been budgeted in the Public Works, Repairs and Maintenance Account 661-441-58300-930.000 pending approval of the associated budget amendment.

**ATTACHMENTS:**

Proposal Document

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: Kimco USA Inc.  
(Name of contracting entity)  
An Illinois corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
118 East Trefz Drive  
(Contractor's street address)  
Marshall, IL 62441  
(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: January 20, 2026. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

### TERMS AND CONDITIONS

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

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

None.

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

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

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

#### City of Wyoming

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

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

Approved as to form: \_\_\_\_\_

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

#### Kimco USA Inc.

By: \_\_\_\_\_  
(Signature officer, director, or principal of Contractor)  
Blake D. Coffey, Vice President  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: January 8, 2026

## EXHIBIT A

### CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/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.
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY</b>	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<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**



# QUOTE

118 East Trefz Drive  
 Marshall, IL 62441  
 Phone: 217-826-8067  
 Fax: 217-826-8848

DATE	QUOTE #
12/23/2025	Q7911

<b>Name / Address</b>
CITY OF WYOMING, MI ATTN: JAY VANDYKE

<b>Ship To</b>
CITY OF WYOMING, MI ATTN: JAY VANDYKE

<b>Date</b>	<b>Rep</b>
12/23/2025	BDC

Item Number	Description	Qty	Each	Total
QUOTE	14" x 26" 304 STAINLESS STEEL ERADICATOR PULLEY WITH STAINLESS STEEL XTH35 HUBS AND 2-15/16" STAINLESS STEEL SHAFT, 40" LONG WITH KEYS (HEAD PULLEY)	1	4,156.89	4,156.89
QUOTE	2-15/16 MILD STEEL PILLOW BLOCK BEARING	2	315.43	630.86
QUOTE	CEMA B, 4" RETURN IDLER , WITH 304 SS DROP BRACKET, 304 STAINLESS FRAMES, SHAFTS, AND MOXIE IDLERS	8	518.45	4,147.60
QUOTE	FLEXCO STAINLESS LACING	1	425.00	425.00
ON LOCATION ...	ESTIMATED LABOR TO REMOVE AND REPLACE, THE ABOVE ROLLERS, AND BEARINGS -2 EMPLOYEES, 2 DAYS, PREVAILING WAGE	32	150.00	4,800.00
SERVICE CALL	SERVICE CALL TO CITY OF WYOMING (315 MILES EACH WAY)	630	2.50	1,575.00
QUOTE	ESTIMATED RATE (WILL ONLY BILL ACTUAL AMOUNT) 60' BOOM LIFT RENTAL (RENTAL \$1250, DELIVERY \$175, PICKUP \$175)	1	1,450.00	1,450.00
			<b>Total</b>	\$17,185.35



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

RESOLUTION TO ACCEPT A PROPOSAL FOR  
VIRTUAL CHIEF INFORMATION SECURITY OFFICER SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Dewpoint LLC to provide virtual chief information security officer services at a rate of \$225 per hour, 8 hours per month, resulting in an estimated annual cost of \$21,600.00.
2. It is also recommended City Council authorize the City Manager to approve additional services as needed at the quoted hourly rates.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Dewpoint LLC to provide virtual chief information security officer services.
2. City Council authorizes the City Manager to approve additional services as needed.
3. City Council authorizes the City Manager to sign the proposal.
4. City Council authorizes the City Manager to approve future contract renewals in accordance with budget authorization and City Attorney's review.

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: January 20, 2026.

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

ATTACHMENTS:

Staff Report  
Proposal (Statement of Work)

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

## Staff Report

**Date:** January 8, 2026

**Subject:** Acceptance of Proposal for Virtual Chief Information Security Officer (vCISO) Services

**From:** Paul Gerndt, Director of Information Technology

**Meeting Date:** January 20, 2026

---

### RECOMMENDATION:

It is recommended that the City Council accept the attached Statement of Work from Dewpoint LLC for Virtual Chief Information Security Officer (vCISO) services, authorize the City Manager to execute all necessary agreements to implement these services at an annual cost of \$21,600, and further authorize the City Manager to approve additional services at the quoted hourly rates as needed, and renew agreements in future years within approved budget authority.

### ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – STEWARDSHIP
  - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.
- PILLAR 1 – STEWARDSHIP
  - GOAL 3 - Improve city infrastructure and service reliability.

### DISCUSSION:

The City of Wyoming requested a Statement of Work from Dewpoint to provide CISO-as-a-Service. These services will focus on developing and overseeing the City's IT security strategy, advancing policy development, remediation planning, and preparing for future compliance requirements. Dewpoint will provide strategic guidance on risk management, security governance, and regulatory alignment.

This engagement directly supports recommendations from the 2024 IT Assessment, which emphasized use of contracted expertise to improve strategic planning and governance. By leveraging vCISO services, the City will gain executive-level security leadership without the cost of a full-time position, enabling better long-term strategy setting and risk management.

Additionally, the vCISO will provide guidance in prioritizing recommendations from the CISA Validated Architecture Design Review (VADR) report. This ensures that the City addresses the most critical cybersecurity gaps first, aligning remediation efforts with federal best practices and compliance requirements.

Key deliverables of the vCISO engagement include:

- Assessing the City's current security posture and identifying gaps.
- Developing an enterprise security program framework.
- Advising on security controls, policies, and compliance requirements.
- Providing input on security budgeting and awareness training.
- Monitoring emerging threats and advising on incident response.

Work will be performed remotely, with onsite visits as needed and approved by the City. The initial term is 12 months, with cancellation allowed with 30 days' written notice, and may be renewed annually.

The fixed monthly base cost for vCISO services is calculated at \$225 per hour for 8 hours per month, resulting in an annual cost of \$21,600 for a 12-month term. Additional service hours may be authorized and purchased at the standard quoted rates if needed for out-of-scope work or incident response.

**Budget Impact:**

Funding for this initiative is included in the FY2026 operating budget under account 101-228-22800-801.000 (General Fund - Information Technology Department - Professional Services).

**Attachment:**

- Dewpoint Statement of Work for vCISO Services (dated December 10, 2025)

# CITY OF WYOMING

## ***CISO AS A SERVICE STATEMENT OF WORK***

December 10, 2025

Submitted By: Mike Coyne, Account Executive

[mcoyne@dewpoint.com](mailto:mcoyne@dewpoint.com)

300 S Washington Square #200  
Lansing, MI 48933  
P (517) 258.2750  
[Dewpoint.com](http://Dewpoint.com)



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## OVERVIEW

The City of Wyoming (City) requested a Statement of Work (SOW) from Dewpoint to provide Chief Information Security Officer Services (CISO-as-a-Service). The Dewpoint services will focus on developing and overseeing the Information Technology (IT) Security Strategy with the City of Wyoming staff as they continue to advance policy and remediation activities.

This Statement of Work (SOW) is subject to the terms and conditions of the Master Service Agreement (MSA) between Dewpoint and the City of Wyoming.

## DELIVERABLES

### High-Level Deliverables

CISO-as-a-Service focuses on IT security governance, risk and compliance. Our services will focus on the advancement of security policy generation, remediation planning, and future compliance/regulation requirements that the City will need to consider.

### Tasks

Below is a list of detailed tasks that may be performed:

- Work with City departments, review their security posture and advise on risk reduction and improvement opportunities
- Examine and baseline the current security environment to identify gaps and produce prioritized recommendations.
- Develop the framework of an enterprise security program.
- Provide recommendations to integrate information security risk management into business decisions and operations.
- Advise on necessary security controls and processes to protect the enterprise and the business units commensurate to the assessed level of risk.
- Develop information security policies and provide references to applicable standards and industry guidelines.
- Provide input into the formation of an information security budget.
- Provide guidance as needed on information security and risk management awareness training programs.
- Provide strategic subject matter expert advice as needed for information security projects.
- Advise on aligning security programs to enable compliance with relevant laws, regulations, and policies to minimize risk and audit findings.
- Advise on security incidents and events to protect the enterprise IT assets and data.

- Monitor the external threat environment for emerging threats and advise relevant stakeholders on the appropriate course of action.
- Provide recommendations on ways to balance the protection of information assets with the needs of the business.

The actual tasks performed will be under the direction of City of Wyoming.

## LOCATION

Work will be performed remotely by offsite personnel or as needed onsite at the City. Travel arrangements will be approved by the City prior to being undertaken.

## TERM

The SOW is for an initial term of 12 months with the start date based on mutual agreement. The City may cancel with 30 days' written notice to Dewpoint.

# PRICING & ASSUMPTIONS

## Pricing

Description	Rate	# of Hours per Month	# of Months	Total
<b>CISO Consulting Fixed Monthly Base</b>	\$225	8	12	\$21,600.00

\*Additional hours may be procured with prior approval from Dewpoint and dependent upon workload and availability. Hours will be billed at the standard hourly rates below.

Role	Description	Rate
<b>CISO Consulting</b>	Hourly	\$225.00
<b>Security Operations Manager</b>	Hourly	\$185.00

Work will be performed during standard working hours defined as Monday through Friday from 8:00 am to 5:00 pm EST, excluding the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving , and the day after, Christmas Eve and Christmas Day. If work is required outside of standard working hours, a premium of up to 50% may be charged.

## Assumptions

The Dewpoint price is based on the following assumptions:

- Any changes in scope will be agreed upon by Dewpoint and the City of Wyoming. A signed change notice will accompany any changes. Changes to the scope may impact the price and/or duration of the project.
- The project will not start until a purchase order is received by Dewpoint.
- The consultants assigned by Dewpoint to perform the services for the City of Wyoming are not to be solicited for permanent employment.
- Any related travel will be billed on a pass-through basis using City of Wyoming travel guidelines.



# SIGNATURES

City Of Wyoming

Dewpoint LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

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

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

RESOLUTION TO ACCEPT A PROPOSAL FOR SERVERS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Sentinel Technologies, Inc. for the purchase of servers in the total estimated amount of \$71,296.18.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Sentinel Technologies, Inc. for the purchase of servers.
2. City Council authorizes the City Manager to sign the proposal.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 20, 2026.

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

ATTACHMENTS:

Staff Report  
Proposal

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

## Staff Report

**Date:** January 08, 2026  
**Subject:** Servers for Public Safety  
**From:** Paul Gerndt, Director of Information Technology  
**CC:** Kip Snyder, Director of Public Safety  
**Meeting Date:** January 20, 2026

---

### RECOMMENDATION:

It is recommended that the City Council authorize acceptance of a proposal for the purchase of servers in the amount of \$71,296.18 from Sentinel Technologies, Inc.

### ALIGNMENT WITH STRATEGIC PLAN:

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

### DISCUSSION:

Routine replacement of computer equipment is a best practice to prevent age-related failures and to meet increasing performance and capacity demands. The City standardizes on Hewlett Packard Enterprise (HPE) for most servers deployed across its locations.

The Information Technology Department follows a six-year replacement cycle for production servers, which slightly exceeds the industry norm of five years for VMware hosts. Experience has shown that replacing servers in their sixth year minimizes labor and downtime without increasing the risk of failure.

The Department has worked with Sentinel Technologies Inc., a trusted vendor and authorized reseller under the Midwest Higher Education Compact (MHEC), to determine the appropriate configuration for replacement servers. Sentinel has provided a proposal totaling \$71,296.18, which is \$83,715.80 below MHEC contract pricing.

Because the State of Michigan is a member of MHEC (Contract MHEC-12152020), this purchase complies with Charter Section 2-257 regarding cooperative purchasing plans. Staff recommends that City Council waive the competitive bidding requirement and

authorize the purchase from Sentinel Technologies, Inc.. Installation will be performed by City staff.

**Budget Impact:**

This project is included in the FY2026 Capital Improvement Plan. Funds are budgeted in account **205-301-30500-984.017** (Public Safety Fund – Police – Administration Services – Capital Outlay: Computer Equipment).

Attachment:

Vendor Quote



## VMware Host

Budgetary Proposal # 029426

Prepared for:

**City Of Wyoming**

Mark Milliron  
mark.milliron@wyomingmi.gov

Prepared by:

**Sentinel Technologies, Inc**

Dani Griswold  
dgriswold@sentinel.com

## Appendix A

-

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

## Hardware/Software Only

-

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

### Hosts SSD Drives

Product Description	Qty	Price	Ext. Price
<b>Initial Term:</b> 60 Months   <b>Requested Start Date:</b> Upon Booking   <b>Billing Model:</b> Prepaid   <b>Renewal Term:</b> Requote			
<i>Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.</i>			
HPE DL380 Gen11 8SFF NC CTO Svr	2	\$1,829.00	\$3,658.00
HPE DL380 Gen11 8SFF NC CTO Svr	2	\$0.00	\$0.00
INTEL XEON-GOLD 6544Y 3.6GHZ 16-CORE 270W PROCESSOR FOR HPE	4	\$4,704.00	\$18,816.00
Factory Integrated	4	\$0.00	\$0.00
HPE 32GB (1x32GB) Dual Rank x8 DDR5-5600 CAS-46-45-45 EC8 Registered Smart Memory Kit - HPE DDR5 Smart Memory enables total server memory optimization, runs at top throughput speed, and is among the most power-efficient memory available.	24	\$944.00	\$22,656.00
Factory Integrated	24	\$0.00	\$0.00
HPE ProLiant DL380 Gen11 2U 8SFF x1 TriMode U.3 Drive Cage Kit	2	\$209.00	\$418.00
Factory Integrated	2	\$0.00	\$0.00
HPE 960GB SATA 6G Read Intensive SFF BC Multi Vendor SSD - P40498-B21 - HPE 960 GB, SATA, read intensive, solid state, small form factor, Basic carrier, drive with 3-year warranty	16	\$425.00	\$6,800.00
Factory Integrated	16	\$0.00	\$0.00
LA Smart Array E208e-p SR Gen10 (8 External Lanes/No Cache) 12G SAS PCIe Plug-in Controller - PCI Express 3.0 x8 - RAID 0, 1, 5, 10 - 3 years parts only	2	\$385.00	\$770.00
Factory Integrated	2	\$0.00	\$0.00
P47777-B21 - HPE MR416ip Gen11 x16 Lanes 8GB Cache PCI SPDM Plugin Storage Controller	2	\$1,080.00	\$2,160.00



## Hosts SSD Drives

Product Description	Qty	Price	Ext. Price
Factory Integrated	2	\$0.00	\$0.00
HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit - P01366-B21	2	\$47.00	\$94.00
Factory Integrated	2	\$0.00	\$0.00
HPE DL360 GEN11 STG CNTRL ENABLE CBL KIT	2	\$11.00	\$22.00
Factory Integrated	2	\$0.00	\$0.00
Broadcom BCM57414 Ethernet 10/25Gb 2port SFP28 OCP3 Adapter for HPE - P10115-B21	2	\$210.00	\$420.00
Factory Integrated	2	\$0.00	\$0.00
HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit, Input voltage:100- 240V AC, Dimensions: 6.80 x 4.04 x 22.53 cm (2.68 x 1.59 x 8.87 in)	4	\$114.00	\$456.00
Factory Integrated	4	\$0.00	\$0.00
HP 6 foot, 10 AMP, Nema 5-15P to IEC320-C13 US Power Cord (Plugs Server to Wall - NEMA)	4	\$22.00	\$88.00
Factory Integrated	4	\$0.00	\$0.00
HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	2	\$319.80	\$639.60
Factory Integrated	2	\$0.00	\$0.00
HPE CMP CLOUD MGMT SRV FIO ENABLEMENT	2	\$0.84	\$1.68
HPE DL360 GEN11 CPU1/OCP2 X8 ENABLE KIT	2	\$26.00	\$52.00
Factory Integrated	2	\$0.00	\$0.00
HPE ProLiant DL380/DL560 Gen11 2U High Performance Fan Kit	2	\$299.00	\$598.00
Factory Integrated	2	\$0.00	\$0.00
HPE CE Mark Removal FIO Enable Kit	2	\$1.00	\$2.00
HPE ProLiant DL380/DL560 Gen11 2U High Performance Heat Sink Kit	4	\$86.00	\$344.00
Factory Integrated	4	\$0.00	\$0.00
HPE ProLiant DL380 Gen11 NS204iu Internal Cable Kit - P52152-B21 - Dimensions: 21.5 x 30.5 x 4.5 cm (8.46 x 12.01 x 1.77 in) - Weight: 0.15 kg (0.331 lb)	2	\$52.00	\$104.00
Factory Integrated	2	\$0.00	\$0.00
HPE DL3XX Gen11 Easy Install Rail 3 Kit	2	\$59.00	\$118.00
Factory Integrated	2	\$0.00	\$0.00
HPE NS204i-u V2 960GB	2	\$1,837.00	\$3,674.00
Factory Integrated	2	\$0.00	\$0.00
HPE GreenLake COM En 5y Up ProLiant aaS	2	\$529.00	\$1,058.00



## Hosts SSD Drives

Product Description	Qty	Price	Ext. Price
HPE 5Y TC Essential SVC	1	\$0.00	\$0.00
HPE iLO Advanced Non Blade Support	2	\$28.00	\$56.00
HPE DL380 Gen11 Support	2	\$4,018.00	\$8,036.00
Shipping and Handling	1	\$254.90	\$254.90

**Subtotal: \$71,296.18**

## MHEC Price Comparison

\* Optional

Product Description	Qty	Price	Ext. Price
<b>Initial Term: 60 Months   Requested Start Date: Upon Booking   Billing Model: Prepaid   Renewal Term: Requote</b>			
<i>Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.</i>			
HPE DL380 Gen11 8SFF NC CTO Svr	2	\$3,218.57	\$6,437.14
HPE DL380 Gen11 8SFF NC CTO Svr	2	\$0.00	\$0.00
INTEL XEON-GOLD 6544Y 3.6GHZ 16-CORE 270W PROCESSOR FOR HPE	4	\$7,533.60	\$30,134.40
Factory Integrated	4	\$0.00	\$0.00
HPE 32GB (1x32GB) Dual Rank x8 DDR5-5600 CAS-46-45-45 EC8 Registered Smart Memory Kit - HPE DDR5 Smart Memory enables total server memory optimization, runs at top throughput speed, and is among the most power-efficient memory available.	24	\$2,358.40	\$56,601.60
Factory Integrated	24	\$0.00	\$0.00
HPE ProLiant DL380 Gen11 2U 8SFF x1 TriMode U.3 Drive Cage Kit	2	\$503.20	\$1,006.40
Factory Integrated	2	\$0.00	\$0.00
HPE 960GB SATA 6G Read Intensive SFF BC Multi Vendor SSD - P40498-B21 - HPE 960 GB, SATA, read intensive, solid state, small form factor, Basic carrier, drive with 3-year warranty	16	\$1,358.40	\$21,734.40
Factory Integrated	16	\$0.00	\$0.00
P47777-B21 - HPE MR416ip Gen11 x16 Lanes 8GB Cache PCI SPDM Plugin Storage Controller	2	\$1,074.00	\$2,148.00
Factory Integrated	2	\$0.00	\$0.00
HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit - P01366-B21	2	\$161.60	\$323.20
Factory Integrated	2	\$0.00	\$0.00
HPE DL360 GEN11 STG CNTRL ENABLE CBL KIT	2	\$30.40	\$60.80
Factory Integrated	2	\$0.00	\$0.00



## MHEC Price Comparison

\* Optional

Product Description	Qty	Price	Ext. Price
Broadcom BCM57414 Ethernet 10/25Gb 2port SFP28 OCP3 Adapter for HPE - P10115-B21	2	\$984.80	\$1,969.60
Factory Integrated	2	\$0.00	\$0.00
HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit, Input voltage:100- 240V AC, Dimensions: 6.80 x 4.04 x 22.53 cm (2.68 x 1.59 x 8.87 in)	4	\$419.20	\$1,676.80
Factory Integrated	4	\$0.00	\$0.00
HP 6 foot, 10 AMP, Nema 5-15P to IEC320-C13 US Power Cord (Plugs Server to Wall - NEMA)	4	\$44.00	\$176.00
Factory Integrated	4	\$0.00	\$0.00
HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	2	\$342.37	\$684.74
Factory Integrated	2	\$0.00	\$0.00
HPE CMP CLOUD MGMT SRV FIO ENABLEMENT	2	\$0.95	\$1.90
HPE DL360 GEN11 CPU1/OCP2 X8 ENABLE KIT	2	\$96.00	\$192.00
Factory Integrated	2	\$0.00	\$0.00
HPE ProLiant DL380/DL560 Gen11 2U High Performance Fan Kit	2	\$777.60	\$1,555.20
Factory Integrated	2	\$0.00	\$0.00
HPE CE Mark Removal FIO Enable Kit	2	\$0.80	\$1.60
HPE ProLiant DL380/DL560 Gen11 2U High Performance Heat Sink Kit	4	\$186.40	\$745.60
Factory Integrated	4	\$0.00	\$0.00
HPE ProLiant DL380 Gen11 NS204iu Internal Cable Kit - P52152-B21 - Dimensions: 21.5 x 30.5 x 4.5 cm (8.46 x 12.01 x 1.77 in) - Weight: 0.15 kg (0.331 lb)	2	\$131.20	\$262.40
Factory Integrated	2	\$0.00	\$0.00
HPE DL3XX Gen11 Easy Install Rail 3 Kit	2	\$131.20	\$262.40
Factory Integrated	2	\$0.00	\$0.00
HPE NS204i-u V2 960GB	2	\$2,919.20	\$5,838.40
Factory Integrated	2	\$0.00	\$0.00
HPE GreenLake COM En 5y Up ProLiant aaS	2	\$712.50	\$1,425.00
HPE 5Y TC Essential SVC	1	\$0.00	\$0.00
HPE iLO Advanced Non Blade Support	2	\$53.60	\$107.20
HPE DL380 Gen11 Support	2	\$9,740.80	\$19,481.60
HPE Smart Array E208e-p SR Gen10 Ctrlr	1	\$2,185.60	\$2,185.60

\* Optional Subtotal: **\$155,011.98**

## VMware Host

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

Prepared for:  
**City Of Wyoming**  
 1155 28th St Sw  
 Wyoming, MI 49509-2825  
 Mark Milliron

Contract Information:  
**Budgetary Proposal # 029426**  
 Version: 4  
 Delivery Date: 01/08/2026  
 Expiration Date: 01/20/2026

mark.milliron@wyomingmi.gov


## Quote Summary

Description	Amount
Hosts SSD Drives	\$71,296.18
<b>Total:</b>	<b>\$71,296.18</b>

## Options

Description	Amount
MHEC Price Comparision	\$155,011.98

Approved as to form:

  
 Greg Stremers, City Attorney

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

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

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

## Terms and Conditions

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

## Invoice Terms

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

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

RESOLUTION FOR THE PURCHASE OF FITNESS EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from All Pro/Fitness Things for the purchase of fitness equipment for the WYPD in the total estimated amount of \$55,973.54 using Sourcewell contract pricing.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 20, 2026.

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

Attachments:

Staff Report

Contract

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

## **STAFF REPORT**

**Date:** January 8, 2026  
**Subject:** Purchase of Fitness Equipment  
**From:** Lieutenant Andrew Koeller  
**CC:** Public Safety Chief Kip Snyder  
**Meeting Date:** January 20, 2026

### **RECOMMENDATION:**

It is recommended that the City Council authorize the purchase of fitness equipment for the Police Department from All Pro/Fitness Things. The total estimated cost of this purchase is \$55,973.54. This purchase is funded entirely by State of Michigan Continuing Professional Education grant funds intended to support training initiatives for the Police Department.

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

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

### **DISCUSSION:**

The Police Department is requesting approval to purchase fitness equipment from All Pro/Fitness Things for the Wyoming Police Department (WYPD) Fitness Center. WYPD has developed a comprehensive wellness program that allows officers to utilize their contractual meal breaks for on-duty physical fitness rather than remaining sedentary in patrol vehicles or at workstations. Officers may also access the fitness center before and after their shifts. The fitness center is utilized thousands of times each year by WYPD personnel. Much of the existing weight equipment in the Fitness Center is more than 20 years old and has exceeded its expected service life. Physical fitness is a critical component of law enforcement readiness, directly impacting officer safety, performance during high-stress incidents, injury prevention, and career longevity.

Maintaining modern, safe, and functional equipment supports WYPD's commitment to officer wellness and effective public safety services.

This purchase is fully funded through the Michigan Commission on Law Enforcement Standards (MCOLES) Continuing Professional Education (CPE) grant and includes professional installation of all equipment to ensure compliance with applicable safety standards.

**Sole Source:**

All Pro/Fitness Things can provide all requested equipment for WYPD by leveraging multiple Sourcewell cooperative purchasing contracts. This approach eliminates the need for staff to bid each individual item separately, saving significant administrative time and enabling fiscally responsible purchasing through a single vendor.

**BUDGET IMPACT:**

Funds are budgeted in the 205-301.32000.956.005.

**Attachments:**

Contract  
Quotation

# CITY OF WYOMING

## CITY PURCHASING CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$7,500)

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

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

Effective Date means: 1/7, 2026.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

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

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means:

Fitness Things  
[Name of supplying entity]  
A Michigan Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
2668 Edward St  
[Supplier's street address]  
Jenison, MI 49428  
[Supplier's city, state & zip]

### TERMS AND CONDITIONS

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

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

warranty from manufacturer will be honored by Fitness Things

4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations, or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Supplier.

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

City of Wyoming

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

Approved as to form:



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

Supplier: Fitness Things

By: Burny Mitchem  
[Signature officer, director, or principal of Supplier]  
Burny Mitchem / Sales Manager  
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: 1/7, 2026

# CITY OF WYOMING

## EXHIBIT A

### CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. Qualifications. Supplier represents and promises that:

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

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

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Supplier nor any of its subcontractors on the HUD list of debarred and suspended participants ([https://www.hud.gov/program\\_offices/general\\_counsel/limited\\_denial\\_participation\\_hud\\_funding\\_disqualifications](https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications)). If grant funds are withdrawn or cancelled for any reason this Contract is nullified. Unless waived by City's purchasing director, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Supplier and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

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

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

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

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

C. Supplier 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 Supplier is in the sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

4. Ethical Standards. To the best of Supplier's knowledge after reasonable inquiry:

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

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

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

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

6. Payment to Supplier.

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

B. Payments to Supplier will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after and invoice all required information is submitted to City.

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

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

8. Information, Quality, and Related Requirements.

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

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

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

9. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount

added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.

10. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

13. Disputes/Remedies. The following applies to all disputes under this contract:

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

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

C. A party need not undertake the procedure provided in subsection 13.B if it has previously done so with respect to any noncompliance with the same contract provision.

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

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

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

A. Supplier shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any

claims made by persons other than the City as a result of actions, errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<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 the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Suppliers Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<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>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials.  Amount required \$2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

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

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

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

**Exhibit B  
Proposal**

**Invoicing and Shipping Address:**

 CITY OF WYOMING, Brady Heckman  
 2300 DEHOOP  
 WYOMING MI 49509  
 United States  
 ☎ +1 616-260-8565

 CITY OF WYOMING  
 2300 DEHOOP  
 WYOMING MI 49509  
 United States  
 Tax ID: 38-6006933

## Quotation # 37679

**Quotation Date:**  
 11/26/2025

**Expiration:**  
 02/27/2026

**Salesperson:**  
 Brett Veltema

Description	Quantity	Unit Price	Disc.%	Taxes	Amount
<b>Squat Racks and Platform with Logo</b>					
[CS2-HFR-8] Powerlift Collegiate Series 8' 3X3 11 Gauge Half Rack	2.000 Unit(s)	3,529.00	30.00	Government	\$ 4,940.60
[OP48BI-CS2HFR] Powerlift 4'X8' Olympic Platform W/ Extension & Logo	2.000 Unit(s)	3,829.00	30.00	Government	\$ 5,360.60
[AT-BP-71] Power Lift 71" Bumper Plate Tray - Between Racks	1.000 Unit(s)	1,229.00	30.00	Government	\$ 860.30
[AT-KB-71] Powr Lift 71" KB Tray - Between Racks	2.000 Unit(s)	619.00	31.00	Government	\$ 854.22
[AT-MB-71] Power Lift 71" MB Tray - Between Racks	1.000 Unit(s)	489.00	31.00	Government	\$ 337.41
[HRA] Powerlift High Rotation Attachment	1.000 Unit(s)	289.00	31.00	Government	\$ 199.41
[RDA-33] 3x3 Rack Dip Attachment	2.000 Unit(s)	329.00	30.00	Government	\$ 460.60
[VBS-6] Power Lift Vertical Bar Storage - 6 Bars	1.000 Unit(s)	319.00	31.00	Government	\$ 220.11
[PLOTB-R] Power Lift Open Ended Trap Bar - Rackable	1.000 Unit(s)	1,189.00	30.00	Government	\$ 832.30
[GOB-1200] USA VTX 7' Institutional Olympic Bar, 32 Mm Diameter, 1200 Lbs Statical Test	3.000 Unit(s)	252.04	25.00	Government	\$ 567.09
[WRI-WLJC] Wright Lock Jaw Collar (Pro) Single	8.000 Unit(s)	26.80	35.00	Government	\$ 139.36

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

<b>Subtotal</b>					\$ 14,772.00
<b>Adjustable Benches</b>					
[CS2-PDBB] Powerlift Collegiate Series Multi Angle Db Bench	3.000 Unit(s)	1,189.00	30.00	Government	\$ 2,496.90
[Logo Head Cover] Logo Head Cover	1.000 Unit(s)	200.00	0.00	Government	\$ 200.00
[CPU] Wright Bench Logo on Head cover					
<b>Subtotal</b>					\$ 2,696.90
<b>Plates</b>					
[GBO-045SBP] USA 45 Lbs Usa Rubber Bumper Plate	24.000 Unit(s)	79.86	25.00	Government	\$ 1,437.48
[GBO-025SBP] USA 25 Lbs Usa Rubber Bumper Plate	12.000 Unit(s)	44.86	25.00	Government	\$ 403.74
[GBO-010SBP] USA 10 Lbs Usa Rubber Bumper Plate	12.000 Unit(s)	27.86	25.00	Government	\$ 250.74
[GO-005VR] USA VTX 5 Lb Olympic Rubber Encased Plate (Does Not Have Grips) (Does Not Have Grips)	12.000 Unit(s)	11.94	25.00	Government	\$ 107.46
[GO-002VR] USA VTX 2.5 Lb Olympic Rubber Encased Plate (Does Not Have Grips) (Does Not Have Grips)	6.000 Unit(s)	5.86	25.00	Government	\$ 26.37
<b>Subtotal</b>					\$ 2,225.79
<b>Cable Crossover</b>					
[LCM-CC] Life Fitness Cable Motion Adjustable Cable Crossover	1.000 Unit(s)	8,924.00	20.00	Government	\$ 7,139.20
<b>Subtotal</b>					\$ 7,139.20
<b>Lat Pulldown Machine</b>					
[FS53-H-35] True Fitness Fitness Line Lat/Row Heavy Heavy Stack 250 lb./113 kg	1.000 Unit(s)	4,699.00	30.00	Government	\$ 3,289.30
<b>Subtotal</b>					\$ 3,289.30
<b>Smith Machine</b>					
[FS30-35] True Fitness Fitness Line Smith Machine	1.000 Unit(s)	3,999.00	30.00	Government	\$ 2,799.30
<b>Subtotal</b>					\$ 2,799.30
<b>Stair Stepper</b>					

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

[VC10350L0] True Fitness Palisade Climber- LED Console	1.000 Unit(s)	9,599.00	35.00	Government	\$ 6,239.35
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**Subtotal** \$ 6,239.35

### Leg Press

[XFW7800-35] True Fitness XFW Series Leg Press	1.000 Unit(s)	6,899.00	30.00	Government	\$ 4,829.30
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**Subtotal** \$ 4,829.30

### Leg Extension/ Leg Curl

[FS50-H-35] True Fitness Fitness Line Leg Extension/Seated Leg Curl Heavy Heavy Stack 250 lb./113 kg	1.000 Unit(s)	4,699.00	30.00	Government	\$ 3,289.30
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**Subtotal** \$ 3,289.30

### Dumbbell Rack

[TDR-3] USA VTX Horizontal Dumbbell Rack - 3-Tier Rail Rack W/O Saddles	1.000 Unit(s)	571.46	30.00	Government	\$ 400.02
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**Subtotal** \$ 400.02

### Resistance Bands

[400-710-111] Prism Accessories Strength Band, X-Light (Black ) - 10-50Lb	2.000 Unit(s)	22.99	20.00	Government	\$ 36.78
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[400-710-112] Prism Accessories Strength Band, Light (Purple) - 25-80Lb	2.000 Unit(s)	29.99	20.00	Government	\$ 47.98
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[400-710-113] Prism Accessories Strength Band, Medium (Green) - 50-120Lb	2.000 Unit(s)	35.99	20.00	Government	\$ 57.58
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[400-710-114] Prism Accessories Strength Band, Heavy (Blue) - 60-150Lb	2.000 Unit(s)	49.99	20.00	Government	\$ 79.98
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**Subtotal** \$ 222.32

### Curl Bar

[GOZ-47] USA Olympic Style "Economy" Super Curl Bar	2.000 Unit(s)	70.54	20.00	Government	\$ 112.86
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**Subtotal** \$ 112.86

### Kettle Bells

[KB-015G2] USA VTX 15 Lb Black Cast Iron Kettlebell	1.000 Unit(s)	31.76	30.00	Government	\$ 22.23
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By receiving this invoice, the customer agrees the product and labor is completed to their satisfaction. The customer also agrees no damages at the installation site occurred. Following a 14 day grace period, past-due invoices will be assessed a 2% finance charge per month, including any additional collection fees associated in collecting the agreed amount. All credit cards may be subject to a 3% fee. Terms are available with the completion of a credit application and approved credit terms. Change orders or returns may result in a restocking fee of up to 25%.

[KB-020G2] USA VTX 20 Lb Black Cast Iron Kettlebell	1.000 Unit(s)	42.34	30.00	Government	\$ 29.64
[KB-025G2] USA VTX 25 Lb Black Cast Iron Kettlebell	1.000 Unit(s)	52.92	30.00	Government	\$ 37.04
[KB-030G2] USA VTX 30 Lb Black Cast Iron Kettlebell	1.000 Unit(s)	63.50	30.00	Government	\$ 44.45
[KB-040G2] USA VTX 40 Lb Black Cast Iron Kettlebell	1.000 Unit(s)	84.66	30.00	Government	\$ 59.26
[KB-050G2] USA VTX 50 Lb Black Cast Iron Kettlebell	1.000 Unit(s)	105.82	30.00	Government	\$ 74.07

**Subtotal** \$ 266.69

#### Cable Attachments and Storage

[GTAR-PAC] USA Troy Accessory Rack W/ Attachments & Accessories 1 Of Each: Gtar, Tlb-48S, Tsplb-34S, Tplb-34S, Tplb-24S, Tcb-28S, Tsb-20S, Tcch-D(2), Atr-36,Gtvb, Gct, Tdsh	1.000 Unit(s)	1,161.42	35.00	Government	\$ 754.92
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**Subtotal** \$ 754.92

#### Exercise Balls

[LF-SB-1104-01] Life Fitness Stability Ball, 65 cm, Grey	1.000 Unit(s)	75.00	10.00	Government	\$ 67.50
[LF-SB-1102-01] Life Fitness Stability Ball, 55 cm, Grey	1.000 Unit(s)	68.00	10.00	Government	\$ 61.20

**Subtotal** \$ 128.70

#### Commercial Installation and Shipping

[Commercial Installation] Commercial Installation (2 man/hr)	1.000 Hour(s)	3,000.00	0.00	Government	\$ 3,000.00
[SHIPPING] Shipping-Equipment	1.000 Unit(s)	2,896.27	0.00	Government	\$ 2,896.27
[Surcharge] Surcharge Manufacturer Surcharge passed along at no markup	1.000 Unit(s)	911.32	0.00	Government	\$ 911.32

**Subtotal** \$ 6,807.59

Sourcewell Contract #052324-TRU  
 Sourcewell Contract #052324-PCR  
 Sourcewell Contract #052324-LFF



Fitness Things  
35539 Schoolcraft Rd.  
Livonia MI 48150  
United States

734.455.8790

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

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<b>Untaxed Amount</b>	\$ 55,973.54
Taxes	\$ 0.00
<b>Total</b>	<b>\$ 55,973.54</b>

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

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Date: January 13, 2026

Subject: Wastewater Treatment Plant Bond Authorizing Ordinance

From: Aaron Vis, Director of Public Works  
Jodi Yenchar, Director of Finance  
Greg Stremers, City Attorney

CC: John Shay, City Manager

Meeting Date: January 20, 2026

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**RECOMMENDATION:**

It is recommended that the City Council adopt an ordinance to provide for improving the existing sewage disposal system of the City; amending and supplementing City ordinances; to authorize the issuance and sale of sewage disposal system revenue bonds; to prescribe the form of the bonds; to provide for the collection of revenues to pay costs of operating and maintaining the sewage disposal system; to provide a reserve fund for the bonds and other outstanding sewage disposal system bonds; to provide for segregating and distributing certain sewage disposal system revenues; to provide for rights of the holders of the bonds and outstanding sewage disposal system bonds; and to provide for other matters relative to the bonds and outstanding sewage disposal system bonds.

**ALIGNMENT WITH STRATEGIC PLAN:**

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

**DISCUSSION:**

In September of 2025, the Council approved a resolution of intent to issue up to \$9,000,000 in revenue bonds to pay for headworks and primary tank improvements at the Wastewater Treatment Plant. The 45-day notice of intent referendum period has passed and the bonds can be issued. The next step in the issuance process is for the Council to adopt the attached bond ordinance, which is necessary to pay for the City's portion of the work.

The revenue bond act, 1933 PA 94, authorizes the issuance of revenue bonds (bonds that are repaid from revenues generated by utility system or other revenue generating operation constructed or improved with the bond proceeds). The proposed ordinance would be adopted under that act which also states that it can be adopted at the meeting at which it is introduced (*i.e.*, superseding the City Charter requirement that an ordinance cannot be adopted at the meeting at which it is introduced).

The bond resolution authorizes borrowing up to \$5,500,000, which is sufficient to fund the headworks improvement project and the equipment for the primary tank rehabilitation project. Additionally, this dollar amount allows the City to take advantage of its ability to designate the wastewater bonds as qualified tax-exempt obligations. Municipalities that issue less than

\$10,000,000 in any given calendar year are able to designate their bonds as qualified tax-exempt obligation. This designation, also known as bank qualification, affords certain financial institutions who purchase these bonds favorable tax treatment. In addition to tax-exempt interest, these institutions are able to deduct their associated cost of carry, i.e. the cost of their deposit base, against other ordinary income. This favorable tax treatment has historically translated to savings of approximately 15 to 20 basis points and is also expected with this issuance.

The bond will be issued within the next month and at an exact amount as determined by city staff in collaboration with the city's independent financial adviser and outside bond counsel. The amount will not exceed \$5,500,000.

**CITY OF WYOMING**  
(Kent County, Michigan)

Ordinance No. 1-26

Council member \_\_\_\_\_, supported by Council member \_\_\_\_\_,  
moved adoption of the following Ordinance:

**AN ORDINANCE TO PROVIDE FOR IMPROVING THE EXISTING SEWAGE DISPOSAL SYSTEM OF THE CITY; AMENDING AND SUPPLEMENTING CITY ORDINANCES; TO AUTHORIZE THE ISSUANCE AND SALE OF SEWAGE DISPOSAL SYSTEM REVENUE BONDS; TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES TO PAY COSTS OF OPERATING AND MAINTAINING THE SEWAGE DISPOSAL SYSTEM; TO PROVIDE A RESERVE FUND FOR THE BONDS AND OTHER OUTSTANDING SEWAGE DISPOSAL SYSTEM BONDS; TO PROVIDE FOR SEGREGATING AND DISTRIBUTING CERTAIN SEWAGE DISPOSAL SYSTEM REVENUES; TO PROVIDE FOR RIGHTS OF THE HOLDERS OF THE BONDS AND OUTSTANDING SEWAGE DISPOSAL SYSTEM BONDS; AND TO PROVIDE FOR OTHER MATTERS RELATIVE TO THE BONDS AND OUTSTANDING SEWAGE DISPOSAL SYSTEM BONDS.**

THE CITY OF WYOMING ORDAINS:

Section 1. Definitions. Except when the context clearly indicates otherwise, the following definitions shall apply to terms used in this ordinance. Terms not defined in this section shall have the definitions provided by the Prior Ordinances (defined below).

- (a) “Act 94” means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) “Additional Bonds” means additional Bonds of equal standing with the Bonds as authorized by the Prior Ordinances or this Ordinance.
- (c) “Authorized Officer” means the City Manager, the Deputy City Manager, and the Finance Director of the City or any one of them acting alone or group of them acting together.
- (d) “Bonds” as defined or used in Chapter 31 and the Prior Ordinances shall include the Series 2026 Bonds, the Prior Bonds, and any Additional Bonds of equal standing hereafter issued.
- (e) “City” means the City of Wyoming, Kent County, Michigan.
- (f) “Construction Fund” means the construction fund created for the Series 2026 Bonds pursuant to this Ordinance.

(g) “Improvements” means improvements to the City’s Sewage Disposal System, including without limitation, the design, acquisition, construction and installation of headworks improvements, including without limitation, replacement of bar screens and installation of new bar screens, acquisition and installation of new screening conveyance systems, new grit conveyance systems, a compactor/washer system, and associated ancillary controls; improvement and rehabilitation of the primary settling tanks, which includes replacement of primary tank scraping and sludge collection infrastructure, motors, weirs, and tank wall repair; the restoration of other property affected by the improvements and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements; and such other Sewage Disposal System improvements as the City shall determine to make.

(h) “Order” shall mean an order signed by the Authorized Officer with respect to the Series 2026 Bonds.

(i) “Ordinance” means this ordinance and any amendments to this Ordinance.

(j) “Paying Agent” means the paying agent designated and serving pursuant to section 8 of this ordinance.

(k) “Prior Bonds” means the Series 2017 Refunding Bonds, the Series 2021 Refunding Bonds, and the Series 2024 Bonds.

(l) “Prior Ordinances” means City Ordinance Numbers 15-96, 7-17, 7-21, and 1-24.

(m) “Revenues” and “Net Revenues” mean the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to “Revenues,” the earnings derived from the investment of moneys in the various funds and accounts established by the Prior Ordinances and this Ordinance and shall include revenues from future improvements, enlargements and extensions of the System.

(n) “Series 2017 Refunding Bonds” means the City’s Sewage Disposal System Revenue Refunding Bonds, Series 2017, authorized by Ordinance 7-17.

(o) “Series 2021 Refunding Bonds” means the City’s Sewage Disposal System Revenue Refunding Bonds, Series 2021, authorized by Ordinance 7-21.

(p) “Series 2024 Bonds” means the City’s Sewage Disposal System Revenue Bonds, Series 2024, authorized by Ordinance No. 1-24.

(q) “Series 2026 Bonds” means the City’s Sewage Disposal System Revenue Bonds, Series 2026, issued pursuant to this Ordinance.

(r) “Sewage Disposal System” or “System” means the entire Sewage Disposal System owned and operated by the City as defined in the Prior Ordinances.

Section 2. Necessity, Public Purpose. It is hereby determined to be necessary for the public health, safety, and welfare of the City to acquire and construct the Improvements to the

System in accordance with the maps, plans, and specifications therefor prepared by the City's consulting engineers, which are hereby approved.

Section 3. Estimate of Cost; Period of Usefulness. The cost of the Improvements is currently estimated by the engineers to be not to exceed \$5,500,000, including the payment of legal, engineering, financial, and other expenses, which estimate of cost is approved and confirmed, and the period of usefulness of the Improvements is estimated to be greater than 21 years.

Section 4. Issuance of Bonds. To pay a portion of the cost of designing, acquiring, and constructing the Improvements, to fund additional deposits to the Bond Reserve Account and to pay the legal and financial expenses and all other expenses incidental to the issuance of the Series 2026 Bonds, the City shall issue its revenue bonds pursuant to the provisions of Act 94 in one or more series in the aggregate principal sum of not to exceed \$5,500,000, as finally determined by the Authorized Officer at the time of sale. Any remaining costs of the Improvements shall be paid from such funds of the System as shall be determined by the Authorized Officer.

Section 5. Bond Terms. The Series 2026 Bonds shall be issued in one or more series with each series issued in fully registered form as to both principal and interest, in denominations of \$5,000 each or any whole multiple of that amount. The Series 2026 Bonds shall be dated the date of delivery, or such other date approved by the Authorized Officer in an Order, and shall mature serially or as term bonds subject to mandatory redemption on such dates and in such amounts as determined by the Authorized Officer at the time of sale in an Order. The Series 2026 Bonds shall bear interest at a rate or rates and shall be payable semiannually on dates all as determined by the Authorized Officer in an Order. The Authorized Officer may determine or alter the Series 2026 Bond terms within the parameters of this resolution as hereafter provided.

Section 6. Payment of Bonds; Pledge of Net Revenues. Principal of and interest on the Series 2026 Bonds shall be paid by the Paying Agent in lawful money of the United States to the person appearing on the Series 2026 Bond registration books as the registered owner thereof. Payment of principal on the Series 2026 Bonds shall be made at the principal office of the Paying Agent. Payment of interest on the Series 2026 Bonds shall be paid to the registered owner at the address as it appears on the registration books as of the determination date. Initially, the determination date shall be the date as of the 15<sup>th</sup> day of the month prior to the payment date for each interest payment; however, the determination date may be changed by the City to conform to market practice.

The principal of and interest on the Series 2026 Bonds, as Additional Bonds authorized by the Prior Ordinances, shall be payable solely from the Net Revenues of the System and the Net Revenues of the System are pledged to the payment of the principal of and interest on the Series 2026 Bonds. To secure the payment of the principal of and interest on the Series 2026 Bonds, there is created pursuant to Act 94 a statutory lien to and in favor of the Bondholders upon the Net Revenues of the System. The statutory lien on the Net Revenues securing the Series 2026 Bonds shall be a first lien of equal standing and priority with respect to the lien on the Net Revenues of the System securing such of the Prior Bonds as remain outstanding. The Net Revenues so pledged shall be and remain subject to such lien until the payment in full of the principal of and interest on the Bonds or until the Bonds are defeased.

The Series 2026 Bonds, including both principal and interest thereon, shall not be a general obligation of the City and shall not constitute an indebtedness of the City for the purpose of any debt limitations imposed by any constitutional, statutory, or charter provisions.

Section 7. Prior Redemption.

(a) The Series 2026 Bonds may be subject to redemption prior to maturity, as a whole or in part, in such order as the City might determine and at the option of the City, on any date, as determined by the Authorized Officer in an Order.

(b) Notice of Redemption. Notice of redemption of the Series 2026 Bonds shall be given by mail to the Registered Owners of the Series 2026 Bonds to be redeemed not less than 30 days prior to the date fixed for redemption, addressed to the Registered Owner at the registered address shown on the registration books of the City maintained by the Paying Agent. Series 2026 Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem the same.

Section 8. Paying Agent and Registration.

(a) Appointment of Paying Agent. From time to time, the Authorized Officer shall designate and appoint a Paying Agent, which may also act as transfer agent and bond registrar. The initial Paying Agent shall be Argent Institutional Trust Company, Grand Rapids, Michigan, or such other Paying Agent designated by the Authorized Officer. The Authorized Officer is authorized to remove the Paying Agent and to appoint a successor Paying Agent. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than 60 days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Series 2026 Bonds.

(b) Book-Entry Eligible. At the option of the initial purchaser, the Series 2026 Bonds may be issued initially in book-entry-only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for the Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Series 2026 Bonds, purchase of the Series 2026 Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof, and purchasers will not receive certificates representing their interest in Series 2026 Bonds purchased. Payment of principal and interest will be made by the Paying Agent to DTC. While the Series 2026 Bonds are held in book-entry-only form, the Series 2026 Bonds shall be transferred in accordance with the procedures established by DTC. So long as the Series 2026 Bonds are registered to DTC or another bond depository, the Paying Agent or bond registrar shall have no responsibility with respect to such transfers. The Authorized Officer shall have the authority from time to time to appoint a successor depository trustee to serve in the place of DTC. While the Series 2026 Bonds are issued in book-entry-only form the Paying Agent shall serve as paying agent only

(c) Registration of Bonds Outside of Book-Entry. If book-entry form is not chosen or is discontinued, the following provisions would apply to the Series 2026 Bonds. Registration of the Series 2026 Bonds shall be recorded in the registration books of the City kept by the Paying Agent. Bonds may be transferred only by submitting the same to the Paying Agent, together with a satisfactory instrument of transfer signed by the Registered Owner or the

Registered Owner's legal representative duly authorized in writing, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in the same aggregate outstanding principal amount as the Bond submitted for transfer. No transfer of Series 2026 Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the City and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Series 2026 Bond to the Registered Owner thereof shall constitute a valid discharge of the City's liability upon such Bond to the extent of such payment. No Series 2026 Bond shall be transferred less than 15 days prior to an interest payment date nor after the Series 2026 Bond has been called for redemption.

Section 9. Bond Form. The Series 2026 Bonds shall be substantially in the form attached as Exhibit A, which is incorporated by reference, with such completions, changes, and additions as may be recommended by the City's bond counsel and approved by the officers of the City signing the Series 2026 Bonds.

Section 10. Execution of Bonds. The Mayor or the Mayor Pro Tem and the Clerk or the Deputy Clerk of the City are authorized and directed to sign the Series 2026 Bonds, either manually or by facsimile signature, on behalf of the City. Upon execution, the Series 2026 Bonds shall be delivered to the purchaser of the Series 2026 Bonds.

Section 11. Sale of Bonds. The Series 2026 Bonds shall be sold pursuant to a competitive sale. The Authorized Officer shall set the date and time for sale of the Series 2026 Bonds, which date shall be at least seven (7) days after the publication of the official notice of sale and the Authorized Officer shall cause notice of the sale of the Series 2026 Bonds to be published in The Bond Buyer, which notice shall be in such form as is approved by the Authorized Officer. Following the receipt of such bids, the Authorized Officer is authorized to award the Series 2026 Bonds to the successful bidder therefor or reject all bids and negotiate the sale of the Series 2026 Bonds with a selected purchaser.

Section 12. Authorized Officer. The Authorized Officer is designated and authorized, for and on behalf of the City, without further City Council approval, to do all acts and to take all necessary steps required to effectuate the sale, issuance, and delivery of the Series 2026 Bonds. Notwithstanding any other provision of this Ordinance, the Authorized Officer is authorized within the limitations of this Ordinance to determine the specific interest rate or rates to be borne by the Series 2026 Bonds, the maximum interest rate, amount of discount or premium, the principal amount, denominations, interest payment dates, dates of maturities, and amount of maturities, the amount of good faith deposit, if any, optional and mandatory redemption rights, term bond options, the title of the Series 2026 Bonds, date of issuance, and other terms and conditions relating to the Series 2026 Bonds and the sale thereof. The authority granted to the Authorized Officer by this Section, is subject to the following limitations:

- (a) The par amount of the Series 2026 Bonds shall not exceed \$5,500,000.
- (b) The Series 2026 Bonds shall not be sold at a price that would make the true interest cost of the Series 2026 Bonds exceed 7.00%.

(c) The final maturity date of the Series 2026 Bonds shall not be later than December 1, 2045.

(d) The Series 2026 Bonds shall not be sold at a price that is less than 98% of the par value of the Series 2026 Bonds.

The Authorized Officer is hereby authorized for and on behalf of the City, without further City Council approval, to: (a) approve the circulation of a preliminary and a final Official Statement describing the Series 2026 Bonds; (b) negotiate the sale of the Series 2026 Bonds and enter into a Purchase Agreement or otherwise award the bid for the sale of the Series 2026 Bonds; (c) purchase municipal bond insurance, if considered necessary, as additional security for the bondholders; (d) apply to rating agencies for a rating on the Series 2026 Bonds; (e) make any elections or designations relating to the Series 2026 Bonds pursuant to the Code; and (f) do all other acts and take all other necessary procedures required to effectuate the sale, issuance, and delivery of the Series 2026 Bonds.

Approval by the City of the matters delegated in this section or any other sections may be evidenced by the execution of an order or by the execution or approval of such documents by the Authorized Officer. The Authorized Officer, the Clerk and the Treasurer, or any one or more of them, are authorized to execute any orders, receipts, agreements, pledge agreements, bond purchase agreements, security reports, a blanket letter of representations, documents or certificates necessary to complete the transaction, including, but not limited to, any issuer's certificate, any certificates relating to federal or state securities laws, rules or regulations, and any applications to the Michigan Department of Treasury, including, but not limited to, the Application for State Treasurer's Approval to Issue Long-Term Securities and applications for any waivers required for the issuance of the Series 2026 Bonds. The Authorized Officer shall have the power to approve such policies as deemed necessary to comply with federal securities and tax laws, which shall be binding on the City. The Authorized Officer is authorized to select and retain on behalf of the City such professional services as the Authorized Officer deems necessary for the Series 2026 Bonds. References to any officer by title in this Ordinance includes that officer's deputies, designees and superiors.

Section 13. Construction Fund. The proceeds of the Series 2026 Bonds shall be deposited in the Construction Fund. Such moneys shall be used solely for the purpose for which the Series 2026 Bonds were issued. Any unexpected balance in the Construction Fund remaining after completion of the Improvements may be used for such purposes as allowed by law. After completion of the Improvements and disposition of remaining Series 2026 Bond proceeds, if any, pursuant to the provisions of this Section, the Construction Fund shall be closed.

Section 14. Bond Reserve Fund. The Reserve Account in the Bond and Interest Redemption Fund, as established by the Prior Ordinances, shall be increased, if necessary, in such amounts so that upon issuance of the Series 2026 Bonds, the Bond Reserve Account shall total a sum equal to the lesser of (a) the maximum annual principal and interest requirements on the Bonds outstanding after issuance of the additional Bonds; (b) 125% of the average annual debt service on the Bonds after issuance of the additional Bonds; or (c) an amount equal to 10% of the principal amount of the Bonds. If it is necessary to increase the amount in the Bond Reserve Account, the City shall deposit a sum from moneys on hand in the System and or proceeds of the Series 2026

bonds prior to or concurrently with the delivery of the Series 2026 Bonds so that the Bond Reserve Account is fully funded as of the delivery of the Series 2026 Bonds.

Section 15. Defeasance. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on the Series 2026 Bonds, shall be deposited in trust, this ordinance shall be defeased and the owners of the Series 2026 Bonds shall have no further rights under this ordinance except to receive payment of the principal of, premium, if any, and interest on the Series 2026 Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Series 2026 Bonds as provided herein.

Section 16. Bonds Mutilated, Lost, or Destroyed. If any Bond shall become mutilated, the City, at the expense of the Bondholder, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the Paying Agent and, if this evidence is satisfactory to both the City and the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the City, at the expense of the owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor, which shall bear the statement required by Act 354, Public Acts of Michigan, 1972, as amended, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

Section 17. Municipal Bond Insurance. The Authorized Officer is hereby authorized to acquire municipal bond insurance to enhance the marketability of the Series 2026 Bonds. If the City or the purchaser of the Series 2026 Bonds acquires municipal bond insurance from a municipal bond insurer (the “Insurer”), the Authorized Officer is hereby authorized to take all actions, and to execute any documents, certificates, orders, applications, agreements, conditions, covenants or other instruments necessary to effectuate the issuance of the policy of bond insurance, including, but not limited to the execution of an order or agreement containing such provisions as the Insurer may require with respect to the insurance and the Insurer, which shall be binding on the City in the same manner as if contained herein. The Authorized Officer is further authorized to sign such agreements or other documents and to pay such fees as are required for the City to become a member of a mutual insurance company.

Section 18. Continuing Disclosure. The City agrees to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (a) on or prior to the date determined by the Authorized Officer, commencing with the first fiscal year ending after the issuance of the Series 2026 Bonds, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year (or if audited financial statements are not available, unaudited financial statements), generally consistent with certain information that was contained or cross-referenced in the Official Statement relating to the Series 2026 Bonds, (b) timely notice of the occurrence of

certain material events with respect to the Series 2026 Bonds, and (c) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (a) above.

Section 19. Official Statement. The City is hereby authorized to approve, execute, and deliver a Preliminary Official Statement relating to the Series 2026 Bonds in such form as the Authorized Officer shall approve. The Authorized Officer is hereby authorized and directed to approve, execute and deliver the Official Statement on behalf of the City with such changes or modifications as they deem necessary in order to assure that the statements therein are true, and that it does not contain any untrue statement or material fact and does not omit a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading.

Section 20. Tax Covenant. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Series 2026 Bonds from gross income for federal income tax purposes under the Code, including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Series 2026 Bond proceeds and moneys deemed to be Series 2026 Bond proceeds.

Section 21. Qualified Tax-Exempt Obligation. The City reasonably anticipates that the amount of qualified tax-exempt obligations that will be issued by the City and on behalf of the City and all subordinate entities during the calendar year 2026 shall not exceed \$10,000,000. The City hereby designates the Series 2026 Bonds in their total principal amount as “qualified tax-exempt obligations” for purposes of Code Section 265(b)(3)(B).

Section 22. Bond Counsel. Dickinson Wright PLLC, Grand Rapids, Michigan, is appointed to act as bond counsel for the Series 2026 Bonds and the Authorized Officer is authorized to enter into an engagement letter with bond counsel with such fees as are indicated in the reports of the City’s financial advisor. The City acknowledges that Dickinson Wright PLLC represents a number of purchaser’s in public finance matters and consents to Dickinson Wright PLLC’s representation of the City as bond counsel notwithstanding the firm’s representation of the purchaser in matter unrelated to the issuance of the Series 2026 Bonds, and waives any conflict of interest.

Section 23. Subject to Prior Ordinances. Except to the extent supplemented or otherwise provided in this Ordinance, all of the provisions and covenants provided in the Prior Ordinances shall apply to the Series 2026 Bonds.

Section 24. Publication and Recordation. This Ordinance shall be published once in full in a newspaper of general circulation in the City qualified under state law to publish legal notices, and the same shall be recorded in the records of the City and such recording authenticated by the signatures of the Mayor or Mayor Pro Tem and the City Clerk.

Section 25. Ordinance Subject to Michigan Law. The provisions of this Ordinance are subject to the laws of the State of Michigan.

Section 26. Section Headings. The section headings in this ordinance are for convenience of reference only and are not a part of this ordinance.

Section 27. Severability. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

Section 28. Effective Date. Pursuant to Section 6 of Act 94, this Ordinance shall be approved on the date of first reading and this ordinance shall be effective immediately upon its adoption.

YEAS: Council Members \_\_\_\_\_

\_\_\_\_\_

NAYS: Council Members \_\_\_\_\_

ABSTAIN: Council Members \_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

ORDINANCE DECLARED ADOPTED.

\_\_\_\_\_  
Kent Vanderwood, Mayor

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

### CERTIFICATION

As the duly qualified and acting Clerk of the City of Wyoming, Michigan I certify that this is a true and complete copy of an ordinance adopted by the City Council at a meeting held on January 20, 2026, and that notice of that meeting complied with Act 267, Public Acts of Michigan, 1976, as amended.

Dated: January 20, 2026

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

**EXHIBIT A**

**UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF KENT  
CITY OF WYOMING  
SEWAGE DISPOSAL SYSTEM REVENUE BONDS, SERIES 2026**

**Interest Rate                      Maturity Date                      Date of Original Issue                      CUSIPS**

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Registered Owner:

Principal Amount:

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The City of Wyoming, Kent County, Michigan (the “City”), acknowledges it is indebted and, for value received, promises to pay to the Registered Owner specified above, or registered assigns, out of the net revenues of the Sewage Disposal System of the City (the “System”), including all appurtenances, additions, extensions and improvements thereto after provision has been made for reasonable and necessary expenses of operation, maintenance and administration of the System (the “Net Revenues”), the Principal Amount specified above, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, in lawful money of the United States of America, together with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, at the Interest Rate per annum specified above, first payable the first day of June and December of each year, beginning December 1, 2026, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

This Bond is one of a total authorized issue of bonds of even date and like tenor, except as to date of maturity, amount and rate of interest, numbered in order of registration, aggregating, the principal sum of \$[INSERT AMOUNT]; issued in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended, and City Ordinance Nos. 15-96; 7-17; 7-21, 1-24 and [INSERT NUMBER] (together, the “Ordinance”), for the purpose of paying the costs of improvements to the City’s Sewage Disposal System, including without limitation, the design, acquisition, construction and installation of electrical and mechanical improvements at the City’s clean water plant. This Bond is a self-liquidating Bond and is not a general obligation of the City within any constitutional or statutory limitation but is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on this Bond are secured by a statutory lien on the Net Revenues.

The City hereby covenants and agrees to fix, and maintain at all times while any of the Bonds shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the principal of and interest upon all such Bonds as and when the same become due and payable, to maintain a bond and interest redemption fund, a bond reserve account and to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinance. The Bonds of this series shall have equal standing with the City’s Sewage Disposal System Revenue Refunding Bonds, Series 2017, Sewage Disposal System Revenue Refunding Bonds, Series 2021, and Sewage Disposal System Revenue Bonds, Series 2024. For a complete statement of the revenues from which, and the conditions under which, this Bond is payable, a statement of the conditions under which additional bonds of equal or subordinate standing may hereafter be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the Ordinance.

Principal of this Bond is payable at the principal office of Argent Institutional Trust Company, Grand Rapids, Michigan, or such other Paying Agent as the City may hereafter designate (the “Paying Agent”) by notice mailed to the Registered Owner not less than sixty (60) days prior to the next interest payment date. Interest on this Bond is payable to the Registered Owner of record as of the fifteenth (15<sup>th</sup>) day of the month preceding the payment date as shown on the registration books of the City maintained by the Paying Agent by check or draft mailed to the Registered Owner at the Registered Address.

Bonds maturing on [INSERT DATE] (the “Term Bonds”), are subject to mandatory redemption prior to maturity in part, by lot, on each December 1, commencing [INSERT DATE], and will be redeemed at the par value thereof plus accrued interest to the redemption date on June 1 of each of the following years in the amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount</u>
------------------------	-------------------------

Term Bonds purchased by the City and delivered to the Paying Agent for cancellation or which are redeemed in a manner other than by mandatory redemption, shall reduce the principal amount of the Term Bonds subject to mandatory redemption by the amount of the Bonds so redeemed, in the order determined by the City.

Bonds maturing on or before [INSERT DATE], shall not be subject to redemption prior to maturity. Bonds maturing on or after [INSERT DATE], are subject to redemption prior to maturity as a whole or in part, at the option of the City, in such order as the City shall determine, on any dates, on or after [Insert date]. Bonds called for redemption shall be redeemed at the par value thereof and accrued interest to the date of redemption, without a premium.

Notice of the call of any Bonds for redemption shall be given by first class mail not less than thirty (30) days prior to the date fixed for redemption, to the Registered Owner at the registered address. Bonds called for redemption shall not bear interest after the date fixed for

redemption, provided funds are on hand with the Paying Agent to redeem such Bonds. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption of Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed, a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. So long as the book-entry-only system remains in effect, the Paying Agent will give notice to Cede & Co., as nominee of The Depository Trust Company, a New York corporation, only and only Cede & Co. will be deemed to be a holder of the Bonds.

This Bond shall be registered in the name of the Registered Owner on the registration books kept by the Paying Agent and such registration noted hereon, and thereafter no transfer shall be valid unless made upon the registration books and likewise noted hereon. This Bond is exchangeable at the request of the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the office of the Paying Agent, but only in the manner, subject to the limitations and at his sole expense, for other bonds of an equal aggregate amount, upon surrender of this Bond to the Paying Agent. Upon such transfer, a new registered bond or bonds of the same series and the same maturity of authorized denomination will be issued to the transferee in exchange therefor.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the City including this Bond, does not exceed any charter, constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Wyoming, Kent County, Michigan, by its City Council, has caused this Bond to be signed, by the manual or facsimile signatures of its Mayor and its Clerk, all as of the Date of Original Issue specified above.

---

Kent Vanderwood, Mayor

---

Kelli A. VandenBerg, Clerk

**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This Bond is one of the Issuer’s \$[INSERT AMOUNT] Sanitary Sewer System Revenue Bonds, Series 2026, and has been registered in the name of the Registered Owner designated on the face thereof in the bond register maintained for the Issuer.

**Argent Institutional Trust Company**

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

\_\_\_\_\_  
As Paying Agent/Bond Registrar/Transfer Agent

**WRONGFUL USE OF CERTIFICATE**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(please print or type social security number or taxpayer identification number and name and address of transferee)

the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

In the presence of: \_\_\_\_\_

**Notice:** The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is

made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his City to act must accompany the bond.

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

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

ORDINANCE NO. 2-26

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF THE CITY OF WYOMING BY ADDING SUBSECTION (149) TO REZONE 1277, 1391, 1402, AND 1509 36<sup>th</sup> STREET SW FROM R-2 RESIDENTIAL DISTRICT TO RO-1 RESTRICTED OFFICE 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 (149) to read as follows:

- (149) (a) To rezone the following described property at 1509 36<sup>th</sup> St SW (parcel number 41-17-14-351-025) from R-2 Residential District to RO-1 Resitricted Office District:

PART SW 1/4 COM 460.46 FT E OF SW COR OF SEC TH N PARL WITH W SEC LINE 217 FT TH E PARL WITH S SEC LINE 200 FT M/L TO E LINE OF W 1/2 SW 1/4 SW 1/4 TH S ALONG SD E LINE 217 FT TO S SEC LINE TH W TO BEG \* SEC 14 T6N R12W 1.00 A.

- (b) To rezone the following described property at 1402 36<sup>th</sup> St SW (parcel number 41-17-23-101-027) from R-2 Residential District to RO-1 Resitricted Office District:

LOTS 1 & 2 BLK 1 \* MC COLLUM PLAT

- (c) To rezone the following described property at 1391 36<sup>th</sup> St SW (parcel number 41-17-14-381-021) from R-2 Residential District to RO-1 Resitricted Office District:

LOTS 347 & 348 \* SUNSET PARK

- (d) To rezone the following described property at 1277 36<sup>th</sup> St SW (parcel number 41-17-14-383-024) from R-2 Residential District to RO-1 Resitricted Office District:

LOT 299 & E 25 FT OF LOT 300 \* SUNSET PARK SPLIT/COMBINED ON 06/09/2015 FROM 41-17-14-383-020, 41-17-14-383-022

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 \_\_\_\_\_, 2026.

Ordinance No. 2-26  
Introduced: 01.20.2026  
Adopted: \_\_\_\_\_

# CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509  
616.530.7259 | wyomingmi.gov

January 14, 2026

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request for a rezoning from R-2 Residential District to RO-1 Restricted Office District at 1509, 1402, 1391, and 1277 36<sup>th</sup> Street SW (Sections 14 and 23)(Wyoming Planning Staff)

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 December 16, 2025. At the meeting, staff recommended approval of the rezoning request and a motion was made by Randall, supported by Van Duren, to recommend that City Council approve the proposed rezoning. The motion to approve this rezoning request passed unanimously.

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

The subject parcels are all zoned as R-2 residential, yet operating as commercial businesses. These discrepancies between zoning and land use are the result of a series of narrowly-tailored variances. Each variance was unique to the property and the applicant's business. For example, one of the properties has a variance to operate a dental office. These narrowly-tailored variances may have been granted with the best of intentions and allow for the properties to return to residential uses. However, over decades since the variances were granted, improvements to the properties have made them both more and more suitable for office uses and less and less suitable for residential uses. As property owners and business owners look to retire or convey these properties to new ownership, they are struggling to find tenants or buyers that satisfy the narrow constraints of these variances. Staff worked to identify the properties along this corridor with these specific variances and recommends rezoning them to RO-1 Restricted Office to allow for a wider variety of users that still respect the intent of the variances and the current conditions of the properties.

No members of the public offered comment. Commissioner Hall asked whether any other nearby properties had similar variances and staff informed him that these were all of the properties with these narrowly-tailored use variances along 36<sup>th</sup> Street.

If approved for the proposed rezoning, the property owner would not be required to make any changes to their properties and would still need site plan approval for redevelopment of their properties.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

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

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION  
AGENDA ITEM  
NO. 2

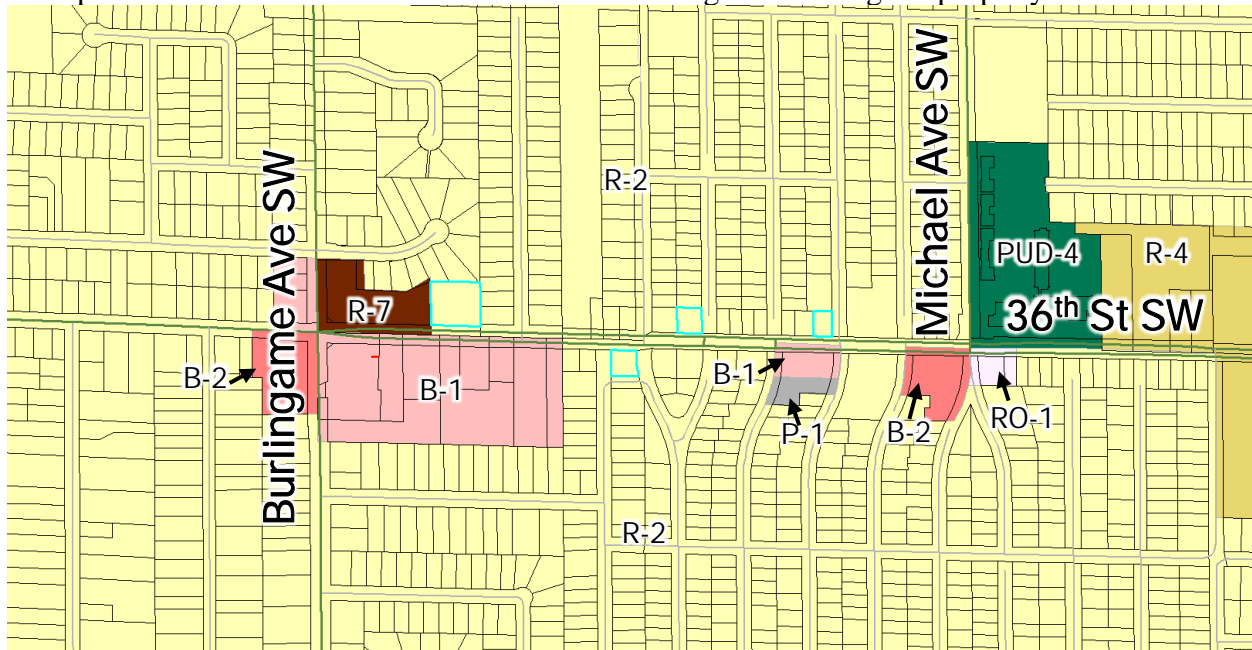
**DATE DISTRIBUTED:** December 9, 2025  
**PLANNING COMMISSION DATE:** December 16, 2025  
**ACTION REQUESTED:** Request for Rezoning from R-2 Residential District to RO-1 Restricted Office District  
**REQUESTED BY:** Wyoming Planning Staff  
**REPORT PREPARED BY:** Paul Smith, Assistant Director of Community & Economic Development

**GENERAL LOCATION DESCRIPTION:**

The properties are located at 1277, 1391, 1402, and 1509 36<sup>th</sup> Street SW. The properties are situated along 36<sup>th</sup> Street Corridor between Burlingame Avenue SW and Michael Avenue SW, ranging in size from approximately 0.17 to 0.81 acres.

**EXISTING ZONING CHARACTERISTICS:**

These parcels are zoned R-2 Residential District. Zoning surrounding the property follows:



North: R-2 Residential District

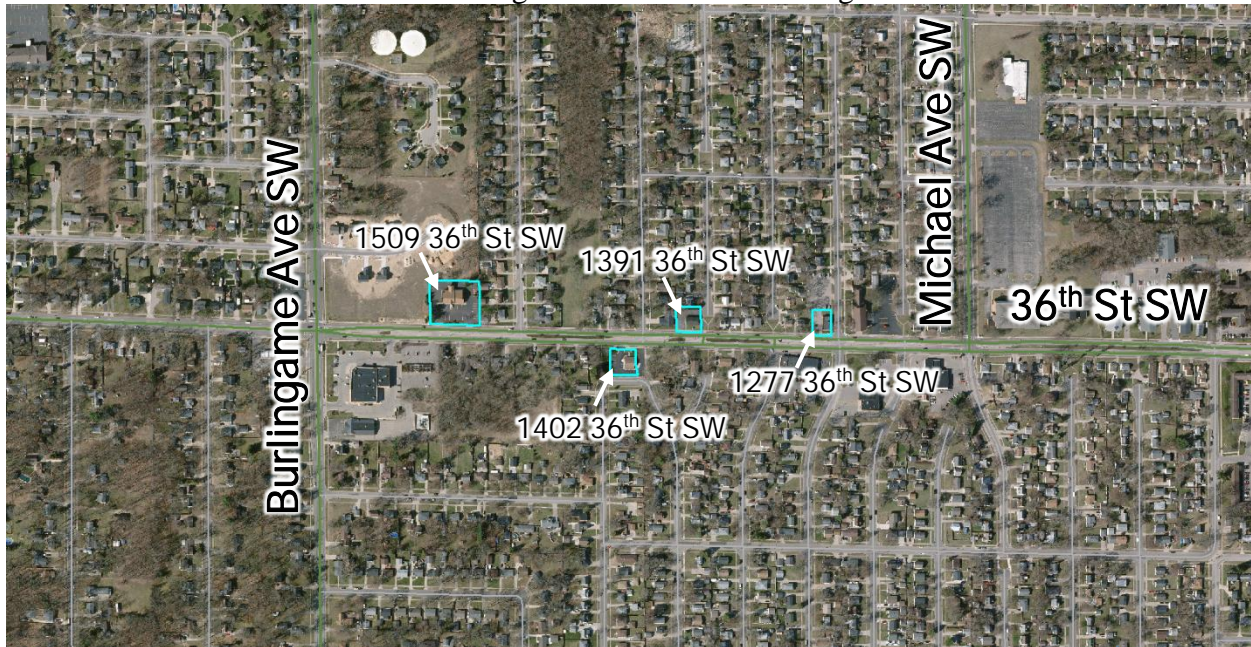
South: R-2 Residential District, B-1 Local Business District, B-2 General Business District, P-1 Vehicular Parking District

East: R-2 Residential District, B-1 Local Business District, P-1 Vehicular Parking District, RO-1 Restricted Office District, B-2 General Business District, PUD-4 General Planned District, R-4 Residential District

West: R-2 Residential District, B-1 Local Business District, R-7 Residential District, B-2 General Business District

**EXISTING LAND USE:**

Across the four parcels, each site has an existing building relating to office, financial institution, or medical office uses. Uses surrounding the site are the following:



North: Residential – Single Family, Daycare

South: Residential – Single Family, Commercial – Restaurant, Retail

East: Residential – Single Family, Place of Worship, Fire Station #4, Multi-Family

West: Residential – Single Family, Commercial – Gasoline Station, Car Wash, Restaurant, Florist, Professional Services

**PROJECT INFORMATION:**

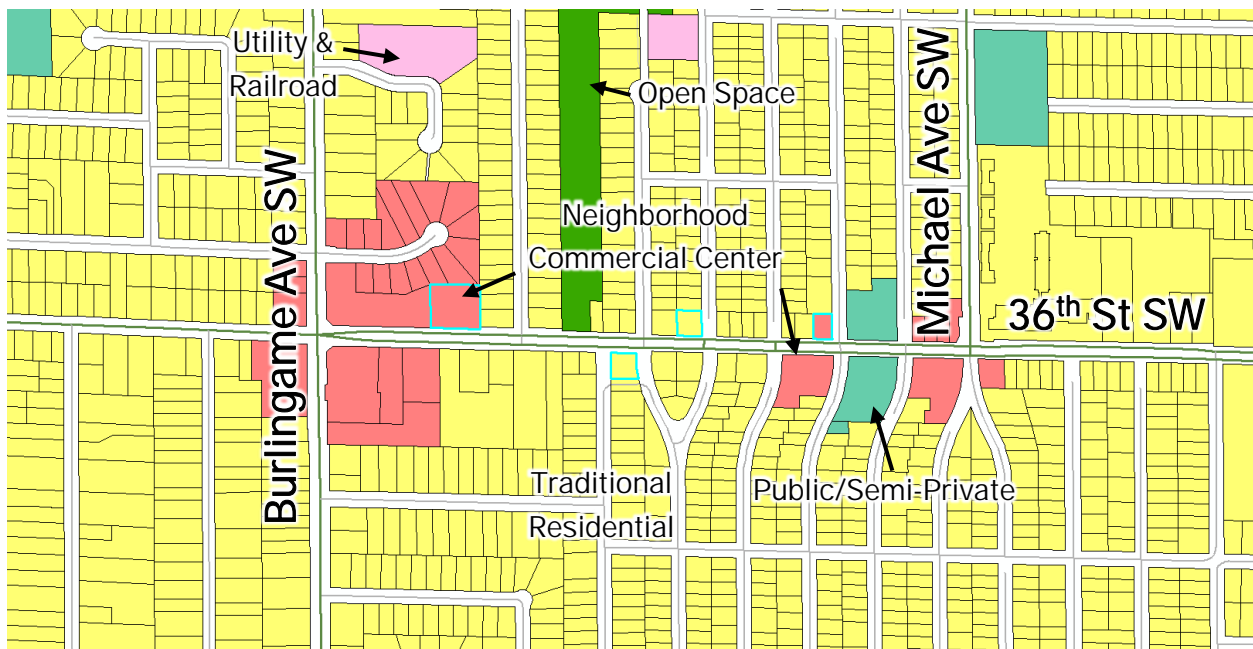
The subject parcels are all zoned as R-2 residential, yet operating as commercial businesses. These discrepancies between zoning and land use are the result of a series of narrowly-tailored variances. Each variance was unique to the property and the applicant’s business. For example, one of the properties has a variance to operate a dental office. These narrowly-tailored variances may have been granted with the best of intentions and allow for the properties to return to residential uses. However, over decades since the variances were granted, improvements to the properties have made them both more and more suitable for office uses and less and less suitable for residential uses. As property owners and business owners look to retire or convey these properties to new ownership, they are struggling to find tenants or buyers that satisfy the narrow constraints of these variances. Staff worked to identify the properties along this corridor with these specific variances and recommends rezoning them to RO-1 Restricted Office to allow for a wider variety of users that still respect the intent of the variances and the current conditions of the properties.

**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 these parcels as either Traditional Residential or Local Neighborhood Commercial Center. The Master Plan contemplates commercial development along this corridor and encourages areas of transition between neighborhood commercial centers and traditional residential to “support businesses, create community identity, and activate the area.” These rezonings satisfy this standard by legitimizing commercial properties that are “sensitive to surrounding residential areas and reflect local scale and character.”



(b) *Compatibility of the allowed uses with existing and future land uses;*

These properties are already being used for a variety of commercial office uses, which are compatible with the proposed RO-1 Restricted Office zoning and required a use variance to be permitted in their current R-2 Residential zoning. Expanding the permitted uses to include a broader group of commercial office uses will not have an adverse effect on neighboring properties.

(c) *Capability of the property to be served by public services;*

The subject properties are already served by public services and the proposed zoning would not impact their ability to be so.

(d) *Ability of the property to be used as currently zoned; and*

The subject properties are already developed as commercial offices. A number of the

structures were originally built as single family homes and converted for office use, but those conversions have made them unsuitable for residential use and converting them back to residential use would be prohibitively expensive.

- (e) *Appropriateness of all uses allowed within the proposed district at the property location.* The RO-1 Restricted Office district allows for a variety of commercial office uses, and up to 25% of the ground floor can be used for the retail and services uses allowed in the B-1 Local Business district. These small-scale commercial uses are appropriate for properties fronting a commercial corridor and abutting a residential neighborhood.

## **STAFF COMMENTS**

### *(A) Dimensional Standards*

The dimensional standards for RO-1 Restricted Office are less restrictive than R-2 Residential. The minimum lot area is 1,900 square feet smaller and the front yard set back is 5 ft narrower. Some of the subject parcels do not meet the minimum dimensional standards for their current R-2 Residential zoning districts, but all of the subject parcels meet the minimum dimensional standards for the proposed RO-1 Restricted Office zoning district. The differences in dimensional standards are unlikely to result in any parcel splits.

### *(B) Location*

The subject properties are all located along the 36<sup>th</sup> commercial corridor and their primary ingress and egress are onto that thoroughfare.

### *(C) Process*

The Planning Commission is only considering the rezoning of these parcels. The rezoning will receive two readings at City Council.

- December 16 – Planning Commission considers rezoning request.
- January 5 – City Council hears the first reading of the rezoning request.
- February 2 – City Council hears the second reading of the rezoning request.

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

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

These properties are currently limited by their mismatched zoning and land use. Allowing these properties to be leased and sold for a variety of commercial office uses will increase their property values and the economic strength of the City of Wyoming.

## **PLANNING COMMISSION ACTION:**

The Development Review Team recommends the Planning Commission grant the RO-1 rezoning

request at 1277, 1391, 1402, and 1509 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, Deputy City Manager

US-131 (Section 36) (Lakewood Architecture, Ed Rietman)

Hyble explained that 56<sup>th</sup> Street west of Clay Avenue is currently an asphalt road that primarily serves two adjacent properties and terminates just east of US-131. Street vacations reduce the City's maintenance responsibilities, positively impact the surrounding parcels, and improve the function of adjacent uses.

The portion of 56<sup>th</sup> Street proposed to be vacated does not need to be public ROW since adjacent properties are all owned by the same owner; therefore no adjacent property owners will lose access to their properties as a result of the vacation. The vacation would benefit the City since the roadway vacated would no longer need to be maintained by the City.

The section of 56<sup>th</sup> Street proposed to be vacated has been used on several occasions as an emergency egress route for vehicles trapped on Clay Avenue as a result of Buck Creek flooding the road, following an intense rainfall. Trapped vehicles have used 56<sup>th</sup> Street, 505 56<sup>th</sup> Street, and the US-131 northbound exit ramp to access 56<sup>th</sup> Street during flooding events that closed Clay Avenue. An agreement for emergency egress access will be finalized between Wyoming Engineering and the owner of 505 56<sup>th</sup> Street before 56<sup>th</sup> Street is vacated to guarantee vehicles the ability to exit Clay Avenue even when the road is flooded.

Micele opened the public hearing at 7:05PM.

There was no public comment and the hearing was closed.

A motion was made by Weller, supported by Lamer to approve the proposed right-of-way vacation and recommend the same to City Council.

Hall asked who would be responsible for maintaining the emergency route after the vacation.

Hyble said it would be said it would be the responsibility of the property owner.

A vote on the motion passed unanimously.

#### AGENDA ITEM NO. 2

Request for a special land use for a rezoning from R-2 Residential District to RO-1 Restricted Office District at 1277, 1391, 1402, and 1509 36<sup>th</sup> St SW (Section 14 & 23) (Wyoming Planning Staff)

Smith explained that the sites are all zoned R-2 Residential District and outlined the various uses of the surrounding land.

Smith said that the subject parcels are all zoned as R-2 residential, yet operating as commercial businesses. These discrepancies between zoning and land use are the result of a series of narrowly-tailored variances. Each variance was unique to the property and the applicant's business. For example, one of the properties has a variance to operate a dental office.

These narrowly-tailored variances may have been granted with the best of intentions and allow for the properties to return to residential uses. However, over decades since the variances were granted, improvements to the properties have made them both more and more suitable for office uses and less and less suitable for residential uses.

As property owners and business owners look to retire or convey these properties to new ownership, they are struggling to find tenants or buyers that satisfy the narrow constraints of these variances. Staff worked to identify the properties along this corridor with these specific variances and recommends rezoning them to RO-1 Restricted Office to allow for a wider variety of users that still respect the intent of the variances and the current conditions of the properties.

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 these parcels as either Traditional Residential or Local Neighborhood Commercial Center. The Master Plan contemplates commercial development along this corridor and encourages areas of transition between neighborhood commercial centers and traditional residential to "support businesses, create community identity, and activate the area." These rezonings satisfy this standard by legitimizing commercial properties that are "sensitive to surrounding residential areas and reflect local scale and character."

(B) *Compatibility of the allowed uses with existing and future land uses;*

These properties are already being used for a variety of commercial office uses, which are compatible with the proposed RO-1 Restricted Office zoning and required a use variance to be permitted in their current R-2 Residential zoning. Expanding the permitted uses to include a broader group of commercial office uses will not have an adverse effect on neighboring properties.

(C) *Capability of the property to be served by public services;*

The subject properties are already served by public services and the proposed zoning would not impact their ability to be so.

(D) *Ability of the property to be used as currently zoned; and*

The subject properties are already developed as commercial offices. A number of the structures were originally built as single family homes and converted for office use, but

those conversions have made them unsuitable for residential use and converting them back to residential use would be prohibitively expensive.

(D) *Appropriateness of all uses allowed within the proposed district at the property location.*  
The RO-1 Restricted Office district allows for a variety of commercial office uses, and up to 25% of the ground floor can be used for the retail and services uses allowed in the B-1 Local Business district. These small-scale commercial uses are appropriate for properties fronting a commercial corridor and abutting a residential neighborhood.

Staff comments

(A) *Dimensional Standards*

The dimensional standards for RO-1 Restricted Office are less restrictive than R-2 Residential. The minimum lot area is 1,900 square feet smaller and the front yard set back is 5 ft narrower. Some of the subject parcels do not meet the minimum dimensional standards for their current R-2 Residential zoning districts, but all of the subject parcels meet the minimum dimensional standards for the proposed RO-1 Restricted Office zoning district. The differences in dimensional standards are unlikely to result in any parcel splits.

(B) *Location*

The subject properties are all located along the 36<sup>th</sup> commercial corridor and their primary ingress and egress are onto that thoroughfare.

(C) *Process*

The Planning Commission is only considering the rezoning of these parcels. The rezoning will receive two readings at City Council.

- December 16 – Planning Commission considers rezoning request.
- January 5 – City Council hears the first reading of the rezoning request.
- February 2 – City Council hears the second reading of the rezoning request.

Smith said that the Development Review Team recommends the Planning Commission grant the RO-1 rezoning request at 1277, 1391, 1402, and 1509 36<sup>th</sup> Street SW and recommend the same to City Council.

Micele opened the public hearing at 7:11PM.

There was no public comment, and the hearing was closed.

A motion was made by Randall, supported by Zapata to grant the RO-1 rezoning request at 1277, 1391, 1402, and 1509 36<sup>th</sup> ST SW and recommend the same to City Council.

Hall asked if there were more properties like these along 36th Street.

Smith replied that this request had captured all of the relevant parcels.

A vote on the motion passed unanimously.

### AGENDA ITEM NO. 3

Request for a special land use for a drive-through restaurant at 5640 Wilson Ave SW (Section 32) (Matt Vanwoerkom)

Blair explained that the site is zoned PUD-1 Low Density Planned Unit Development and outlined the various uses of the surrounding land.

Blair said that the applicant is proposing two buildings (10,000 sq ft and 7,480 sq ft) on the site, with the larger of the two buildings being broken down as a multi-tenant building. This building is proposed to have the drive-through use that is the subject of the Special Use request. Both of these buildings will house B-1 uses, which are allowed as part of the PUD-1 development plan. The applicant is also proposing landscaping to replace elements of natural areas that will be cleared for the development. The site will be accessed indirectly from both Wilson Avenue SW and 56<sup>th</sup> Street SW, and provide adequate parking for the expected retail, commercial, medical, and office space proposed.

Conformance with ordinance standards and findings of fact:

Section 90-507(3) establishes general review standards for special approval uses:

- (a) *The possible substantial and permanent adverse effect on neighboring property.*  
The proposed use is not expected to have any adverse effect on the neighboring property. The applicant has proposed a design for the drive-through window that will place the pickup area behind the building, with stacking spaces independent of required drive aisles.
- (b) *The consistency with the spirit, purpose and intent of this chapter.*  
The proposed use aligns with the spirit, purpose, and intent of the zoning code to regulate proper land use and provide adequate services to the residents of Wyoming.
- (c) *The possible adverse effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.*  
The applicant's proposal provides adequate parking for the proposed use, and the City's Engineering Office is comfortable with the ingress/egress and circulation plans provided. It is unlikely that the proposed use will have an adverse effect on traffic.
- (d) *The tendency of the proposed use to create any type of blight within the immediate area.*