



AGENDA
WYOMING CITY COUNCIL MEETING
COUNCIL CHAMBERS
MONDAY, MAY 4, 2026, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation – Rick South, Abundant Life 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 April 20, 2026, Regular Meeting
- 6) Approval of Agenda**
- 7) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialogue or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
 - 7:01 p.m. Proposed City of Wyoming Budget for 2026-2027
 - 7:02 p.m. To Consider Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for LOK Grips in Industrial Development District No. 269
 - 7:03 p.m. To Consider Special Assessment Roll #26-825 for the Kent Industrial Center Median Irrigation System and Maintenance Costs
- 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 dialogue 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. 2025 Public Safety Annual Report
 - 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**

13) Consent Agenda

All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.

- a) To Appoint Brianna Misiak as a Member of the Economic Development Corporation/Brownfield Development Authority for the City of Wyoming

14) Resolutions

- b) To Approve the Brownfield Plan for Leedy Manufacturing Beverly Project
- c) To Approve the Application for an Industrial Facilities Exemption Certification for LOK Grips in Industrial Development District No. 269
- d) To Confirm Special Assessment Roll #26-825 for the Maintenance and Repair of the Kent Industrial Center Median Irrigation System

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

- e) To Accept a Proposal for Website Design and Implementation
- f) To Accept an Agreement for Industrial Pretreatment Software and Support Services
- g) To Accept Quotes for Light and Heavy Automotive Vehicle Maintenance and Repair Services
- h) For Award of Bids
 - 1. Duplex Air Compressor System
 - 2. Third Party IT Talent

16) Ordinances

- 8-26 Ordinance To Amend Section 90-515 Of The Code Of The City Of Wyoming By Adding Subsection (151) To Rezone 1957 Beverly Avenue SW From I-1 Light Industrial District To I-2 General Industrial District (Final Reading)
- 9-26 Ordinance To Amend Zoning Code Sections 90-201 "Definitions A", 90-219 "Definitions S", 90-220 "Definitions T", 90-320 "Automobile Service Stations and Public Garages", 90-407B "Principal Permitted Uses", 90-408B "Permitted Uses After Special Approval", 90-425B "Permitted Uses After Special Approval", 90-430B "Principal Permitted Uses", 90-431B "Permitted Uses After Special Approval", 90-508 "Requirements for Permitted Uses After Special Approval" (Final Reading)
- 10-26 To Amend Section 90-515 of the Code of Ordinances by Adding Subsection (152) to Rezone 1006 26th Street SW from PUD-4 General Planned District to R-2 Residential District (First Reading)
- 11-26 To Amend Zoning Code Article 4C and Sections 90-420C "Purpose", 90-421C "Qualifying Conditions", 90-422C "Principal Permitted Uses", 90-423C "Permitted Uses After Special Approval", 90-424C "Development Standards", 90-511 "Application Procedures for PUD-4", and 90-512 "Review Standards" (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 dialogue 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 - (To go Into Closed Session Under Section 8(h) of the Open Meetings Act to Consider a Written Attorney Client Privileged Communication Related to a Separation and Release Agreement)

20) Adjournment

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

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

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



Proposed Budget Fiscal Year 2027

Public Hearing - May 4, 2026



Today's Discussion

Property Taxes

Water and Sewer Rates

Budget Overview

Next Steps

Budget **TIMELINE**





Property Taxes



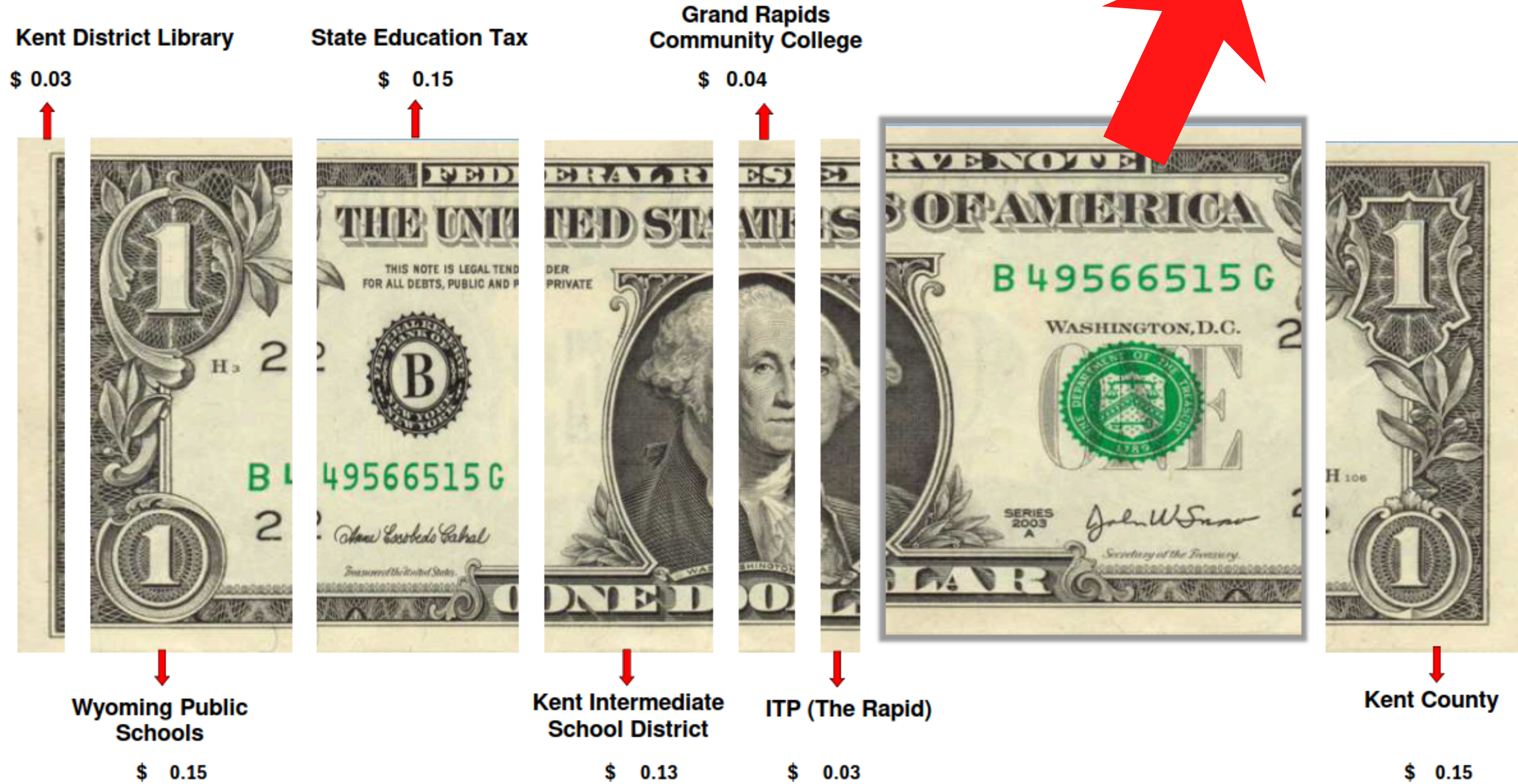
MILLAGE Rates

Property Tax Millage Rate Schedule

	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	Proposed Rates FY2027
General Operations	4.8347	4.7945	4.7206	4.7206	4.6828	4.6579	4.5824
Public Safety	1.2348	1.2245	1.2056	1.2056	1.1959	1.1895	1.1702
Fire Services	0.7394	0.7332	0.7219	0.7219	0.7161	0.7123	0.7007
Police Services	1.2326	1.2223	1.2034	1.2034	1.1937	1.1873	1.1680
First Responders				1.5000	1.4880	1.4801	1.4561
Parks & Recreation	1.4791	1.4668	1.4442	1.4442	1.4326	1.4250	1.4019
Library Maint./Parks Capital	0.3648	0.3617	0.3561	0.3561	0.3532	0.3513	0.3456
Capital Projects	1.4960	1.4960	1.4960	1.4960	1.4960	1.4893	1.4651
Sidewalks	0.1974	0.1957	0.1926	0.1926	0.1910	0.1899	0.1868
Yard Waste	0.4000	0.4000	0.4000	0.4000	0.4000	0.4000	0.4000
Total Mills	11.9788	11.8947	11.7404	13.2404	13.1493	13.0826	12.8768

Where Do My Tax Dollars Go?

City of Wyoming
\$0.32



Based on 2025 tax year rates (FY2026)

Where Do My Tax Dollars Go?

EXAMPLE:

RESIDENTIAL PROPERTY

Market Value	280,300
State Equalized Value	140,100
Taxable Value	87,928
Annual Tax Payment	3,538
City of Wyoming's Share	<u>\$ 1,132</u>

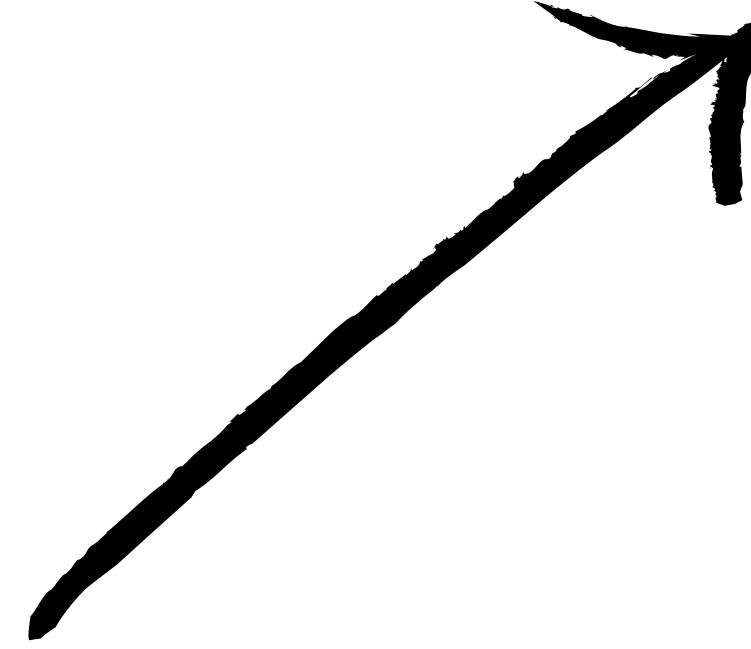
What do these dollars fund?

General Operations	\$403]
Public Safety	\$396
Water/Sewer System Capital Projects	\$129
Parks and Recreation	\$123
Yard Waste	\$35
Library Bldg/Parks Capital	\$30
Sidewalks	\$16

Activities Supported by the General Operations Millage

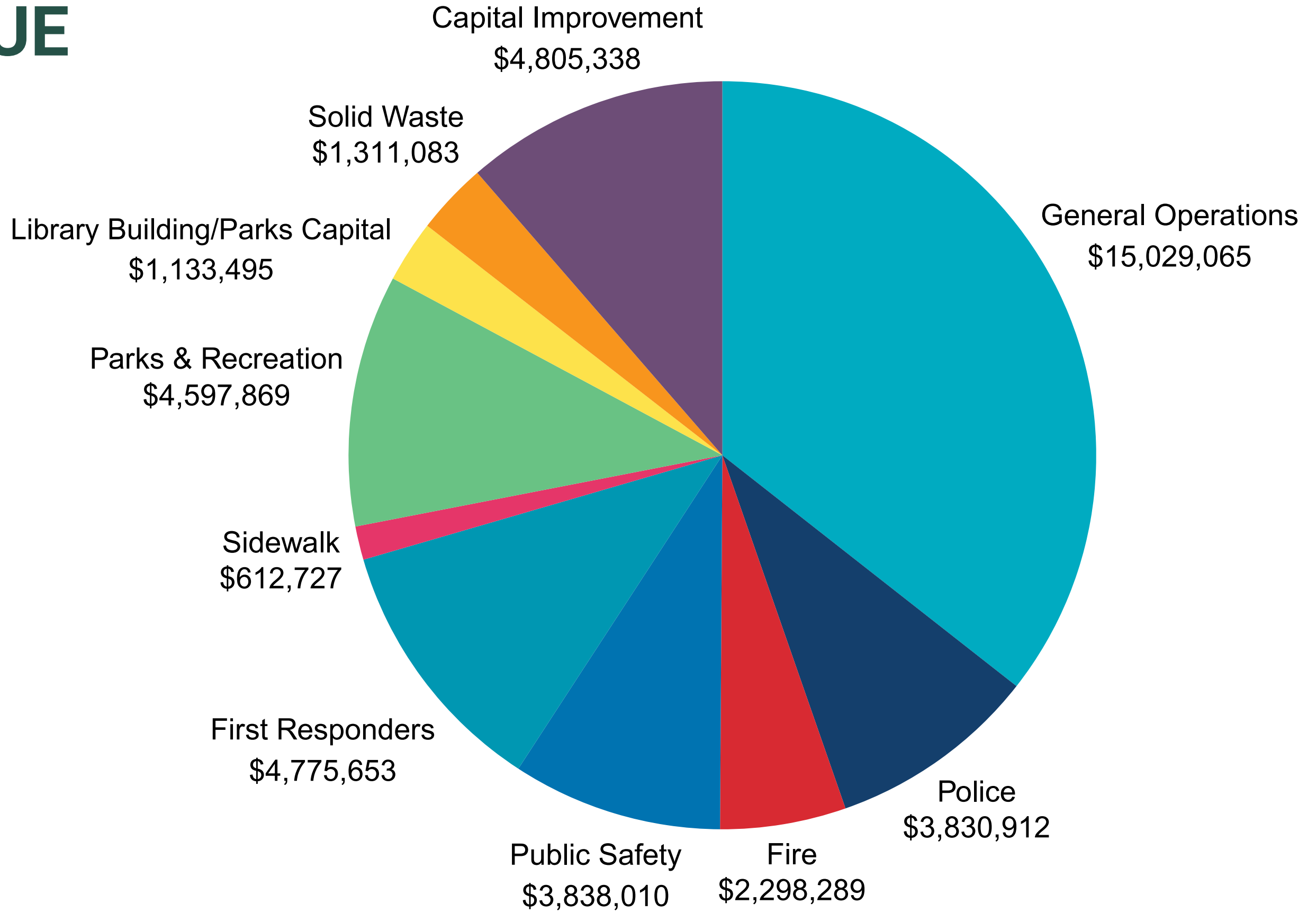
\$403

Public Safety	\$240
Information Technology	\$29
District Court	\$28
Finance	\$17
Streetlighting	\$12
City Clerk	\$12
Human Resources	\$11
City Manager	\$10
City Attorney	\$9
Assessor	\$8
Planning	\$8
Communications	\$6
Treasury	\$6
Facilities	\$5
City Council	\$2



Property Tax **REVENUE**

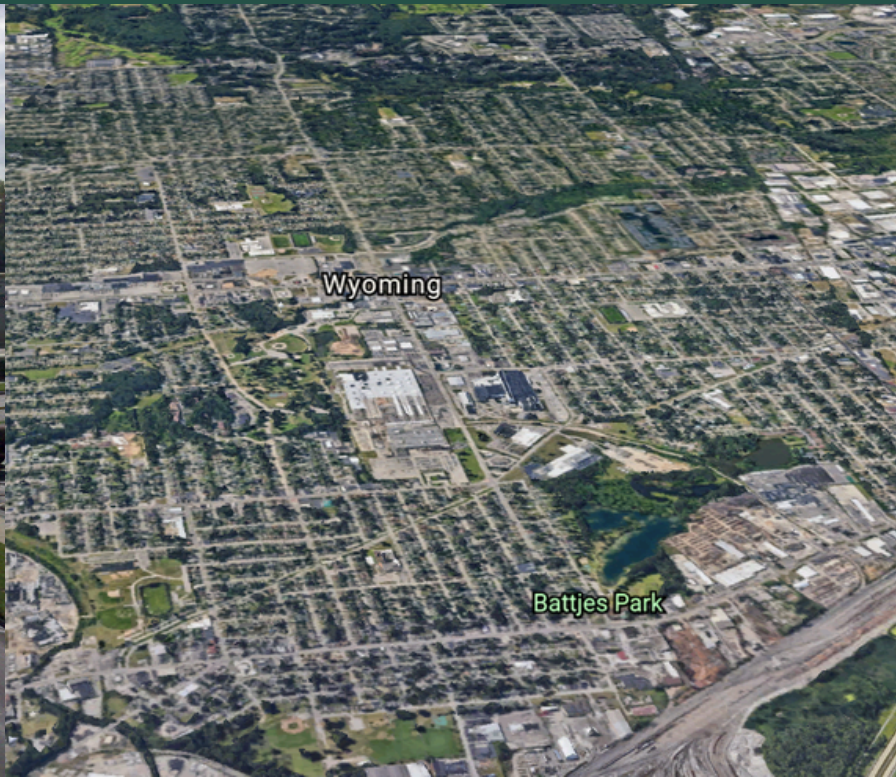
**Total Estimated
Tax Revenue:
\$42,232,441**



2026 tax roll only; special assessments, PILOTs, penalties, and component units not included



Water and Sewer Rates



WATER and SEWER Rates

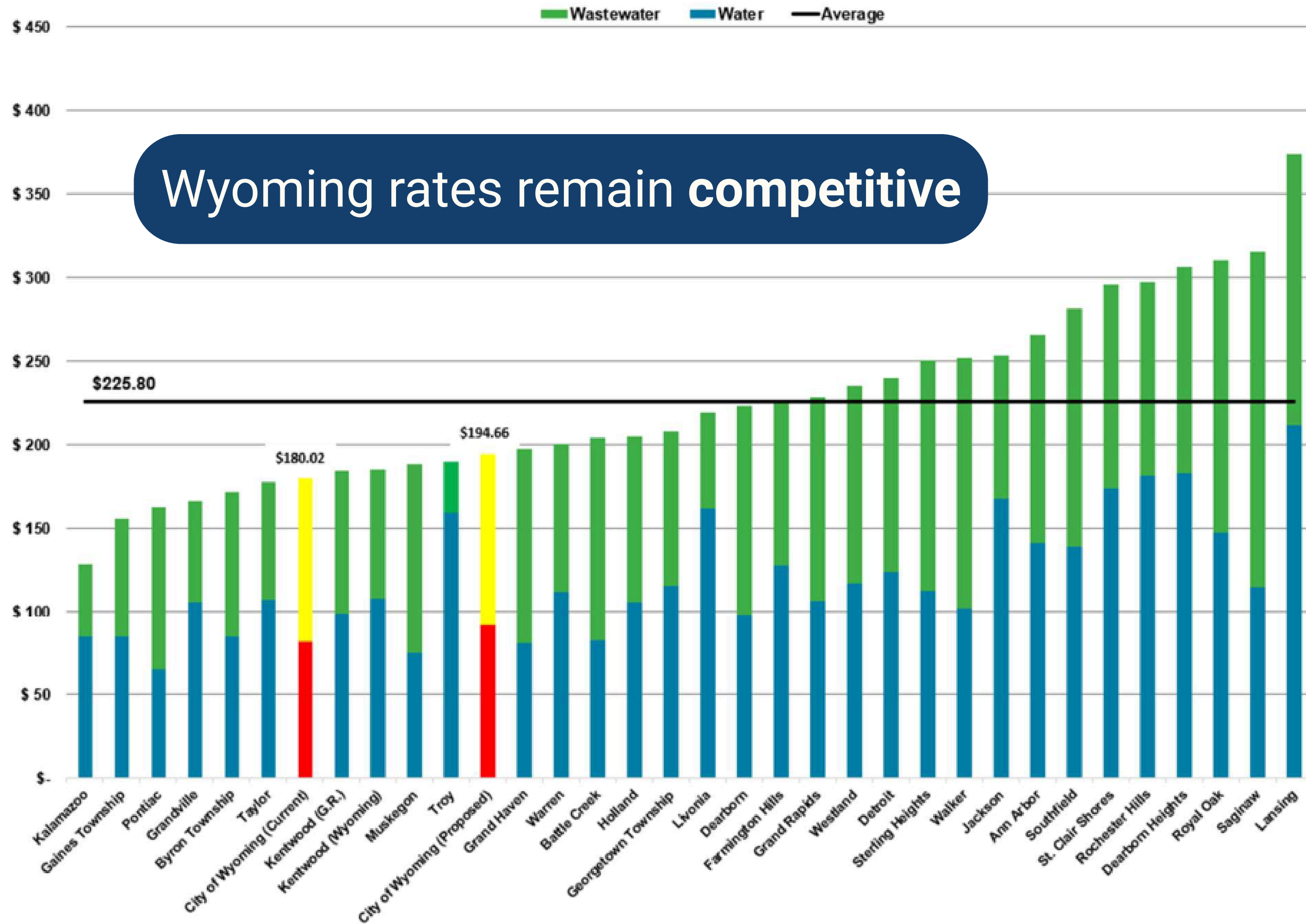
Retail Rates: Single family residential rates

<u>Current Rates</u> Per Quarter Cost to Residents	<u>Proposed Rates</u> Per Quarter Cost to Residents
\$180	\$195

<u>Per Quarter Additional Cost</u>	<u>Per Month Additional Cost</u>
\$15	\$5



Wholesale Customers: Adjusted based on the requirements of each contract





Budget Overview



City Council's **STRATEGIC PLAN** - FY2027 Budget Priorities

- Continue to implement the new branding initiative
- Continue to redevelop Site 36
- Evaluate/implement technology use to improve efficiency
 - Enterprise Resource Planning (ERP) system
- Continue to construct the first segment of the third water transmission main and surge suppression system
- Begin design for the Public Works building improvements project

REVENUE Sources - All Funds

Total Revenue:
\$157,415,337

Other Revenues: \$1,723,075
Fines and Forfeitures: \$1,518,000
Contributions from Local Units: \$902,392

All Other Revenues
\$4,143,467

Taxes
\$45,414,035

Licenses
and Permits
\$3,060,208

Charges for Service
\$66,764,938

State Grants
\$27,650,127

Interest and
Rentals
\$10,382,562

Transfers between funds, insurance funds, pension, OPEB, and component units are excluded

EXPENDITURES - All Funds

Total Expenditures:
\$153,682,776

Personnel Services
\$56,492,765

Supplies
\$7,603,881

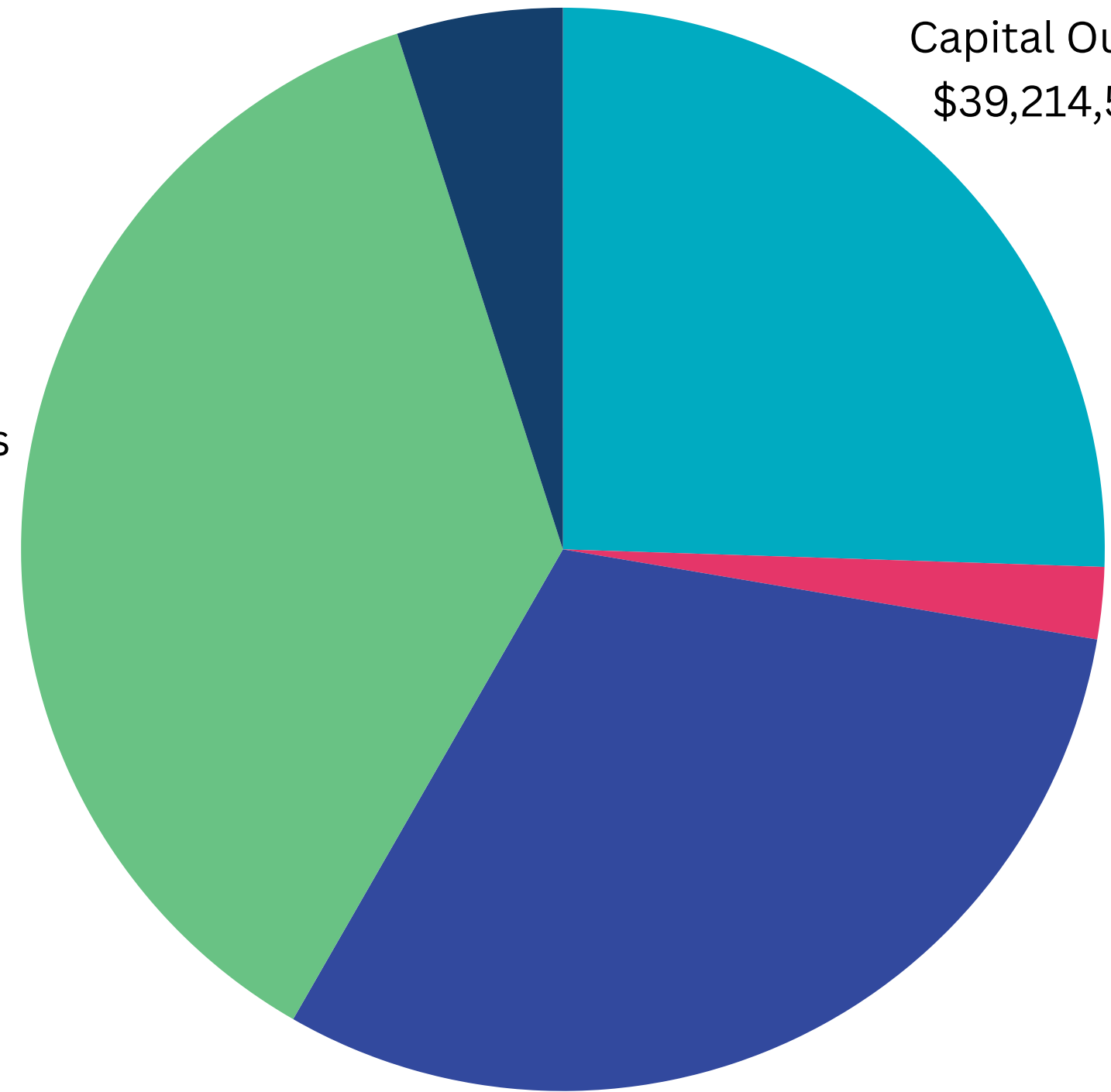
Capital Outlay
\$39,214,593

Debt Service
\$3,297,597

Other Services
and Charges
\$47,073,940

Transfers between funds are excluded

Insurance funds, pension, OPEB, and component units are excluded

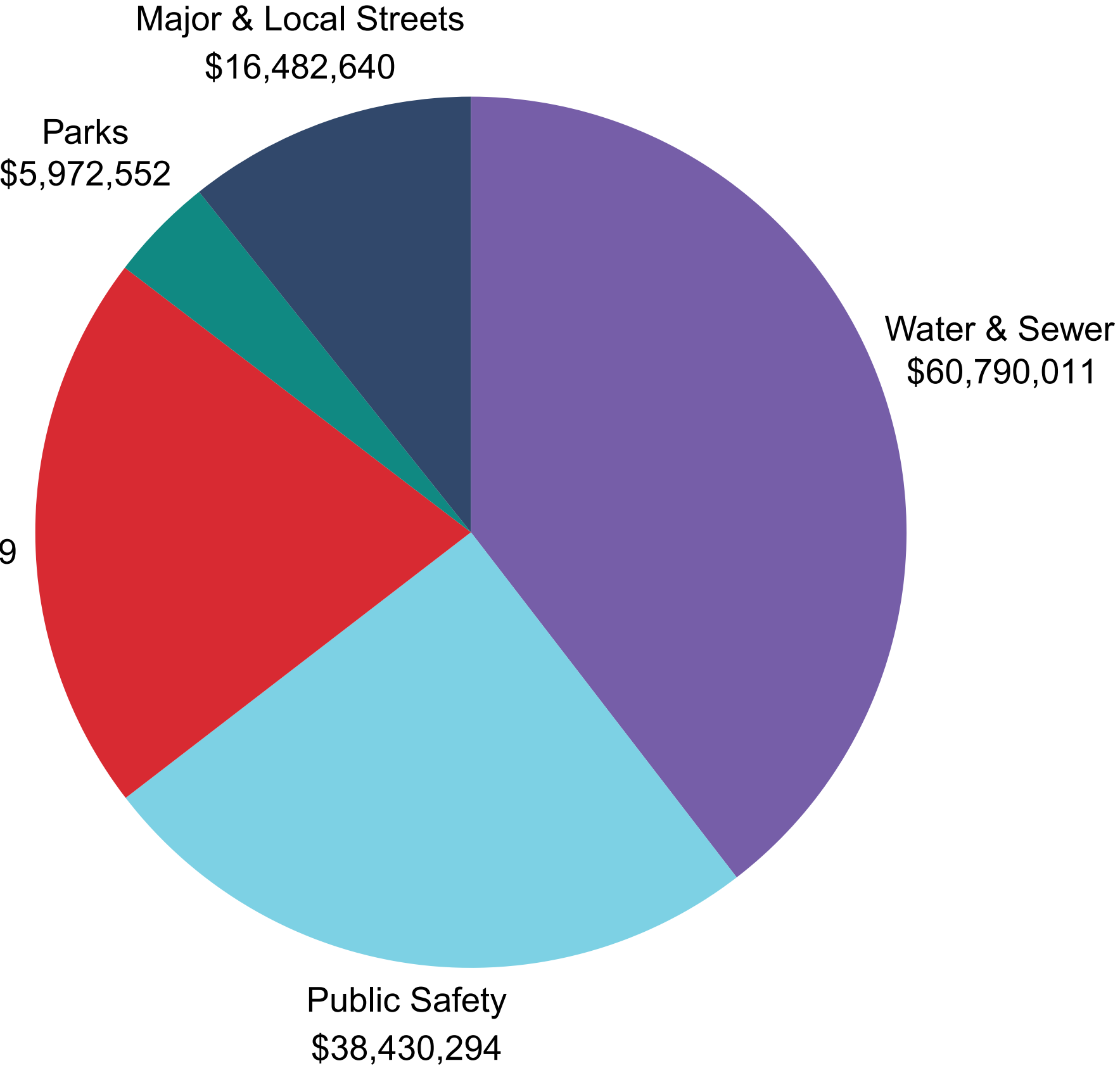


EXPENDITURES by Function

Total Expenditures:
\$153,682,776

- City Hall: \$17,243,161
- Motor Pool: \$4,944,236
- Court: \$3,060,810
- Building Inspections: \$2,444,178
- Yard Waste: \$1,439,196
- Streetlighting: \$1,134,000
- Sidewalks: \$668,249
- Library Building: \$643,285
- Godwin Mercado: \$355,164
- City Center: \$75,000

Others
\$32,007,279

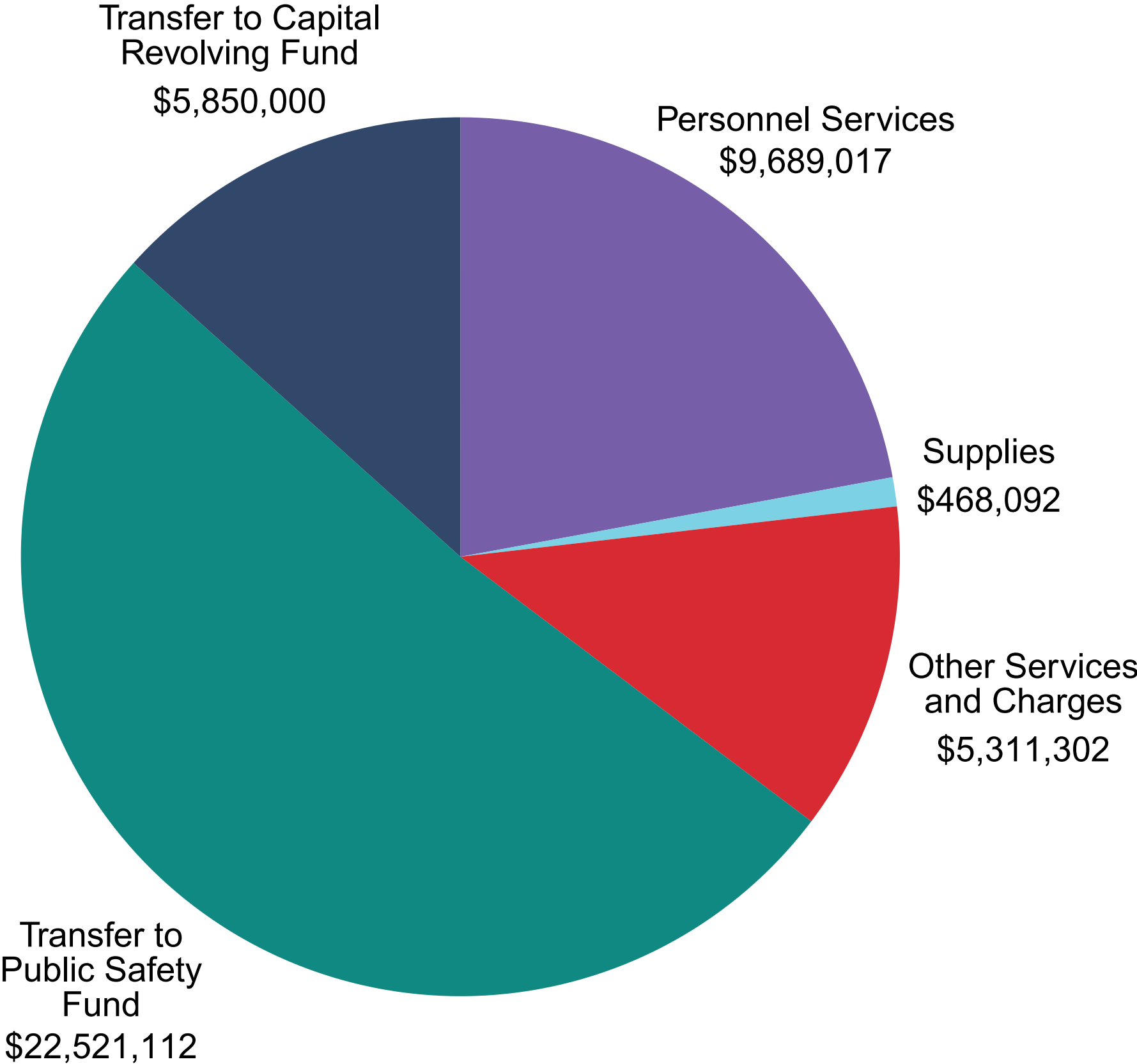


Transfers between funds are excluded

GENERAL FUND Expenditures

**Total Expenditures:
\$43,839,523**

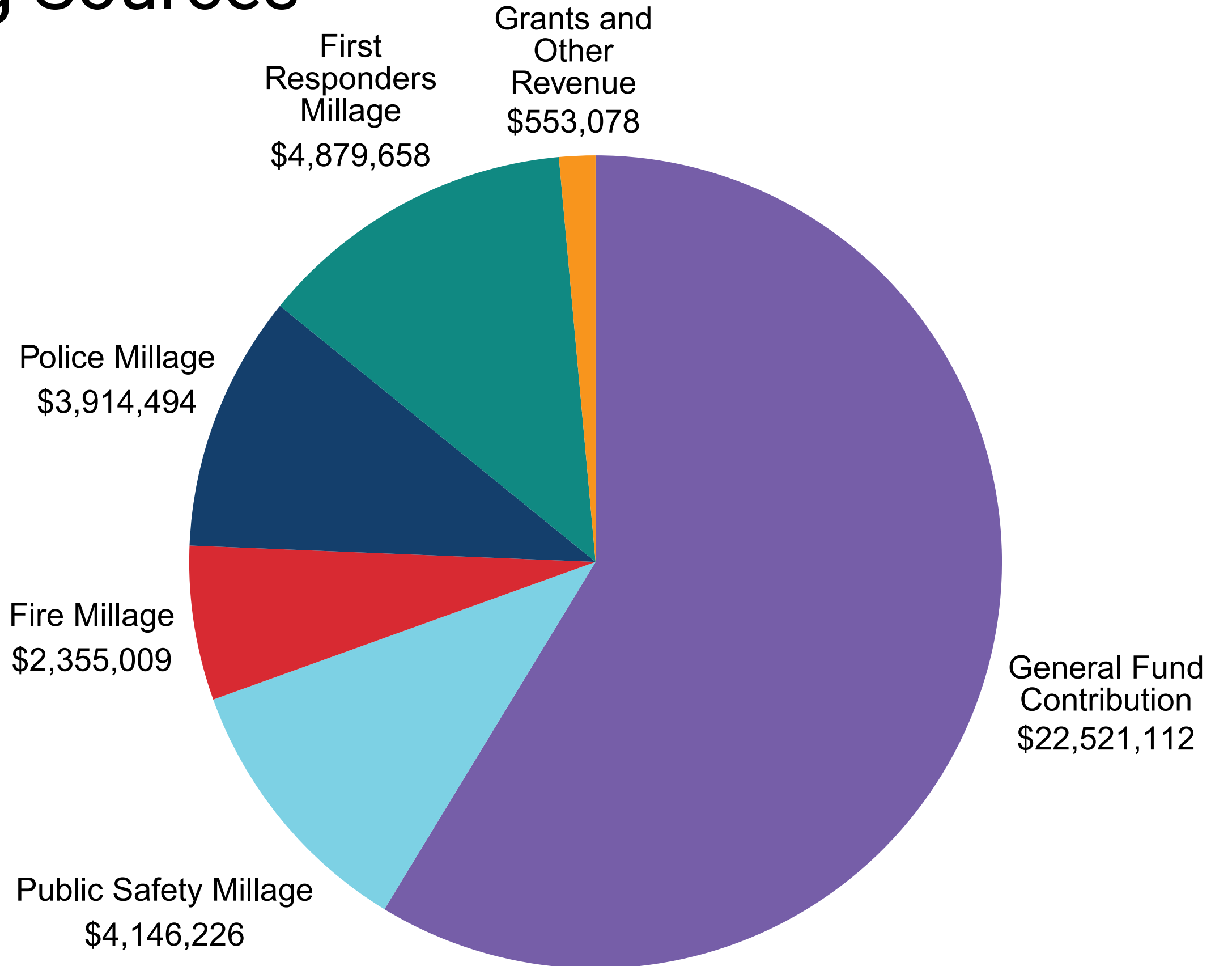
Public Safety accounts for
51.4% of General Fund
expenditures



PUBLIC SAFETY Funding Sources

Total Revenue:
\$38,369,577

General Fund provides for
59% of Public Safety funding

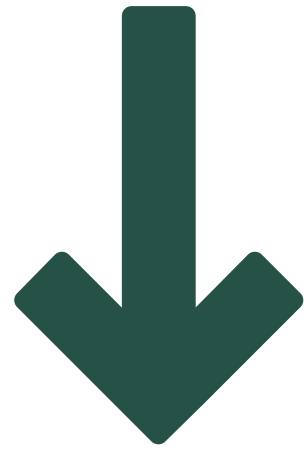


CAPITAL Improvement Plan

HIGHLIGHTS by Project Type

\$16,563,000	Water and Sewer Infrastructure
\$8,501,969	Roadways and Non-Motorized Trails
\$5,341,520	Computer Software
\$4,286,754	Building and Facilities
\$1,941,000	Vehicles
\$1,342,500	Parks Facilities (including Senior Center)
\$815,000	Equipment
\$426,150	Computers and Related Equipment
<hr/>	
\$39,217,893	Total

Budget **NEXT STEPS**



May 4:
Budget public
hearing

May 18:
Adopt final budgets
and millage rates



MAY

May 18 Agenda

- Adopt City budget
- Adopt DDA budget
- Adopt GVRBA budget
- Approve Fee Schedule changes
- Approve Capital Improvement Plan

STAFF REPORT

Date: April 7, 2026
Subject: Lok Grips, 1355 Gezon Parkway SW
From: Julian Edouard, Economic Development Specialist
CC: Nicole Hofert, Deputy City Manager
Meeting Date: May 4, 2026

RECOMMENDATION

Staff recommends that a twelve (12) year IDD certificate be granted to Lok Grips, based on the City of Wyoming's IFT Policy.

ALIGNMENT WITH STRATEGIC PLAN

This supports the City's stewardship goals and goals related to encouraging business growth in the community.

DISCUSSION

Lok Grips is a precision manufacturing company that designs and produces CNC-machined firearm components and accessories. The company was founded in 2014 and has conducted business in Wyoming since 2024. Lok Grips has proposed an expansion of 18,000 square feet of manufacturing space at their current 14,000 square foot facility at 1355 Gezon. Staff have reviewed the IFT application, which is summarized below:

Address of Project: 1355 Gezon Parkway SW
Wyoming, MI 49519

Personal Property: \$3,693,332
Real Property: \$935,954

Estimated Jobs: 34 current jobs
12 new jobs

Starting date of project: 06/01/2026
End date of project: 04/15//2027

PROJECT SUMMARY:

Lok Grips' facility operates advanced CNC machining centers, robotics, and automated manufacturing systems to produce high-quality metal and composite products. The proposed project includes construction of an approximately 18,000 square foot expansion and investment in additional CNC machining equipment and automation systems to increase production capacity and create additional manufacturing and support jobs.

ATTACHMENTS:

Resolution

Legal Description

EXHIBIT A

Legal Description – Lok Grips

Address: 1355 Gezon Parkway SW, Wyoming, MI

Tax Parcel No.: 41-17-35-300-041

Legal Description:

PART OF SW 1/4 COM AT W 1/4 COR TH S 89D 36M 50S E ALONG E&W 1/4 LINE 1531.49 FT TO E LINE OF W 205 FT OF NE 1/4 SW 1/4 TH S 1D 26M 30S E ALONG SD E LINE 200.0 FT TO BEG OF THIS DESC - TH S 89D 36M 50S E 261.0 FT TH S 1D 26M 30S E 422.47 FT TO NLY LINE OF GEZON PKWY TH WLY ALONG NLY LINE OF SD PKWY 12.95 FT ON A 760 FT RAD CURVE TO RT /LONG CHORD BEARS S 89D 54M 48S W 12.95 FT/ TH N 89D 35M 55S W ALONG NLY LINE OF SD PKWY 248.05 FT TO E LINE OF W 205 FT OF NE 1/4 SW 1/4 TH N 1D 26M 30S W ALONG SD E LINE 422.51 FT TO BEG * SEC 35 T6N R12W 2.53 A

Date: May 4, 2026
Subject: Resolution Confirming Special Assessment Roll #26-816
From: Traci Shaffer, Treasurer
CC: John Shay, City Manager
Meeting Date: May 4, 2026

RECOMMENDATION:

It is recommended that the City Council confirm Special Assessment Roll #26-825 for maintenance and repair of the Roger B Chaffee medians within the Kent Industrial Center District.

ALIGNMENT WITH STRATEGIC PLAN:

- Maintaining the landscaped medians within the Kent Industrial Center supports the appearance and functionality of one of the City's primary industrial areas.
- Reallocating the increased costs to benefiting properties ensures fairness and compliance with the governing documents.

DISCUSSION:

The City Council previously approved a multi-year special assessment for maintenance within the Kent Industrial Center. The Association has informed the City that the existing amounts adopted under Resolution 27681 are insufficient due to increased costs. The Association Treasurer reviewed the updated estimates with members and concluded that a one-time special assessment of \$102,000 is necessary to complete the required maintenance and repairs. The assessment will be billed to the associated property owners in a single annual installment on the 2026 Summer tax bill.

BUDGET IMPACT:

The impact is budget-neutral, as assessment costs are paid by the associated property owners, and the Kent Industrial Association of Property Owners will be billed for postage and mailing costs.

Kent Industrial Center Association of Property Owners

March 23, 2026

Ms. Traci Shaffer
City Treasurer
City of Wyoming, Michigan
Traci.Shaffer@wyomingmi.gov

Good morning, Traci,

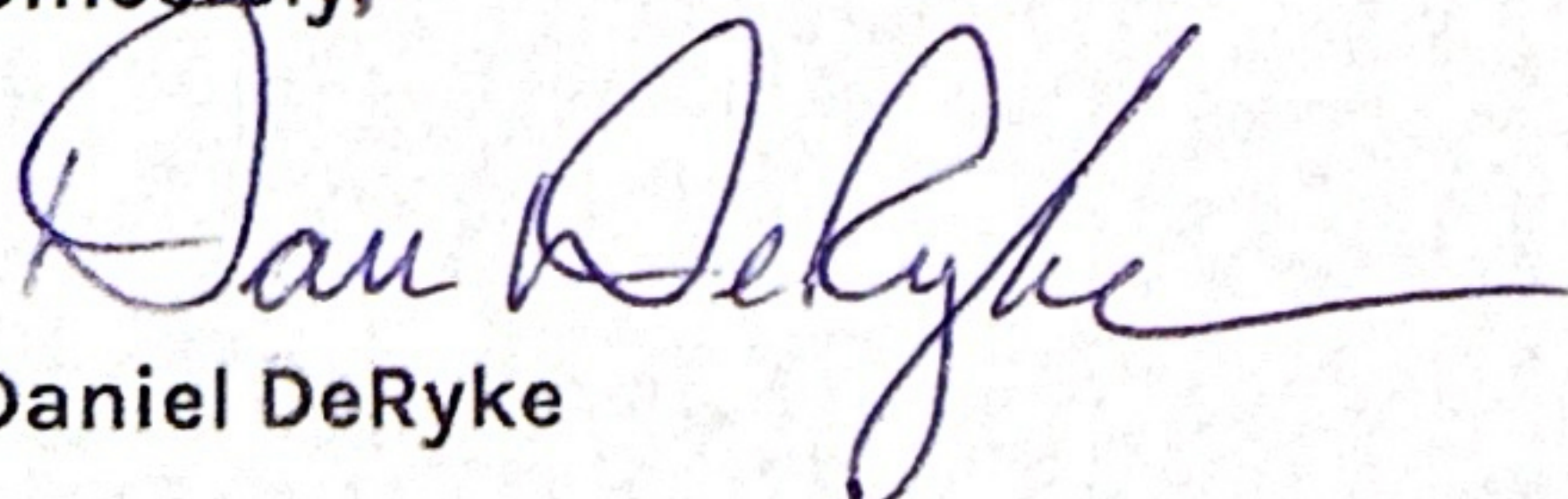
I am writing this letter to confirm the discussion and thoughts of the property owners regarding the funding and completion of the projects in progress on the boulevard within the Kent Industrial Center.

The two primary projects that are currently on hold due to insufficient cash flow for 2026 are the underground landscape sprinkling system upgrade and the tree and shrub pruning. Both projects were expected to take approximately three to four years to complete but it has become apparent due to multiple factors such as cost increases to equipment yet to be purchased, that it will take much longer without an increase in association member funding.

At the annual meeting of members on March 5th 2026, various funding options were discussed which would allow a faster completion of the projects and reduce the overall cost by avoiding future project cost inflation. After discussion of the options the majority of members in attendance supported doing a special one-time dues assessment in 2026 that would be equal to each member's current annual assessment. This would generate a one-time receipt of funds of approximately \$102,000. Combined with our projected annual cash surplus of approximately \$15,000 to \$20,000 generated from regular dues revenue, the Association would be able to complete between 80% to 90% of the two projects this year and we would finish the remainder utilizing surplus revenue in 2027.

Please let me know if you have any further questions.

Sincerely,



Daniel DeRyke

Treasurer / Interim President

Kent Industrial Center Association of Property Owners

Parcel Number	Property Address	Owner Name	Acreage	% of Total	Cost
41-18-18-326-001	200 32ND ST SE	TLW BUILDING ONE LLC	1.312	0.40%	409.22
41-18-18-326-010	3370 JEFFERSON AVE SE 3380	VERHOFF HOLDINGS LLC	1.377	0.42%	429.49
41-18-18-326-012	3420 JEFFERSON AVE SE	2002 GONZALEZ FAMILY TRUST	1.377	0.42%	429.49
41-18-18-326-016	3540 JEFFERSON AVE SE	SMV GROUP LLC	0.689	0.21%	214.90
41-18-18-326-017	3560 JEFFERSON AVE SE	JND WAREHOUSE LLC	1.377	0.42%	429.49
41-18-18-326-018	201 36TH ST SE	WEST MICHIGAN CREDIT UNION	1.722	0.53%	537.10
41-18-18-326-022	357 36TH ST SE	MING-YEN PROPERTY LLC	2.066	0.63%	644.40
41-18-18-326-023	230 32ND ST SE	GANO ENTERPRISES LLC	0.689	0.21%	214.90
41-18-18-326-024	240 32ND ST SE	KENT COMMERCE CENTER INC	0.689	0.21%	214.90
41-18-18-326-028	3303 LOUSMA DR SE	GOODALE FAMILY LLC	1.033	0.32%	322.20
41-18-18-326-029	3313 LOUSMA DR SE	STITCH LLC	1.105	0.34%	344.65
41-18-18-326-030	3323 LOUSMA DR SE	113 W MICHIGAN LLC	1.109	0.34%	345.90
41-18-18-326-032	3343 LOUSMA DR SE	WILLIAM L ZIMDAR TRUST	1.379	0.42%	430.12
41-18-18-326-033	3353 LOUSMA DR SE	3353 LOUSMA DR LLC	1.377	0.42%	429.49
41-18-18-326-034	3403 LOUSMA DR SE	FISK REEDS RE LLC	1.377	0.42%	429.49
41-18-18-326-035	3413 LOUSMA DR SE	CADILLAC NEW LMTD PRTRSH	1.377	0.42%	429.49
41-18-18-326-036	3423 LOUSMA DR SE	3423 LOUSMA LCC	1.485	0.45%	463.18
41-18-18-326-039	3513 LOUSMA DR SE	3513 YAT SAT LLC	1.822	0.56%	568.29
41-18-18-326-041	3522 LOUSMA DR SE	TIGHT LINE LLC	3.622	1.11%	1129.72
41-18-18-326-042	3422 LOUSMA DR SE	INSURANCE RESOURCE GROUP	1.561	0.48%	486.88
41-18-18-326-043	3412 LOUSMA DR SE	KENT COMMERCE CENTER INC	1.561	0.48%	486.88
41-18-18-326-044	3417 ROGER B CHAFFEE SE	KENT COMMERCE CENTER INC	2.342	0.72%	730.48
41-18-18-326-045	3322 LOUSMA DR SE	KENT COMMERCE CENTER INC	1.404	0.43%	437.91
41-18-18-326-046	3312 LOUSMA DR SE	OAK STREET INVESTMENT GRADE NET	1.346	0.41%	419.82
41-18-18-326-047	3363 ROGER B CHAFFEE SE	GSI GRAND RAPIDS LLC	1.916	0.59%	597.61
41-18-18-326-048	3413 ROGER B CHAFFEE SE	KENT COMMERCE CENTER INC	4.016	1.23%	1252.61
41-18-18-326-049	3300 JEFFERSON AVE SE	COFFMAN LIVING TRUST, RICHARD & MAR	2.755	0.84%	859.30
41-18-18-326-054	3520 JEFFERSON AVE SE	QJ PROPERTIES LLC	1.377	0.42%	429.49
41-18-18-326-055	3433 LOUSMA DR SE	G & K SERVICES CO	2.443	0.75%	761.98
41-18-18-326-056	3503 LOUSMA DR SE	GOODALE FAMILY LLC	1.813	0.55%	565.48
41-18-18-326-060	3400 JEFFERSON AVE SE	BLACK'S ENTERPRISES LLC	0.585	0.18%	182.46
41-18-18-326-061	3410 JEFFERSON AVE SE	WIKOFF COLOR CORP OF S.C.	0.792	0.24%	247.03
41-18-18-326-065	3331 LOUSMA DR SE	ROOTED INVESTMENTS LLC	1.056	0.32%	329.37
41-18-18-326-066	3333 LOUSMA DR SE	ZIMDAR PROPERTIES INC	1.01	0.31%	315.02
41-18-18-326-068	3281 ROGER B CHAFFEE SE	GOODALE FAMILY LLC	9.243	2.83%	2882.93
41-18-18-326-069	3480 JEFFERSON AVE SE	PB & JB PROPERTIES LLC	2.066	0.63%	644.40
41-18-18-326-070	255 36TH ST SE	255 36TH ST LLC	4.149	1.27%	1294.09
41-18-18-326-071	330 32ND ST SE	VAN KOEVERING FAMILY LIM	4.132	1.26%	1288.79
41-18-18-390-001	3523 LOUSMA DR SE	AIRTECH PROPERIES I LLC	1.376	0.42%	429.18
41-18-18-390-002	3525 LOUSMA DR SE	BROWNING PROPERTIES LLC	1.376	0.42%	429.18
41-18-18-390-003	3529 LOUSMA DR SE	CSA PROPERTY HOLDINGS LLC	1.376	0.42%	429.18
41-18-18-451-003	405 36TH ST SE 425	H & M LEASING LLC	1.43	0.44%	446.02
41-18-18-451-005	507 36TH ST SE	GREEN CANE PROPERTY LLC	1.664	0.51%	519.01
41-18-18-451-006	459 36TH ST SE	TNT KALAMAZOO ENTERPRISES LLC	0.895	0.27%	279.15
41-18-18-451-007	475 36TH ST SE	NOBLE HEIGHTS REAL ESTATE VENTURES	0.895	0.27%	279.15
41-18-18-451-009	3535 ROGER B CHAFFEE SE	NOBLE HEIGHTS REAL ESTATE VENTURES	2.787	0.85%	869.28
41-18-18-451-011	3457 ROGER B CHAFFEE SE	3457 ROGER B CHAFFEE LLC	4.882	1.49%	1522.72
41-18-18-451-012	3513 ROGER B CHAFFEE SE	JFH PROPERTIES LLC	2	0.61%	623.81
41-18-18-476-006	3516 ROGER B CHAFFEE SE 3594	BLUEWATER CORPORATE CENTER LLC	9.324	2.85%	2908.20
41-18-18-476-007	551 36TH ST SE	SUSAN SIPHRON TRUST	1.399	0.43%	436.35
41-18-18-476-008	609 36TH ST SE	BAPTIST MID-MISSIONS	1.377	0.42%	429.49
41-18-18-476-012	799 36TH ST SE	CONSUMERS ENERGY	1.289	0.39%	402.05
41-18-18-476-013	3400 ROGER B CHAFFEE SE	STEPHENS PIPE & STEEL LLC	10.474	3.20%	3266.89
41-18-18-476-014	3470 ROGER B CHAFFEE SE	TIC INVESTORS CHAFFEE LLC	9.363	2.86%	2920.36
41-18-18-476-015	755 36TH ST SE	HOPE NETWORK WEST MICHIGAN	6.418	1.96%	2001.80
41-18-18-476-019	795 36TH ST SE	HOPE NETWORK WEST MICHIGAN	3.33	1.02%	1038.64

41-18-18-476-020	775 36TH ST SE 781	HOPE NETWORK WEST MICHIGAN	3.322	1.02%	1036.15
41-18-18-476-021	653 36TH ST SE	MORRISON INDUSTRIAL EQUIP	1.346	0.41%	419.82
41-18-18-476-022	701 36TH ST SE	701 36TH STREET LLC	0.564	0.17%	175.91
41-18-18-476-024	400 32ND ST SE	SRC SCHULTZ HOLDINGS LLC	1.708	0.52%	532.73
41-18-18-476-025	3300 ROGER B CHAFFEE SE	KELLANOVA MANUFACTURING LLC	11.522	3.52%	3593.77
41-18-19-126-011	370 36TH ST SE	MARTIN NANCY J	1.377	0.42%	429.49
41-18-19-126-012	400 36TH ST SE	FIDLER ENTERPRISES LLC	1.38	0.42%	430.43
41-18-19-126-013	3680 HAGEN DR SE	TEAM RENTAL LLC	1.809	0.55%	564.24
41-18-19-126-014	3720 HAGEN DR SE	GRAND RAPIDS INVESTMENTS LLC	1.227	0.38%	382.71
41-18-19-126-015	3770 HAGEN DR SE	PJR VENTURES LLC	2.114	0.65%	659.37
41-18-19-126-043	3714 JEFFERSON AVE SE	KENNEDY'S STORAGE DELIVERY LLC	1.033	0.32%	322.20
41-18-19-126-044	3760 JEFFERSON AVE SE	BTLM HOLDINGS LLC	1.724	0.53%	537.72
41-18-19-126-051	3685 HAGEN DR SE 3687	WOLFPACK PROPERTIES LLC	1.037	0.32%	323.45
41-18-19-126-052	260 36TH ST SE	260-JFH LLC	5.65	1.73%	1762.26
41-18-19-126-055	3650 JEFFERSON AVE SE	LUTZ ALICIA A	0.895	0.27%	279.15
41-18-19-126-057	3670 JEFFERSON AVE SE	CHILDS, KATIE	0.93	0.28%	290.07
41-18-19-126-058	3690 JEFFERSON AVE SE	HAYSEED PARTNERS LLC	0.93	0.28%	290.07
41-18-19-126-059	3721 HAGEN DR SE	BENTELER AUTOMOTIVE CORPORATION	15.161	4.64%	4728.79
41-18-19-126-060	290 36TH ST SE	260-JFH LLC	0.689	0.21%	214.90
41-18-19-126-061	300 36TH ST SE 320	WDM PROPERTIES LLC	1.477	0.45%	460.68
41-18-19-201-002	3707 ROGER B CHAFFEE SE	PREFERRED BEAR LLC	4.31	1.32%	1344.31
41-18-19-201-003	3741 ROGER B CHAFFEE SE	JFH PROPERTIES LLC	4.511	1.38%	1407.00
41-18-19-201-007	3903 ROGER B CHAFFEE SE	3903 ROGER B CHAFFEE LLC	3.905	1.19%	1217.99
41-18-19-201-010	440 36TH ST SE	STEINDLER & BECK LLC	0.877	0.27%	273.54
41-18-19-201-012	3685 ROGER B CHAFFEE SE	STEINDLER & BECK LLC	0.985	0.30%	307.23
41-18-19-201-014	3803 ROGER B CHAFFEE SE	W W GRAINGER INC	3.275	1.00%	1021.49
41-18-19-201-015	3829 ROGER B CHAFFEE SE	3829 ROGER B CHAFFEE LLC	2.306	0.71%	719.25
41-18-19-201-016	3859 ROGER B CHAFFEE SE	3859 ROGER B CHAFFEE LLC	2.798	0.86%	872.71
41-18-19-201-017	420 36TH ST SE	MANUAL BEAR LLC	1.573	0.48%	490.63
41-18-19-201-018	424 36TH ST SE	36 LLC	1.473	0.45%	459.44
41-18-19-201-019	3961 ROGER B CHAFFEE SE	3691 RBC LLC	2.273	0.70%	708.96
41-18-19-201-020	3993 ROGER B CHAFFEE SE	3993 ROGER CHAFFEE LLC	1.781	0.54%	555.50
41-18-19-204-002	3660 ROGER B CHAFFEE SE	SCHUPAN HOLDINGS-WYOMING LLC	1.687	0.52%	526.18
41-18-19-204-005	3750 ROGER B CHAFFEE SE	KELLANOVA MANUFACTURING LLC	5.359	1.64%	1671.50
41-18-19-204-006	3810 ROGER B CHAFFEE SE	DISTRIBUTION PROPERTIES II LLC	5.18	1.58%	1615.67
41-18-19-204-012	3910 ROGER B CHAFFEE SE	ABIATHAR MANAGEMENT LLC	3.77	1.15%	1175.88
41-18-19-204-015	3860 ROGER B CHAFFEE SE	RBC REALTY LLC	3.939	1.20%	1228.59
41-18-19-204-016	3870 ROGER B CHAFFEE SE	MICHIGAN POSTAL HOLDINGS LLC	2.366	0.72%	737.97
41-18-19-204-019	550 36TH ST SE	550 36TH ST SE LLC	0.689	0.21%	214.90
41-18-19-204-020	574 36TH ST SE	PAINTERS SUPPLY AND EQUIPMENT CO	0.964	0.29%	300.68
41-18-19-204-021	3970 ROGER B CHAFFEE SE 4010	SUSPA INC	10.541	3.22%	3287.79
41-18-19-204-022	3710 ROGER B CHAFFEE SE	SCHUPAN HOLDINGS-WYOMING LLC	3.244	0.99%	1011.82
41-18-19-204-023	650 36TH ST SE	500 GRANDVILLE LLC	7.152	2.19%	2230.74
41-18-19-226-010	700 36TH ST SE	VHL ENTERPRISES LLC	1.202	0.37%	374.91
41-18-19-226-015	3627 LINDEN AVE SE	CHRISTIANSEN FUNERAL HOME &	0.822	0.25%	256.39
41-18-19-226-016	3631 LINDEN AVE SE	MICHIGAN CREMATION COMPANY	0.376	0.11%	117.28
41-18-19-403-004	4203 ROGER B CHAFFEE SE	JLAN LLC	5.256	1.61%	1639.37
41-18-19-403-005	4245 ROGER B CHAFFEE SE	CHAFFEE INDUSTRIAL LLC	4.387	1.34%	1368.33
41-18-19-403-008	509 44TH ST SE	QUICK TIME 44TH LLC	1.24	0.38%	386.76
41-18-19-403-009	4005 ROGER B CHAFFEE SE	C & Z INVESTMENTS I LLC	3.096	0.95%	965.66
41-18-19-403-011	4309 ROGER B CHAFFEE SE	SROA 4309 ROGER B CHAFFEE MI LLC	5.401	1.65%	1684.60
41-18-19-403-012	485 44TH ST SE	ELLIOT MCKONE LLC	1.379	0.42%	430.12
41-18-19-403-013	4037 ROGER B CHAFFEE SE	POTTER DISTRIBUTING INC	3.199	0.98%	997.78
41-18-19-403-015	4101 ROGER B CHAFFEE SE	THE BOUMA CORPORATION	3.424	1.05%	1067.96
41-18-19-403-016	4131 ROGER B CHAFFEE SE	4131 PROPERTY LLC	2.851	0.87%	889.24
41-18-19-403-017	4181 ROGER B CHAFFEE SE	DEVROU LIMITED LLC	2.91	0.89%	907.64
41-18-19-406-007	4398 ROGER B CHAFFEE SE	LS MANAGEMENT GROUP LLC	1.206	0.37%	376.16

41-18-19-406-010	4220 ROGER B CHAFFEE SE	M & J LEGACY HOLDINGS LLC	3.847	1.18%	1199.90
41-18-19-406-011	4240 ROGER B CHAFFEE SE	4240 ROGER B LLC	3.179	0.97%	991.54
41-18-19-406-012	4200 ROGER B CHAFFEE SE	GOTTLIEB INVESTMENT CO	7.806	2.39%	2434.73
41-18-19-406-014	4050 ROGER B CHAFFEE SE	4050 ROGER B CHAFFEE	2.751	0.84%	858.05
41-18-19-406-015	4080 ROGER B CHAFFEE SE	JEFRIK PROPERTIES LLC	2.567	0.78%	800.66
41-18-19-406-016	4350 ROGER B CHAFFEE SE	BELROSE REAL ESTATE LLC	1.02	0.31%	318.14
41-18-19-406-017	4310 ROGER B CHAFFEE SE	THE HOME CITY ICE COMPANY	1.314	0.40%	409.84
41-18-19-451-019	441 44TH ST SE	44 MADISON LLC	1.17	0.36%	364.93
41-18-19-451-024	451 44TH ST SE	44 MADISON LLC	0.234	0.07%	72.99
41-18-19-451-025	463 44TH ST SE	44 MADISON LLC	<u>1.327</u>	0.41%	<u>413.90</u>
			327.023		\$ 102,000.00

**CITY OF WYOMING
PUBLIC HEARING CONFIRM
SPECIAL ASSESSMENT ROLL #26-825**

TO THE OWNERS OF THE LOTS AND PARCELS OF LAND INCLUDED WITHIN THE FOLLOWING PUBLIC IMPROVEMENT:

REPAIR AND MAINTENANCE OF THE ROGER B CHAFFEE MEDIAN WITHIN THE KENT INDUSTRIAL DISTRICT.

The Association of Kent Industrial District Property Owners has requested a one-time assessment to address the repair and maintenance of the Roger B Chaffee Boulevard median within the Kent Industrial District.

The City Council has caused plans and specifications and an estimate of the cost of the above-described project, together with certain recommendations, to be prepared and made by the City Manager and the same is on file with the City Clerk for public examination.

During its meeting on Monday, **May 4, 2026 at 7:00 p.m.**, the City Council will hold a public hearing to take public comments from interested persons affected by the proposed project. (A list of affected properties is available through the City Treasurer's Office or at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Assessors-Office/Special-Assessment-Rolls>)

Those wishing to comment on this proposed project may do so by sending written comments to clerk_info@wyomingmi.gov or to City Hall by first-class mail or in person at the meeting. Persons with impairments or disabilities needing accommodations or who need language assistance services may contact the City Clerk at least 36 hours before the meeting to make accommodations.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT BRIANNA MISIAK AS A MEMBER OF THE
ECONOMIC DEVELOPMENT CORPORATION/BROWNFIELD REDEVELOPMENT
AUTHORITY FOR THE CITY OF WYOMING

WHEREAS:

1. A vacancy exists in an unexpired term ending February 13, 2030, on the Economic Development Corporation/Brownfield Redevelopment Authority.
2. Mayor Vanderwood has recommended that Brianna Misiak be appointed as a member of the Economic Development Corporation/Brownfield Redevelopment Authority for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Brianna Misiak to the Economic Development Corporation/Brownfield Redevelopment Authority for the unexpired term ending February 13, 2030.

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 May 4, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE BROWNFIELD PLAN FOR LEEDY MANUFACTURING
BEVERLY PROJECT

WHEREAS:

1. Leedy Manufacturing Company (**Leedy**) owns the property at 1957 Beverly Ave SW, Wyoming, Michigan, PP# 41-17-10-226-003 (the **Property**) which, prior to Leedy's ownership, was contaminated with hazardous substances exceeding applicable criteria under state laws, rules and regulations making certain evaluations and remediation necessary in order to use the Property in the manner Leedy proposes.
2. The brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq* (**Act 381**) provides for reimbursement of certain environmental costs from tax increment revenues captured from the development of a project on a site in accordance with a brownfield plan and, if educational taxes are to be captured, an Act 381 work plan to be approved by the Michigan Department of Environment, Great Lakes, and Energy (**EGLE**) and/or the Michigan Strategic Fund/Michigan Economic Development Corporation (**MSF/MEDC**).
3. The Property is an "eligible property" as defined in Act 381 because it is a "facility" as defined in Part 201 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101 *et seq.* (**Part 201**)
4. The project has received or is anticipated to receive necessary approvals from MSF/MEDC and EGLE.
5. Leedy worked in cooperation with Wyoming City staff and in collaboration with EGLE in the preparation of a brownfield plan (**proposed plan**) providing for reimbursement from tax increment revenues of costs for eligible activities on the Property related to addressing the identified environmental concerns on the property in accordance with Act 381 and the proposed plan.
6. The Wyoming Brownfield Redevelopment Authority (WBRA) Board of Directors recommended that the City Council approve the proposed plan on March 30, 2026.
7. The City Council held a public hearing prior to considering the proposed plan, notice of which was provided as required by Act 381 and at which all aspects of the proposed plan were open for discussion.
8. The City Council considered all oral comments made at the public hearing and considered all written communications submitted before or during the public hearing.
9. The proposed plan calls for a reimbursement agreement among the developer of the project, the WBRA, and the City to be approved by the WBRA Board of Directors.

NOW, THEREFORE, BE IT RESOLVED:

1. This City Council makes the following determinations:
 - A. The proposed plan constitutes a public purpose under Act 381 because it provides for addressing environmental contamination to accommodate redevelopment and reuse of the Property.
 - B. The proposed plan meets the requirements of sections 13 and 13b of Act 381, MCL 125.2263 and 125.2663b.
 - C. The proposed method of financing the costs of eligible activities in the proposed plan is feasible and the WBRA has the ability to carry it out.

- D. The proposed costs of eligible activities in the proposed plan are reasonable and necessary to carry out the purposes of Act 381.
- E. The amount of captured taxable value (and resulting tax increment revenues) estimated in the proposed plan are reasonable.
- 2. The City Council approves the proposed plan, pending a reimbursement agreement as accepted by City Staff and approved by the WBRA, and authorizes and directs all city officers, employees, boards and commissions, including the WBRA, to fully implement the approved plan and reimbursement agreement in accordance with Act 381 and their respective terms.
- 3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

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: May 4, 2026

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT(s): Staff Report
 Brownfield Plan
 WBRA Approval Resolution

Resolution No. _____

STAFF REPORT

Date: March 24, 2026
Subject: Leedy Manufacturing, 1957 Beverly Ave SW
From: Julian Edouard, Economic Development Specialist
CC: Nicole Hofert, Deputy City Manager
Meeting Date: May 4, 2026

RECOMMENDATION

Staff recommend approval of the Brownfield Plan in the amount of \$2,966,855 with Leedy Manufacturing, located at 1957 Beverly Ave SW.

ALIGNMENT WITH STRATEGIC PLAN

This supports the City's stewardship goals and goals related to encouraging business growth in the community.

DISCUSSION

Leedy Manufacturing has conducted business in Grand Rapids since 1947 and is moving to Wyoming to accommodate their steady growth. Leedy has proposed an expansion of 30,000 square feet of manufacturing space at their current 172,909 square foot facility at 1957 Beverly. Additionally, Leedy has proposed rehabilitation of the existing obsolete facility. In addition to the IDD and PRD Industrial Facility Exemption Certificate Applications that have been approved by City Council, Leedy has submitted a Brownfield Plan, which was approved by the Wyoming Brownfield Redevelopment Authority on March 30.

The property's baseline taxable value in 2026 is \$1,707,275, with a projected taxable value of \$10,476,915 upon the 30-year Brownfield Plan's expiration in 2057. The plan incorporates a tax increment split whereby 70% of local tax increment revenues will be captured for developer reimbursement, while 30% will pass through to the respective taxing jurisdictions. The total collection of City taxes collected in the 30-year period amount to \$1,219,753 if the redevelopment project does not occur and the property remains as is. If the redevelopment project moves forward, even with incentives, the total collection of City taxes in the 30-year period amounts to \$1,264,414. The City's share of taxes at 1957 Beverly in 2058 amounts to \$53,177 if the redevelopment project does not occur and the property remains as is. If the redevelopment project does occur, the City's share of taxes at 1957 Beverly in 2058 amounts to \$137,065.29 upon expiration of the Brownfield Plan.

ATTACHMENTS:

Resolution
Legal Description

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION FOR AN INDUSTRIAL FACILITIES
EXEMPTION CERTIFICATION FOR LOK GRIPS IN INDUSTRIAL DEVELOPMENT DISTRICT
NO. 269

WHEREAS:

1. The City established Industrial Development District 269, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 21235 on November 17, 2003. Lok Grips has filed an application to receive an Industrial Facilities Exemption Certification under Act 198, with respect to expanding their facility located within Industrial Development District 269.
2. Lok Grips seeks to expand the facility with an estimated cost of \$4,629,286.00 for real property to be located at 1355 Gezon Parkway SW, Wyoming, Michigan.
3. Before acting on this application, the City Council held a public hearing on April 20, 2026, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were afforded an opportunity to be heard on this application.
4. Construction had not begun earlier than six (6) months before April 1, 2026, the date of acceptance of the applications for the Industrial Facilities Exemption Certificates.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificates considered under PA 198 of 1974, as amended, shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The Industrial Facilities Exemption Certificate, pending an IFT Agreement as accepted by the City Attorney and City Manager, and State Approval, when issued, shall remain in force for a period of 12 years.

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 May 4, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT(s): Staff Report
 Exhibit A – Legal Description

Resolution No. _____

STAFF REPORT

Date: April 7, 2026
Subject: Lok Grips, 1355 Gezon Parkway SW
From: Julian Edouard, Economic Development Specialist
CC: Nicole Hofert, Deputy City Manager
Meeting Date: May 4, 2026

RECOMMENDATION

Staff recommends that a twelve (12) year IDD certificate be granted to Lok Grips, based on the City of Wyoming's IFT Policy.

ALIGNMENT WITH STRATEGIC PLAN

This supports the City's stewardship goals and goals related to encouraging business growth in the community.

DISCUSSION

Lok Grips is a precision manufacturing company that designs and produces CNC-machined firearm components and accessories. The company was founded in 2014 and has conducted business in Wyoming since 2024. Lok Grips has proposed an expansion of 18,000 square feet of manufacturing space at their current 14,000 square foot facility at 1355 Gezon. Staff have reviewed the IFT application, which is summarized below:

Address of Project: 1355 Gezon Parkway SW
Wyoming, MI 49519

Personal Property: \$3,693,332
Real Property: \$935,954

Estimated Jobs: 34 current jobs
12 new jobs

Starting date of project: 06/01/2026
End date of project: 04/15//2027

PROJECT SUMMARY:

Lok Grips' facility operates advanced CNC machining centers, robotics, and automated manufacturing systems to produce high-quality metal and composite products. The proposed project includes construction of an approximately 18,000 square foot expansion and investment in additional CNC machining equipment and automation systems to increase production capacity and create additional manufacturing and support jobs.

ATTACHMENTS:

Resolution

Legal Description

EXHIBIT A

Legal Description – Lok Grips

Address: 1355 Gezon Parkway SW, Wyoming, MI

Tax Parcel No.: 41-17-35-300-041

Legal Description:

PART OF SW 1/4 COM AT W 1/4 COR TH S 89D 36M 50S E ALONG E&W 1/4 LINE 1531.49 FT TO E LINE OF W 205 FT OF NE 1/4 SW 1/4 TH S 1D 26M 30S E ALONG SD E LINE 200.0 FT TO BEG OF THIS DESC - TH S 89D 36M 50S E 261.0 FT TH S 1D 26M 30S E 422.47 FT TO NLY LINE OF GEZON PKWY TH WLY ALONG NLY LINE OF SD PKWY 12.95 FT ON A 760 FT RAD CURVE TO RT /LONG CHORD BEARS S 89D 54M 48S W 12.95 FT/ TH N 89D 35M 55S W ALONG NLY LINE OF SD PKWY 248.05 FT TO E LINE OF W 205 FT OF NE 1/4 SW 1/4 TH N 1D 26M 30S W ALONG SD E LINE 422.51 FT TO BEG * SEC 35 T6N R12W 2.53 A

RESOLUTION NO. _____

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL #26-825 FOR THE MAINTENANCE AND REPAIR OF THE KENT INDUSTRIAL CENTER MEDIAN IRRIGATION SYSTEM

WHEREAS:

1. By previous resolutions, including Resolution 27681, the City Council established Special Assessment District #23-816 for median maintenance within the Kent Industrial Center Plats and adopted special assessment amounts for the 2023–2027 tax years.
2. Due to increasing operational, maintenance, and irrigation system repair costs, the Association requested that the City add a one-time special assessment for the 2026 tax year in the amount of \$102,000.
3. Pursuant to direction from the City Council under the April 20, 2026, resolution, the City Treasurer has prepared Special Assessment Roll #26-825, reflecting one annual assessment of \$102,000.00 for the 2026 tax years, apportioned using the same formulas contained in the Association’s original assessment #23-816.
4. The revised roll has been filed with the City Clerk and was made available for public examination.
5. Notice of the public hearing on the revised roll has been properly provided by publication and by first-class mail to property owners as required by statute and City Charter.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Special Assessment Roll #26-825 is accepted and confirmed.
2. The assessment shall be collected in one installment to be placed on the summer 2026 property tax bills.
3. Unpaid assessments shall be subject to interest and penalties in the same manner and rates as unpaid real property taxes.

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: May 4, 2026.

Kelli A. VandenBerg, City Clerk

ATTACHMENTS:

- Exhibit A - Kent Industrial Association Letter of Request
- Exhibit B - Proposed Assessment Roll

Resolution No. _____

Date: May 4, 2026
Subject: Resolution Confirming Special Assessment Roll #26-816
From: Traci Shaffer, Treasurer
CC: John Shay, City Manager
Meeting Date: May 4, 2026

RECOMMENDATION:

It is recommended that the City Council confirm Special Assessment Roll #26-825 for maintenance and repair of the Roger B Chaffee medians within the Kent Industrial Center District.

ALIGNMENT WITH STRATEGIC PLAN:

- Maintaining the landscaped medians within the Kent Industrial Center supports the appearance and functionality of one of the City's primary industrial areas.
- Reallocating the increased costs to benefiting properties ensures fairness and compliance with the governing documents.

DISCUSSION:

The City Council previously approved a multi-year special assessment for maintenance within the Kent Industrial Center. The Association has informed the City that the existing amounts adopted under Resolution 27681 are insufficient due to increased costs. The Association Treasurer reviewed the updated estimates with members and concluded that a one-time special assessment of \$102,000 is necessary to complete the required maintenance and repairs. The assessment will be billed to the associated property owners in a single annual installment on the 2026 Summer tax bill.

BUDGET IMPACT:

The impact is budget-neutral, as assessment costs are paid by the associated property owners, and the Kent Industrial Association of Property Owners will be billed for postage and mailing costs.

Kent Industrial Center Association of Property Owners

March 23, 2026

Ms. Traci Shaffer
City Treasurer
City of Wyoming, Michigan
Traci.Shaffer@wyomingmi.gov

Good morning, Traci,

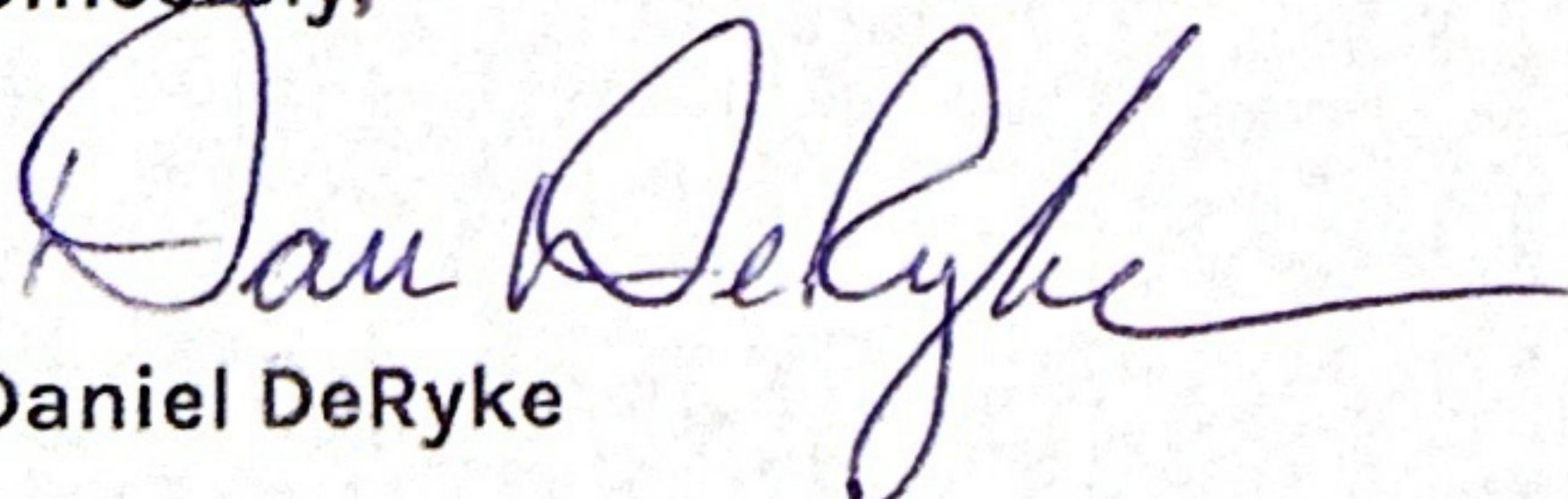
I am writing this letter to confirm the discussion and thoughts of the property owners regarding the funding and completion of the projects in progress on the boulevard within the Kent Industrial Center.

The two primary projects that are currently on hold due to insufficient cash flow for 2026 are the underground landscape sprinkling system upgrade and the tree and shrub pruning. Both projects were expected to take approximately three to four years to complete but it has become apparent due to multiple factors such as cost increases to equipment yet to be purchased, that it will take much longer without an increase in association member funding.

At the annual meeting of members on March 5th 2026, various funding options were discussed which would allow a faster completion of the projects and reduce the overall cost by avoiding future project cost inflation. After discussion of the options the majority of members in attendance supported doing a special one-time dues assessment in 2026 that would be equal to each member's current annual assessment. This would generate a one-time receipt of funds of approximately \$102,000. Combined with our projected annual cash surplus of approximately \$15,000 to \$20,000 generated from regular dues revenue, the Association would be able to complete between 80% to 90% of the two projects this year and we would finish the remainder utilizing surplus revenue in 2027.

Please let me know if you have any further questions.

Sincerely,



Daniel DeRyke

Treasurer / Interim President

Kent Industrial Center Association of Property Owners

Parcel Number	Property Address	Owner Name	Acreage	% of Total	Cost
41-18-18-326-001	200 32ND ST SE	TLW BUILDING ONE LLC	1.312	0.40%	409.22
41-18-18-326-010	3370 JEFFERSON AVE SE 3380	VERHOFF HOLDINGS LLC	1.377	0.42%	429.49
41-18-18-326-012	3420 JEFFERSON AVE SE	2002 GONZALEZ FAMILY TRUST	1.377	0.42%	429.49
41-18-18-326-016	3540 JEFFERSON AVE SE	SMV GROUP LLC	0.689	0.21%	214.90
41-18-18-326-017	3560 JEFFERSON AVE SE	JND WAREHOUSE LLC	1.377	0.42%	429.49
41-18-18-326-018	201 36TH ST SE	WEST MICHIGAN CREDIT UNION	1.722	0.53%	537.10
41-18-18-326-022	357 36TH ST SE	MING-YEN PROPERTY LLC	2.066	0.63%	644.40
41-18-18-326-023	230 32ND ST SE	GANO ENTERPRISES LLC	0.689	0.21%	214.90
41-18-18-326-024	240 32ND ST SE	KENT COMMERCE CENTER INC	0.689	0.21%	214.90
41-18-18-326-028	3303 LOUSMA DR SE	GOODALE FAMILY LLC	1.033	0.32%	322.20
41-18-18-326-029	3313 LOUSMA DR SE	STITCH LLC	1.105	0.34%	344.65
41-18-18-326-030	3323 LOUSMA DR SE	113 W MICHIGAN LLC	1.109	0.34%	345.90
41-18-18-326-032	3343 LOUSMA DR SE	WILLIAM L ZIMDAR TRUST	1.379	0.42%	430.12
41-18-18-326-033	3353 LOUSMA DR SE	3353 LOUSMA DR LLC	1.377	0.42%	429.49
41-18-18-326-034	3403 LOUSMA DR SE	FISK REEDS RE LLC	1.377	0.42%	429.49
41-18-18-326-035	3413 LOUSMA DR SE	CADILLAC NEW LMTD PRTRSH	1.377	0.42%	429.49
41-18-18-326-036	3423 LOUSMA DR SE	3423 LOUSMA LCC	1.485	0.45%	463.18
41-18-18-326-039	3513 LOUSMA DR SE	3513 YAT SAT LLC	1.822	0.56%	568.29
41-18-18-326-041	3522 LOUSMA DR SE	TIGHT LINE LLC	3.622	1.11%	1129.72
41-18-18-326-042	3422 LOUSMA DR SE	INSURANCE RESOURCE GROUP	1.561	0.48%	486.88
41-18-18-326-043	3412 LOUSMA DR SE	KENT COMMERCE CENTER INC	1.561	0.48%	486.88
41-18-18-326-044	3417 ROGER B CHAFFEE SE	KENT COMMERCE CENTER INC	2.342	0.72%	730.48
41-18-18-326-045	3322 LOUSMA DR SE	KENT COMMERCE CENTER INC	1.404	0.43%	437.91
41-18-18-326-046	3312 LOUSMA DR SE	OAK STREET INVESTMENT GRADE NET	1.346	0.41%	419.82
41-18-18-326-047	3363 ROGER B CHAFFEE SE	GSI GRAND RAPIDS LLC	1.916	0.59%	597.61
41-18-18-326-048	3413 ROGER B CHAFFEE SE	KENT COMMERCE CENTER INC	4.016	1.23%	1252.61
41-18-18-326-049	3300 JEFFERSON AVE SE	COFFMAN LIVING TRUST, RICHARD & MAR	2.755	0.84%	859.30
41-18-18-326-054	3520 JEFFERSON AVE SE	QJ PROPERTIES LLC	1.377	0.42%	429.49
41-18-18-326-055	3433 LOUSMA DR SE	G & K SERVICES CO	2.443	0.75%	761.98
41-18-18-326-056	3503 LOUSMA DR SE	GOODALE FAMILY LLC	1.813	0.55%	565.48
41-18-18-326-060	3400 JEFFERSON AVE SE	BLACK'S ENTERPRISES LLC	0.585	0.18%	182.46
41-18-18-326-061	3410 JEFFERSON AVE SE	WIKOFF COLOR CORP OF S.C.	0.792	0.24%	247.03
41-18-18-326-065	3331 LOUSMA DR SE	ROOTED INVESTMENTS LLC	1.056	0.32%	329.37
41-18-18-326-066	3333 LOUSMA DR SE	ZIMDAR PROPERTIES INC	1.01	0.31%	315.02
41-18-18-326-068	3281 ROGER B CHAFFEE SE	GOODALE FAMILY LLC	9.243	2.83%	2882.93
41-18-18-326-069	3480 JEFFERSON AVE SE	PB & JB PROPERTIES LLC	2.066	0.63%	644.40
41-18-18-326-070	255 36TH ST SE	255 36TH ST LLC	4.149	1.27%	1294.09
41-18-18-326-071	330 32ND ST SE	VAN KOEVERING FAMILY LIM	4.132	1.26%	1288.79
41-18-18-390-001	3523 LOUSMA DR SE	AIRTECH PROPERIES I LLC	1.376	0.42%	429.18
41-18-18-390-002	3525 LOUSMA DR SE	BROWNING PROPERTIES LLC	1.376	0.42%	429.18
41-18-18-390-003	3529 LOUSMA DR SE	CSA PROPERTY HOLDINGS LLC	1.376	0.42%	429.18
41-18-18-451-003	405 36TH ST SE 425	H & M LEASING LLC	1.43	0.44%	446.02
41-18-18-451-005	507 36TH ST SE	GREEN CANE PROPERTY LLC	1.664	0.51%	519.01
41-18-18-451-006	459 36TH ST SE	TNT KALAMAZOO ENTERPRISES LLC	0.895	0.27%	279.15
41-18-18-451-007	475 36TH ST SE	NOBLE HEIGHTS REAL ESTATE VENTURES	0.895	0.27%	279.15
41-18-18-451-009	3535 ROGER B CHAFFEE SE	NOBLE HEIGHTS REAL ESTATE VENTURES	2.787	0.85%	869.28
41-18-18-451-011	3457 ROGER B CHAFFEE SE	3457 ROGER B CHAFFEE LLC	4.882	1.49%	1522.72
41-18-18-451-012	3513 ROGER B CHAFFEE SE	JFH PROPERTIES LLC	2	0.61%	623.81
41-18-18-476-006	3516 ROGER B CHAFFEE SE 3594	BLUEWATER CORPORATE CENTER LLC	9.324	2.85%	2908.20
41-18-18-476-007	551 36TH ST SE	SUSAN SIPHRON TRUST	1.399	0.43%	436.35
41-18-18-476-008	609 36TH ST SE	BAPTIST MID-MISSIONS	1.377	0.42%	429.49
41-18-18-476-012	799 36TH ST SE	CONSUMERS ENERGY	1.289	0.39%	402.05
41-18-18-476-013	3400 ROGER B CHAFFEE SE	STEPHENS PIPE & STEEL LLC	10.474	3.20%	3266.89
41-18-18-476-014	3470 ROGER B CHAFFEE SE	TIC INVESTORS CHAFFEE LLC	9.363	2.86%	2920.36
41-18-18-476-015	755 36TH ST SE	HOPE NETWORK WEST MICHIGAN	6.418	1.96%	2001.80
41-18-18-476-019	795 36TH ST SE	HOPE NETWORK WEST MICHIGAN	3.33	1.02%	1038.64

41-18-18-476-020	775 36TH ST SE 781	HOPE NETWORK WEST MICHIGAN	3.322	1.02%	1036.15
41-18-18-476-021	653 36TH ST SE	MORRISON INDUSTRIAL EQUIP	1.346	0.41%	419.82
41-18-18-476-022	701 36TH ST SE	701 36TH STREET LLC	0.564	0.17%	175.91
41-18-18-476-024	400 32ND ST SE	SRC SCHULTZ HOLDINGS LLC	1.708	0.52%	532.73
41-18-18-476-025	3300 ROGER B CHAFFEE SE	KELLANOVA MANUFACTURING LLC	11.522	3.52%	3593.77
41-18-19-126-011	370 36TH ST SE	MARTIN NANCY J	1.377	0.42%	429.49
41-18-19-126-012	400 36TH ST SE	FIDLER ENTERPRISES LLC	1.38	0.42%	430.43
41-18-19-126-013	3680 HAGEN DR SE	TEAM RENTAL LLC	1.809	0.55%	564.24
41-18-19-126-014	3720 HAGEN DR SE	GRAND RAPIDS INVESTMENTS LLC	1.227	0.38%	382.71
41-18-19-126-015	3770 HAGEN DR SE	PJR VENTURES LLC	2.114	0.65%	659.37
41-18-19-126-043	3714 JEFFERSON AVE SE	KENNEDY'S STORAGE DELIVERY LLC	1.033	0.32%	322.20
41-18-19-126-044	3760 JEFFERSON AVE SE	BTLM HOLDINGS LLC	1.724	0.53%	537.72
41-18-19-126-051	3685 HAGEN DR SE 3687	WOLFPACK PROPERTIES LLC	1.037	0.32%	323.45
41-18-19-126-052	260 36TH ST SE	260-JFH LLC	5.65	1.73%	1762.26
41-18-19-126-055	3650 JEFFERSON AVE SE	LUTZ ALICIA A	0.895	0.27%	279.15
41-18-19-126-057	3670 JEFFERSON AVE SE	CHILDS, KATIE	0.93	0.28%	290.07
41-18-19-126-058	3690 JEFFERSON AVE SE	HAYSEED PARTNERS LLC	0.93	0.28%	290.07
41-18-19-126-059	3721 HAGEN DR SE	BENTELER AUTOMOTIVE CORPORATION	15.161	4.64%	4728.79
41-18-19-126-060	290 36TH ST SE	260-JFH LLC	0.689	0.21%	214.90
41-18-19-126-061	300 36TH ST SE 320	WDM PROPERTIES LLC	1.477	0.45%	460.68
41-18-19-201-002	3707 ROGER B CHAFFEE SE	PREFERRED BEAR LLC	4.31	1.32%	1344.31
41-18-19-201-003	3741 ROGER B CHAFFEE SE	JFH PROPERTIES LLC	4.511	1.38%	1407.00
41-18-19-201-007	3903 ROGER B CHAFFEE SE	3903 ROGER B CHAFFEE LLC	3.905	1.19%	1217.99
41-18-19-201-010	440 36TH ST SE	STEINDLER & BECK LLC	0.877	0.27%	273.54
41-18-19-201-012	3685 ROGER B CHAFFEE SE	STEINDLER & BECK LLC	0.985	0.30%	307.23
41-18-19-201-014	3803 ROGER B CHAFFEE SE	W W GRAINGER INC	3.275	1.00%	1021.49
41-18-19-201-015	3829 ROGER B CHAFFEE SE	3829 ROGER B CHAFFEE LLC	2.306	0.71%	719.25
41-18-19-201-016	3859 ROGER B CHAFFEE SE	3859 ROGER B CHAFFEE LLC	2.798	0.86%	872.71
41-18-19-201-017	420 36TH ST SE	MANUAL BEAR LLC	1.573	0.48%	490.63
41-18-19-201-018	424 36TH ST SE	36 LLC	1.473	0.45%	459.44
41-18-19-201-019	3961 ROGER B CHAFFEE SE	3691 RBC LLC	2.273	0.70%	708.96
41-18-19-201-020	3993 ROGER B CHAFFEE SE	3993 ROGER CHAFFEE LLC	1.781	0.54%	555.50
41-18-19-204-002	3660 ROGER B CHAFFEE SE	SCHUPAN HOLDINGS-WYOMING LLC	1.687	0.52%	526.18
41-18-19-204-005	3750 ROGER B CHAFFEE SE	KELLANOVA MANUFACTURING LLC	5.359	1.64%	1671.50
41-18-19-204-006	3810 ROGER B CHAFFEE SE	DISTRIBUTION PROPERTIES II LLC	5.18	1.58%	1615.67
41-18-19-204-012	3910 ROGER B CHAFFEE SE	ABIATHAR MANAGEMENT LLC	3.77	1.15%	1175.88
41-18-19-204-015	3860 ROGER B CHAFFEE SE	RBC REALTY LLC	3.939	1.20%	1228.59
41-18-19-204-016	3870 ROGER B CHAFFEE SE	MICHIGAN POSTAL HOLDINGS LLC	2.366	0.72%	737.97
41-18-19-204-019	550 36TH ST SE	550 36TH ST SE LLC	0.689	0.21%	214.90
41-18-19-204-020	574 36TH ST SE	PAINTERS SUPPLY AND EQUIPMENT CO	0.964	0.29%	300.68
41-18-19-204-021	3970 ROGER B CHAFFEE SE 4010	SUSPA INC	10.541	3.22%	3287.79
41-18-19-204-022	3710 ROGER B CHAFFEE SE	SCHUPAN HOLDINGS-WYOMING LLC	3.244	0.99%	1011.82
41-18-19-204-023	650 36TH ST SE	500 GRANDVILLE LLC	7.152	2.19%	2230.74
41-18-19-226-010	700 36TH ST SE	VHL ENTERPRISES LLC	1.202	0.37%	374.91
41-18-19-226-015	3627 LINDEN AVE SE	CHRISTIANSEN FUNERAL HOME &	0.822	0.25%	256.39
41-18-19-226-016	3631 LINDEN AVE SE	MICHIGAN CREMATION COMPANY	0.376	0.11%	117.28
41-18-19-403-004	4203 ROGER B CHAFFEE SE	JLAN LLC	5.256	1.61%	1639.37
41-18-19-403-005	4245 ROGER B CHAFFEE SE	CHAFFEE INDUSTRIAL LLC	4.387	1.34%	1368.33
41-18-19-403-008	509 44TH ST SE	QUICK TIME 44TH LLC	1.24	0.38%	386.76
41-18-19-403-009	4005 ROGER B CHAFFEE SE	C & Z INVESTMENTS I LLC	3.096	0.95%	965.66
41-18-19-403-011	4309 ROGER B CHAFFEE SE	SROA 4309 ROGER B CHAFFEE MI LLC	5.401	1.65%	1684.60
41-18-19-403-012	485 44TH ST SE	ELLIOT MCKONE LLC	1.379	0.42%	430.12
41-18-19-403-013	4037 ROGER B CHAFFEE SE	POTTER DISTRIBUTING INC	3.199	0.98%	997.78
41-18-19-403-015	4101 ROGER B CHAFFEE SE	THE BOUMA CORPORATION	3.424	1.05%	1067.96
41-18-19-403-016	4131 ROGER B CHAFFEE SE	4131 PROPERTY LLC	2.851	0.87%	889.24
41-18-19-403-017	4181 ROGER B CHAFFEE SE	DEVROU LIMITED LLC	2.91	0.89%	907.64
41-18-19-406-007	4398 ROGER B CHAFFEE SE	LS MANAGEMENT GROUP LLC	1.206	0.37%	376.16

41-18-19-406-010	4220 ROGER B CHAFFEE SE	M & J LEGACY HOLDINGS LLC	3.847	1.18%	1199.90
41-18-19-406-011	4240 ROGER B CHAFFEE SE	4240 ROGER B LLC	3.179	0.97%	991.54
41-18-19-406-012	4200 ROGER B CHAFFEE SE	GOTTLIEB INVESTMENT CO	7.806	2.39%	2434.73
41-18-19-406-014	4050 ROGER B CHAFFEE SE	4050 ROGER B CHAFFEE	2.751	0.84%	858.05
41-18-19-406-015	4080 ROGER B CHAFFEE SE	JEFRIK PROPERTIES LLC	2.567	0.78%	800.66
41-18-19-406-016	4350 ROGER B CHAFFEE SE	BELROSE REAL ESTATE LLC	1.02	0.31%	318.14
41-18-19-406-017	4310 ROGER B CHAFFEE SE	THE HOME CITY ICE COMPANY	1.314	0.40%	409.84
41-18-19-451-019	441 44TH ST SE	44 MADISON LLC	1.17	0.36%	364.93
41-18-19-451-024	451 44TH ST SE	44 MADISON LLC	0.234	0.07%	72.99
41-18-19-451-025	463 44TH ST SE	44 MADISON LLC	<u>1.327</u>	0.41%	<u>413.90</u>
			327.023		\$ 102,000.00

**CITY OF WYOMING
PUBLIC HEARING CONFIRM
SPECIAL ASSESSMENT ROLL #26-825**

TO THE OWNERS OF THE LOTS AND PARCELS OF LAND INCLUDED WITHIN THE FOLLOWING PUBLIC IMPROVEMENT:

REPAIR AND MAINTENANCE OF THE ROGER B CHAFFEE MEDIAN WITHIN THE KENT INDUSTRIAL DISTRICT.

The Association of Kent Industrial District Property Owners has requested a one-time assessment to address the repair and maintenance of the Roger B Chaffee Boulevard median within the Kent Industrial District.

The City Council has caused plans and specifications and an estimate of the cost of the above-described project, together with certain recommendations, to be prepared and made by the City Manager and the same is on file with the City Clerk for public examination.

During its meeting on Monday, **May 4, 2026 at 7:00 p.m.**, the City Council will hold a public hearing to take public comments from interested persons affected by the proposed project. (A list of affected properties is available through the City Treasurer's Office or at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Assessors-Office/Special-Assessment-Rolls>)

Those wishing to comment on this proposed project may do so by sending written comments to clerk_info@wyomingmi.gov or to City Hall by first-class mail or in person at the meeting. Persons with impairments or disabilities needing accommodations or who need language assistance services may contact the City Clerk at least 36 hours before the meeting to make accommodations.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
WEBSITE DESIGN AND IMPLEMENTATION

WHEREAS:

1. Proposals were accepted for the design and implementation of a new city website.
2. As detailed in the attached staff report, It is recommended City Council accept the proposal from CivicPlus for the design and implementation and two modules in the total estimated amount of \$64,258.24.
3. It is also recommended City Council authorize an annual fee of \$44,146.49 to host the website and modules.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts the proposal from CivicPlus.
2. City Council authorizes payment of the annual fee.
3. City Council authorizes the City Manager to sign the contract.
4. City Council authorizes the City Manager to accept future annual fee agreements in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 4, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

Staff Report

Date: April 27, 2025
Subject: Approval of Contract for New City of Wyoming Website
From: Nicole Hofert, Deputy City Manager
CC: John Shay, City Manager
Meeting Date: May 4, 2026

RECOMMENDATION

It is recommended that the City Council approve and authorize the City Manager to sign the contract for the new website design and implementation with CivicPlus.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
 - GOAL 1 – Strengthen community relations and Wyoming's sense of identity

DISCUSSION

As part of the City's branding effort and to increase communication with residents and businesses the City will be replacing its antiquated website with a new website. The new website is more user friendly and offers streamlined modules that will help increase staff efficiency and communication with residents. It has a mobile friendly platform and will provide a better user experience.

The process of soliciting vendors for a new website began last summer with a request for proposals. The City interviewed three firms and a committee made up of City staff members recommended CivicPlus as the new website vendor. Since that time, the Manager's office has worked with CivicPlus to tailor their portfolio to meet the needs of the City.

It is recommended the City enter into a contract with CivicPlus to design and implement a new city website and the following modules for \$64,258.24:

- Process Automation- includes an integrated payment system for residents to use to pay invoices; also includes an expanded form library
- Next Request – a FOIA module that will automate and streamline the FOIA process for residents and city staff

There will be an annual fee of \$44,146.49 for CivicPlus to host the website and modules.

Once awarded, CivicPlus will assign a project manager to the project and work with city staff to design and build the new city website. This process will take approximately eight months.

BUDGET IMPACT

Adequate funds are available in 101-10100-10300-801.00.

ATTACHMENTS

CivicPlus Contract



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
Q-113859-1
4/27/2026 3:57 PM

5/29/2026

Client:
City of Wyoming, MI

Bill To:
WYOMING CITY, MICHIGAN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David May	(785)-370-7821	may@civicplus.com		Net 30

Website

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Annual - Municipal Websites Central	Annual - Municipal Websites Central	USD 5,103.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -5,103.00
1.00	Hosting & Security Annual Fee - Websites Central	Hosting & Security Annual Fee - Municipal Websites Central	USD 1,188.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,188.00
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	USD 600.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -600.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.wyomingmi.gov/	USD 89.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -89.00
1.00	DNS Hosting for .GOV Annual Fee	DNS Hosting for .GOV Annual Fee: https://www.wyomingmi.gov/	USD 75.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -75.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Premium Implementation - Municipal Websites	Premium Implementation	USD 12,054.75
79.00	Website Content Development - 1 Page	Content Development - 1 Page	USD 2,370.00
6.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees	USD 3,375.00
1.00	Agendas & Minutes Migration - PDF - 100 Meetings	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	USD 637.50
1.00	Premium Department Header Annual Fee - Municipal Websites	Premium Department Header Annual Fee: Intranet	USD 938.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -938.00
1.00	Premium Department Header Implementation - Municipal Websites	Premium Department Header Implementation	USD 3,386.25
1.00	Municipal Websites Central: AI Editing Assistant	AI Editing Assistant is an optional CivicPlus Municipal Websites Central feature that lets authorized users create and improve content using integrated AI tools to generate, summarize, rewrite, and polish text across supported fields.	USD 0.00
1.00	CivicPlus Agent	AI powered agent providing resident facing answers and related actions, paired with an administrative interface where customers select knowledge sources, including but not limited to municipal websites, online code hosting, and uploaded documents.	USD 11,075.49
1.00	CivicPlus Platform Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,500.00
1.00	CivicPlus Agent Implementation	CivicPlus Agent implementation fee	USD 1,500.00

Process Automation

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Process Automation Premium Package	Process Automation Premium Package	USD 0.00
1.00	Forms & Apps	Forms & Apps	USD 5,760.00
1.00	Data Manager Module	Data Manager Module	USD 2,880.00
1.00	OB Connectors, PA	OB Connectors, PA	USD 1,500.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Process Automation: Annual Professional Services - 5 Hours	Annual Professional Services - 5 Hours	USD 1,075.00
1.00	Process Automation Pay - Global Payments Integrated	Process Automation Pay - Global Payments Integrated	USD 0.00
1.00	Process Automation External Processor Annual Fee - Global Payments Integrated	Pay Maintenance and Support Annual Fee	USD 1,500.00
1.00	Process Automation External Processor Implementation - Global Payments Integrated	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	USD 2,250.00
1.00	Process Automation Implementation & Setup	The CivicPlus team will document your process workflow, and will work with your team to build, configure, and style your solution.	USD 1,350.00
1.00	Process Automation and Digital Services: Platform IdP Integration Annual Fee	Platform IdP Integration Annual Fee	USD 1,575.00
1.00	Process Automation and Digital Services: Platform IdP Integration Implementation Fee	Platform IdP Integration Implementation Fee	USD 1,181.25

NextRequest

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Standard Plan	NextRequest Standard Plan for local agencies; Unlimited Staff Users, Up to 10 Admin-Publisher Users, Up to 2TB Storage. Core Features: Review & Redaction Features, Payments, IT & Compliance Features	USD 10,788.00
1.00	NextRequest PT Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions	USD 1,500.00
1.00	NextRequest External Processor Annual Fee - Global Payments Integrated	Pay Maintenance and Support Annual Fee	USD 0.00
1.00	NextRequest Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD 0.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest External Processor Implementation - Global Payments Integrated	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	USD 0.00

List Price - Initial Term Total	USD 84,329.00
Total Investment - Initial Term	USD 64,258.24
Annual Recurring Services (Subject to Uplift)	USD 44,146.49

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-113859-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:


Date:

Date:

Organization Legal Name:

Approved as to form:

Billing Contact:



Greg Stremers, City Attorney

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT FOR
INDUSTRIAL PRETREATMENT SOFTWARE AND SUPPORT SERVICES

WHEREAS:

1. As detailed in the attached staff report, Aquatic Informatics Inc. provides industrial pretreatment software and support services for the Wastewater Treatment Plant.
2. Aquatic Informatics Inc. has provided the City an agreement to continue to provide the software and support services for an additional 3-years.
3. It is recommended City Council accept the amounts as listed below:

Year 1	\$24,650.66
Year 2	\$26,376.20
Year 3	\$28,222.54

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts an agreement with Aquatic Informatics Inc.
2. City Council authorizes the City Manager to sign the agreement.

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: May 4, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: April 16, 2026

Subject: Industrial Pretreatment Software and Support Services

From: Lisa Bartrum, Environmental Services Supervisor

CC: Aaron Vis, Director of Public Works

Meeting Date: May 4, 2026

RECOMMENDATION:

It is recommended that the City Council accept a three-year service agreement renewal proposal from Aquatic Informatics for a total amount of \$79,249.40.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Environmental Services work group at the Wastewater Treatment Plant utilizes Linko, a data management and regulatory compliance software program, to compile, store, and track all necessary information for industrial and commercial sewer users. Additionally, it manages the same data for the wholesale customers in Kentwood, Byron, and Gaines townships. This software also generates sewer use surcharges and discharge limit violation penalties for utility billing functions. Our own compliance with State and Federal regulations is also managed within the program, which is vital during our State of Michigan audits.

In 2020, Environmental Services moved to the software developers hosted/cloud-based environment which allowed for full implementation of the options available to the work group within this software. The data and workflow generated by this system is integral to the ongoing compliance and report functions that the Environmental Services staff work with each day. This also eliminated the need for additional IT team support as all updates and backups are done by the host automatically. Remote access is available from site to site as our inspectors perform their duties throughout the entire service area. The City Attorney's Office has reviewed and approved this renewal contract.

BUDGET IMPACT:

The total three-year renewal agreement subscription fee is \$79,249.40. Year one annual renewal fee is \$24,650.66, year two is \$26,376.20 and the third year is \$28,222.54. Sufficient Funds have been budgeted and can be found in the Sewer Fund account #590-536-54700-806.000.

ATTACHMENTS:

Aquatic Informatic Service Agreement



Quote 00025321

Details: Created On: 06 Mar 2026
Expires On: 30 Jun 2026

Prepared For: Lisa Bartrum
(616) 530-7256
bartruml@wyomingmi.gov

City of Wyoming, Michigan
2350 Ivanrest Ave.
Wyoming, Michigan 49418
United States

Submitted By: Courtney Kocel
(970) 413-4193
courtney.kocel@aquaticinformatics.com



Quote Summary

Year One Term: July 1st, 2026 - June 30th, 2027
Option Year One: July 1st, 2027 - June 30th, 2028
Option Year Two: July 1st, 2028 - June 30th, 2029

Option years to be mutually agreed upon by both parties.

Product	Sales Price	Term	Qty	Total Price
LKOSMA Linko Support & Maintenance <i>Customer support and maintenance plan for Linko software. Includes live telephone support and 24 x 7 access to web-based support and knowledge base as defined in the Service Agreement.</i>	\$12,697.69	12mos	1.0	\$12,697.69
LKOHOST Linko Hosting Service <i>Services to host and maintain customer's existing Linko software licenses and configuration on a dedicated virtual server. (Recurring annual fee)</i> <i>Hosting service includes:</i> - Password protected, secure, encrypted access using Remote Desktop services. - Individual, personalized desktops for each RDP user (subscriber) - Access to Linko software from virtually any location with broadband internet - Upgrades of Linko software upon version release - Automated daily backups of your data and software - Improved software speed inherent to state of the art hosting infrastructure	\$6,956.07	12mos	1.0	\$6,956.07
LKORDPUSR-BYOL RDP User(s) - BYOL <i>Recurring annual fee for RDP access to Linko software.</i>	\$0.00	12mos	9.0	\$0.00
Remote Sampler Subscription <i>Remote Sampler Subscription</i>	\$1,867.72	12mos	1.0	\$1,867.72
Sampling Assistant Subscription (Small) <i>Sampling Assistant Subscription - Forecasts an annual sampling matrix based on each Industry's parameter sampling requirements. Also creates a Chain of Custody form and bottle labels. Makes one system COC that satisfies most sampling requirements, and may be edited by the user.</i>	\$3,129.18	12mos	1.0	\$3,129.18



<p>AA-LKO-IPP Aquatic Academy User Subscription - IPP (Linko) <i>Annual user subscription to the Aquatic Academy, a state-of-the-art learning management system for superior customer education and training. Provides access to online courses for Linko Industrial Pretreatment Program software and is available 24x7x365. Users will learn at their own pace on their own schedule and complete quizzes and earn a final certification to ensure comprehension. All courses are available to take as many times as desired. The Aquatic Academy is an ideal solution for new users, refresher training for power users and everything in between.</i></p>	\$0.00	12mos	1.0	\$0.00
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Summary of Products & Services

Software Licenses (One-Time License Fees): \$0.00 USD
 Professional Services (One-Time Service Fees): \$0.00 USD
 Recurring Annual Fees (SaaS & SMA): \$24,650.66 USD

**YEAR ONE TERM
 GRAND TOTAL: \$24,650.66 USD**

All prices are quoted exclusive of taxes.

Order Details

To proceed with a purchase, please sign this quote (preferably via DocuSign) and provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to courtney.kocel@aquaticinformatics.com and please reference quote **00025321**.

Courtney Kocel
 (970) 413-4193
courtney.kocel@aquaticinformatics.com

Aquatic Informatics Inc.
 5600 Lindbergh Dr
 Loveland, CO 80538
 FEIN: 47-2917533

Terms and Conditions

By signing this quote, you are agreeing to the Aquatic Informatics' Terms and Conditions (located at <https://aquaticinformatics.com/terms-conditions/>) and online Service Offering and Service Level Agreement (see links below). This agreement is made between the customer named above ("Subscriber") and Aquatic Informatics Inc., having an address at 5600 Lindbergh Dr, Loveland, CO 80538 ("Provider"), and sets forth the terms and conditions on which Aquatic Informatics will supply Products and Services to the customer.

All Aquatic Informatics Software (exceptions noted below):

- [SaaS: Services Offering and Service Level Agreement](https://aquaticinformatics.com/saas-service-offering/)
- [On-Premise: Software License Agreement](https://aquaticinformatics.com/on-premise-software/)

Exceptions:

- [WIMS Online: WIMS Online Services Offering and Service Level Agreement](https://aquaticinformatics.com/wims-online-saas/)



- [WIMS On-Premise: WIMS On-Premise Software License Agreement](https://aquaticinformatics.com/wims-on-premise/)

Electronic Acceptance

Expiration Date: Must be signed by 30 Jun 2026

Subscriber: City of Wyoming, Michigan

Subscriber Signature: Per:

Name: Lisa Bartrum

Title:

Date:

Subscriber Details: Phone: (616) 530-7256
Email: bartruml@wyomingmi.gov

Company: City of Wyoming, Michigan
2350 Ivanrest Ave.
Wyoming, Michigan 49418
United States

Approved as to form:

Greg Stremers, City Attorney

Provider: Aquatic Informatics

Provider Signature: Per: Signed by:
DA0302C1218B4B7...

Name: Kent Seymour

Title: Director, Customer Succ

Date: April 3, 2026



Option Year One (1) Quote Summary

Term Dates: July 1st, 2027 - June 30th, 2028

Option years to be mutually agreed upon by both parties.

Product	Sales Price	Term	Qty	Total Price
<p>LKOSMA Linko Support & Maintenance <i>Customer support and maintenance plan for Linko software. Includes live telephone support and 24 x 7 access to web-based support and knowledge base as defined in the Service Agreement.</i></p>	\$13,586.53	12mos	1.0	\$13,586.53
<p>LKOHOST Linko Hosting Service <i>Services to host and maintain customer's existing Linko software licenses and configuration on a dedicated virtual server. (Recurring annual fee)</i></p> <p><i>Hosting service includes:</i></p> <ul style="list-style-type: none"> - Password protected, secure, encrypted access using Remote Desktop services. - Individual, personalized desktops for each RDP user (subscriber) - Access to Linko software from virtually any location with broadband internet - Upgrades of Linko software upon version release - Automated daily backups of your data and software - Improved software speed inherent to state of the art hosting infrastructure 	\$7,442.99	12mos	1.0	\$7,442.99
<p>LKORDPUSR-BYOL RDP User(s) - BYOL <i>Recurring annual fee for RDP access to Linko software.</i></p>	\$0.00	12mos	9.0	\$0.00
<p>Remote Sampler Subscription <i>Remote Sampler Subscription</i></p>	\$1,998.46	12mos	1.0	\$1,998.46
<p>Sampling Assistant Subscription (Small) <i>Sampling Assistant Subscription - Forecasts an annual sampling matrix based on each Industry's parameter sampling requirements. Also creates a Chain of Custody form and bottle labels. Makes one system COC that satisfies most sampling requirements, and may be edited by the user.</i></p>	\$3,348.22	12mos	1.0	\$3,348.22



<p>AA-LKO-IPP Aquatic Academy User Subscription - IPP (Linko) <i>Annual user subscription to the Aquatic Academy, a state-of-the-art learning management system for superior customer education and training. Provides access to online courses for Linko Industrial Pretreatment Program software and is available 24x7x365. Users will learn at their own pace on their own schedule and complete quizzes and earn a final certification to ensure comprehension. All courses are available to take as many times as desired. The Aquatic Academy is an ideal solution for new users, refresher training for power users and everything in between.</i></p>	\$0.00	12mos	1.0	\$0.00
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Summary of Products & Services

Software Licenses (One-Time License Fees): \$0.00 USD
 Professional Services (One-Time Service Fees): \$0.00 USD
 Recurring Annual Fees (SaaS & SMA): \$26,376.20. USD

**OPTION YEAR ONE
 GRAND TOTAL: \$26,376.20 USD**

Option Year Two (2) Quote Summary

Term Dates: July 1st, 2028 - June 30th, 2029

Option years to be mutually agreed upon by both parties.

Product	Sales Price	Term	Qty	Total Price
<p>LKOSMA Linko Support & Maintenance <i>Customer support and maintenance plan for Linko software. Includes live telephone support and 24 x 7 access to web-based support and knowledge base as defined in the Service Agreement.</i></p>	\$14,537.59	12mos	1.0	\$14,537.59
<p>LKOHOST Linko Hosting Service <i>Services to host and maintain customer's existing Linko software licenses and configuration on a dedicated virtual server. (Recurring annual fee)</i></p> <p><i>Hosting service includes:</i></p> <ul style="list-style-type: none"> - Password protected, secure, encrypted access using Remote Desktop services. - Individual, personalized desktops for each RDP user (subscriber) - Access to Linko software from virtually any location with broadband internet - Upgrades of Linko software upon version release - Automated daily backups of your data and software - Improved software speed inherent to state of the art hosting infrastructure 	\$7,964.00	12mos	1.0	\$7,964.00



LKORDPUSR-BYOL RDP User(s) - BYOL <i>Recurring annual fee for RDP access to Linko software.</i>	\$0.00	12mos	9.0	\$0.00
Remote Sampler Subscription <i>Remote Sampler Subscription</i>	\$2,138.35	12mos	1.0	\$2,138.35
Sampling Assistant Subscription (Small) <i>Sampling Assistant Subscription - Forecasts an annual sampling matrix based on each Industry's parameter sampling requirements. Also creates a Chain of Custody form and bottle labels. Makes one system COC that satisfies most sampling requirements, and may be edited by the user.</i>	\$3,582.60	12mos	1.0	\$3,582.60
AA-LKO-IPP Aquatic Academy User Subscription - IPP (Linko) <i>Annual user subscription to the Aquatic Academy, a state-of-the-art learning management system for superior customer education and training. Provides access to online courses for Linko Industrial Pretreatment Program software and is available 24x7x365. Users will learn at their own pace on their own schedule and complete quizzes and earn a final certification to ensure comprehension. All courses are available to take as many times as desired. The Aquatic Academy is an ideal solution for new users, refresher training for power users and everything in between.</i>	\$0.00	12mos	1.0	\$0.00

Summary of Products & Services

Software Licenses (One-Time License Fees): \$0.00 USD
 Professional Services (One-Time Service Fees): \$0.00 USD
 Recurring Annual Fees (SaaS & SMA): \$28,222.54. USD

OPTION YEAR 2
GRAND TOTAL: \$28,222.54 USD

Terms & Conditions of Sales - <https://aquaticinformatics.com/terms-conditions/>

Effective February 11, 2025

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEB SITE. BY USING ANY OF THE SERVICES OR SOFTWARE PROVIDED BY AQUATIC INFORMATICS OR ITS SUBSIDIARIES OR AFFILIATES, YOU CONFIRM YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN YOU MAY NOT USE THE SERVICES OR SOFTWARE.

Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for software, goods manufactured and/or supplied, and services provided, by Aquatic Informatics (“Provider”) or any of its affiliates or subsidiaries identified as the selling entity listed on the accompanying software, service or other agreement accompanying these Terms and Conditions and sold to the original purchaser thereof (“Subscriber”). Unless otherwise specifically stated in a previously executed written purchase agreement signed by authorized representatives of Provider and Subscriber, these Terms & Conditions of Sale establish the entirety of the rights, obligations and remedies of Provider and Subscriber which apply to this offer and any resulting order or contract for the sale of Provider’s software, goods and or serviceeats (“Service Offering/Work”).

APPLICABLE TERMS & CONDITIONS

These Terms & Conditions of Sale are contained directly and/or by reference in Provider’s offer, order acknowledgment, Service Offering and Service Level Agreement and any related invoice documents (collectively “Service Offering Agreement”). The first of the following acts constitutes an acceptance of Provider’s offer and not a counteroffer and creates a contract of sale in accordance with these Terms & Conditions: (i) Subscriber’s issuance of a purchase order document against Provider’s offer; (ii) acknowledgement of Subscriber’s order by Provider; or (iii) commencement of any performance by Provider pursuant to Subscriber’s order. Provisions contained in Subscriber’s purchase documents (including electronic commerce interfaces) that are in conflict with, materially alter, add to and/or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Service Offering Agreement.

1. Fees and Payment.

1. Fees and Payment. Fees charged for the Services Offering/Work are set out in your quotation. All such fees are payable on a net 30 days basis without setoff or counterclaim, and without any deduction or withholding. Provider will notify you if there are any fees charged for new options applicable to the Service Offering/Work or if there are fee increases. Overdue invoices will accrue interest at the rate of 1.5% of the outstanding balance per month. 1.2 Upon request, the Provider may offer optional professional services (PS) to the Subscriber under mutually agreed terms outlined in a Quote or Statement of Work (SOW), which may include software installation, implementation services, and training. It is the Subscriber’s responsibility to ensure that project

schedules, milestones, and deliverables are aligned with their expectations as specified in the Quote or SOW. Any changes to information related to adjustments in milestones or pricing must be communicated in writing and mutually agreed upon by both the Provider and the Subscriber. Charges for PS that have commenced according to the milestones defined in the Quote or SOW are noncancellable, and the Subscriber is required to pay accordingly. Unless terminated for cause, PS will be provided and charged based on the agreed milestones and schedules, if changes were not mutually agreed upon. Penalties related to project delays and project holds will be detailed in the Quote or SOW.

2. Consequences of Breach.

Provider may terminate your Service Offering/Work access if you breach, or Provider has a reasonable basis to believe you will breach any part of the Services Offering Agreement in a way that: (i) poses a security risk to Provider or any third party, (ii) may adversely impact the Service Offering/Work, Provider or a third party's operations, (iii) may subject Provider or any third party to liability, or (iv) may be fraudulent; or (v) breaches applicable law or regulation.

Provider will give Subscriber written notice of such breach. If such breach is not corrected in the time required by the Provider, the Provider may terminate the Service Offering/Work.

2.1. Instead of termination Provider may choose to suspend your right to access or use any portion or all the Service Offering/Work. In such event;

- a) you remain responsible for all fees and charges you have incurred through the date of suspension;
- b) you remain responsible for any applicable Service Offering/Work fees for any modules to which you continue to have access (including hosting, data storage fees or fees for in-process tasks completed after the date of suspension; and
- c) you will not be entitled to any service credits for any period of suspension.

Provider's right to suspend Subscriber's access or use the Service Offering/Work is in addition to Provider's termination rights set out below.

3. Term and Termination. Unless defined in your SOW, the Service Offering Agreement becomes effective when the quotation is signed by both Subscriber and Provider. If not stated in the quote the Subscription Term will be for a yearly term and will automatically renew for successive yearly periods unless a party notifies the other in writing not less than thirty (30) days prior to expiration of intent to not renew.

Provider's right to suspend Subscriber's access or use the Service Offering/Work is in addition to Provider's termination rights set out below.

3. Term and Termination.

The Service Offering Agreement becomes effective when the quotation is signed by both Subscriber and Provider. The term of the Service Offering Agreement shall commence when Provider sends Subscriber login credentials for the Services Offering/Work quoted and is for the length of time stated on the quotation ("Subscription Term").

3.1 Additionally, the Services Offering Agreement shall terminate in each of the following events:

a) Either party may terminate the Service Offering Agreement if the other becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other and is not dismissed within 30 days following commencement thereof.

b) Either party may terminate the Services Offering Agreement for cause upon thirty (30) days advance notice to the other if there is any material default or breach by the other, unless the defaulting party has cured the material default or breach within the thirty (30) day notice period.

c) Termination as set forth in Section 3.

If the Services Offering Agreement subscription is terminated for cause by Subscriber, then Provider shall refund Subscriber any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. Upon termination for cause by Provider, Subscriber shall pay any unpaid fees covering the remainder of the Subscription Term after the effective date of termination. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to Provider for the period prior to the effective date of termination.

3.2. Any post-termination assistance additional to that described below is subject to mutual written agreement.

(a) Generally. Upon any termination of the Services Offering Agreement:

(i) all your rights under immediately terminate;

(ii) you remain responsible for all fees you have incurred through the date of termination, including fees for in-process tasks completed after the date of termination;

(iii) you will immediately return or, if instructed by us, destroy all Confidential Information provided to you by the Provider.

(b) Post-Termination Assistance. Following termination:

(i) unless notified otherwise by you, for a period of thirty (30) days following termination we will not erase any of your Content (which is defined to include all information provided by Subscriber through configuration of the Service Offering/Work or any data submitted by the Subscriber, or by any party authorized by the Subscriber to submit data to support or enable the Service Offering/Work) as a result of the termination in order to allow you retrieve your Content;

(ii) you may retrieve your Content from the Service Offering/Work only if you have paid all fees due to Provider;

(ii) if more than thirty (30) days post-termination are required for you to retrieve all your Content, you will be charged for a month-to-month subscription service for each additional thirty (30) day period you require to retrieve your Content;

(iv) upon retrieval of your Content, you may instruct Provider to destroy all copies of your Content stored on the Service Offering/Work and request Provider to provide certification in writing that all

your Content has been destroyed within fifteen (15) days of Provider receiving Subscriber instructions; and

(v) Provider will provide you with the same post-termination data retrieval assistance that it generally makes available to all Subscribers on a time and materials basis at then stated hourly rates.

4. Proprietary Rights and Confidentiality.

4.1 Ownership.

a) "Proprietary Information" means any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which Provider considers proprietary. All Proprietary Information and intellectual property rights, title and interest, including copyright and trade secret rights in and to anything associated with the Service Offering/Work and the Content remains that of Provider. As between Provider and Subscriber, Subscriber exclusively owns all rights, title and interest in and to all of Subscriber's Content. No right or license is granted hereby to Subscriber or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of Provider, except for the limited use licenses implied by law.

b) Subscriber shall not (i) permit any third party to access the Service Offering/Work except as expressly permitted, (ii) create derivative works based on the Service Offerings, (iii) copy, frame or mirror any part or content of the Services, (iv) reverse engineer the Service Offering/Work, or (v) access the Service Offering/Work in order to build a competitive product or service, or copy any features, functions or graphics of the Service Offering/Work.

c) Using the Service Offering it is possible to collect aggregated anonymized data in which all personal identifiers have been removed, such that the information could not reasonably be used to identify an individual, which is collected and stored without association with Personally Identifiable Information (PII) and does not identify Subscriber or any of Subscriber's personnel in any way ("Aggregated Data"). Provider may collect, use and disclose such Aggregated Data for any purposes including for research, analysis, reporting and to further develop the Service Offerings and ancillary services. Provider has exclusive ownership, use, and distribution rights to such Aggregated Data for any purpose, including, but not limited to, advertising, marketing, and promotion of opportunities to other clients and prospective clients of its Service Offering/Work.

4.2 "Confidential Information" means information concerning any information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies, as confidential information or a trade secret and specifically includes the Services, either parties Content, business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Service Offering, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information does not include information which is: at the time of disclosure, or thereafter becomes part of the public domain without any violation by the Recipient; already in the Recipient's possession before

disclosure of such information to the Recipient by the Discloser; following the date of the signed quotation is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret; and developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records.

4.3 Confidentiality. The following terms apply to Confidential Information and the ownership thereof. All Confidential Information is owned by the respective parties. Neither party will, at any time, whether before or after the termination, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing. Each party will hold the other's Confidential Information in confidence and will protect each other's Confidential Information with the same degree of care with which it treats its own Confidential Information, but in no case with any less degree than reasonable care. For certainty, Recipient and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Provider and will not transfer or disclose it without Providers prior written consent, or use it for the manufacture, procurement, servicing or calibration of Work or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it without Provider's prior written consent. Confidential Information may be disclosed to a party only to employees or consultants having a need-to-know provided such parties are bound by confidentiality obligations. If Confidential Information is disclosed inadvertently the disclosing party will immediately notify the other party and will assist the other party in remedying the confidentiality breach. If Confidential Information is required to be disclosed pursuant to a valid subpoena, governmental order, judicial order or other operation of law the disclosing party will immediately notify the other party and will assist the other party seeking a protective order or other similar appropriate remedy in order to limit the Confidential Information disclosure to the extent possible or practicable.

5. Miscellaneous.

The parties acknowledge that each is an independent contractor and nothing in this Service Offering Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

5.1 Sections 5 and 6 and any other sections that may be reasonably construed as intended to survive shall survive termination of the Service Offering Agreement.

5.2 Upon consent by Provider, this Service Offering Agreement may be used for cooperative procurement by any public or municipal body, entity, agency or institution, If so authorized, and in order to forego a related entity RFP or similar competitive bidding process, the Service Offering Agreement may be extended to such other entities for the procurement of similar products and/or services provided to Subscriber and at fees in accordance with the Service Offering Agreement unless separately negotiated between such other entities and Provider. Further related entities participating in a cooperative procurement process shall place their own orders directly with Provider. Provider and such other entities will fully and independently administer their own separate contracting processes but all in accordance with substantially similar contracting processes as set out in this Service Offering Agreement.

6. Prices.

All prices, unless stated otherwise, are in U.S. dollars and are based on delivery as stated above unless otherwise quoted by Provider. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of the Work. Subscriber will either pay all such charges or provide Provider with acceptable exemption certificates, which obligation survives performance under this Service Offering Agreement.

7. Limited Warranty.

Provider warrants that the Service Offering/Work sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific Service Offering/Work purchased. Provider warrants that Work furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the Work. Parts provided by Provider in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any nonfunctioning parts that are repaired by Provider shall become the property of Provider. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Service Offering/Work not meeting this Limited Warranty is at Provider's option: repair, replacement, or credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Provider is willing to provide such replacement, credit or refund.

8. Indemnification.

All indemnification obligations imposed upon Provider are limited to the extent of those damages proportionately caused by Provider's breach of the Service Offering Agreement, negligence, wrongful conduct, or violations of law. In no case is Provider liable for any damages caused by negligence, misuse or misapplication of Service Offering/Work by others. Subscriber shall defend, indemnify and hold harmless Provider against all damages to the extent cause by misuse or misapplication of Service Offering/Work, breach of this Service Offering Agreement, negligence, wrongful conduct, or violations of law by Subscriber or its affiliates or those employed by, controlled by or in privity with them, and Subscriber agrees to so defend and indemnify Provider.

9. Patent Protection.

Subject to all limitations of liability provided herein, Provider will, with respect to any Service Offering/Work of Provider's design or manufacture, indemnify Subscriber from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any Canadian or U.S. patent (or European patent for Service Offering/Work that Provider sells to Subscriber for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Service Offering/Work sold to Subscriber hereunder and from reasonable expenses incurred by Subscriber in defense of such suit if Provider does not

undertake the defense thereof, provided that Subscriber promptly notifies Provider of such suit and offers Provider either (i) full and exclusive control of the defense of such suit when Service Offering/Work of Provider only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Provider are also involved. Provider's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Service Offering/Work according to their applications as envisioned by Provider's specifications. In case the Service Offering/Work are in such suit held to constitute infringement and the use of the Work is enjoined, Provider will, at its own expense and at its option, either procure for Subscriber the right to continue using such Service Offering/Work or replace them with non-infringing software, services, and/or products, or modify them so they become non-infringing, or remove the Service Offering/Work and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Provider for patent infringement by the Service Offering/Work. Further, to the same extent as set forth in Provider's above obligation to Subscriber, Subscriber agrees to defend, indemnify and hold harmless Provider for patent infringement related to (a) any Service Offering/Work or goods manufactured to the Subscriber's design, (b) software or services provided in accordance with the Subscriber's instructions, or (c) Provider's Service Offering/Work when used in combination with any other devices, parts or software not provided by Provider hereunder.

10. Software and Data.

All licenses to Provider's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Provider's software: Provider grants Subscriber only a personal, non-exclusive license to access and use the software provided by Provider with the Service Offering/Work purchased hereunder solely as necessary for Subscriber to enjoy the benefit of the Service Offering/Work. A portion of the software may contain or consist of open-source software, which Subscriber may use under the terms and conditions of the specific license under which the open-source software is distributed. Subscriber agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Subscriber's use of the Service Offering/Work, Provider may obtain, receive, or collect data or information, including data produced by the Service Offering/Work. In such cases, Subscriber grants Provider a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Provider and its affiliates.

11. Export and Import Licenses and Compliance with Laws and Related Company Policies.

Unless otherwise specified in this Service Offering Agreement, Subscriber is responsible for obtaining any required export or import licenses. Provider represents that all Service Offerings/Work delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Subscriber will comply with all laws and regulations applicable to the installation or use of all such Service Offerings/Work, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export,

transfer and use of all Work and technology delivered hereunder. Subscriber will not sell, transfer, export or re-export any Provider Service Offering/Work or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Provider Service Offerings/Work or technology in any facility which engages in activities relating to such weapons. Subscriber will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Subscriber's business activities in connection with this Service Offering Agreement, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Subscriber agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Subscriber or for Provider, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Subscriber's activities related to this Service Offering Agreement. Provider asks Subscriber to "Speak Up!" if aware of any violation of law, regulation or our Code of Conduct ("Code of Conduct") in relation to this Service Offering. See Integrity and compliance | Veralto for a copy of the Code and for access to our Helpline portal.

12. Force Majeure.

Provider is excused from performance of its obligations under this Service Offering Agreement to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Provider by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Provider may, at its option, terminate any part of or all of this Service Offering Agreement without penalty and without being deemed in default or in breach thereof.

13. Non-Assignment and Waiver.

Subscriber will not transfer or assign this Service Offering Agreement or any rights or interests hereunder without Provider's prior written consent. Failure of either party to insist upon strict performance of any provision of this Service Offering Agreement, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Service Offering Agreement will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

14. Limitation of Liability.

Provider, its affiliates, subsidiaries, and each of their respective directors, officers, members, partners, and/or employees (individually, a “Provider Indemnified Party” and collectively, the “Provider Indemnified Parties”) will not be liable to Subscriber under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Work purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Subscriber’s customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Provider Indemnified Parties arising out of the performance or non-performance hereunder or Provider’s obligations in connection with the design, manufacture, sale, delivery, and/or use of the Service Offering/Work will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Provider for any Service Offering/Work delivered hereunder.

15. Applicable Law and Dispute Resolution.

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Michigan.

16. Funds Transfers.

Subscriber and Provider both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Subscriber must verbally confirm any new or changed bank transfer or mailing instructions by calling Provider and speaking with Provider’s accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

17. Entire Agreement & Modification.

These Terms & Conditions of Sale and accompanying software or service agreement constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Provider unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Provider. Provider rejects any additional or inconsistent Terms & Conditions of Sale offered by Subscriber at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Provider’s acceptance of Subscriber’s order for the described Service Offering/Work.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT QUOTES FOR
LIGHT AND HEAVY AUTOMOTIVE VEHICLE MAINTENANCE AND REPAIR SERVICES

WHEREAS:

1. As detailed in the attached staff report, quotes were requested for light and heavy automotive vehicle maintenance and repair services.
2. It is recommended City Council approve the quotes listed below, with amounts not to exceed the stated totals through April 30, 2027.

Neal’s Automotive Parts, Inc.	\$30,000
K&R Truck Sales Inc. (dba West Michigan Mobile Mechanic)	\$30,000
Valley Truck Parts Inc.	\$30,000
Fredrickson Supply LLC	\$50,000
McCallister Machinery Co. Inc.	\$50,000
K&R Truck Sales Inc. (dba West Michigan International)	\$50,000
Emergency Vehicle Products Inc	\$125,000
Kleyn Mobile Repair LLC	\$170,000

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes acceptance of quotes for light and heavy duty automotive vehicle maintenance and repair services through April 30, 2027.
2. City Council authorizes the City Manager to sign the contracts.

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: May 4, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contracts/Quotes

STAFF REPORT

Date: April 21, 2026
Subject: City Vehicle and Equipment Maintenance Repair Contracts
From: Jay VanDyke, Assistant Director of Public Works - Maintenance
CC: Aaron Vis, Director of Public Works
Meeting Date: May 4, 2026

RECOMMENDATION:

It is recommended the City Council authorize the City Manager to execute the attached contracts with multiple vendors for light and heavy automotive vehicle maintenance and repair services.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Proper, timely maintenance and repair of City vehicles and equipment is necessary to ensure that City functions can be performed in a safe and effective manner. In order to maintain a high level of service to the various departments that the Fleet Services Division supports, outsourced repair work is sometimes necessary. Also, the Fleet Services Division currently has a vacancy for a mechanic on the heavy truck and equipment side.

On April 1, 2024, City Council authorized vehicle maintenance and repair services with multiple vendors via resolution number 28008 and renewed multiple contracts on April 21, 2025, via resolution number 28391. These contracts are set to expire at the end of April, so vendors were contacted to provide updated pricing. New contracts have been added from Fredrickson Supply and K&R Truck Sales, Inc. (dba West Michigan International).

These vendors have historically performed vehicle and equipment repair work for the City and have agreed to the following not to exceed amounts: Kleyn Mobile Repair, LLC, for a not to exceed contract pricing of \$170,000, through April 30, 2027; Neal's Automotive Parts, Incorporated, for a not to exceed contract pricing of \$30,000 through April 30, 2027; K&R Truck Sales, Inc. (dba West Michigan Mobile Mechanic), for a not to exceed contract pricing of

\$30,000 through April 30, 2027; K&R Truck Sales, Inc. (dba West Michigan International), for a not to exceed contract pricing of \$50,000 through April 30, 2027; Valley Truck Parts, Incorporated, for a not to exceed contract pricing of \$30,000 through April 30, 2027; Emergency Vehicle Products Inc, for a not to exceed contract pricing of \$125,000 through April 30, 2027; Fredrickson Supply LLC, for a not to exceed contract pricing of \$50,000 through April 30, 2027; and McCallister Machinery Co., Incorporated, for a not to exceed contract pricing of \$50,000 through April 30, 2027.

A variety of vendors is necessary to provide flexibility, accommodate specialized repairs, and ensure timely repairs.

BUDGET IMPACT:

Sufficient funds are available in the Motor Pool, Equipment Operations, Repairs and Maintenance account: 661-441-58200-930.000

ATTACHMENTS:

Contracts

CITY OF WYOMING

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

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

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

Contractor means: Emergency Vehicle Products, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2972 Interstate Parkway
[Contractor's street address]
Kalamazoo, MI 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: May 5, 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:

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

This contract will end on April 30, 2027. This contract is not to exceed \$125,000.
[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

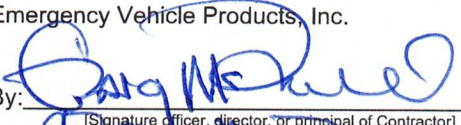
By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: 

Gregory T. Stremers, City Attorney

Emergency Vehicle Products, Inc.

By: 

[Signature officer, director, or principal of Contractor]
CRAG MCDANIEL
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 4/2/26 20__

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 MI20260088 dated 01/2/2026, <https://sam.gov/wage-determination/MI20260088/0>.

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

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

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

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

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

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

charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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

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

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

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

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

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

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

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

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

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

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

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

to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items

demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

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

address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

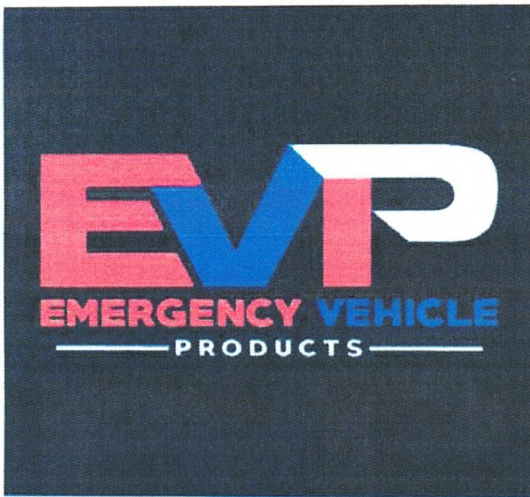
19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



2975 Interstate Parkway, Kalamazoo, Mi 49048

City of Wyoming , Emergency Vehicle Products hourly rate for 2026 is \$155.00 per hour on all repairs.

Thanks You

Craig McDonald

269-978-1703

269-808-4800

CITY OF WYOMING

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

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

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

Contractor means: Valley Truck Parts, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1900 Chicago Dr SW
[Contractor's street address]
Grand Rapids, MI 49519
[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: May 5, 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:

This contract will end on April 30, 2027. This contract is not to exceed \$30,000.

[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

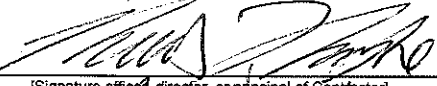
By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: 

Gregory T. Stremers, City Attorney

Valley Truck Parts, Inc.

By: 

Charles Noddly, CFO
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 4/2, 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 MI20260088 dated 01/2/2026, <https://sam.gov/wage-determination/MI20260088/0>.

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-1/part-200>.

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

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

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

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

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

charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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

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

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

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

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

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

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

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

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

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

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

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

to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items

demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

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

address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**

Rates for City of Wyoming



March 12, 2026

The Following Pricing will be in effect for the City of Wyoming for Truck Services performed by Valley Truck Parts:

LABOR:

Labor Rate Per Hour: **\$160.00/Hour**

PARTS TEMPLATE:

Price Class	Level	%
AAM	Jobber	100%
ALN	Cost	140%
BCA	Jobber	100%
CHE	Cost	140%
DTO	Cost	140%
ETN	Cost	140%
FUL	Cost	140%
FUL-BULK	Cost	140%
HYD	Cost	140%
NAT	Jobber	100%
NEA	Cost	140%
RWA	Cost	140%
RWD	Cost	140%
SPC	Jobber	100%
SPD	Cost	140%
TIM	Jobber	100%
UNT	Jobber	95%
WEA	Jobber	100%

Note: Your pricing guideline is based off both Jobber and Cost + or – a set percentage as listed above.

A handwritten signature in black ink, appearing to read "Chuck Noordyke", written over a horizontal line.

Chuck Noordyke, CFO
Valley Truck Parts, Inc.

A horizontal line representing a signature, located above the printed name of Christopher Carlon.

Christopher Carlon
City of Wyoming

CITY OF WYOMING

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

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

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

Contractor means: K&R Truck Sales, Incorporated d/b/a West Michigan International
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
840 Interchange Dr
[Contractor's street address]
Holland, MI 49423
[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: May 5, 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:

This contract will end on April 30, 2027. This contract is not to exceed \$50,000.

[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

K&R Truck Sales, Incorporated d/b/a West Michigan International

By: 
[Signature officer, director, or principal of Contractor]
Amber Klaver - AP/Office Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 4/2, 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 MI20260088 dated 01/2/2026, <https://sam.gov/wage-determination/MI20260088/0>.

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). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

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

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

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

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

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

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

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

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

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

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

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

to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items

demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

19. General Terms.

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

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

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

West Michigan International Trucks Rates

\$195.00/ hour-in shop

\$110.00-Computer fee if applicable

\$10-disposal fee if applicable

\$200-DPF cleaning + disposal fee.

\$300-DOC Thermal cleaning + disposal fee.

\$400-DPF/DOC Thermal cleaning + disposal fee.

CITY OF WYOMING

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

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

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

Contractor means: K&R Truck Sales, Incorporated d/b/a West Michigan Mobile Mechanic
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
840 Interchange Dr
[Contractor's street address]
Holland, MI 4923
[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: May 5, 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:

This contract will end on April 30, 2027. This contract is not to exceed \$30,000.

[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

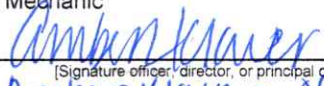
By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: 

Gregory T. Stremers, City Attorney

K&R Truck Sales, Incorporated d/b/a West Michigan Mobile Mechanic

By: 
[Signature officer, director, or principal of Contractor]
Amber Klaver - Office Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 4/08, 2020

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 MI20260088 dated 01/2/2026, <https://sam.gov/wage-determination/MI20260088/0>.

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.

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

charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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

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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.

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

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

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

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

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

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

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

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

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

address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



Grand Rapids
616-241-4656

Holland
616-392-8377



Kalamazoo
269-345-2183



Lansing
517-487-5908

Muskegon
231-733-2157



WEST MICHIGAN
MOBILE MECHANIC
616-247-0802

03/13/2026

WEST MICHIGAN MOBILE MECHANIC RATES:

In Shop

\$140.00/hour

On Site

\$180.00/hour

\$2.75/mile

After Hours

\$185.00/hour

\$2.75/mile

\$85.00 After Hours Fee

CITY OF WYOMING

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

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

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

Contractor means: Neal's Automotive Parts, Incorporated
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2111 Chicago Dr SW
[Contractor's street address]
Grand Rapids, MI 49509
[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: May 5, 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:

This contract will end on April 30, 2027. This contract is not to exceed \$30,000.

[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

Neal's Automotive Parts, Incorporated

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

Date signed: April 1, 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 MI20260088 dated 01/2/2026, <https://sam.gov/wage-determination/MI20260088/0>.

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). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

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

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

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

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

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

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

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

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

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

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

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

to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items

demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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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.

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

19. General Terms.

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

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

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

EXHIBIT B
PROPOSAL



2111 CHICAGO DR. S W GRAND RAPIDS, MICHIGAN 49509 PHONE 616-245-0436 FAX 616-245-9060

March 12, 2026

Chris
City of Wyoming,

Our current labor rate for 2026 is \$120.00 per hour.

Thank You,

Mike Henning

CITY OF WYOMING

CITY STANDARD CONTRACT

CITY OF WYOMING, MICHIGAN

(MORE THAN \$8,500)

(NO RFP)

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

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

Contractor means: Fredrickson Supply LLC
[Name of contracting entity]
A Michigan limited liability company
[State and type of entity, e.g., corporation, limited liability company, etc.]
3901 3 Mile Rd NW
[Contractor's street address]
Grand Rapids, MI 49534
[Contractor's city, state & zip]

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

Effective Date means: May 5, 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:

This contract will end on April 30, 2027. This contract is not to exceed \$50,000.

[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

Fredrickson Supply LLC

By: 

[Signature officer, director, or principal of Contractor]
Alex Pummill, Director of Sales
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: April 2, 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 MI20260088 dated 01/2/2026, <https://sam.gov/wage-determination/MI20260088/0>.

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

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

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

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

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

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

charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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

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

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

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

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

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

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

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

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

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

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

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

to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items

demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

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

address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

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

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

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

**EXHIBIT B
PROPOSAL**



Date: March 26, 2026

City of Wyoming Contract

SERVICE

Fredrickson Supply's Labor Rate is \$198.00 per hour.

PARTS

Commonly used Sewer Equipment Co. of America 900 ECO truck parts:

Part #	Part Description	List Price (ea.)	5% Discount Price (ea.)
41438-00-V	FILTER, ELEMENT,10 MICRON,10"ID X	\$772.50	\$733.88
51481-P6-F	HOSE, SEWER,1" X 600`,2500PSI	\$2,742.16	\$2,605.05
55653-00-V	NOZ, CRN,ANG. RING,8" X 72"L,	\$429.10	\$407.65
92005-00-V	TUBE, SUCTION,AL,8" X 6`,FLANGE/ W/	\$417.15	\$396.29
52807-00-V	TUBE, SUCTION,AL,8" X 6`,FLANGED	\$322.08	\$305.98
51596-00-F	GUIDE, BB HOSE,LARGE,3",W/ENDS,	\$58.79	\$55.85
51941-01-V	ADAPTER, 8" TUBE TO ANG. RING,8"	\$110.98	\$105.43
22332-02-X	CLAMP, QUICK, 8"	\$22.71	\$21.57
54047-S8-F	NOZ, WIESEL,R1",30D,8R0F,65/2000	\$778.18	\$739.27
52617-00-F	NOZ, MEGA 6,R1",W/SWIVEL JOINT,	\$6,167.21	\$5,858.85
52375-S5-F	NOZ, TRISTAR,1",6R4F,65/2000,	\$1,307.82	\$1,242.43
54044-S5-F	NOZ, DUAL DEGREE,10-30D,1",65/20	\$1,175.54	\$1,116.76
91086-39-F	ROOT CUTTER, PAT1,KIT,1",.093,W/	\$4,392.50	\$4,172.88
56914-02-F	Dig Pig, 8gpm <i>(gpm variations 4, 6, 8, 9, 10, 12 - all variations are the same price)</i>	\$606.39	\$577.51


 Alex Pummill, Director of Sales

3/26/26
 Date

t 616 949 2385
 f 616 949 2290

3901 3 Mile Rd NW
 Grand Rapids, MI 49534

6555 Sherwood St
 Detroit, MI 48211

fredricksonsupply.com

CITY OF WYOMING

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

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

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

Contractor means: Kleyn Mobile Repair LLC
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
6680 Wilshire Dr
[Contractor's street address]
Jenison, MI 49428
[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: May 5, 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:

This contract will end on April 30, 2027. This contract is not to exceed \$170,000.

[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

Kleyn Mobile Repair LLC

By: 
[Signature officer, director, or principal of Contractor]
Peter Hanemaayer Kleyn Mobile Repair Service
Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: April 2, 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 MI20260088 dated 01/2/2026, <https://sam.gov/wage-determination/MI20260088/0>.

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

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

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

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

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

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

charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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

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

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

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

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

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

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

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

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

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

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

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

to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items

demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

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

address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

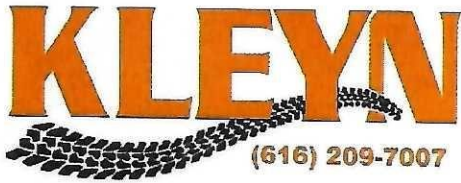
19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



Kleyn Mobile Repair LLC
6680 Wilshere Dr. Jenison, MI 49428
www.kleynmobile.com

04-01-2026

Subject: Notice of 2026-2027 Labor Rates

To Whom It May Concern,

This letter is to formally inform you of the 2026-2027 labor rates provided by **Kleyn Mobile Repair LLC**.

Our standard labor rate is \$175 per hour. Wyoming, with the attached contract, is set to **\$160 per hour**, effective May 1, 2026 through April 30, 2027.

We remain committed to providing high-quality, reliable repair services, and this rate ensures we can continue delivering the level of service our customers expect.

If you have any questions regarding this update, or would like an estimate for upcoming work, please feel free to contact us at any time.

Thank you for your continued business and support.

Sincerely,

Peter Hanemaayer

A handwritten signature in black ink, appearing to read "Peter Hanemaayer", written over a horizontal line.

Kleyn Mobile Repair LLC

Company Name:	Kleyn Mobile Repair llc	Contact Name:	Joseph Kleyn
Company Phone #:	616-209-7007	Contact Phone:	616-209-7007
Company Fax #:	616-209-7008	Contact E-mail:	joe@kleynmobile.com
Company Address:	6680 Wilshere Dr, Jenison, Mi, 49428		
Website Address	kleynmobile.com	Federal Taxpayer ID #:	26-0662145

Effective Dates: 5/01/2026 through 4/30/2027

ITEM #		YEAR 1	YEAR 2	YEAR 3
Section I – General Preventive Maintenance and Repairs				
1.	1 Hour Billable Hourly Rate – Standard Hours: Monday through Friday, and Saturday Complete, 7:30 a.m. through 4:30 p.m.	\$ <u>160.00</u> /Hr.	\$____/Hr.	\$0/Hr.
2.	1 Hour Billable Hourly Rate – Overtime Hours: Monday through Friday, and Saturday Complete.	\$ <u>178.00</u> /Hr.	\$0/Hr.	\$0/Hr.
3.	1 Hour Billable Hourly Rate - Sundays and Holidays.	\$ <u>178.00</u> /Hr.	\$0/Hr.	\$0/Hr.
4.	% Material Costs: Percentage to be added to invoice for OEM materials furnished. Verification of Contractor’s parts cost shall be available upon request of the Project Manager.	<u>32.5</u> %	____ %	____ %
Section II – Engine Repair				
5.	1 Hour Billable Hourly Rate – Standard Hours: Monday through Friday, and Saturday Complete, 7:30 a.m. through 4:30 p.m.	\$ <u>160.00</u> /Hr.	\$____/Hr.	\$____/Hr.
6.	1 Hour Billable Hourly Rate – Overtime Hours: Monday through Friday, and Saturday Complete.	\$ <u>178.00</u> /Hr.	\$____/Hr.	\$____/Hr.
7.	1 Hour Billable Hourly Rate - Sundays and Holidays.	\$ <u>178.00</u> /Hr.	\$____/Hr.	\$____/Hr.
8.	% Material Costs: Percentage to be added to invoice for O.E.M. materials furnished. Verification of Contractor’s parts cost shall be available upon request of the Project Manager.	<u>32.5</u> %	____ %	____ %
Section III – Mobile Repairs				
9.	1 Hour Billable Hourly Rate – Standard Hours: Monday through Friday, and Saturday Complete, 7:30 am through 4:30 pm.	\$ <u>160.00</u> /Hr.	\$____/Hr.	\$____/Hr.
10.	1 Hour Billable Hourly Rate – Overtime Hours: Monday through Friday, and Saturday Complete.	\$ <u>178.00</u> /Hr.	\$____/Hr.	\$____/Hr.
11.	1 Hour Billable Hourly Rate - Sundays and Holidays.	\$ <u>178.00</u> /Hr.	\$____/Hr.	\$____/Hr.
12.	% Material Costs: Percentage to be added to invoice for O.E.M. materials furnished. Verification of Contractor’s parts cost shall be available upon request of the Project Manager.	<u>32.5</u> %	____ %	____ %
State Mobilization Charge, if any: _____ Specify if there is a minimum billing charge for Mobile Repairs: _____				
Section IV – Pick Up and Delivery				
13.	1 Each Complete round trip charge for transportation of equipment for service.	\$0/Ea.	\$0/Ea.	\$0/Ea.

Contractor: _____

CITY OF WYOMING

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

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

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

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

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

Effective Date means: May 5, 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:

This contract will end on April 30, 2027. This contract is not to exceed \$50,000.

[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

MacAllister Machinery Co., Inc.

By: Ken Anderson
[Signature officer, director, or principal of Contractor]
Ken Anderson Operations Director
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: April 4, 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 MI20260088 dated 01/2/2026, <https://sam.gov/wage-determination/MI20260088/0>.

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

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

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

4. Qualifications. Contractor represents and promises that:

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

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

charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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

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

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

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

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

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

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

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

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

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

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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.

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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.

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items

demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

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

address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

19. General Terms.

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

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

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



YOUR PERFORMANCE PARTNER
SINCE 1945

City of Wyoming
Attn: Chris Carlon
2660 Burlingame Ave SW
Wyoming, MI 49509

Chris,

Please see the 2026 Labor rates for MacAllister Machinery Co below.

Field Service Labor: \$218.00 per Hour
Field Service Travel Labor: \$174.00 per Hour
Heavy Equipment Shop Labor: \$182.00 per Hour

Thank you,

Cris Kerber
Western Regional Field Service Coordinator
MacAllister Machinery
(616)591-3245

MacAllister Machinery Company, Inc.

Corporate Office: 6300 Southeastern Ave. • Indianapolis, IN 46203 • (317) 545-2151 • (800) 382-1896

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Duplex Air Compressor System	Sawyer Engineering Inc. DBA Sawyer Compressor	\$17,225.52
Third Party IT Talent	TEKsystems, Inc.	Bid prices as shown on the attached tabulation sheet.

2. City Council authorizes the City Manager to acknowledge statements of work for third party IT Talent projects not to exceed budget authority.
3. City Council authorizes the City Manager to sign the contracts.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 4, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports
Tabulation Sheet
Contracts

Resolution No. _____

STAFF REPORT

Date: April 14, 2026

Subject: Purchase of a Duplex Air Compressor System

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: May 4, 2026

RECOMMENDATION:

It is recommended that the City Council award the bid for the Purchase of a Duplex Air Compressor System to Sawyer Engineering in the amount of \$17,225.52.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Headworks Building at the Wastewater Treatment Plant relies on a duplex air compressor system to provide air scouring for the influent grit chambers and to operate the double-diaphragm pumps and other process equipment. This system, which has been in service for over 25 years, recently experienced a significant failure. Considering the air compressor system has exceeded the typical service life expectancy of 25 years, replacement is recommended. Installing new equipment is the most cost-effective and reliable long-term solution to ensure proper system performance and uninterrupted operation.

To facilitate this, detailed specifications were developed for the purchase of a new duplex air compressor system. These specifications were advertised on the city website, and on April 7, four bids were publicly opened. A summary of the bid results is provided in the following tabulation.

Following a thorough review by staff, Sawyer Engineering was found to meet the specifications and offered the lowest cost. Upon delivery of the new duplex air compressor system, WWTP maintenance staff will install the new equipment.

TABULATION:

Bidder	Bid Amount
Sawyer Engineering Inc	\$17,225.52
Brehob Corporation	\$17,419.00
Aircentric Corporation	\$18,200.00
Bond Fluidaire - Exotic Automation & Supply	\$20,680.24

BUDGET IMPACT:

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

CITY OF WYOMING

PURCHASE OF A DUPLEX AIR COMPRESSOR SYSTEM

CITY PURCHASING CONTRACT

CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Sawyer Engineering Inc DBA Sawyer Compressor
[Name of supplying entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4090 Chicago Dr
[Supplier's street address]
Hudsonville Mi 49426
[Supplier's city, state & zip]

Effective Date means: 3/25, 2026

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

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

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

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

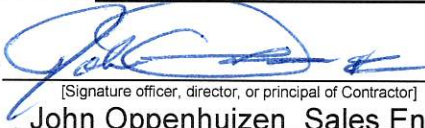
By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: 

Gregory T. Stremers, City Attorney

Contractor: Sawyer Compressor

By: 

[Signature officer, director, or principal of Contractor]
John Oppenhuizen Sales Engineer
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 3/25, 2026

REQUEST FOR BIDS/PROPOSALS

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

Purchase of a Duplex Air Compressor System

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

DUE DATE AND TIME

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

Due date and time: Tuesday, April 7, 2026, 11:00 a.m., local time

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

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

All bids/proposals must include the fully signed Bid/Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: “Bid/Proposal for Purchase of a Duplex Air Compressor System.”

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

PRE-BID MEETING

A pre-bid meeting will not be held.

QUESTIONS, INTERPRETATIONS AND ADDENDA

Questions about or requests for interpretation of this request for bids/proposals, any of the plans and specifications, or any bid/proposal requirements may be directed via e-mail to Dan.Kleinheksel@WyomingMI.gov. No questions or interpretations will be issued later than 6 days before the due date for bids. Questions will not be answered by phone or in other oral communication. City will endeavor, but is not required to, email a copy of any addenda, answers to questions or interpretations that may be of general interest to potential bidders/proponents who have provided a valid email address and requested notification of this specific bid/proposal via City’s e-Bidder system. Addenda will also be available on City’s website and at City’s Purchasing Department, 1155 28th Street SW, Wyoming, MI 49509.

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

BID/PROPOSAL REQUIREMENTS

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

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

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

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

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

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

ALL BIDS/PROPOSALS MUST:

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

provided on an hourly basis, the hourly rate(s) should be specified, and billing must be in 1/10 hour increments. If the proposal is for a not-to-exceed amount, that must be stated.

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

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

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

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

CITY'S RESERVATION OF RIGHTS

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

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

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

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

CONSIDERATION FACTORS

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

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

1. **Legal Compliance.** Contractor, all Contractor's subcontractors and suppliers, all Contractor's consultants, and all their respective personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules, and regulations.
2. **Permits and Inspections.** Unless the plans and specifications or the submitted bid/proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract. If grant funds are withdrawn or cancelled for any reason this Contract is nullified.
 - A. If some or all of the funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:
 1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, <https://sam.gov/wage-determination/MI20250088/1>.
 2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.
 3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).
 - B. If the Request for Bids/Proposals indicates they are applicable, Contractor shall fully comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example and not for limitation, all employment, recordkeeping, purchasing, sourcing, and other compliance.
4. Qualifications. Contractor represents and promises that:
 - A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.
 - B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.
 - C. If the contract is for a HUD Community Development Block Grant (**CDBG**) or other federal and/or state funded project, neither Contractor nor any of its subcontractors on the HUD listing of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - D. Neither Contractor nor any of its subcontractors is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
5. Nondiscrimination and Respect. City is committed to fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City, Accordingly:
 - A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability,

genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

- B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.
 - C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals speak English less than very well, Contractor must use language assistance services in communications.
 - D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.
 - E. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - F. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
 - G. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:
- A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the contract.
 - B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.
 - C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.
7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
8. Payment to Contractor.
- A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov).
 - B. Payments to Contractor will be made in accordance with the contract and specifications. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.
 - C. Payment disputes will be resolved as provided in the contract. Unless other provisions apply, City will pay the undisputed amount and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.
9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or

City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications, or contract call for the use, installation, or acquisition for City use of any materials, equipment, supplies or other items:
 - A. Unless otherwise stated in the plans, specifications, or bid/proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
 - B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a desired design, type of construction, quality, functional capability, and/or performance level. When alternates are bid, they must be identified by manufacturer, stock number, and other information necessary to establish equivalency. City will be the sole judge of equivalency.
 - C. City reserves the right to request samples. Contractor shall provide requested samples to City at Contractor's expense within 10 days of bid opening. Samples will not be returned.
 - D. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for any items provided or installed under the contract, and ensure all related warranties are held by or assigned to City.
 - E. If quantities are listed in the request for bids/proposals, the quantities are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.
 - F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid/proposal pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
 - G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules and regulations applicable to such disposal. Contractor will retain and, upon request, provide the City copies of any required manifest or other disposal documentation.
11. Restoration. Unless the plans and specifications state otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.
12. Access to Work. City personnel, City's design professional(s), and City representatives will always have access to all parts of the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.
13. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department.
 - A. Invoices must be separated to show the amount added for taxes of any kind if applicable.
 - B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
 - C. On construction projects state sales taxes are applicable on materials only.
14. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.
15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:
 - A. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent.
 - B. This contract will be binding on Contractor's successors and permitted assigns.

C. No other individuals or entities are intended to be beneficiaries of this contract.

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

17. Disputes/Remedies. Unless the contract or specifications otherwise provide the following applies to any dispute about the bid/proposal, contract award, or any resulting contract:

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

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

C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. All parties agree to this jurisdiction and venue.

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

F. Discrepancies in Plans and Specifications

1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 2 of this Request for Bids/Proposals document, who will correct such discrepancies, errors, or omissions in writing.

2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- Contract
- Bid Proposal on City's Form - without any additions or changes
- Technical Bid Specifications
- Instructions to Bidders
- General Bid Information
- Drawings
- City of Wyoming Standard Specifications for Construction\Prequalification Documents
<https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>.

3. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

18. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing.

B. The captions are for reference and will not affect the interpretation of these terms and conditions.

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

RISK ALLOCATION AND INSURANCE

1. Risk Allocation.

- A. Contractor is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) for any injuries or property damage suffered by Contractor or Contractor's officers, employees, subcontractors and consultants while providing the items under this Contract.
- B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of actions, errors, or omission of Contractor or Contractor's officers, employees, subcontractors and consultants while providing the items under this Contract.

1. Insurance.

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
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 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 afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

- B. Policy(ies), as described above which require City or any of City's personnel to be named or additional insureds, shall be endorsed to state the following: "30 days advance written notice of cancellation, non-renewal, reduction,

and/or material change shall be sent to: City of Wyoming, Purchasing Department, 1155 – 28th Street SW, Wyoming, MI 49509-0905.” Upon the City’s request, Contractor will provide to the City’s Purchasing Department copies of all certificates of insurance, policies, and endorsements.

- C. Upon the City’s request, Contractor must prove that all subcontractors performing Work have the same types and amounts of coverage required of Contractor or that subcontractors are included under Contractor’s policy.
- D. All insurance providers shall be rated “A” rated or better by the A.M. Best Company.
- E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

BONDS AND LIENS

1. Bid Bond.

- A. A bid bond is not required for this project.
- B. If a bid bond is required, it must be in the amount of 5.0% of the bid amount and in the form of EJCDC bid bond form C-430 or another form acceptable to the City attorney. As an alternative to the bid bond, City will accept a cashier’s check to the City in the amount of 5.0% of the bid amount or an irrevocable standby letter of credit in the amount of 5.0% of the bid amount that is in a form and substance acceptable to the City Attorney.

2. Payment Bond.

- A. Payment bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must be in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.
- B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

3. Performance Bond.

- A. Performance bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.
- B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

- 4. No Liens. Under Michigan law, construction liens cannot be placed on public projects or property on which they are built. Therefore, Contractor must not place, allow to be placed, or suffer to be placed any lien against the project or the property on which it is constructed. If a subcontractor, supplier, or laborer places any lien against the project or the property on which it is constructed, Contractor must, immediately after learning of it, take all steps needed to secure the lien’s release and must indemnify City for any costs City incurs to secure release of the lien.

SPECIFIC REQUIREMENTS

PURCHASE OF A DUPLEX AIR COMPRESSOR SYSTEM

The City of Wyoming Wastewater Treatment Plant, located at 2350 Ivanrest Avenue, Wyoming, MI, is seeking bids for the purchase of a duplex air compressor system.

Plant staff will be responsible for offloading the new compressor system upon delivery and completing the installation.

Upon completion of installation, the successful bidder will be required to provide factory-authorized field start-up services and staff training at no additional cost.

Bidders may contact Dan Kleinheksel prior to March 31, 2026, with questions.

1. GENERAL REQUIREMENTS

1. Description
 - a. Duplex Air Compressor System
 - b. Belt driven
 - c. Pressure lubrication
 - d. Duplex 10HP motors
 - i. Baldor or Weg
 - e. 200 Gallon Tank
 - f. Low Oil Shutdown
 - g. Maximum Length
 - i. 74"
 - h. UL Listed alternating starter relay panel
 - i. 68.8cfm @ 175 psi
 - j. 460V 3-phase
 - k. Automatic tank drain
 - l. Vibration isolator pads
2. Manufacturer
 - a. Saylor-Beal
 - b. Approved equal – Cannot exceed 74" in length
3. Model
 - a. X-PL755-200
 - b. Approved equal – Cannot exceed 74" in length

2. SUBMITTALS

1. Shop Drawings:
 - a. General: Shop drawing submittal material shall be equipment specific.
2. O&M
 - a. Provide digital operation and maintenance manual for all equipment.
3. Warranty
 - a. Provide manufacturer warranty literature.

3. WARRANTY

1. Bidder shall guarantee equipment to be free of defects from workmanship or materials for twelve months from delivery.
2. Bidder shall promptly repair or replace defective equipment.

4. DELIVERY, STORAGE, AND HANDLING

1. All equipment shall be shipped protected from dampness and humidity.
2. All components shall be new and free from defects upon delivery.
3. Shipping shall be FOB Destination.
4. Delivery shall be arranged in advance. No deliveries shall be accepted on Holidays, Fridays, or weekends.

5. SYSTEM STARTUP AND TRAINING

1. Manufacturer's representative shall provide startup and training services.
2. Demonstrate and explain the operation of all equipment and systems. Demonstrations and explanations shall utilize installed equipment and be "hands-on." Training time shall be mutually agreed upon with Owner. Training sessions shall be held at project site.

BID/PROPOSAL FORM

PURCHASE OF A DUPLEX AIR COMPRESSOR SYSTEM

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>606633535</u>		

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

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

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



Proponent's Complete Business Name

Sawyer Compressor

BID/PROPOSAL FORM CONTINUED

State bid prices as per the specifications contained herein:

State Make & Model (Required)	Total Bid Price
Saylor Beall X-PL755-200 68.8cfm @ 175psi 10hp Duplex Pressure Lube Compressor 460v-3	\$17,225.52

Reminder: All units are to be delivered FOB destination, and all warranties must be included with bid/proposal.

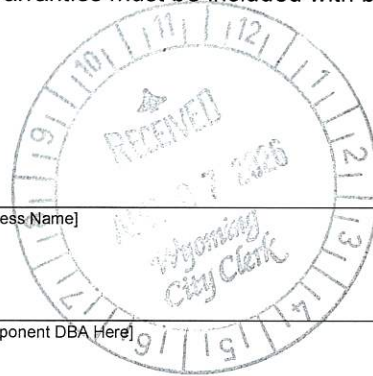
Bid/Proposal Form Continued

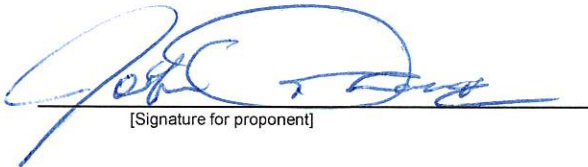
Sawyer Engineering Inc

[Proponent's Complete Business Name]

Sawyer Compressor

[If Proponent is DBA Include Full Proponent DBA Here]




[Signature for proponent]

[2nd signature for proponent]

John Oppenhuizen Sales Engineer

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 3/25/26

4090 Chicago Dr

[Proponent's street address]

[Proponent's business phone]

Hudsonville Mi 49426

[City]

[State]

[Zip]

616-292-5319

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

johno@sawyercompressor.net

[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]



Hudsonville, MI 49426

Proposal Estimate

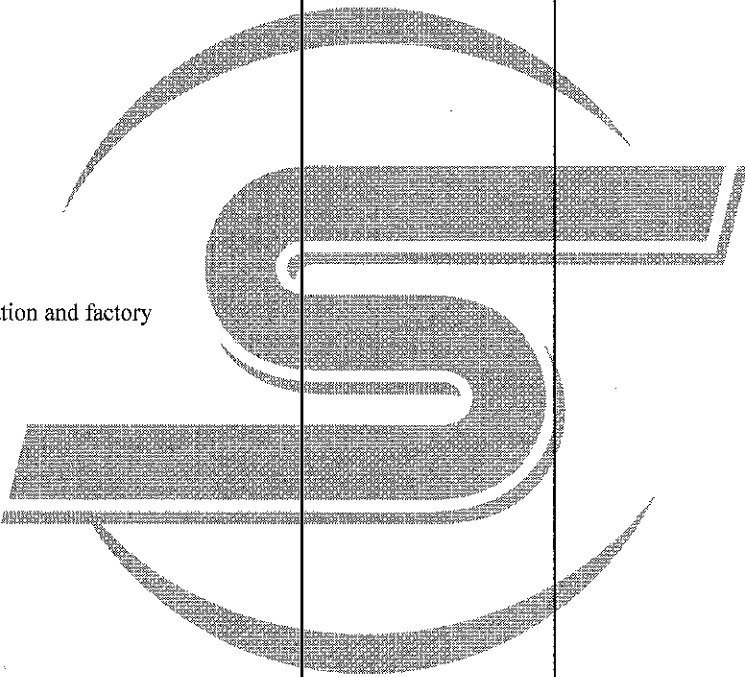
Date	Estimate #
3/24/2026	6968

Name / Address
City of Wyoming 2350 Ivanrest Ave SW Wyoming, MI 49418

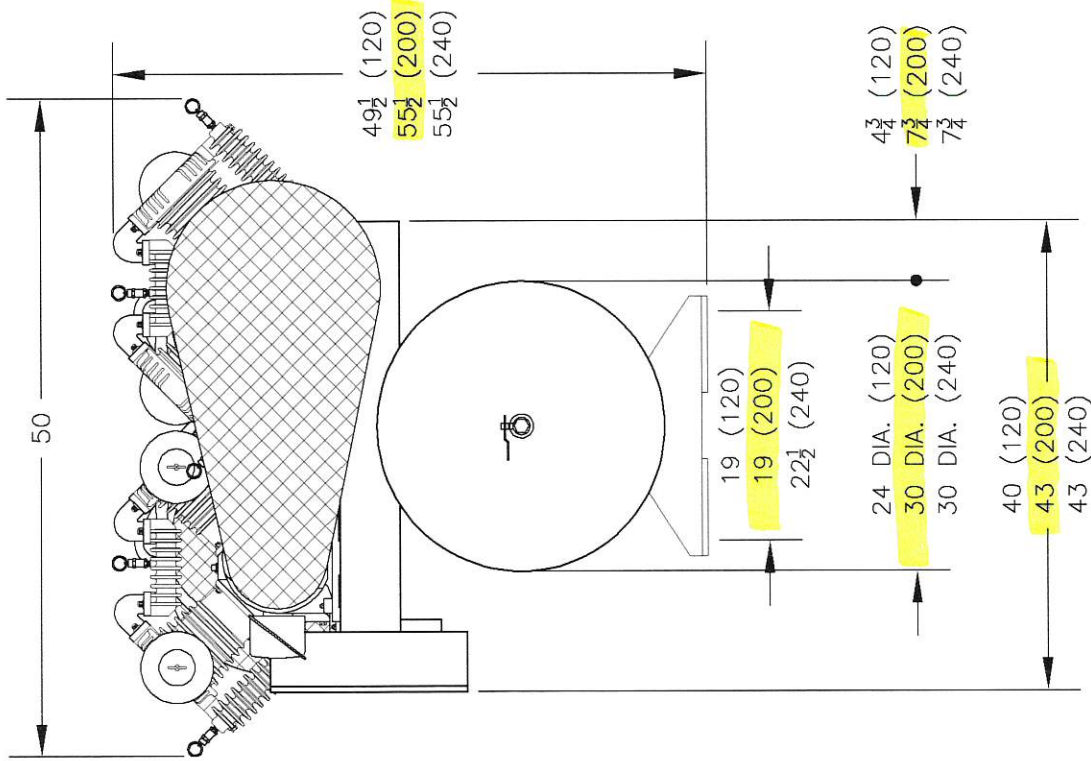
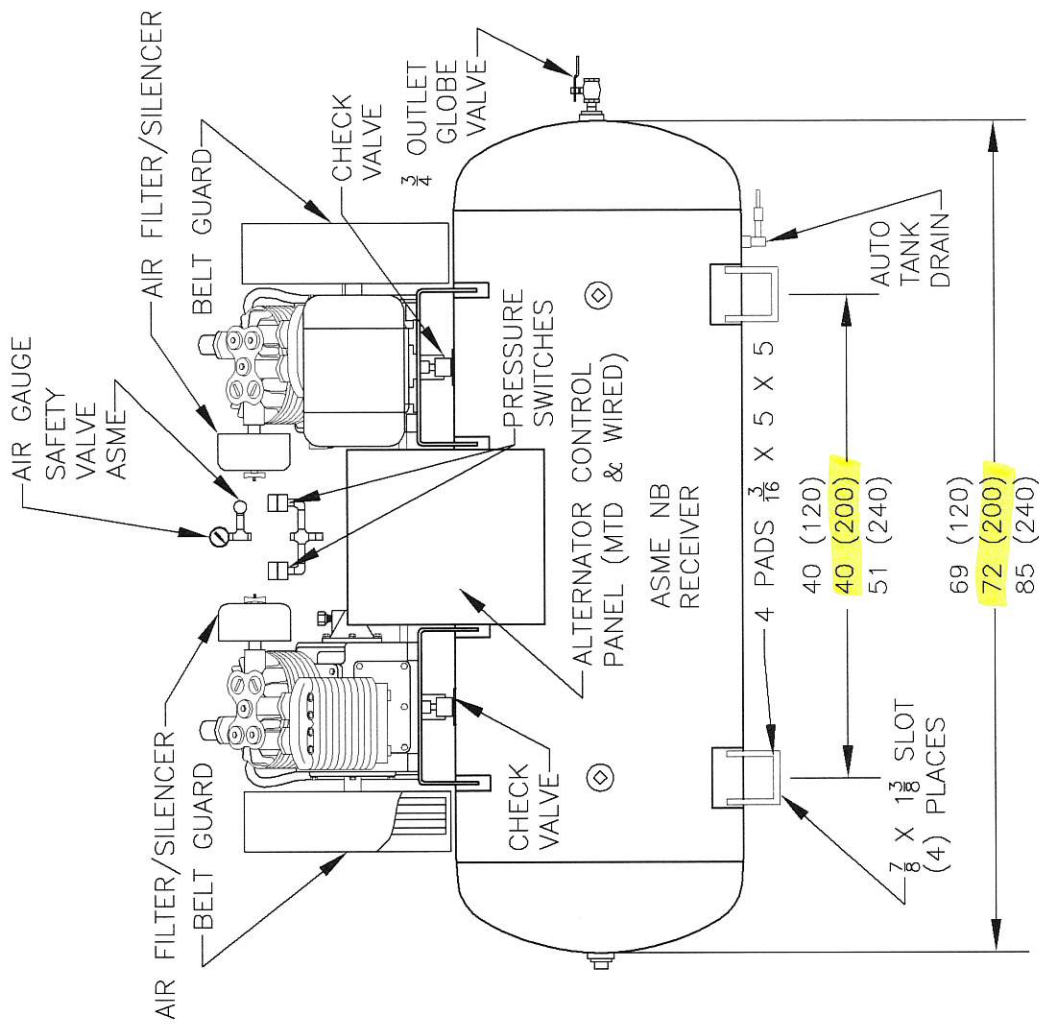
****** Shipping and Handling charges not included unless stated.******
******Labor charges subject to change.******

Project

Description	Qty	Rate	Total
Saylor Beall X-PL755-20 Duplex Pressure Lube 10hp Compressor on 200 Gallon Tank with Low Oil Shutdown List \$ 27,605.00 *Made in St Johns Michigan* *Baldor Motors* *Pressure Lubricated* *Belt Driven* *Low Oil Shutdown* *UL Relay Panel* *Automatic Tank Drain* *Vibration Isolation Pads* **Price includes shipping to your location and factory commissioning**	1	17,225.52	17,225.52



			Subtotal	\$17,225.52
Phone #	Fax #	Web Site	Sales Tax (0.00)	\$0.00
616-669-6040	616-669-7145	www.sawyercompressor.net	Total	\$17,225.52



Saylor Beall Mfg. Co

707 SERIES DUPLEX

DRAWN BY JS
 DATE 4-12-07
 SCALE NTS
 NAME

NUMBER

PLEASE NOTE

WARRANTY

Saylor-Beall Manufacturing Co. warrants its compressors and parts when properly installed, lubricated and maintained as recommended and in accordance with good industry practice to be free from defects in material and workmanship under normal use and service. The responsibility of the Company under this warranty is limited to repair or replacement, at the Company's factory, any compressor or part thereof, which shall, within **one year** after date of shipment to the original purchaser, be returned to the company and which, upon examination, shall be found to be defective to the satisfaction of the Company.

This warranty shall not apply to compressors or parts which have been subjected to misapplication, misuse, negligence or accident, to compressors or parts which have been repaired or tampered with outside of the Company's factory when in the judgment of the Company, it appears that the reliability or stability of the compressor or part has been effected. Ordinary maintenance, such as adjustment and cleaning of equipment or components is the responsibility of the owner. All transportation and shipping charges shall be paid by purchaser.

This warranty does not apply to electric motors or gasoline engines. These are covered by the Original Manufacturer's Warranty and should be returned by the purchaser to their authorized station for service.

This warranty is expressly in lieu of all other warranties (except of title) expressed or implied and of any other obligations or liability on the part of the Company. There are not warranties of merchantability or of fitness for a particular purpose.

SAYLOR-BEALL MANUFACTURING COMPANY

QW



SAYLOR-BEALL MANUFACTURING COMPANY

ST. JOHNS, MICHIGAN 48879

Manufacturers of Air Compressors since 1915

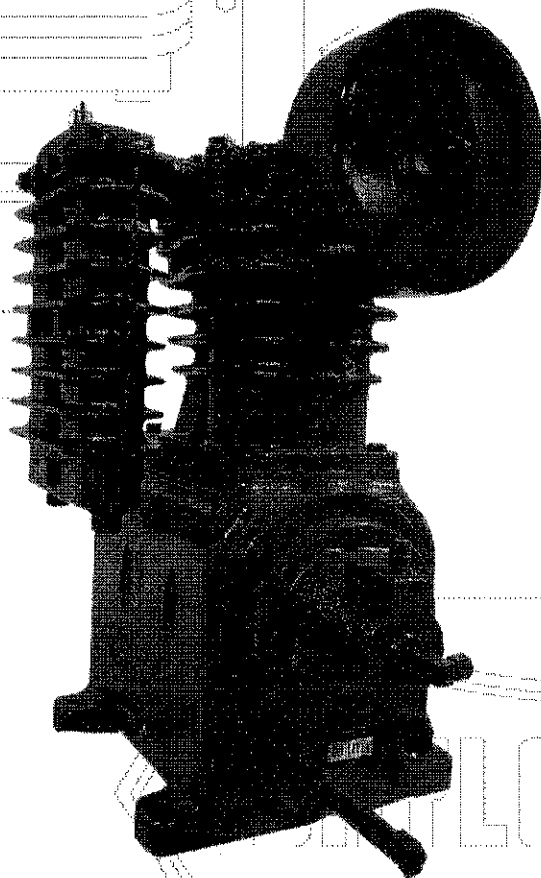
SAYLOR-BEALL

AIR COMPRESSORS.

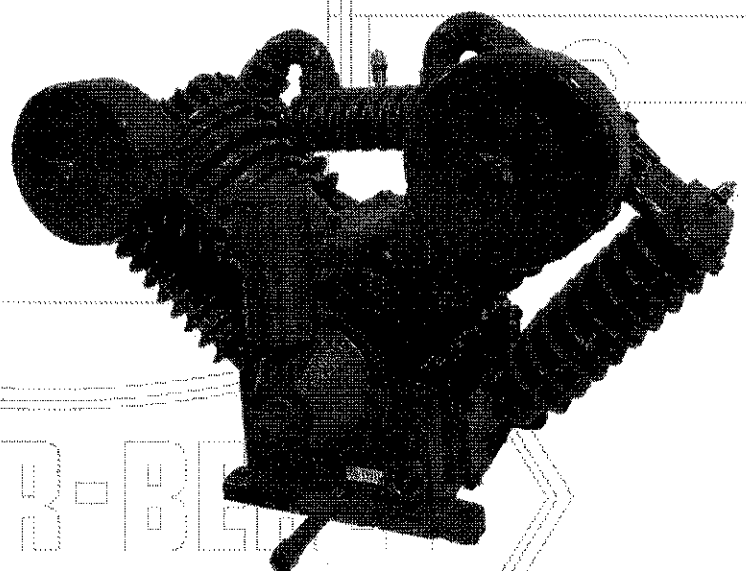
OWNER'S MANUAL

MODEL 703 - 705 - 707 PUMPS

TWO STAGE - TWO CYLINDER/FOUR CYLINDER



703 & 705



707

AIR COMPRESSORS.



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INSTALLATION AND OPERATING INSTRUCTIONS

Read all instructions carefully before starting compressor.

UNPACKING INSTRUCTIONS

The two-stage compressor was inspected at the factory and packaged to protect against shipping damage. When you unpack your unit, inspect for damage or missing parts. If there is any damage or missing parts, the transportation company's agent should make a notation to the effect on the Bill of Lading. Claims should be settled directly with the transportation company.

PIPING

If a pipe line is necessary, use the same size as the tank valve since too small piping restricts the flow of air. If over 100 feet long, use the next larger size. Bury underground lines below the frost line and avoid pockets where condensation can gather and freeze. Make certain all pipe joints are free from leaks. Apply pressure before underground lines are covered.

WIRING

Have a certified electrician connect the service wires to the magnetic starter. Check the following:

1. The electric box is large enough. Service adequate ampere rating.
2. The supply line has the same electrical characteristics (voltage, cycles and phase) as the motor.
3. The line wire is the proper size and that no other equipment is operated from the same line. See diagram on page 21 for minimum recommended wire sizes for compressor installations. For longer lines use the next larger size wiring.

Various national and local codes and standards have been set up covering electrical apparatus and wiring. These should be consulted and local ordinances observed. Our recommended wire sizes may be larger than the minimum set up by local ordinances. If so, the larger size wire should be used to prevent excessive line voltage drop. The additional wire cost is very small compared with the cost of repairing or replacing a motor electrically "starved" by the use of too small supply wires.

BELT GUARD

OSHA requires installation of a totally enclosed belt guard covering the flywheel, belts and motor pulley.

WARNINGS

1. Compressed air systems are complex and can be dangerous. **Use an experienced compressed air systems person when connecting this air.**
2. Electric motor driven compressors use electricity. **Use only a certified electrician to connect to the power source. To avoid risk of electrocution, do not touch or come in contact with any part of the compressor or power lines while it is connected to a power source. Prior to performance of any service or maintenance, disconnect and lock out any source of electricity.**
3. **Electricity can cause a fire or explosion when directly exposed to flammable chemicals, liquids or gases.** Do not locate the compressor near any dangerous material.
4. **Air pressure can cause an explosion.** Do not fill compressed air into any container beyond its rated air capacity. Do not exceed the pressure rating of any container. Containers may include cylinders, tires, air tools, air tanks, piping and other items that use compressed air in their normal operation. These items may have a pressure capacity that is lower than the pressure output of this air compressor. Check the manufacturer of any container for its pressure rating prior to inflation.
5. **Compressed air can cause injury to the eyes, ears or body parts.** Compressed air is a powerful source of energy that escapes rapidly from devices such as tools, nozzles, hoses and equipment that are connected to the compressed air. Do not allow any part of your body to come in contact directly near compressed air or where compressed air is escaping the system, tools or equipment.
6. **Compressed air may contain carbon monoxide and other impurities.** Do not use compressed air as a source of breathing air, or it may cause illness or death.
7. Compressed air can disturb the normal source of breathing air by mixing dust, paint, sand blasting debris, or other impurities into the nearby atmosphere. Always use a breathing filter of adequate capacity when your breathing air has been altered.
8. **The air compressor has moving parts** that are protected by an enclosed belt guard at the time of manufacture. Do not remove the belt guard, except when performing maintenance. Electric power should be disconnected and locked out as noted in item 2 prior to removal of the guard. To avoid injury, do not touch or come in contact with the air compressor while the power is connected. **The unit may start unexpectedly** at any time power is connected.
9. Compressed air, the air compressor, and the compressed air system will be hot while operating. **Do not touch any component while in operation to avoid risk of burns.**
10. **Do not modify or repair an air tank.** Welding, drilling or other modifications may weaken the tank resulting in risk of an explosion. Always replace cracked or leaking air tanks.
11. **Never install a shutoff valve between the compressor pump and air tank.** This is extremely important for base mounted configurations, but also may apply if a tank-mounted configuration is modified. Personal injury or equipment damage may occur.
12. This air compressor is designed to compress air only. **Do not compress any gas** other than air, as an unknown result could occur, included but not limited to the equipment or explosion.

MODEL 703 - 705 - 707 PUMPS – TWO STAGE

INSTALLATION AND STARTING

INSPECTION: Check for possible damage in transit. All basic pumps are shipped with flywheel unmounted! Do not force flywheel on crankshaft. Use wedge in "slot" provided for easy assembly. Belt alignment and tension must be checked carefully!

MOUNTING: Install in a clean, dry, well ventilated location away from any source of heat such as a boiler or radiator. If a unit is to be fastened to a foundation, all four feet must be firmly supported and shimmed to remove all stress from unit. Pump flywheel should be mounted toward wall with minimum clearance of 18" to allow for circulation of air and additional clearance if required for servicing.

LUBRICATION: Fill crankcase to level mark on oil gauge with an industrial compressor oil grade ISO 150 or ASTM 700.

Ambient Temp.	Viscosity at 100° SSU	ISO Viscosity CS+	SAE No.
0° - 40°	250-350	46-68	20
41° - 80°	450-550	100	30
81° - 120°	650-750	150	40
Under 0° Over 120°	Consult Factory		

MAINTENANCE, OPERATION AND CARE

CAUTION: Turn power off before servicing.

PRESSURE AND SPEED: Never operate pump at pressures or speeds in excess of those recommended by factory. Every compressor assembly must have a safety valve installed and should be set at either the maximum tank working pressure or 25 P.S.I. over the actual pressure of the pump whichever is less.

OPERATING GUIDELINES: Maximum Operating Speed, 703 @ 2 HP, 510 RPM; 705 @ 5HP, 845 RPM; 707 @ 10 HP, 845 RPM. Minimum operating speed, all pumps, 400 RPM. Intermittent Operation, maximum 70%. Consult dealer for applications outside these guidelines.

DAILY: Check for unusual noise, failure to compress, overheating, oil leaks, and vibration. Correct before serious damage develops. Drain all condensate from receiver and traps.

WEEKLY: Examine intake filter elements and if dirty, remove and clean or replace. Check oil level and add if necessary. Do not fill over level mark on sight glass! Keep compressor clean for efficient operation and appearance.

MONTHLY: Check and tighten all bolts and nuts as required (refer to torque chart). Check air connections for air leaks – tighten as required. Check belt tension. NOTE: This is a standard maintenance procedure which warranty does not cover.

QUARTERLY: Inspect valves, clean if necessary. NOTE: This is a standard maintenance procedure which warranty does not cover.

CHANGE OIL REGULARLY MINIMUM — ONCE EVERY THREE MONTHS

703 = 4 Pints
705 = 4 Pints
707 = 4 Pints

RECOMMENDED TORQUE READINGS Foot-Pounds

7/16 Head bolts.....	50-55
Valve retainer.....	80-90
3/8 Rod bolts.....	30
3/8 Crankcase bolts.....	30-40
5/16 Side cover bolts.....	15-20
5/16 Front and rear cover bolts.....	15-20
5/16 Manifold bolts.....	30-40
5/8 Flywheel bolts.....	50-60
5/16 Intercooler bolts.....	15-20
1/4 Hex valve bolt.....	16

MAINTENANCE - TROUBLE SHOOTING - REPAIRS

SLOW PUMPING OR INSUFFICIENT PRESSURE

1. Clogged filter element — clean or replace
2. Leaks in air lines — retighten or replace
3. Insufficient air capacity — add compressor capacity — consult dealer
4. Head valves — clean or replace
5. Slipping belts — adjust or replace

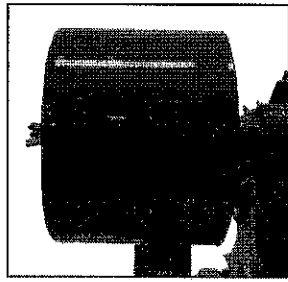
EXCESSIVE OIL CONSUMPTION

1. Too much oil — drain out excess to level mark on sight glass
2. Worn rings — replace rings
3. Clogged air intake filters — clean or replace
4. Improper oil — consult oil chart
5. Oil leaks — check and tighten all bolts and nuts. Replace gaskets if necessary. See "monthly" under "operation and care"

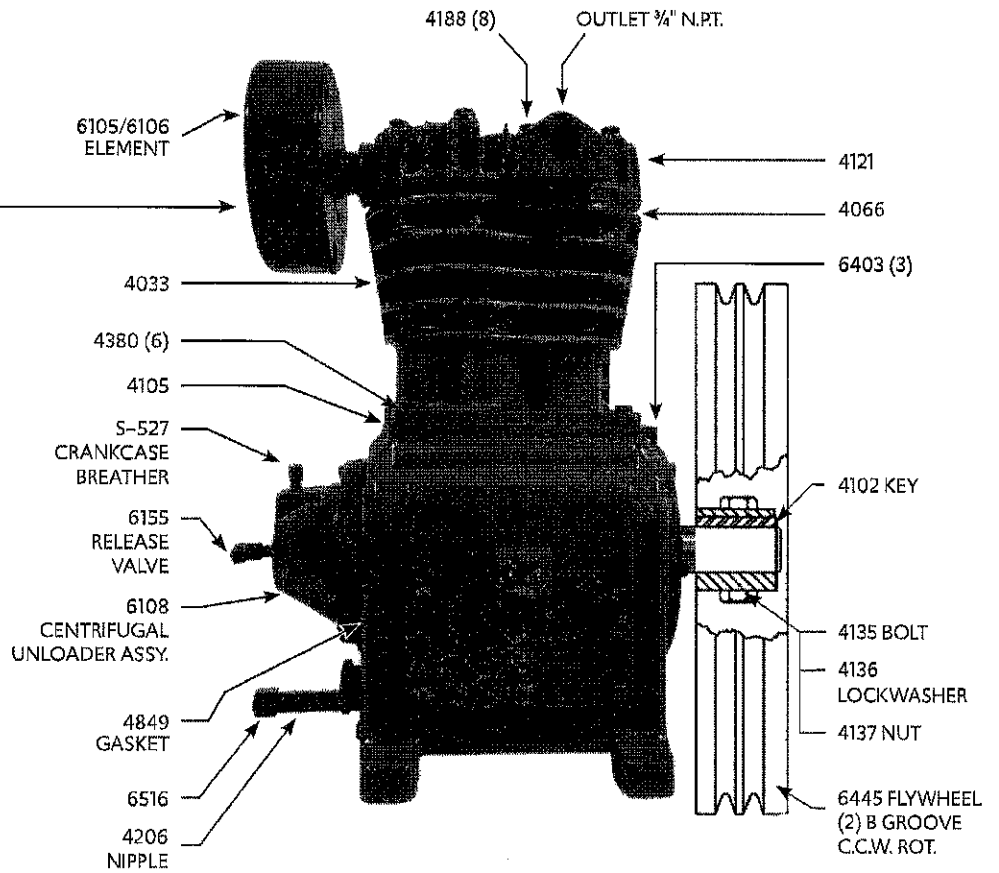
OVERHEATING

1. Pump running backwards — reverse rotation, must be CCW facing flywheel
2. Inadequate ventilation — pipe intakes to outside and install filters to protect against weather and foreign objects
3. High ambient — same as #2
4. Restricted air intakes — clean or replace
5. Loose or restricted valves — retighten, clean or replace
6. Incorrect installation — allow 18" minimum between wall and flywheel
7. Insufficient air capacity or excessive duty cycle

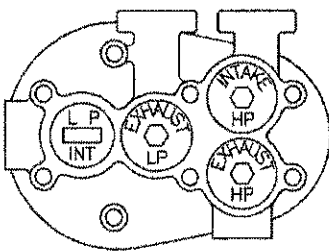
FIGURE 1 - MODEL 703 COMPRESSOR



6105-QF and
6106-QF ELEMENT



Intake



**Valve
Arrangement**

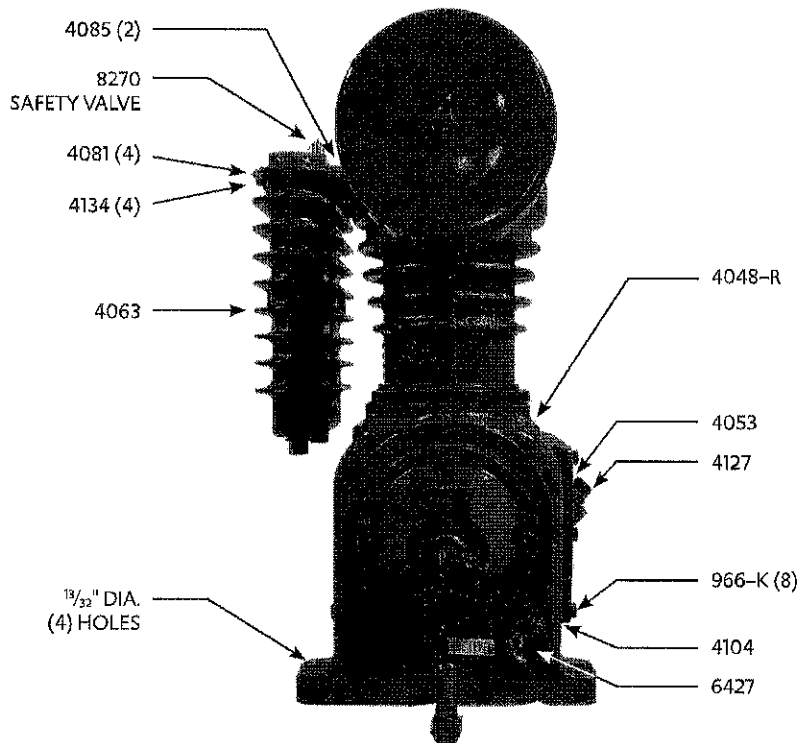
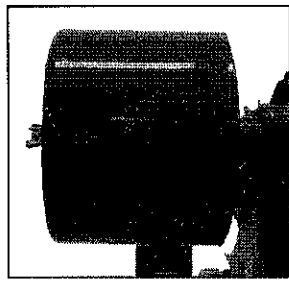
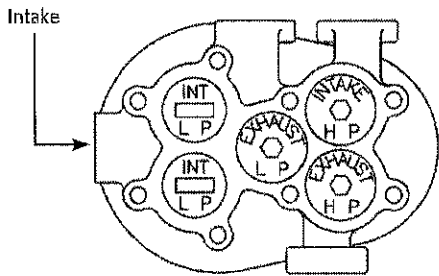
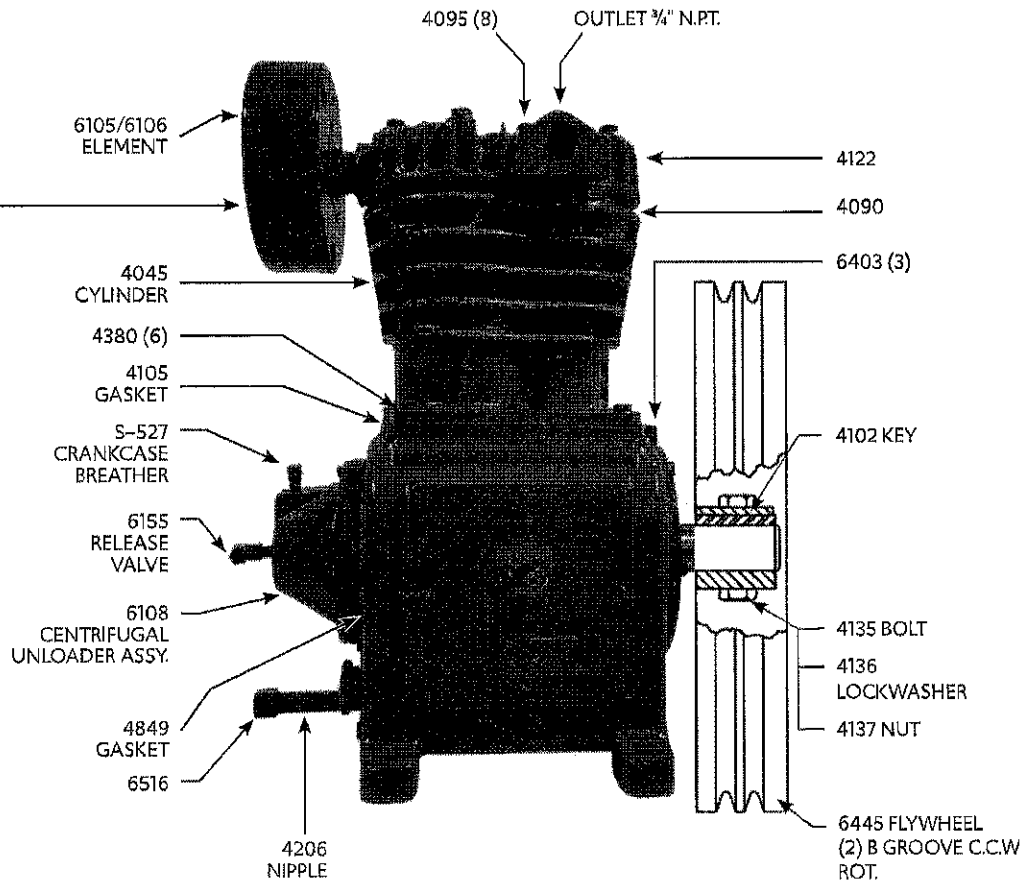


FIGURE 2 – MODEL 705 COMPRESSOR



6105-QF and
6106-QF ELEMENT



**Valve
Arrangement**

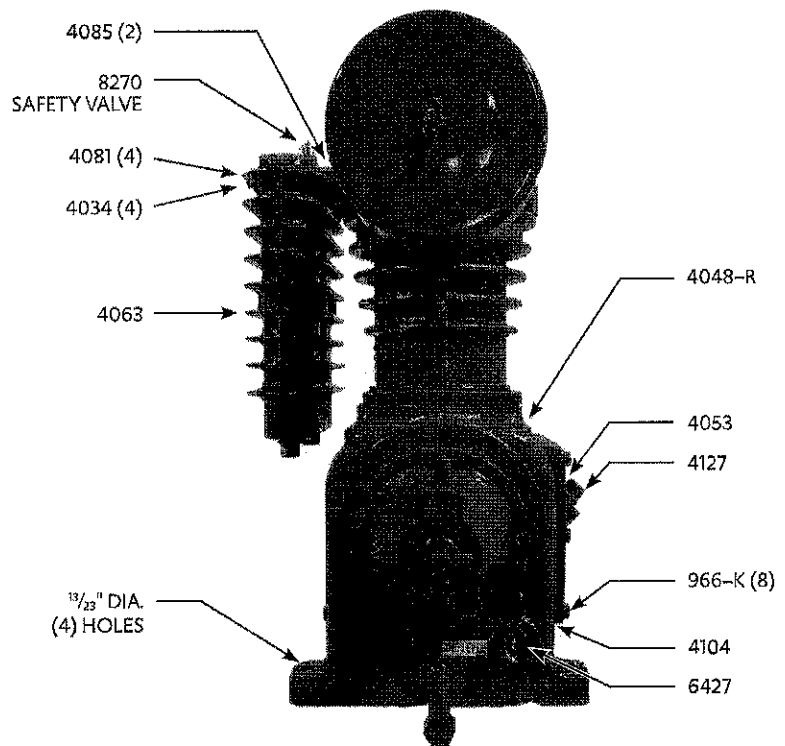


FIGURE 3 – MODEL 707 COMPRESSOR

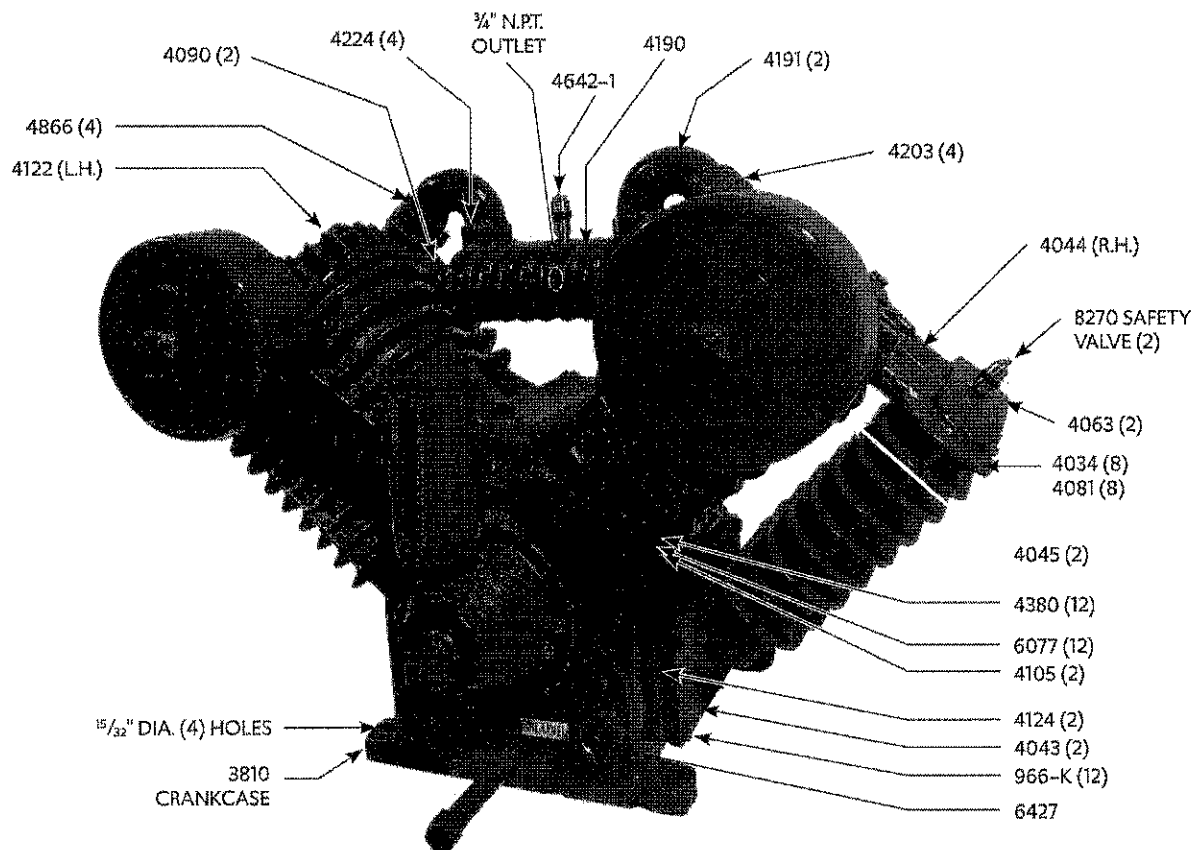
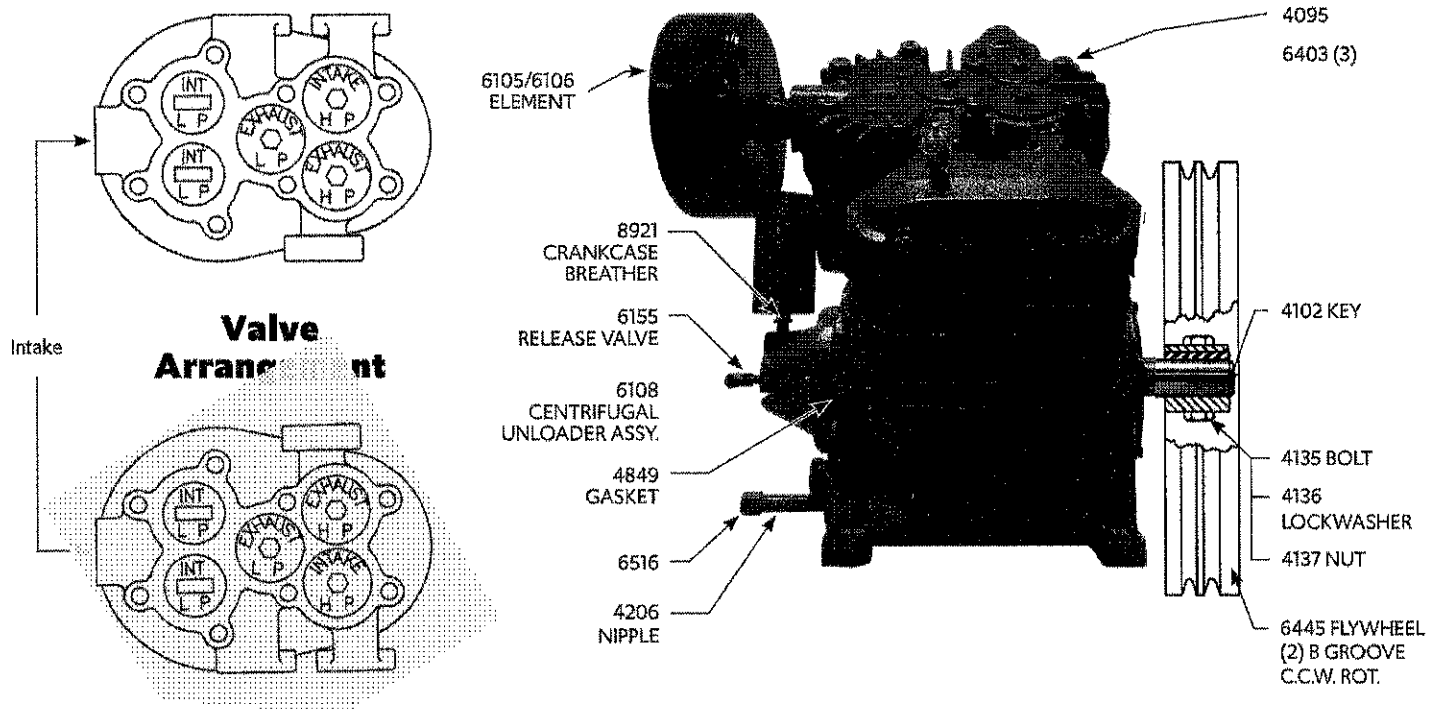


FIGURE 1, 2, 3 — PARTS LISTS

MODEL 703 Figure 1

Part Name	Part No.	No Req.
Crankcase Assembly	4539	1
Crankcase	4048-R	1
Oil Sight Glass	6427	1
Cylinder	4033	1
Cylinder Head	4121	1
Intercooler Assembly	4536	1
Intercooler	4063	1
Pipe Plug	4127	1
Safety Valve	8270	1
Side Cover	4053	1
Gasket - Cylinder Head	4066	1
Gasket - Cylinder to Crankcase	4105	1
Shims - Front Cover	6403	3
Gasket - Side Cover	4104	1
Gasket - Intercooler	4085	2
Gasket Set	4310	1
Crankcase Breather	S-527	1

MODEL 705 Figure 2

Part Name	Part No.	No Req.
Crankcase Assembly	4539	1
Crankcase	4048-R	1
Oil Sight Glass	6427	1
Cylinder	4045	1
Cylinder Head	4122	1
Intercooler Assembly	4536	1
Intercooler	4063	1
Pipe Plug	4127	2
Safety Valve	8270	1
Side Cover	4053	1
Gasket - Cylinder Head	4090	1
Gasket - Cylinder to Crankcase	4105	1
Shims - Front Cover	6403	3
Gasket - Side Cover	4104	1
Gasket - Intercooler	4085	2
Gasket Set	4311	1
Crankcase Breather	S-527	1

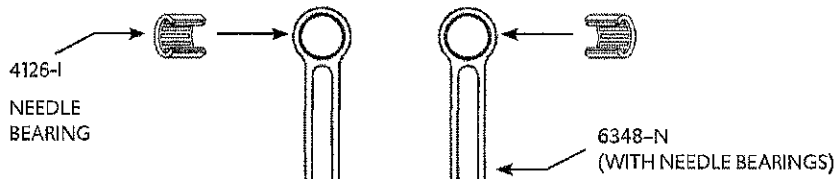
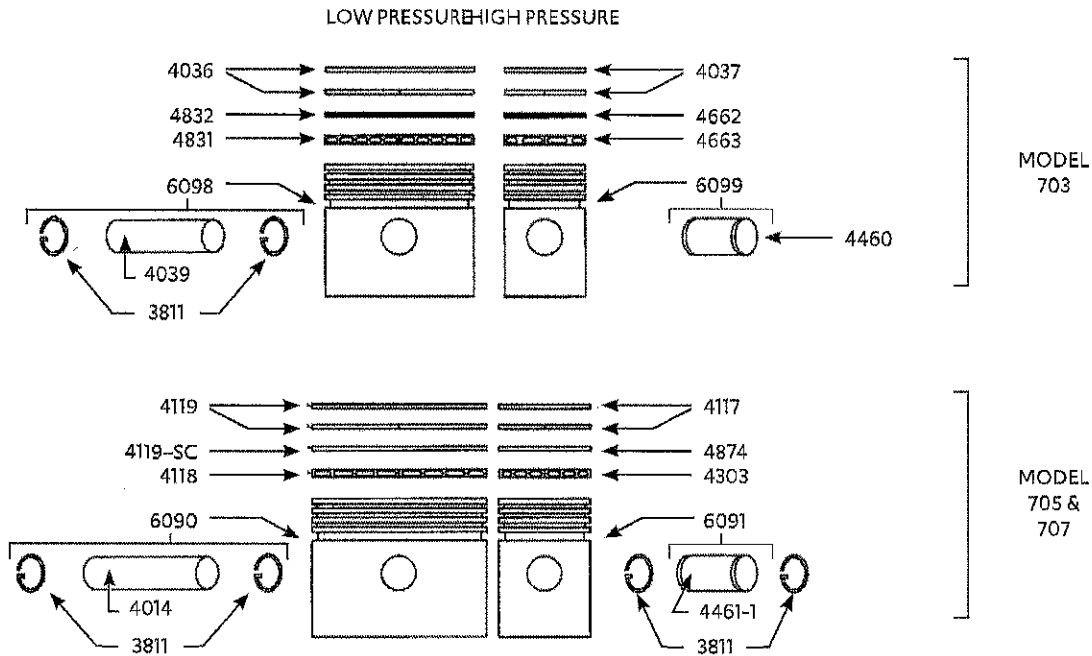
MODEL 707 Figure 3

Part Name	Part No.	No Req.
Crankcase Assembly	4547	1
Crankcase	4810	1
Oil Sight Glass	6427	1
Cylinder	4045	2
Cylinder Head - R.H.	4055	1
Cylinder Head - L.H.	4122	1
Intercooler Assembly	4536	2
Intercooler	4063	2
Pipe Plug	4127	2
Safety Valve	8270	2
Side Cover	4043	2
Exhaust Manifold	4190	1
Safety Valve	4642	1
Elbow - Exhaust Manifold	4191	2
Gasket - Cylinder Head	4090	2
Gasket - Cylinder to Crankcase	4105	2
Shims - Front Cover	6403	3
Gasket - Side Cover	4124	2
Gasket - Intercooler	4085	4
Gasket - Exhaust Manifold Set	4203	4
Gasket Set	4312	1
Flat Washer	4316	8
Crankcase Breather	8921	1

MODELS 703, 705, 707 Figures 1, 2 & 3

Part Name	Part No.	No Req.		
		703	705	707
Air Filter Silencer	6105	1	1	2
Filter Elements (6105)	6106	1	1	2
Centrifugal Unloader Ass'y	6108	1	1	1
Safety Valve	4642-1	—	—	1
Head Bolts	4188	8	—	—
Head Bolt	4095	—	8	16
Cylinder Bolts	4380	6	6	12
Side Cover Bolts	966-K	8	8	12
Intercooler Bolts	4134	4	4	8
Manifold Bolts	4224	—	—	4
Manifold Bolts	4255	—	—	4
Key - Flywheel	4102	1	1	1
Washer - Copper	4061	10	10	20
Pipe Plug - Oil Fill	4127	1	1	1
Nipple	4206	1	1	1
6110 Spacer Gasket	4849	1	1	1
Flywheel Assembly	6445	1	1	1
Bolt	4135	1	1	1
Lockwasher	4136	1	1	1
Nut	4137	1	1	1

FIGURE 4 – PISTON AND CRANKSHAFT ASSEMBLY



**PRESSURE LUBE PARTS
SEE PAGES 14 and 15**

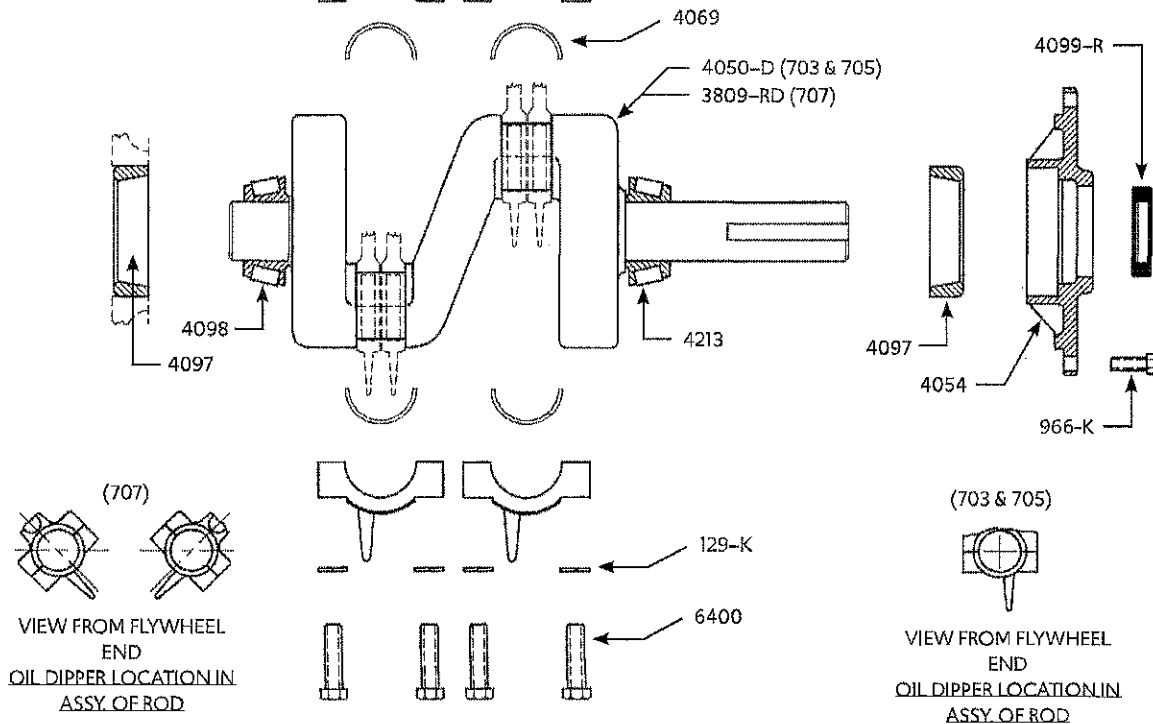


FIGURE 4 — PISTON AND CRANKSHAFT ASSEMBLY PARTS LISTS

MODEL 703

Part Name	Part No.	No Req.
Crankcase Assembly		
Crankcase.....	4050-D	1
Bearing Cone - Front.....	4213	1
Bearing Cone - Rear.....	4098	1
Oil Sight Glass.....	6427	1
Front Bearing Cover Ass'y.....	4531	1
Cover.....	4054	1
Bearing Cup.....	4097	1
Shaft Seal.....	4099-R	1
Bolts.....	966-K	6
Bearing Cup - Rear.....	4097	1
Connecting Rod Ass'y. (L.P., H.P.).....	6381-N	2
Connecting Rod.....	6348-N	2
Needle Bearing (Wrist Pin).....	4126	4
**.....	Bearing Insert (halves)	
4069.....	4	
Rod Bolts.....	6400	4
Lockwashers.....	129-K	4
Piston and Ring Ass'y. - L.P. (3 1/2).....	6100	1
Piston.....	6098	1
Wrist Pin.....	4039	1
Retaining Pin.....	3811	2
Compression Ring.....	4036	2
Compression Ring.....	4832	1
Oil Ring.....	4831	1
Piston Ring Ass'y. - H.P. (1 7/8).....	6101	1
Piston.....	6099	1
Wrist Pin.....	4460	1
Compression Ring.....	4037	2
Compression Ring.....	4662	1
Oil Ring.....	4663	1
Piston Ring Set.....	6102	1

MODEL 705

Part Name	Part No.	No Req.
Crankcase Assembly		
Crankcase.....	4050-D	1
Bearing Cone - Front.....	4213	1
Bearing Cone - Rear.....	4098	1
Front Bearing Cover Ass'y.....	4531	1
Cover.....	4054	1
Bearing Cup.....	4097	1
Shaft Seal.....	4099-R	1
Bolts.....	966-K	6
Bearing Cup - Rear.....	4097	1
Connecting Rod Ass'y (L.P., H.P.).....	6381-N	2
Connecting Rod.....	6348-N	2
**.....	Bearing Insert (halves)	
4069.....	4	
Needle Bearing (Wrist Pin).....	4126	2
Rod Bolts.....	6400	4
Lockwashers.....	129-K	4

**MODEL 705
(continued)**

Part Name	Part No.	No Req.
Piston and Ring Ass'y. - L.P. (4 1/8).....	6092	1
Piston.....	6090	1
Wrist Pin.....	4014	1
Retaining Pin.....	3811	2
Compression Ring.....	4119	3
Oil Ring.....	4118	1
Piston Ring Ass'y. - H.P. (2 1/8).....	6093	1
Piston.....	6091	1
Wrist Pin.....	4461	1
Retaining Ring.....	3811	2
Compression Ring.....	4117	2
Compression Ring.....	4874	1
Oil Ring.....	4303	1
Piston Ring Set.....	6094	1

MODEL 707

Part Name	Part No.	No Req.
Crankcase.....	4809-RD	1
Bearing Cone - Front.....	4213	1
Bearing Cone - Rear.....	4098	1
Front Bearing Cover Ass'y.....	4531	1
Cover.....	4054	1
Bearing Cup.....	4097	1
Shaft Seal.....	4099-R	1
Bolts.....	966-K	6
Bearing Cup - Rear.....	4097	1
Connecting Rod Ass'y. (L.P., H.P.).....	6381-N	4
Connecting Rod.....	6348-N	4
Needle Bearing (Wrist Pin).....	4126	2
**.....	Bearing Insert (halves)	
4069.....	8	
Rod Bolts.....	6400	8
Lockwashers.....	129-K	8
Piston and Ring Ass'y. - L.P. (4 1/8).....	6092	2
Piston.....	6090	2
Wrist Pin.....	4014	2
Retaining Ring.....	3811	4
Compression Ring.....	4119	6
Oil Ring.....	4118	2
Piston Ring Ass'y. - H.P. (2 1/8).....	6093	2
Piston.....	6091	2
Wrist Pin.....	4461-E	2
Retaining Ring.....	3811	4
Compression Ring.....	4117	2
Compression Ring.....	4874	2
Oil Ring.....	4303	2
Piston Ring Set.....	6095	1

NOTE: When ordering parts - specify Model No. and Serial No. of pump

** Available in pairs only

FIGURE 5 – MODEL 703 ONE L.P. INTAKE VALVE ONLY

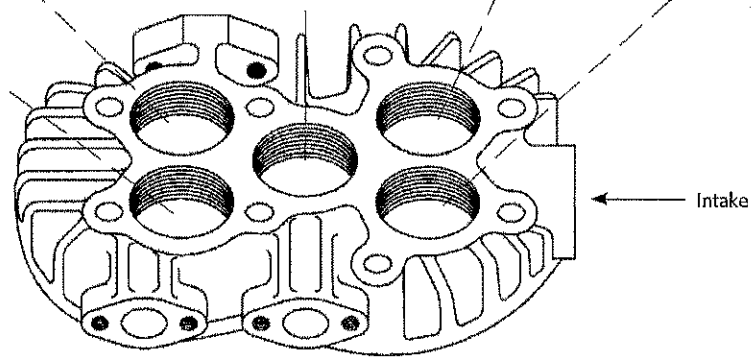
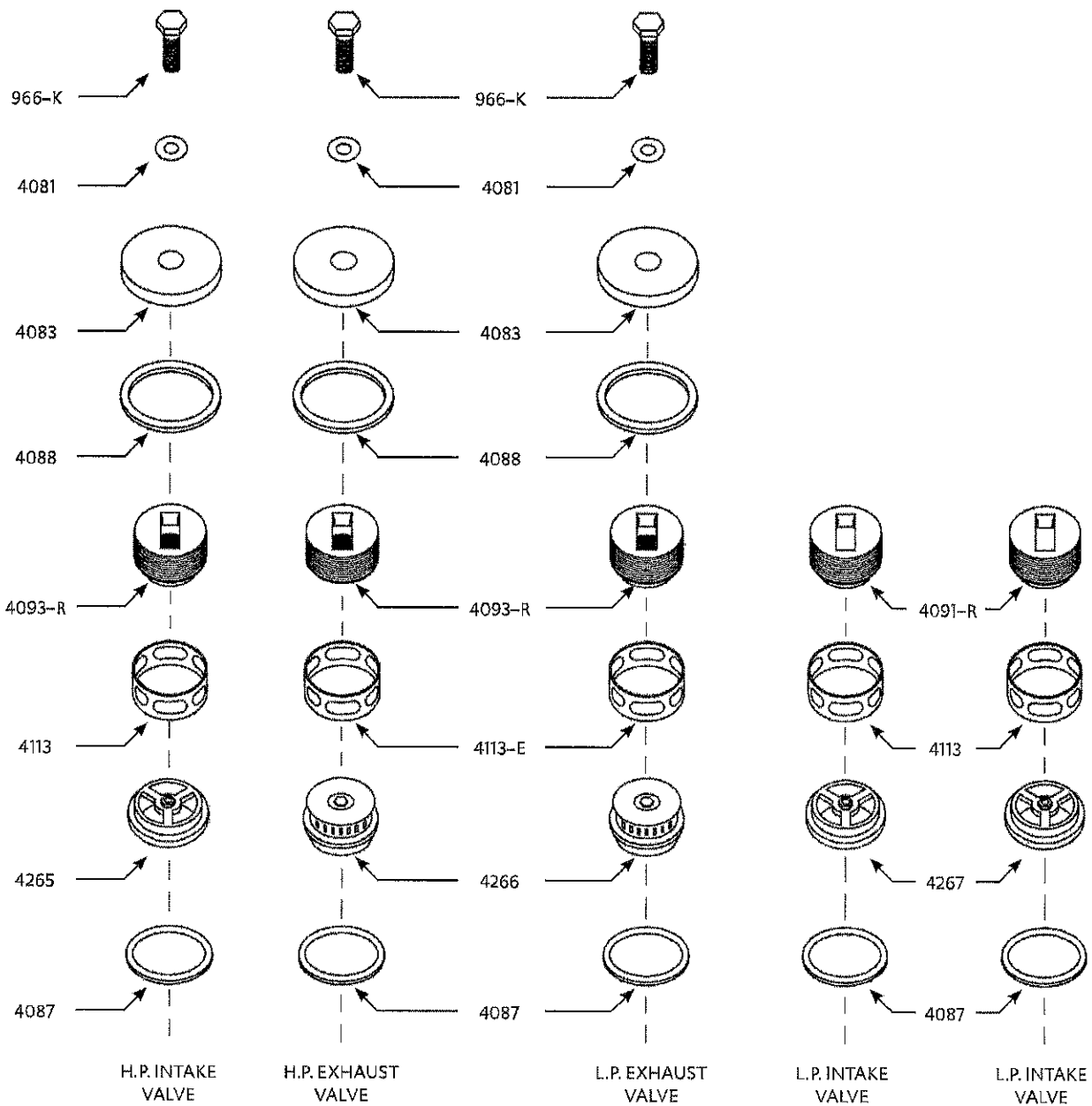


FIGURE 6 – VALVE COMPONENTS

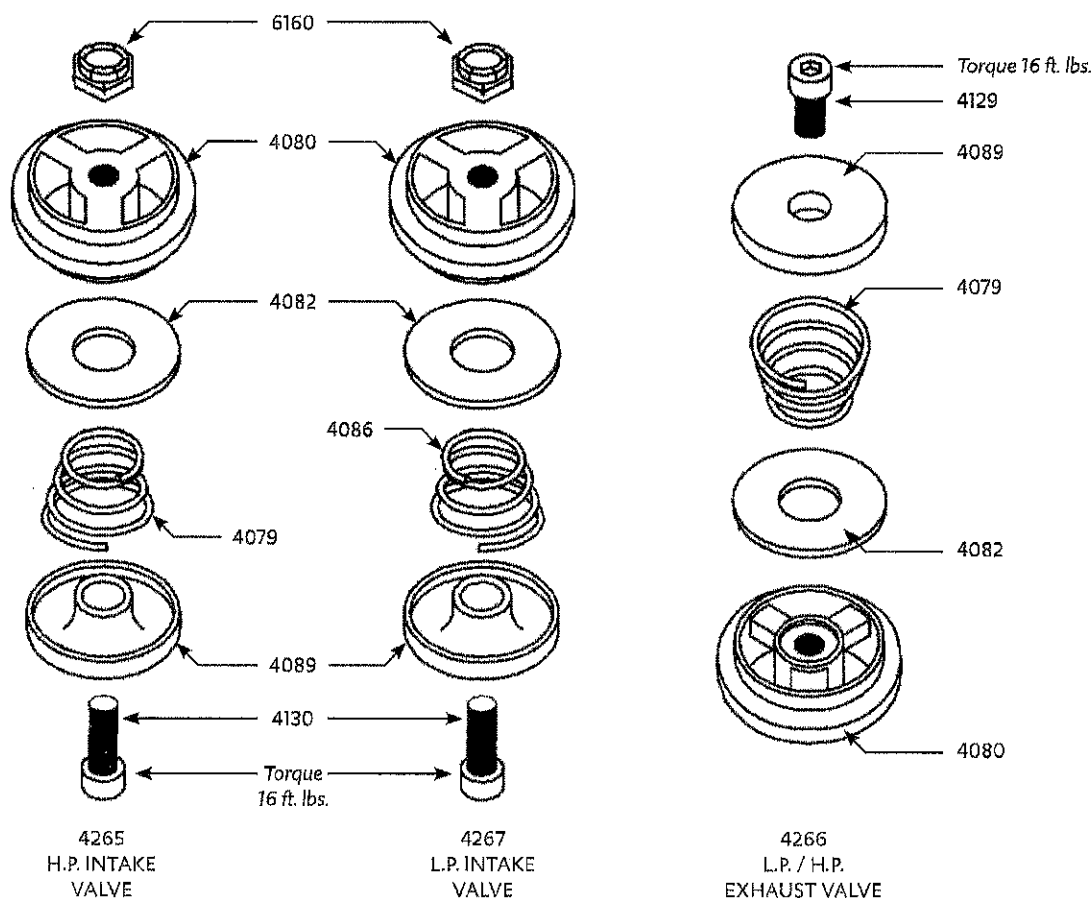


FIGURE 6 START-STOP COMPONENTS PARTS LIST

Part Name	Part No.	No Req.		
		703	705	707
Cylinder Head and Valve Assembly.....	4471	1	—	—
Cylinder Head and Valve Assembly.....	4473	—	1	1
Cylinder Head and Valve Assembly.....	4472	—	—	1
(2) Low Pressure Intake Valve Assembly.....	4267	1	2	4
(2) High Pressure Intake Valve Assembly.....	4265	1	1	2
(2) Exhaust Valve Assembly (H.P. & L.P.).....	4266	2	2	4
(1)(2) Gasket — All Valves.....	4087	4	5	10
Spacer — Exh. Valves.....	4113-E	2	2	4
Spacer — Int. Valves.....	4113	2	3	6
Retainer — L.P. Intake Valve.....	4091-R	1	2	4
Retainer — Exhaust Valve.....	4093-R	2	2	4
Retainer — H.P. Intake Valve.....	4093-R	1	1	2
(1)(2) Gasket — Valve Cover.....	4088	3	3	6
Cover — Valve.....	4083	3	3	6
(1)(2) Copper Washer.....	4081	3	3	6
Bolt — Valve Cover.....	966-K	3	3	6
Valve Repair Kit (703).....	4805	1	—	—
Valve Repair Kit (705).....	4806	—	1	—
Valve Repair Kit (707).....	4807	—	—	1
Valve Replacement Kit (703).....	4812	1	—	—
Valve Replacement Kit (705).....	4813	—	1	—
Valve Replacement Kit (707).....	4814	—	—	1

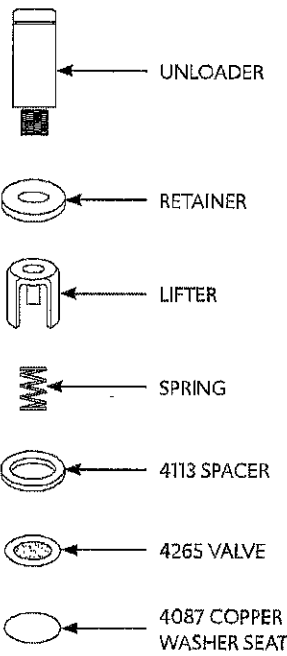
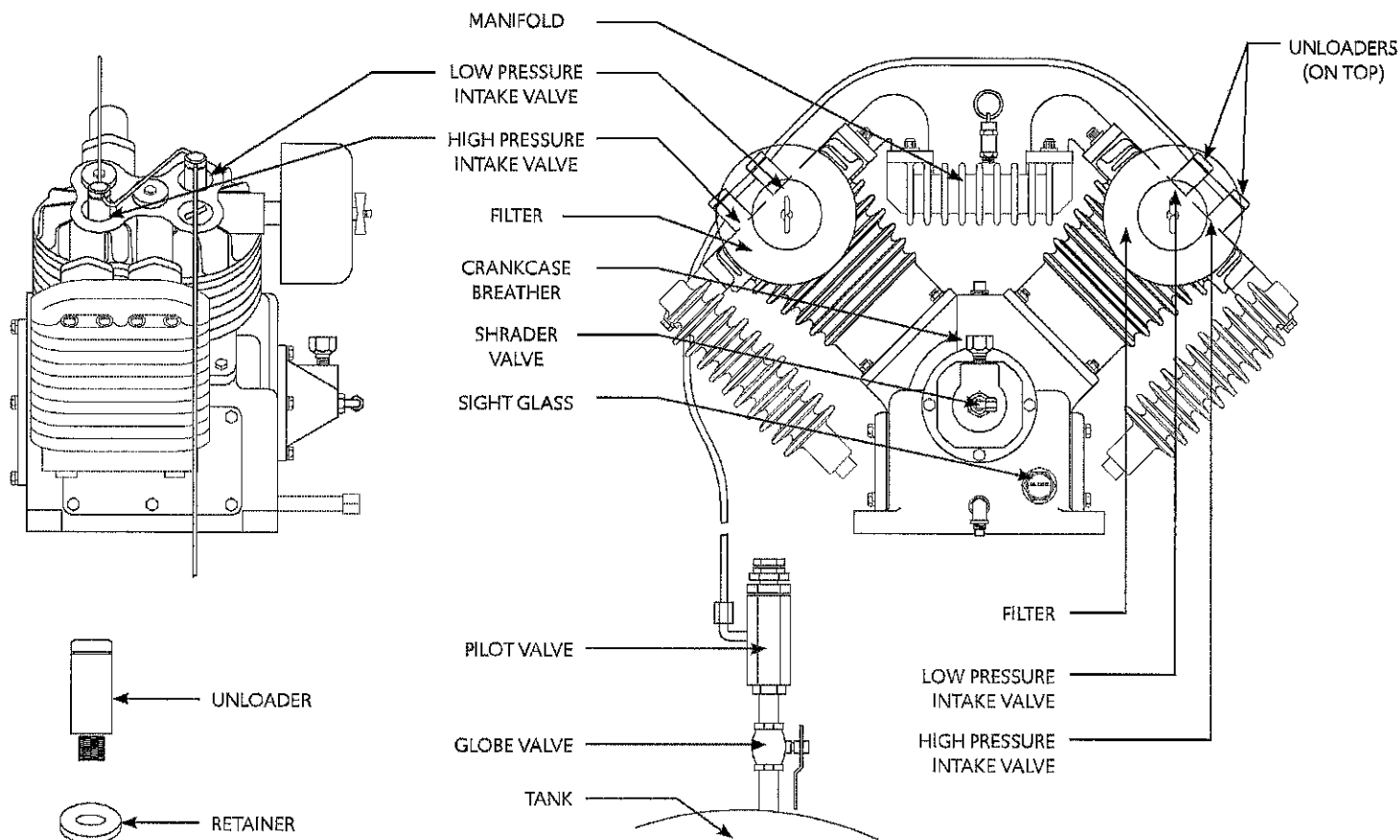
(1) Included in Valve Repair Kits

(2) Included in Valve Replacement Kits

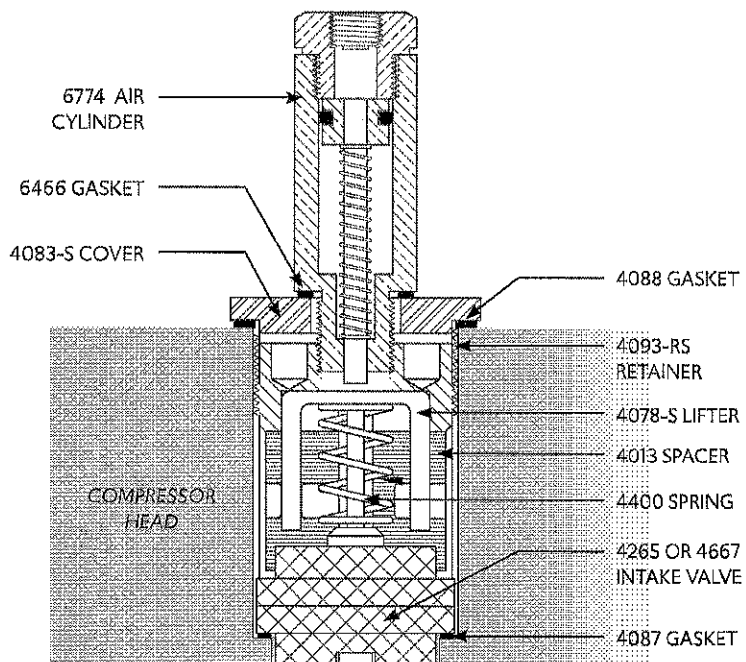
**FIGURE 6
VALVE COMPONENTS**

Part Name	Part No.
Nut.....	6160
(1) Spring.....	4079
Seat.....	4080
(1) Valve Plate.....	4082
(1) Spring.....	4086
Valve Guide.....	4089
Allen Screw.....	4129
Allen Screw.....	4130

FIGURE 7 – HEAD UNLOADER



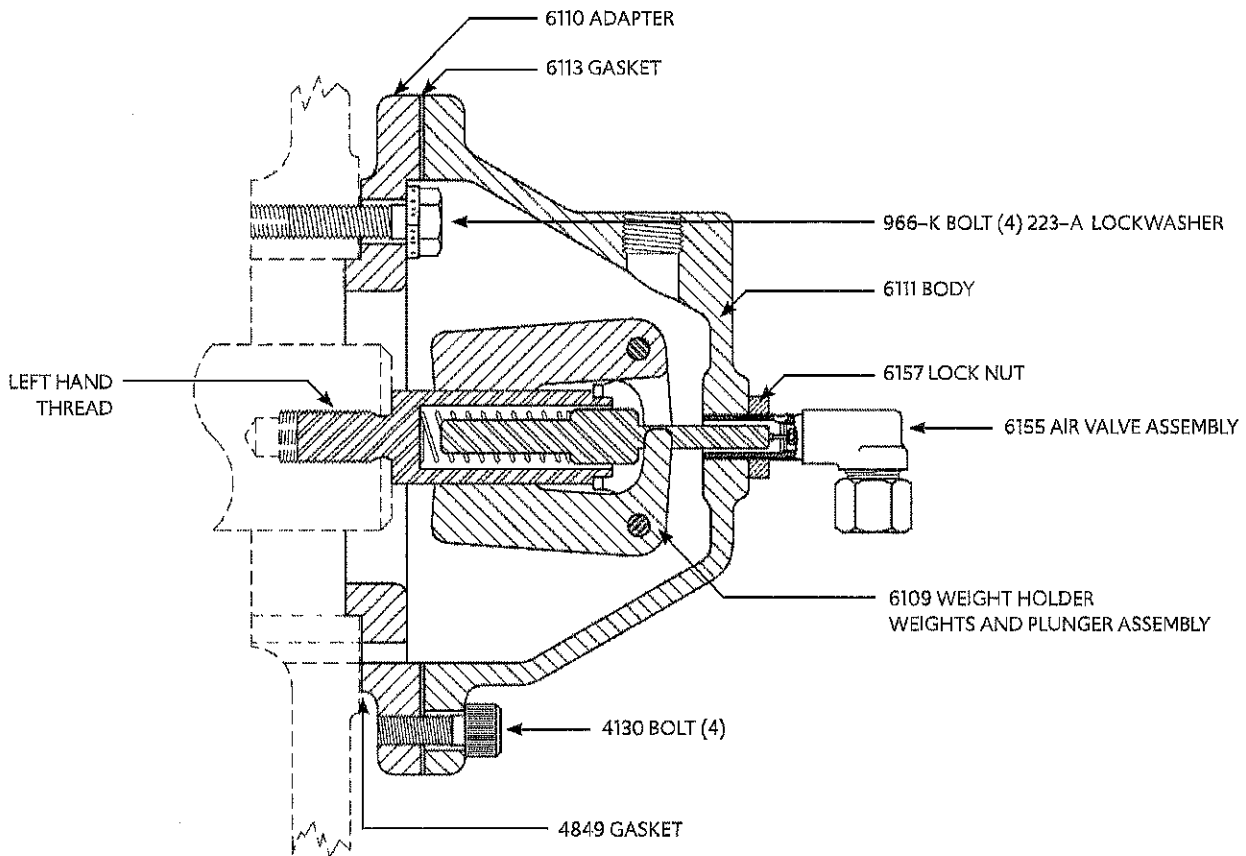
6510 SUCTION UNLOADER ASSY.



707 HEAD UNLOADERS CONVERSION & INSTALLATION

1. Remove Bolt on Cover Gasket.
2. Remove Retainer.
3. Replace with Spring, Lifter, new Retainer, and new Cover Plate.
4. Screw in Unloader.
5. Make sure unloader will operate manually by pushing down the hole of the unloader to make sure it opens and closes the valve properly.
6. Apply tubing & brass fittings.

FIGURE 8 — 6108 CENTRIFUGAL UNLOADER



6108 CENTRIFUGAL UNLOADER COMPONENTS

Part Name	Part No.	No Req.
Adapter Plate.....	6110	1
Body.....	6111	1
Weight Holder, Weights and Plunger Assembly	6109	1
Weights	6117	2
Rivets	6120	2
Plunger.....	6118	1
Spring	6119	1
Weight Holder.....	6114	1
Air Valve Assembly	6155	1
Valve Core.....	6156	1
Lock Nut.....	6157	1
Gasket.....	6113	1
Gasket.....	4849	1
Bolt	966-K	4
Bolt	4130	4
Lockwasher.....	223-A	4

NOTE: When ordering parts — specify Model No. and Serial No. of pump

DISASSEMBLY

1. Loosen motor – slide toward pump. Remove belts and flywheel. Use wedge in slot of flywheel after loosening bolt. Disconnect aftercooler tube and tube to centrifugal unloader. Remove 4 bolts securing pump to base.
2. Remove exhaust manifold (707), cylinder heads and intercooler.
3. Mark top of pistons for reassembling in same position.
4. Remove side plates.
5. To remove connecting rod – remove rod bolts, noting position of the identification marks on one side of each so that connecting rods are re-installed in original position.
DO NOT INTERCHANGE ROD CAPS!
6. Remove connecting rod and piston assembly thru bottom of cylinder. Cylinder must be removed from crankcase.
7. To remove pistons from connecting rod – remove two retaining rings, one on each end of wrist pin – L. P. piston only. “Tap” wrist pin out of piston.
8. To remove crankshaft – remove key from flywheel and burrs or foreign matter to prevent damage to shaft seal. Remove bolts from front cover and remove cover being careful not to let crankshaft drop. *Remove centrifugal unloader, attached to rear end of crankshaft. Slide crankshaft out thru front cover.
9. To remove valves from cylinder head – remove (3) valve cover plates (H.P. intake and exhaust valves.) Remove threaded plugs and spacers atop each valve. Lift valves out thru openings. **DO NOT INTERCHANGE VALVES!**

*Centrifugal unloader is assembled and disassembled by screwing the entire assembly into the end of the crankshaft. This assembly is provided with a **LEFT-HAND THREAD** and must be firmly tightened.

CAUTION: Incorrect rotation of compressor unit will unscrew this assembly! Rotation must be CCW facing flywheel end.

Cylinder 703	
High Pressure.....	1.8750-1.8760
Low Pressure.....	3.4995-3.5005
Cylinder 705/707	
High Pressure.....	2.1245-2.1255
Low Pressure.....	4.1245-4.1255
Crankshaft Rod Journal Diameter.....	1.5610/1.5620
Wrist Pin Diameter.....	0.7501/7497

CAUTION: Wrist pins are a “tap fit” into pistons!
DO NOT USE FORCE! Forcing will remove “cam” from L.P. Pistons, resulting in “galling” of piston.

Oversize Bearing Inserts, Piston and Piston Rings
NOT AVAILABLE.

REASSEMBLY

1. Crankshaft — install crankshaft into crankcase thru front cover hole. Install front cover over crankshaft being careful not to tear shaft seal. Install bolts and tighten. Crankshaft end play is determined by inserting or removing “shims” under rear adapter plate. Shims are provided in three thicknesses and the proper combinations must be selected so the crankshaft may be turned freely in bearings without “end play.”
2. Cylinder — scored cylinders should be replaced. Break glaze in cylinders if used cylinders are reinstalled. Piston, rings and connecting rod assembly must be assembled in cylinder bores before assembling cylinders. Align rods with crankshaft throws, remove rod caps (**DO NOT INTERCHANGE ROD CAPS!**), set cylinder on crankcase and install bolts and copper washers – tighten per torque chart.
3. Pistons — clean ring grooves and oil return holes. Assemble connecting rod in piston and push wrist pin thru – use “tap fit” on wrist pin – using “force” will remove “cam” from low pressure piston resulting in galling. If wrist pin is slightly tight – heat piston slightly before “tapping” wrist pin in. Install retaining rings on L.P. piston pins. Rings – install oil ring in bottom groove, followed by stepped scraper ring and then two compression rings. Stagger ring gaps a minimum of 90° from each other. See Figure 4.
4. Connecting Rod — install the bearing inserts into the rod and cap, fitting the locating projections into grooves provided. Assemble rod cap (after oiling both halves of insert bearing) and tighten. Tap rod cap and rod to “seat” bearing inserts. Never file rod cap or use shims to adjust bearing clearance.

Install connecting rod into piston per step 3 and piston and rod assembly into cylinder per step 2. When inserting piston and rod assembly into cylinder bore, compress rings to prevent breaking and scoring of cylinder wall.

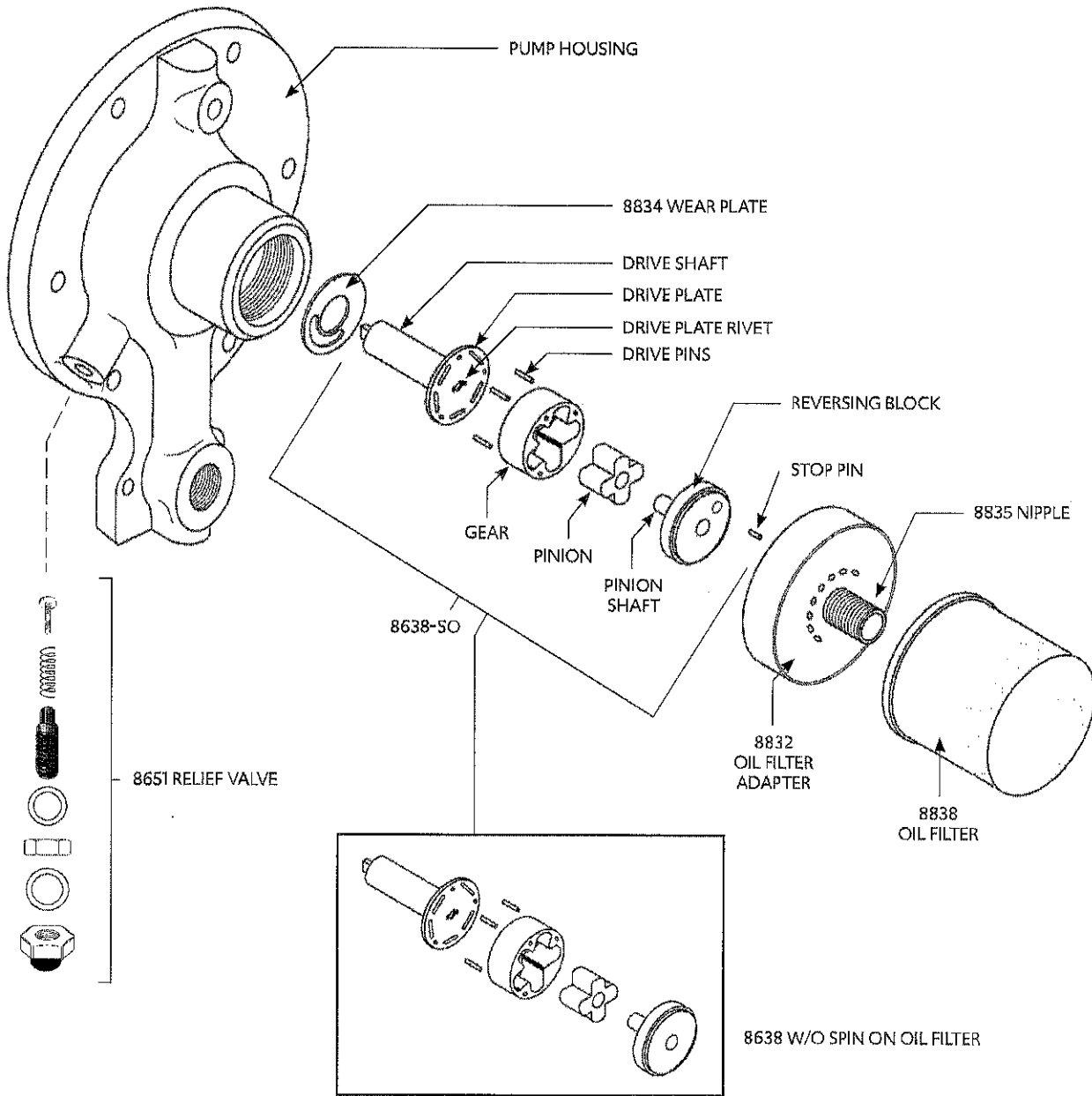
5. Cylinder Head — install valves and components (as shown on pages 10 and 11) being careful not to interchange valves – tighten per torque chart. Install cylinder head assembly on cylinder, install bolts and tighten.

Install intercooler and exhaust manifold (707).
6. Turn pump over by “hand” before starting. It is recommended that the pump be “run in” a few hours.

MODEL PL-703 / PL-705 / PL-707 PRESSURE LUBRICATED PARTS LIST
(OTHERWISE SAME AS SPLASH LUBRICATED)

PART NAME	PART NO.	NO. REQUIRED		
		PL-703	PL-705	PL-707
OIL PUMP ASSEMBLY	6407	1	1	1
Housing.....	6402	1	1	1
ONE UNIT				
Gear, Pinion & Reversing Block.....	8638	1	1	1
Drive Shaft Assembly		1	1	1
O-Ring – Drive Shaft		1	1	1
Key				
ONE UNIT				
Gear, Pinion & Reversing Block with Drilled Hole	8638-SO	1	1	1
Drive Shaft Assembly		1	1	1
O-Ring – Drive Shaft		1	1	1
Key		1	1	1
ONE UNIT				
Spring – Relief Valve.....	8651	1	1	1
Plunger – Relief Valve		1	1	1
Gasket – Relief Valve		2	2	2
Locknut – Relief Valve		1	1	1
Acorn Nut – Relief Valve		1	1	1
Bushing	8650	1	1	1
ONE UNIT				
OIL SUMP ASSEMBLY	8604	1	1	1
Plug		1	1	1
Screen		1	1	1
Snap Ring		1	1	1
O-Ring		1	1	1
Gasket		1	1	1
GASKET – OIL PUMP TO CRANKCASE.....	6404	1	1	1
SHIM – FRONT COVER – END PLAY ADJ.....	6403	3	3	3
CRANKSHAFT ASSEMBLY	3809-P	-	-	1
Bearing Cone – Rear.....	4098	-	-	1
Bearing Cone.....	4213	-	-	1
Drive Pin.....	6120	-	-	1
Pipe Plug	6413	-	-	2
CRANKSHAFT ASSEMBLY	4050-P	1	1	-
Bearing Cone – Rear.....	4098	1	1	-
Bearing Cone – Front.....	4213	1	1	-
Drive Pin.....	6120	1	1	-
Pipe Plug	6413	1	1	-
CRANKCASE.....	3810-P	-	-	1
CRANKCASE.....	4048-P	1	1	-
FRONT COVER.....	4054-P	1	1	1
Bearing Cup.....	4097	1	1	1
CONNECTING ROD	6348-P	2	2	4
OIL PRESSURE GAUGE.....	8614	1	1	1
BOLTS – BOTTOM PLUG HOUSING	4130	2	2	2
703 / 705				
ST. ELL – ¼" BRASS – CRANKCASE BREATHER.....	3888-K	1	1	-
NIPPLE – ¾" X 2" – CRANKCASE BREATHER.....	483-K	2	2	-
ELBOW – ¾" – CRANKCASE BREATHER.....	487-K	2	2	-
BREATHER ASSEMBLY – CRANKCASE (Front Cover).....	8921	1	1	1
707				
NIPPLE – ¾" X 2".....	4178-G	-	-	1
TEE – ¾".....	4430	-	-	1
ST. ELL – ¾".....	4529	-	-	1
REDUCER BUSHING – ¾" X ¼".....	4128	-	-	1

FIGURE 9 – OIL PUMP ASSEMBLY



8604 OIL SUMP ASSY.

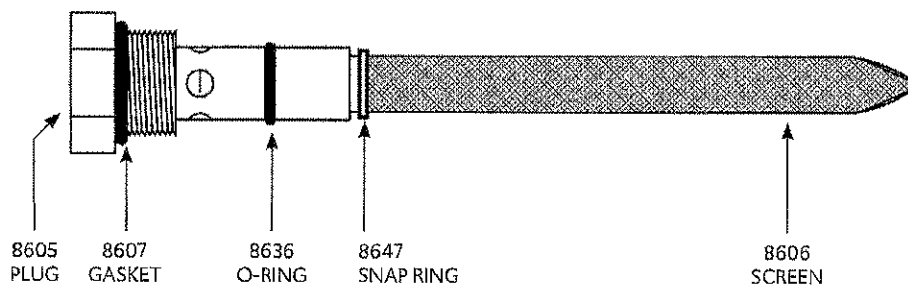
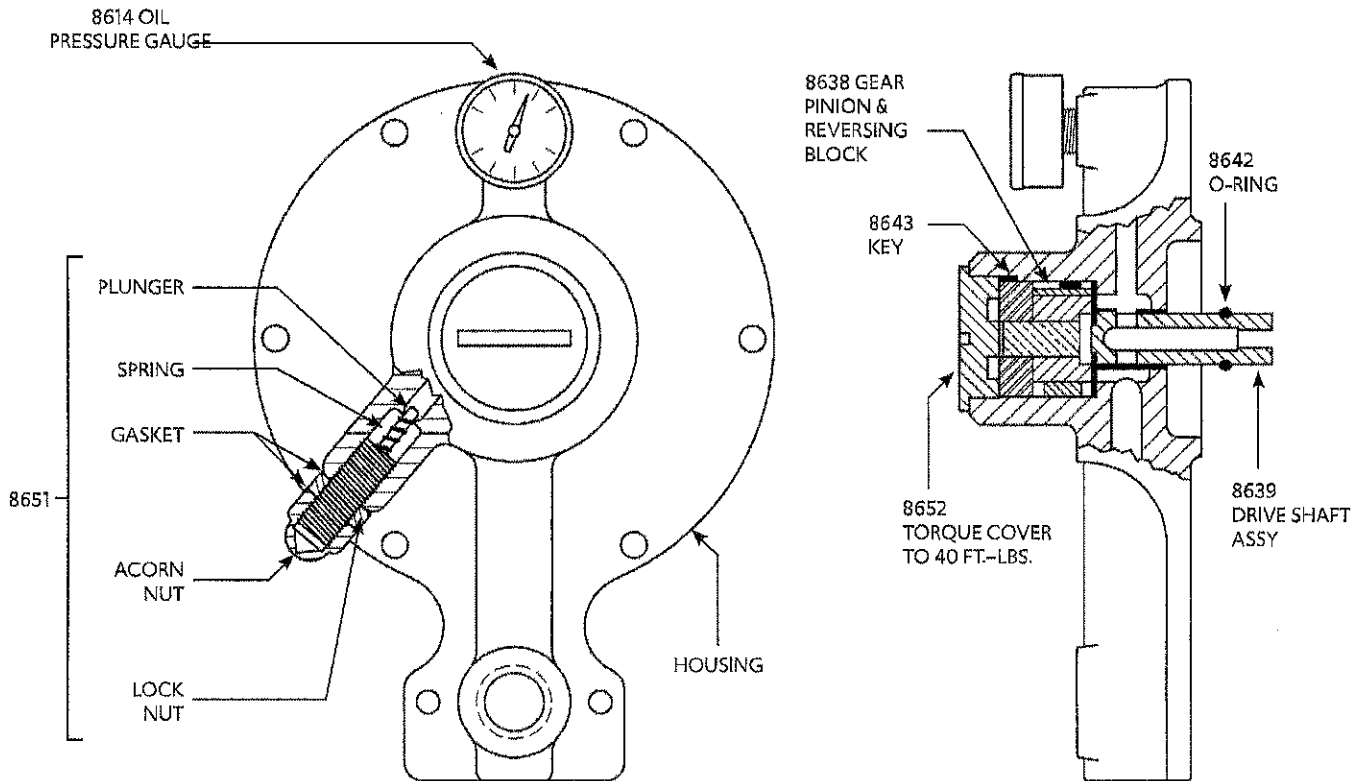


FIGURE 10 – PRESSURE LUBRICATED OIL PUMP

6407 OIL PUMP



PUMP DISASSEMBLY

1. Remove 8642 O-Ring from pump shaft.
2. Remove pump cover 8652 Torque Cover by turning counterclockwise.
3. Remove 8643 Stop Pin with magnet.
4. By pushing on end of pump shaft the entire assembly can be removed.

REASSEMBLY

1. Reverse the above procedure making sure the drive pins in the gear are properly aligned with the drive plate, and the stop pin is positioned in the short slot in the pump housing.
2. Turn pump shaft a few times to ensure proper assembly.
3. Prime the pump before initial start-up.

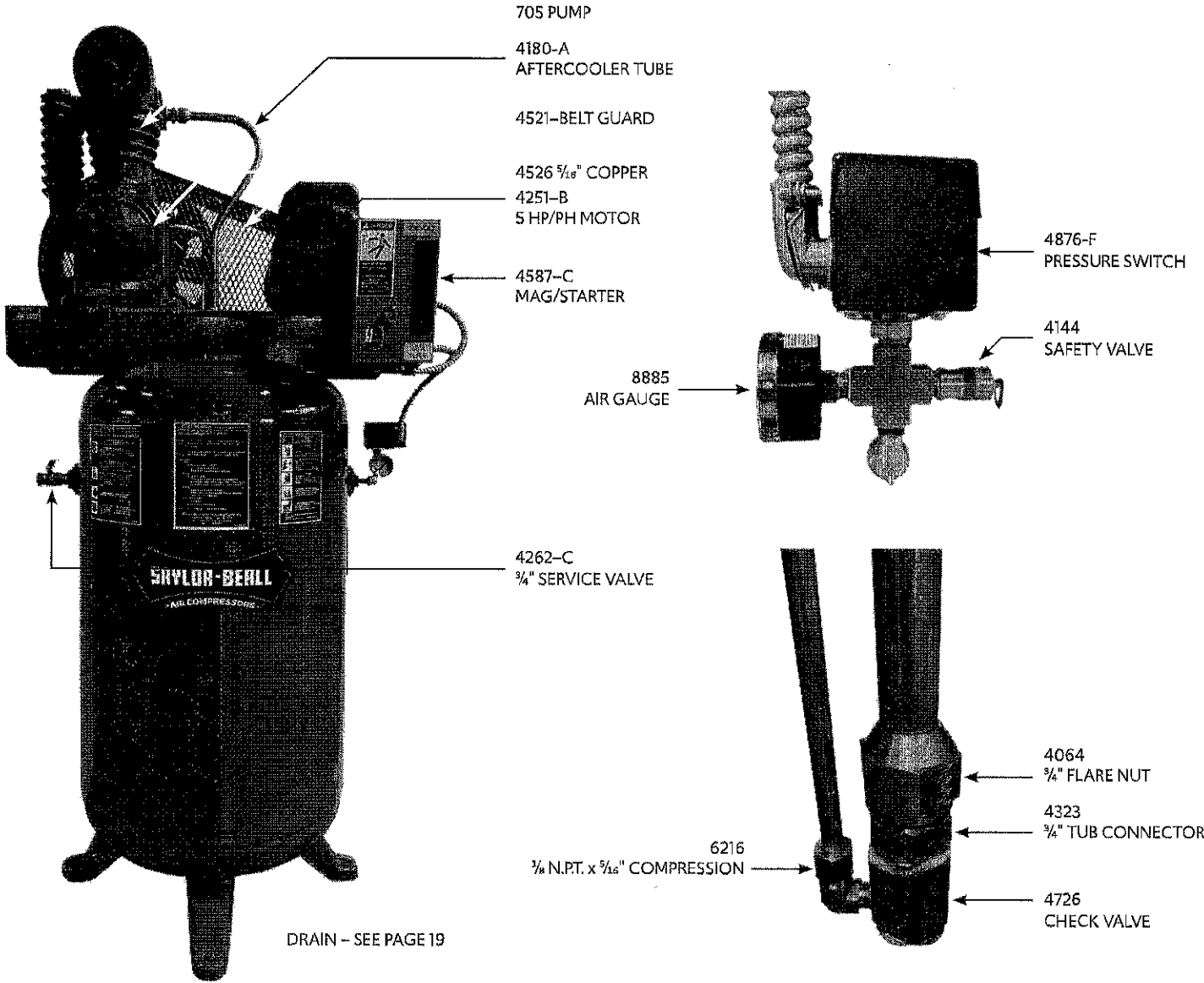
OIL PRESSURE ADJUSTMENT

Note: Before adjusting the oil pressure make sure the oil sump assy. is cleaned out of any debris.

1. Remove acorn nut.
2. Loosen locknut.
3. With a screwdriver turn the plunger clockwise to increase pressure and counterclockwise to decrease the pressure.
4. Reassemble.

OIL PUMP PRESSURE SHOULD BE AT 12-15 P.S.I.G. (OIL WARM)

FIGURE 11 – VT-735



DRAIN – SEE PAGE 19

MOTOR H.P.	PRESSURE SWITCH	AIR GAUGE	SAFETY VALVE	CHECK VALVE	SERVICE VALVE	AFTERCOOLER TUBE	MANUAL DRAIN	PUMP REF.
1 1/2 & 2 H.P.	4876-F*	8885	4144	4726	4262	4180-A	S-554	703
3 & 5 H.P.	4876-F*	8885	4144	4726	4262	4180-A	S-554	705
7 1/2 & 10 H.P.	4876-F*	8885	4144	4726	4262	4180-6	S-554	707
14 H.P. GAS	—	8885	4144	4726	4262	4180-16-G	S-554	705
18 H.P. GAS	—	8885	4144	4726	4262	4180-10	S-554	707

*Pressure lube models require pressure switch 4876-FR.

FIGURE 12 – GAS UNIT

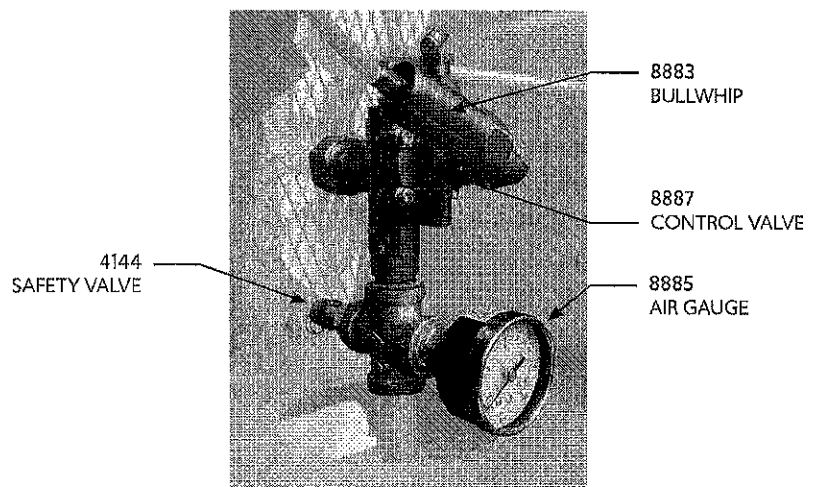
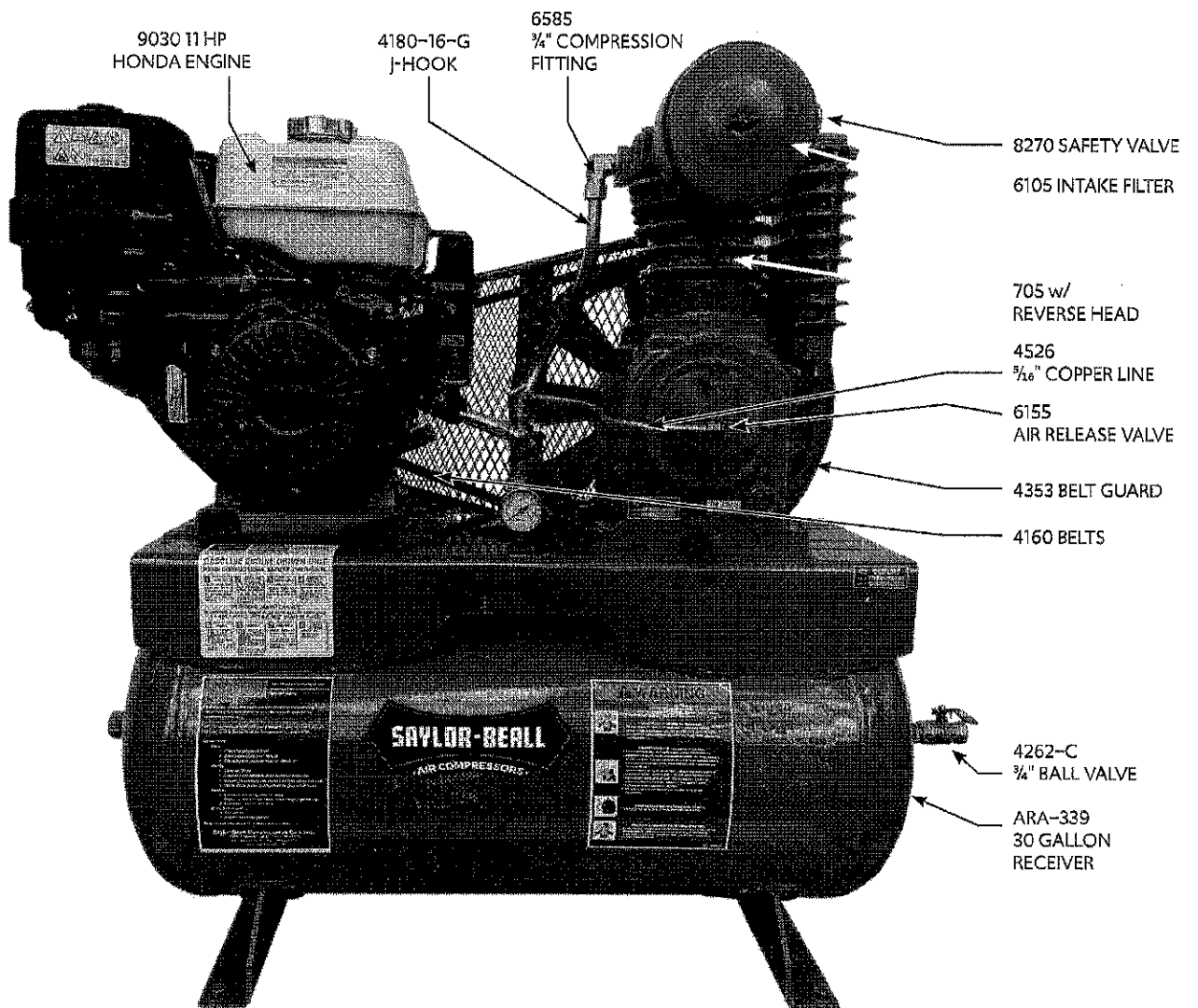
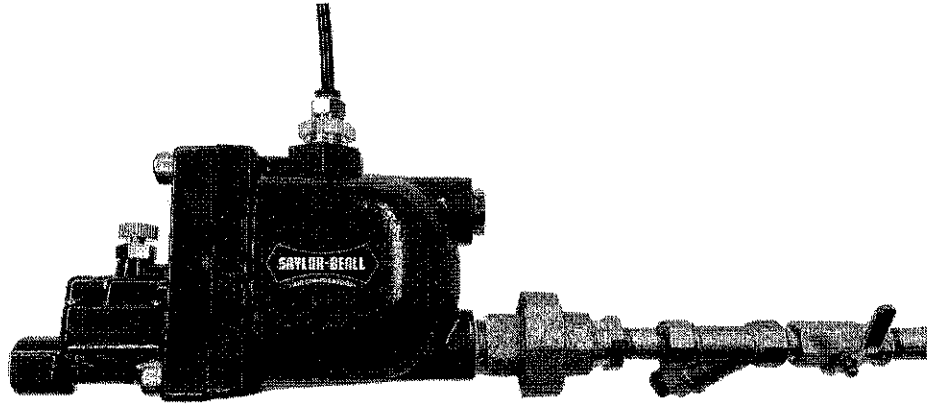


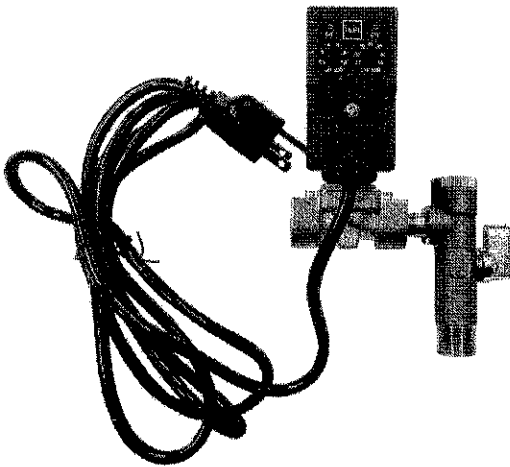
FIGURE 13 – DRAINS



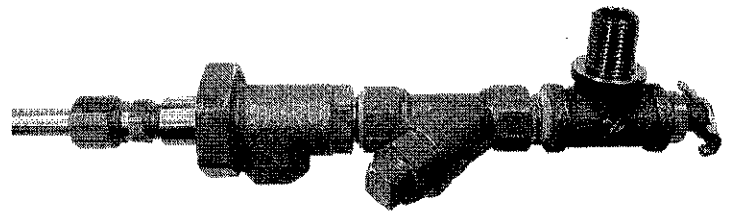
S-554 Drain Cock



1007 Float Drain



4906-E



4906 & 6532 Auto Tank Drain

FIGURE 14 – MODEL X-735-80-3-IC

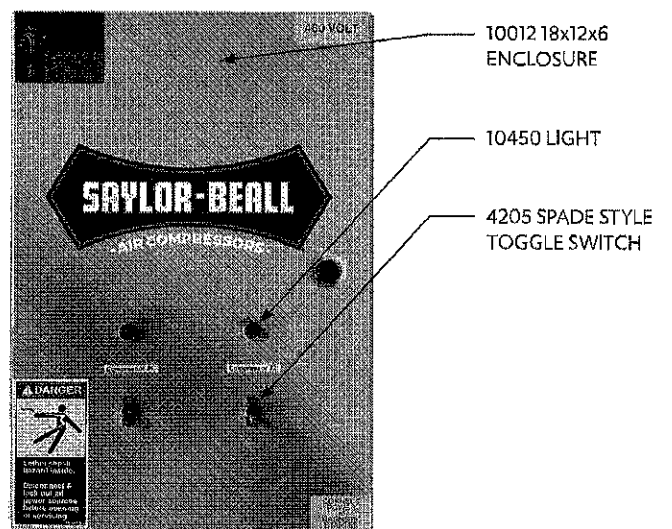
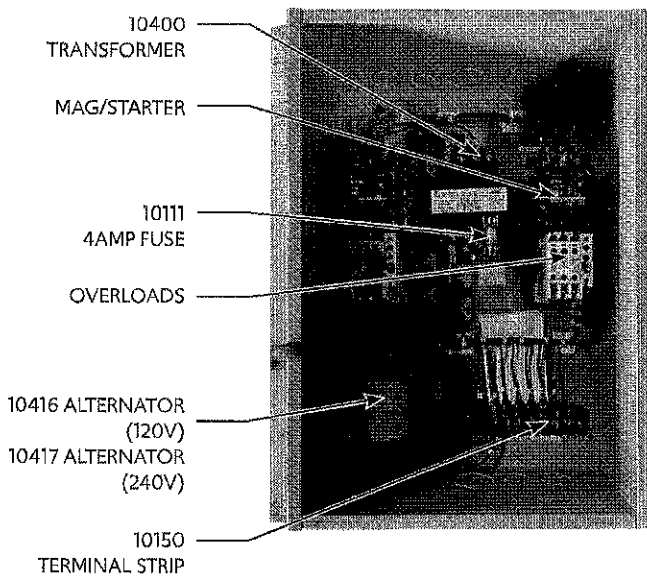
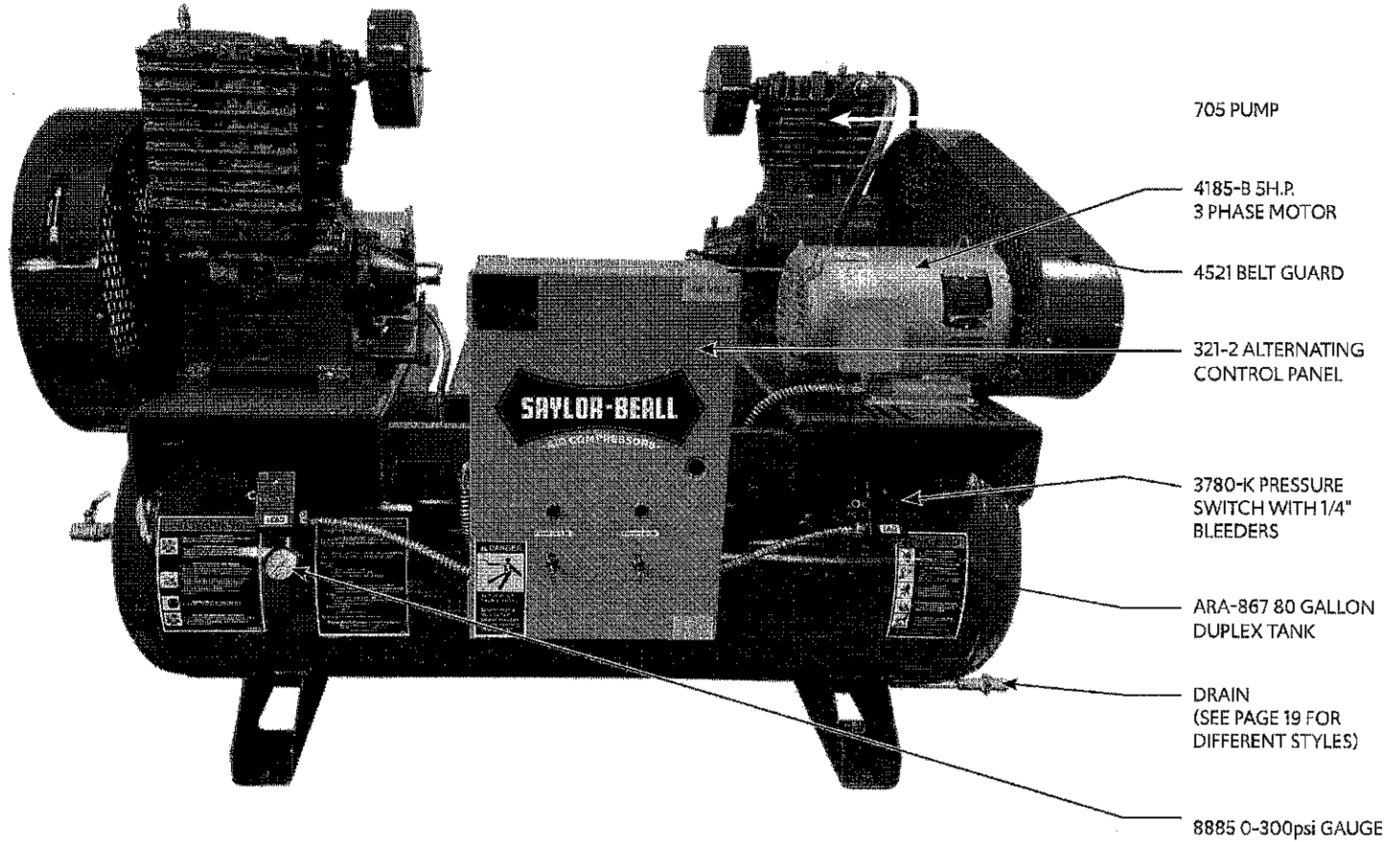


FIGURE 14 — DUPLEX PANEL SIZING AND PARTS

Single Phase

H.P.	VOLTS	AMPS (per motor)	WIRE SIZE	PANEL #	OVERLOADS	ALTERNATOR #	STARTER #
1 ½	115	21	10 AWG	321-1	2013	10416	4891-C1
	208/230	11/10.5	12 AWG	321-1	2011	10417	4891-C
2	115	24	10 AWG	321-1	2013	10416	4891-C1
	208/230	12.6/12	12 AWG	321-1	2011	10417	4891-C
3	115	32	8 AWG	321-1	2015	10416	4891-C1
	208/230	16.8/16	12 AWG	321-1	2012	10417	4891-C
5	208/230	22.7/20.6	10 AWG	321-1	2013	10417	4891-C
7 ½	208/230	33.8/32.2	8 AWG	321-5	2014	10417	8924-C
10	230	40.8	6 AWG	321-5	2016	10417	4894-C1

3 Phase

H.P.	VOLTS	AMPS (per motor)	WIRE SIZE	PANEL #	OVERLOADS	ALTERNATOR #	STARTER #
1 ½	208/230	5.2/4.8	12 AWG	321-1	2009	10417	4891-C
	460	2.4	12 AWG	321-2	2007	10416	4891-C1
2	208/230	6/5.8	12 AWG	321-1	2009	10417	4891-C
	460	2.9	12 AWG	321-2	2007	10416	4891-C1
3	208/230	8.5/8.4	12 AWG	321-1	2010	10417	4891-C
	460	4.2	12 AWG	321-2	2008	10416	4891-C1
5	208/230	14/13.2	12 AWG	321-1	2012	10417	4891-C
	460	6.3	12 AWG	321-2	2010	10416	4891-C1
7 ½	208/230	21.3/20.4	10 AWG	321-1	2013	10417	4891-C
	460	10.6	10 AWG	321-2	2011	10416	4891-C1
10	208/230	28.2/25	10 AWG	321-3	2014	10417	8924-C
	460	12.5	10 AWG	321-2	2012	10416	4891-C1

DUPLEX COMPRESSOR SEQUENCE OF OPERATIONS

1. The lead pressure switch closes, energizing the alternator relay and first air compressor.
2. The pressure rises opening the lead pressure switch, de-energizing the alternator relay and the first air compressor.
3. The alternator will then alternate from the first air compressor to the second air compressor, ready for the next need for compressed air.
4. The next phase is the same as steps 1-3, except that the second air compressor will run.
5. When the need for compressed air becomes greater than the operating compressor can produce and the pressure continues to drop after the lead pressure switch closes, the lag pressure switch will close, starting the second air compressor.
6. As the pressure rises, the second air compressor will shut off and then the first air compressor will shut off.

NOTES:

1. Pressure switches are pre-set and identified.
2. Lead pressure switch controls the alternator. This switch must close first (on decreasing pressure) and open last (on rising pressure).
3. Lead pressure is factory pre-set at 140-175 P.S.I.
4. Lag pressure is factory pre-set at 130-165 P.S.I.

CAUTION: Do not adjust switch. Doing so may result in starter burnout!



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MICHIGAN**

Machined, Assembled & Tested in Michigan Since 1915

WARRANTY

Saylor-Beall Manufacturing Co. warrants its compressors and parts when properly installed, lubricated and maintained as recommended and in accordance with good industry practice to be free from defects in material and workmanship under normal use and service. The responsibility of the Company under this warranty is limited to repair or replacement, at the Company's factory, any compressor or part thereof, which shall, within one year after date of shipment to the original purchaser, be returned to the company and which, upon examination, shall be found to be defective to the satisfaction of the Company.

This warranty shall not apply to compressors or parts which have been subjected to misapplication, misuse, negligence or accident, to compressors or parts which have been repaired or tampered with outside of the Company's factory when in the judgment of the Company, it appears that the reliability or stability of the compressor or part has been effected. Ordinary maintenance, such as adjustment and cleaning of equipment or components is the responsibility of the owner. All transportation and shipping charges shall be paid by purchaser.

This warranty does not apply to electric motors or gasoline engines. These are covered by the Original Manufacturer's Warranty and should be returned by the purchaser to their authorized station for service.

This warranty is expressly in lieu of all other warranties (except of title) expressed or implied and of any other obligations or liability on the part of the Company. There are not warranties of merchantability or of fitness for a particular purpose.

SAYLOR-BEALL

-AIR COMPRESSORS-

Saylor-Beall Manufacturing Co. / 400 N. Kibbee St. / St. Johns, MI 48879

www.saylor-beall.com



SAYLOR-BEALL

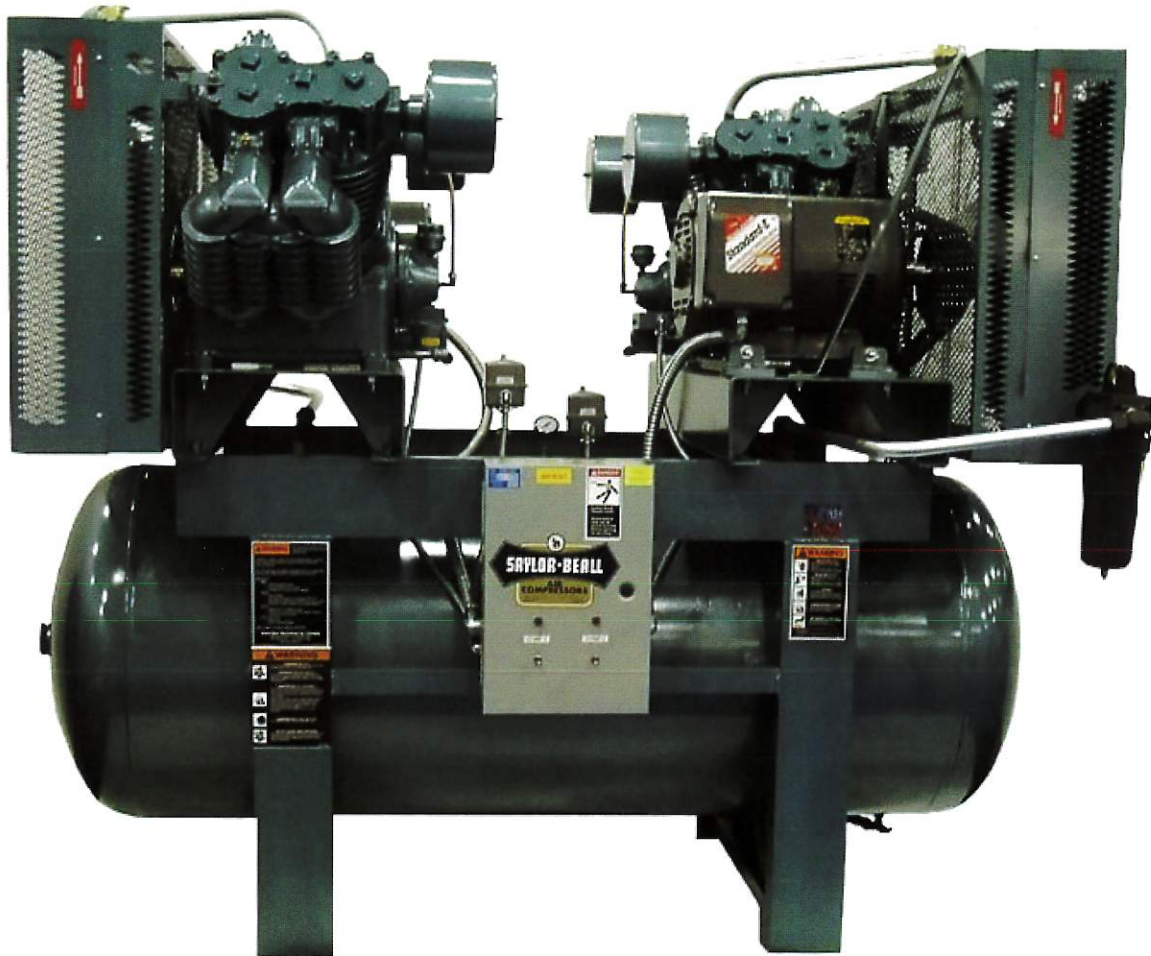
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ST. JOHNS MICHIGAN

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Optional Air-Cooled Aftercooler

Incorporates a unique design by mounting the heat exchanger in front of the electric motor and mounting a high flow fan on the electric motor shaft.

Since air flow over the compressor is not blocked, the **compressor runs cooler** than with other currently available belt guard mounted aftercoolers.

- **Standard duplex package** comes complete with two compressors, two electric motors, tank and UL-listed alternator control panel mounted and wired.
- **Performance package**, indicated by the FP, adds two air-cooled aftercoolers, two low oil controls, automatic tank drain and vibration isolator pads.



Standard Model	Performance Package Model	Horsepower	Pump Type	Delivered c.f.m.	Tank Size (gallons)	Standard Model* Dimensions (inches)
X-715-80	X-715-80-FP	1.5	703 (2)	11.6	Horizontal 80	L63 x W34 x H46
X-720-80	X-720-80-FP	2	703 (2)	15.0	Horizontal 80	L63 x W34 x H46
X-730-80	X-730-80-FP	3	705 (2)	22.2	Horizontal 80	L63 x W34 x H46
X-735-120	X-735-120-FP	5	705 (2)	34.6	Horizontal 120	L69 x W34 x H50
X-745-120	X-745-120-FP	7 1/2	707 (2)	53.8	Horizontal 120	L69 x W51 x H50
X-755-120	X-755-120-FP	10	707 (2)	68.8	Horizontal 120	L69 x W51 x H50
X-451520	X-451520-FP	15	4500 (2)	102.0	Horizontal 200	L77 x W52 x H76
X-92020	X-92020-FP	20	9000 (2)	152.2	Horizontal 200	L77 x W68 x H73
X-92520	X-92520-FP	25	9000 (2)	179.2	Horizontal 200	L77 x W68 x H73
X-93024	X-93024-FP	30	9000 (2)	202.2	Horizontal 240	L90 x W68 x H73

*CALL FACTORY FOR FP MODEL DIMENSIONS

SAYLOR-BEALL Manufacturing Company warrants its compressors and parts when properly installed, lubricated and maintained as recommended and in accordance with good industry practice to be free from defects in material and workmanship under normal use and service. The responsibility of the Company under this warranty is limited to repair or replacement at the Company's factory, any compressor or part thereof, which shall, within one year after date of shipment to the original purchaser, be returned to the Company and which, upon examination, shall be found defective to the satisfaction of the Company. This warranty shall not apply to compressors or parts which have been subjected to misapplication, misuse, negligence or accident, to compressors or parts which have been repaired or tampered with outside the Company's factory when in the judgement of the Company, it appears that the reliability or stability of the compressor or part has been effected. Ordinary maintenance, such as adjustment and cleaning of equipment or components is the responsibility of the owner. All transportation and shipping charges shall be paid by purchaser. This warranty does not apply to electric motors or gasoline engines. These are covered by the Original Manufacturer's Warranty and should be returned by the purchaser to their authorized station for service. This warranty is expressly in lieu of all other warranties (except of title) expressed or implied and of any other obligations or liability on the part of the Company. There are no warranties of merchantability or of fitness for a particular purpose.



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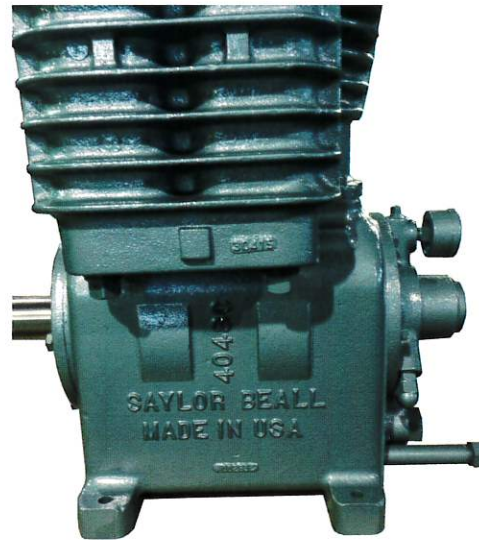


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VT-PL-735-60



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VERTICAL TANK MOUNTED AIR COMPRESSORS

Motor Horse Power	Tank Cap. (Gal)	Pressure Lubricated Model	Pressure Lubricated Pump	100 PSI Rating			175 PSI Rating			Dimensions LxWxH (inches)	Bolt Down LxW (inches)	Approx. Shipping Wt. (lbs)
				RPM	CFM Displ.	CFM Delvd	RPM	CFM Displ.	CFM Delvd			
1½	60	VT-PL-715-60	PL-703	475	9.2	7.3	400	7.8	5.8	34x26x74	23x23	522
	80	VT-PL-715-80								34x29x74	25½x25½	589
2	60	VT-PL-720-60	PL-703	540	10.5	8.3	510	10.0	7.5	34x26x74	23x23	543
	80	VT-PL-720-80								34x29x74	25½x25½	610
3	60	VT-PL-730-60	PL-705	575	15.5	12.3	540	14.8	11.1	34x26x74	23x23	565
	80	VT-PL-730-80								34x29x74	25½x25½	632
	120	VT-PL-730-120								34x30x77	25½x25½	784
5	60	VT-PL-735-60	PL-705	850	23.0	18.3	845	23.0	17.3	34x26x74	23x23	581
	80	VT-PL-735-80								34x29x74	25½x25½	648
	120	VT-PL-735-120								34x30x77	25½x25½	800
	120	VT-PL-737-120	PL-707	515	27.9	22.2	455	24.7	18.5	44x30x75	25½x25½	905
7½	120	VT-PL-745-120	PL-707	730	39.4	31.2	655	35.4	26.9	44x30x75	25½x25½	915
10	120	VT-PL-755-120	PL-707	850	46.0	36.6	850	46.0	34.4	44x30x75	25½x25½	935

SAYLOR-BEALL Manufacturing Company warrants its compressors and parts when properly installed, lubricated and maintained as recommended and in accordance with good industry practice to be free from defects in material and workmanship under normal use and service. The responsibility of the Company under this warranty is limited to repair or replacement at the Company's factory, any compressor or part thereof, which shall, within one year after date of shipment to the original purchaser, be returned to the Company and which, upon examination, shall be found defective to the satisfaction of the Company. This warranty shall not apply to compressors or parts which have been subjected to misapplication, misuse, negligence or accident, to compressors or parts which have been repaired or tampered with outside the Company's factory when in the judgement of the Company, it appears that the reliability or stability of the compressor or part has been effected. Ordinary maintenance, such as adjustment and cleaning of equipment or components is the responsibility of the owner. All transportation and shipping charges shall be paid by purchaser. This warranty does not apply to electric motors or gasoline engines. These are covered by the Original Manufacturer's Warranty and should be returned by the purchaser to their authorized station for service. This warranty is expressly in lieu of all other warranties (except of title) expressed or implied and of any other obligations or liability on the part of the Company. There are no warranties of merchantability or of fitness for a particular purpose.

STAFF REPORT

Date: April 23, 2026
Subject: Third Party IT Talent
From: Paul Gerndt, Director of Information Technology
Meeting Date: May 4, 2026

RECOMMENDATION:

It is recommended City Council accept the bid for Third Party IT Talent from TEKsystems and authorize the City Manager to acknowledge statements of work for projects not to exceed budget authority.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – STEWARDSHIP
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

The Information Technology Department received 13 responses to its request for bids for Third-Party IT Talent, issued on March 25, 2026. Bid specifications were downloaded by 54 prospective firms. Responses were submitted by companies nationwide, including two companies with offices in Michigan: TEKsystems, which has a presence in the greater Grand Rapids area, and Blue Chip Talent, located in metro Detroit.

In February 2025, Council authorized contracts for IT Staff Augmentation. Those contracts played a key role in helping the City achieve several operational objectives, including the migration to Windows 11, completion of a Wi-Fi network needs assessment, and a Microsoft 365 configuration and security review. Through those contracts, five contractors provided services over nearly seven months at a total cost of just under \$195,000.

The Third-Party IT Talent program differs from IT Staff Augmentation. While Staff Augmentation generally involves contractor assignments lasting more than 90 days - and more commonly over six months - Third-Party IT Talent is structured as a time-and-materials resource for shorter-term engagements lasting from several days to a few weeks.

Bids were evaluated using a scoring matrix that measured each bidder’s commitment or ability to keep City of Wyoming tax dollars in the local economy, maximize value, minimize risk, and support operational objectives.

Staff recommend accepting the bid from TEKsystems. Although not the lowest-cost bidder, TEKsystems’ local presence offers a significant operational advantage. The company supports on-site assignments in West Michigan and has a strong local performance record. Under this contract, TEKsystems will provide temporary IT resources on an as-needed basis. Though four specific titles were included in the bid specifications, other job titles may be requested under the agreement. The department anticipates that costs for services under this agreement over the next 16 months will not exceed \$110,000.

Position	Avg Rate of all Bids	Proposal Rate	Estimated Hours	Potential Contract Value
IT Support Specialist	\$64.03	\$70.00	480	\$ 33,600
Network Engineer	\$109.39	\$110.00	200	\$ 22,000
Microsoft Solutions Architect	\$135.36	\$130.00	240	\$ 31,200
		TOTAL		\$ 86,800

Notable projects currently slated to use contractors from this contract include:

- Lifecycle replacement of approximately 90 end-user computers (IT Support Specialist)
- Configuration and roll-out of Microsoft 365 Services (e.g., self-service password reset, Co-pilot) (Microsoft Solutions Engineer)
- Security updates for network hardware (Network Engineer)
- Development of new collaborative spaces using Microsoft SharePoint (Microsoft Solutions Engineer)

BUDGET IMPACT:

Funds are available in account 101-228-22800-801.000 / General Fund, Information Technology, Professional Services.

Attachment(s):
 Teksystems Contract
 Tabulation

**Third Party IT Talent
Bid Tabulation**

Bid Opening: 2026-04-14 11:00AM

<u>Bidder Name</u>	<u>IT Support</u>		<u>Microsoft</u>	<u>Full Stack</u>
	<u>Specialist</u>	<u>Network Engineer</u>	<u>Solutions Architect</u>	<u>Developer</u>
22nd Century Technologies, Inc.	\$ 39.00	\$ 78.00	\$ 117.00	\$ 91.00
Blue Chip Talent	\$ 48.00	\$ 75.00	\$ 115.00	\$ 89.00
California Creative Solutions, Inc.	\$ 73.00	\$ 77.00	\$ 93.00	\$ 81.00
Infojini Inc.	\$ 52.00	\$ 105.00	\$ 128.00	\$ 107.00
JSM Consulting Inc	\$ 75.00	\$ 85.00	\$ 125.00	\$ 100.00
Lancesoft, Inc	\$ 50.00	\$ 90.00	\$ 130.00	\$ 100.00
People Driven Technology	No bid	\$ 225.00	\$ 225.00	No bid
Prisa Consulting Services LLC	\$ 27.09	\$ 83.85	\$ 83.85	\$ 83.85
Rang Technologies Inc.	\$ 43.00	\$ 89.00	\$ 125.00	\$ 98.00
Rehmann	\$ 180.00	\$ 243.00	\$ 243.00	No bid
Techgene Solutions LLC	\$ 36.25	\$ 71.25	\$ 124.81	\$ 87.50
TechNix LLC	\$ 75.00	\$ 90.00	\$ 120.00	\$ 95.00
TEKsystems	\$ 70.00	\$ 110.00	\$ 130.00	\$ 100.00

April 14, 2026

THIRD PARTY IT TALENT

City of Wyoming

Shane Bovee
Account Executive – Government Services

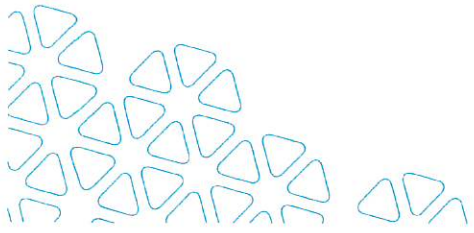
625 Kenmoor Ave.
Suite 311
Grand Rapids, MI 49546
P: 616.974.1929
M: 616.828.6086
sbovee@TEKsystems.com

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Exhibit B – Bid/Proposal Form

The completed and signed Bid/Proposal Form is included on the following pages.



BID/PROPOSAL FORM
THIRD PARTY IT TALENT

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

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

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

Is the bidder a:

YES

NO

Section 3 Certified Contractor?

If yes, DUNS #: _____

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

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

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

Is the bidder a:

YES

NO

Woman Owned Company?

Minority Owned Company?

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA): **TEKsystems, Inc.**

BID/PROPOSAL FORM, CONTINUED

Complete information for the titles listed below. Complete additional lines and/or attach additional pages as needed.

<u>Resource Title</u>		<u>Hourly Rate*</u>
IT Support Specialist		\$70.00
Network Engineer		\$110.00
Microsoft Solutions Architect		\$130.00
Full Stack Developer		\$100.00

*All hourly rates shown are not-to-exceed rates and represent the maximum billable rate for each role under this proposal. Actual billable rates may be lower based on specific resource qualifications and City requirements.

Bid/Proposal Form Continued

TEKsystems, Inc.

[Proponent's Complete Business Name]

N/A

[If Proponent is DBA Include Full Proponent DBA Here]


[Signature for proponent]

Shane Bovee, Account Executive

[Printed name and title of person signing]


[2nd signature for proponent]

Jason Jacques, Senior Contracts Manager

[Printed name and title of 2nd person signing]

Date signed: April 10, 2026

625 Kenmoor Avenue, Suite 311

[Proponent's street address]

616.974.1929

[Proponent's business phone]

Grand Rapids MI 49546

[City]

[State]

[Zip]

616.828.6086

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

sbovee@TEKsystems.com

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

S corporation formed in the state of Maryland

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

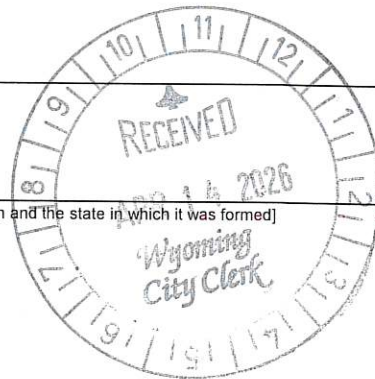
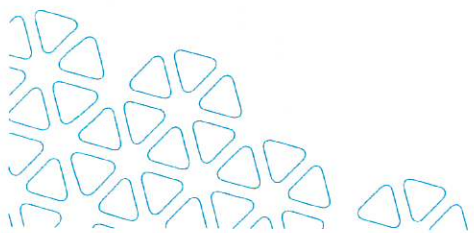


Exhibit A – Other Addenda

Cover letter, references, and conflict of interest statement are included on the following pages.



i) Cover Letter

April 14, 2026

Paul Gerndt, IV | Director of Information Technology
Wyoming City Clerk's Office, Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509-0905

Subject: Proposal to Provide Third Party IT Talent

Dear Mr. Gerndt:

Enclosed is TEKsystems' response to the City of Wyoming's ("City") RFP for Third Party IT Talent. For ease of evaluation, we have structured the proposal as requested in the RFP.

TEKsystems began in 1983 and is headquartered at 7437 Race Road, Hanover, Maryland 21076, with over 100 offices throughout North America, Europe, and Asia Pacific. This includes an office in Grand Rapids, less than 20 minutes from Wyoming City Hall. Account Executive Shane Bovee will serve as City's primary point of contact and is authorized to make representations on TEKsystems' behalf. His address and contact information are listed on our cover page and top right-hand corner of this letter. The proposal is also reviewed and co-signed by TEKsystems' Senior Contracts Manager to reflect review of the contractual terms and any proposed modifications included with this submission. Our bid remains valid for 365 days as required.

As outlined in the following proposal response, TEKsystems possesses the expertise and capability to excel in all areas City deems necessary for a successful business relationship:

- **Municipal-Ready, On-Site IT Talent for Short-Duration, Defined Engagements.** A proven approach for providing experienced, on-site IT consultants who meet the City of Wyoming's technical requirements, are accustomed to municipal environments, and can complete clearly defined projects with minimal ramp-up.
- **Microsoft 365 and Network Expertise Aligned to the City's Current Backlog.** Demonstrated experience delivering Microsoft 365, network, and end-user resources that directly map to the City's identified needs, including M365 administration, Teams and SharePoint configuration, wireless and network upgrades, and device refresh initiatives.
- **Staffing-Only Delivery Model That Preserves City Control and Cost Predictability.** A flexible, rate-card-based staffing model that supports City-managed projects by supplying qualified technical resources when requested, without imposing unnecessary project management overhead or changing pricing across the contract term.

TEKsystems appreciates the opportunity to participate in this RFP. Please feel free to contact me directly for any reason before or after your selection process. All required materials are enclosed as part of this submission and identified in the Table of Contents.

Regards,



Shane Bovee, Account Executive
P: 616.974.1929 | M: 616.828.6086
sbovee@TEKsystems.com



Jason Jacques, Senior Contracts Manager
P: 410.540.7004 | M: 410.499.1713
jjacques@TEKsystems.com

(ii) References

List of at least three current clients, one of which must be a government agency, who can verify the firm’s ability to provide the required scope of services.

The references below represent current customers who can verify our ability to provide the required scope of Third Party IT Talent services.

Michigan Department of Technology, Management & Budget (DTMB)	
Contact Name and Title	Thomas Crane, Director – Core Infrastructure Services (CIS)
Contact Phone	517.388.7817
Contact Email	CraneT2@michigan.gov

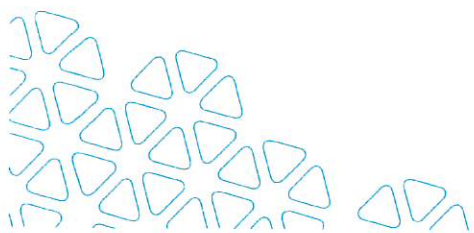
Michigan House of Representatives	
Contact Name and Title	Jeff Campbell-Crawley, Director – Information Systems
Contact Phone	517.373.8175
Contact Email	JCrawley@house.mi.gov

Facility for Rare Isotope Beams at Michigan State University	
Contact Name and Title	Clinton Jones, Business IT Department Manager
Contact Phone	517.908.7683
Contact Email	jonesc@frib.msu.edu

Varnum Law	
Contact Name and Title	Julie Long, Service Desk Manager and End-User Training
Contact Phone	616.450.8364
Contact Email	jalong@varnumlaw.com

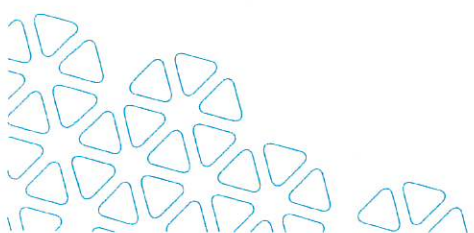
(iii) Conflict of Interest

We have reviewed the requirements of this solicitation and have no known conflicts of interest to disclose.



Contract Form

The completed and signed Contract Form is included on the following page.



CITY OF WYOMING

**THIRD PARTY IT TALENT
PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN**

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

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

Contractor means:

TEKsystems, Inc.
[Name of contracting entity]
A Maryland corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
7437 Race Road
[Contractor's street address]
Hanover, MD 21076
[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: April 20, 2026.

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

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

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

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

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

TERMS AND CONDITIONS

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

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

TEKsystems' proposed modifications for the City's review are included within our proposal response and as Appendix A.
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

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

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

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

City of Wyoming

Contractor: TEKsystems, Inc.

By: _____
John Shay, City Manager

By: Jason Jacques
[Signature officer, director, or principal of Contractor]
Jason Jacques, Senior Contracts Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: April 9, 2026

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

Proposal Requirements

Working Hours / After-Hours Acknowledgement

Standard hours: Mon–Thu, 7:00 a.m.–5:00 p.m. EST

Occasional after-hours work may be required

Hybrid only at City discretion

We acknowledge the City’s standard working hours, the potential need for occasional after-hours support, and that any hybrid work arrangements will be determined at the City’s discretion.

Background Checks & Secure Environment Eligibility

For Third Party IT Talent:

Contractors must pass background checks

Must be eligible for work in a secure public safety environment

We acknowledge and accept the requirement that all Third Party IT Talent must pass background checks and meet eligibility requirements for work in a secure public safety environment.

Business Entity Disclosure

Legal business name as registered with Michigan LARA

State of formation

Entity type (LLC, corporation, etc.)

DBA disclosure if applicable

Legal business name as registered with Michigan LARA: TEKsystems, Inc.

State of formation: Maryland

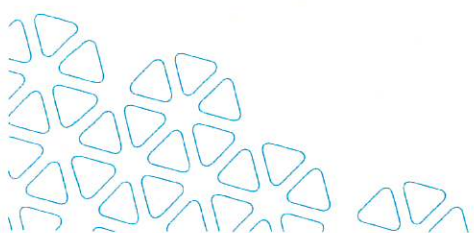
Entity type (LLC, corporation, etc.): Privately owned S corporation

DBA disclosure if applicable: Not applicable

Proposed Schedule

Include a proposed schedule for beginning and completing all Work in accordance with the plans and specifications. The schedule may propose specific dates or may be a timeline based on the date(s) of the contract award and notice to proceed. If the bid/proposal is only for the purchase of goods or equipment and does not include any Work, the delivery time must be provided as stated in 10.C above.

Because this contract is for as-needed staffing support rather than a defined project, no fixed project schedule or milestones are proposed. Upon contract execution and receipt of a City request for talent, we will begin sourcing and presenting qualified candidates in accordance with the City’s stated needs and timelines.



Proposed Terms and Conditions Modifications

Identify any part of the specifications, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified. If modifications are requested, the bid/proposal must include the proposed language for the requested modification.

TEKsystems has included proposed terms and conditions modifications for City's consideration below. In addition, we have provided the redlined terms and conditions for your reference as **Appendix A** to this response. Please note that we would like to discuss any revisions City deems unacceptable to come to a mutually beneficial resolution.

Within the City of Wyoming Third Party RFP PDF document, our proposed terms and contract modifications include (page numbers refer to those in Appendix A of this document):

- PAGE 4: Preceding CITY'S RESERVATION OF RIGHTS, TEKsystems requests to modify the definition of Work because the RFP alludes to a variety of services (outcome based, equipment, goods, warranties, etc.). However, in the Specific Requirements within the RFP document, it is clear that the RFP is for the provision of temporary IT resources on a time and material basis.
- PAGE 7: Item 8B, Payment to Contractor, TEKsystems requests that "Contractor will invoice the City on a weekly basis" be added to the end of that paragraph. TEKsystems would like to make clear the invoicing frequency (weekly).
- PAGE 7: Item 8, Payment to Contractor, TEKsystems requests to add as letter D conversion terms for taking TEKsystems recruited resources. The following language is requested to be added:
 - D. If at any time City wishes to hire any Contractor personnel who has not provided a minimum of twelve (12) months continuous service at City, and Contractor has accepted City's request; City will pay Contractor an amount equal to 25% of the Contractor personnel(s) first year salary with City.*
- PAGE 7: Item 8, Payment to Contractor, TEKsystems requests to add as letter E language confirming we are simply providing IT resources on a time and material basis. Acceptance should be tied to timecard approval as TEKsystems is not producing Deliverables and/or working off Milestones. The following language is requested to be added:
 - E. The approval of Contractor personnel(s) weekly timecard by an approved City representative shall constitute acceptance of the Work.*
- PAGES 9–10: Under the RISK ALLOCATION AND INSURANCE section, the following revisions and additions are requested, which TEKsystems believes is a fair allocation of risk for both parties: :
 - Item 1: Add "Limitation of Liability" to item title, to read "*I. Risk Allocation & Limitation of Liability.*"
 - Item 1A: Revise language to provision (iii) to read: "*(iii) for any injuries or property damage occurring as a result of Contractors negligent acts or omissions in furtherance of the Work provided under this Contract.*"
 - Item 1B: Revise language to read: "*Except to the extent that claims arise from Contractor's reasonable reliance on the instructions of the City or can be attributed to the negligence, willful misconduct, or violation of law by the City, 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 negligent acts or omissions in furtherance of the Work provided under 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 negligent acts or omissions in furtherance of the Work provided under this Contract.***

- TEKsystems requests to add Item 1D to read “D. (1) For purposes of this Contract, under no circumstances shall either party be liable to the other for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise.

(2) Contractor's total aggregate liability arising from this Contract shall be limited to the lesser of: (a) fees paid by City to Contractor for the previous twelve month period prior to the claim or (b) one million dollars (\$1,000,000).”

Subcontracting

Include the names, addresses, and other contact information for, and responsible contacts for each subcontractor or consultant the proponent will use for the Work. City reserves the right to approve or disapprove of all subcontractors and consultants.

TEKsystems maintains an extensive internal candidate network and does not anticipate the use of subcontractors to fulfill resource needs under this contract. Should the use of a subcontractor become necessary, City approval will be obtained in advance.

Key Personnel

If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list and information for key personnel of the proponent who will be involved in the Work.

The key personnel listed below represent the primary account and delivery contacts who will support this contract. These individuals are responsible for account coordination, sourcing activities, and administrative support related to the provision of Third Party IT Talent. Consultants who will perform the actual work will be identified and proposed upon the City's request for resources, based on the specific skills and experience required for each engagement.

Primary Account Contact

Shane Bovee, Account Executive – Government Services

Shane Bovee will serve as the City's primary point of contact for this contract. Shane has been with TEKsystems for more than nine years, working in Michigan for his whole tenure. He is responsible for overall account coordination, communication, and support related to sourcing and placement activities. Shane will coordinate recruiting and administrative resources to support the City's requests for staffing and serves as the escalation point for account-related matters.

Account Support

Jack Braman, Account Manager Elliott Mast, Account Manager

Account Managers Jack Braman and Elliott Mast provide additional account support, including coordination of staffing requests, communication with recruiting teams, and administrative follow-up.

Jack and Elliott have been with TEKsystems for four years and 11 years, respectively, in the Grand Rapids office. Both will support the day-to-day activities associated with fulfilling City requests for technical resources.

Industry and Technically Aligned Recruiters

Your account team leverages the expertise of our local and national recruiters to identify candidates who will excel in your technical environment. Our recruiters continuously build pipelines of qualified candidates tailored to meet your specific needs.

Operational Oversight

Donald Aikens, Director of Business Operations

Donald Aikens provides operational oversight of the Grand Rapids-based account team. Don has spent over 20 years with TEKsystems in the Grand Rapids market, including nearly five years in his current role, and has extensive experience working with our customers across the area. His role includes ensuring appropriate internal resources are available to support sourcing, compliance, and administrative requirements associated with this contract.

Executive Oversight

Craig Kapuscinski, Director – Government Services

Craig Kapuscinski provides executive-level oversight for government services accounts. He has supported the Grand Rapids market at TEKsystems for over 18 years. He serves as an escalation point as needed and ensures consistency with TEKsystems' public sector staffing practices.

Corporate Office Support

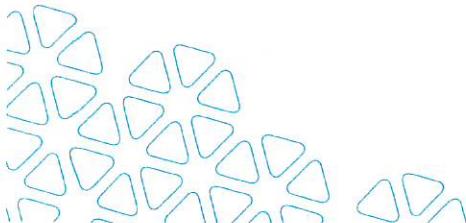
Account Executive Shane Bovee and your account team are supported by compliance, legal, contracts, human resources, and financial personnel at corporate. These personnel act as the primary liaisons regarding all accounting-related issues, like billing and timecard tracking, and contractual compliance. They will also provide payroll and benefits guidance to our consultants placed at City.

The account team personnel detailed above supports sourcing, coordination, and administrative activities only. Technical consultants assigned to perform work for City will operate under your direction and within City-defined scopes of work. This structure preserves City control over project planning, prioritization, and execution while providing access to qualified technical resources as needed.

Similar Projects

If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list of similar projects, services, or work the proponent has provided within the last 5 years including:

- A. The name(s) of the proponent's client(s) or customer(s),
- B. A description of the work performed,
- C. A description of the overall project,
- D. The date(s) the proponent performed the work, and
- E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.



Over the past five years, TEKsystems has supported more than 350 municipal and public sector entities nationwide. Due to the volume of similar engagements, a complete listing is not practical; therefore, the examples below represent a selection of recent Michigan-based customers and projects that are representative of the services proposed under this contract. Please note that names, positions, and contact information for each customer is available in the References section of this response on page 4.

Michigan Department of Technology, Management & Budget (DTMB)

TEKsystems is providing a co-managed service in support of Director of Core Infrastructure Services (CIS) Thomas Crane's Service Management Center. We have placed seven full-time staff augmentation resources (data center operators) and two partially allocated professional services resources (engagement manager, practice architect). One full-time staff augmentation resource on Thomas's Service Desk Support team is specifically allocated to Service Processing.

Each resource must pass a stringent background, drug, and CJIS check before they can be onboarded because they physically sit in the same building as the State of Michigan's primary data center.

Michigan House of Representatives

TEKsystems has placed four consultants in the following job roles:

- Application developer
- Security analyst
- System administrator
- Data entry specialist

Job functions include the following:

Application Development

- Assist in designing, developing, and maintaining web applications and APIs
- Implement features based on clear requirements and guidance from senior team members
- Write clean, readable, and maintainable code
- Fix bugs and address technical issues in existing applications

Security Analyst

- Monitor, detect, analyze, and respond to cybersecurity threats targeting House networks, endpoints, cloud services, and legislative applications.
- Triage alerts from security information and event management (SIEM), endpoint detection and response (EDR), email security, and network security tools.
- Lead or support incident response activities, including containment, eradication, recovery, and post-incident reporting.
- Maintain incident response playbooks aligned with government standards.

Systems Administrator

- Maintaining healthy network standards by monitoring server resources, daily backup processes, and routine cleanup. Keep abreast of product updates, security notices, and vendor recommendations.
- Configuring security services, including routers, switches, firewalls, virus scanners, and internet blocking services.
- Configuring and troubleshooting Windows, Linux, and vSphere operating systems.
- Administering Windows, Linux, and vSphere operating system security, user rights, file system access, passwords, login authentications, and login script maintenance.

Data Entry Specialist

- Support an ongoing inventory and asset tracking project.
- Accurately enters large volumes of equipment data—including serial numbers, purchasing information, and various document sets—into internal databases and a specialized web-based interface.

Facility for Rare Isotope Beams at Michigan State University

TEKsystems has successfully placed nine staff augmentation consultants with the following titles:

- Network engineer (3)
- Linux administrator (2)
- Windows engineer (1)
- SharePoint architect (1)
- Full-stack developer (1)
- Storage administrator (1)

All consultants were subject to and had to pass a TEKsystems background check in addition to a Michigan State / Department of Energy background check.

Varnum Law

TEKsystems has successfully placed five staff augmentation consultants with the following titles:

- Service desk analyst (4)
- GRC analyst (1)

All candidates must complete and pass a background check and Social Security number trace before beginning their assignment.

Additional examples of similar state and local government engagements can be provided upon request.

Experience and Capabilities

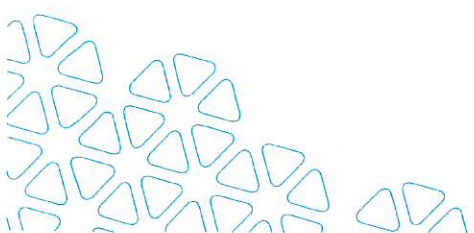
If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a detailed description of the proponent's experience, expertise, personnel, equipment, and other capabilities for performing the work as required by the specifications.

TEKsystems maintains a dedicated State and Local Government Services practice and has supported public sector customers for more than 40 years. Our experience includes providing business and technology consultants to state and local government entities with organizational structures, security requirements, and operational constraints similar to those of City.

Over the past three years, TEKsystems has placed more than 15,000 business and technology consultants across 43 state governments and has supported more than 350 public sector customers across state and local government entities. This work includes short-term, project-based staffing engagements as well as longer-term support efforts, delivered under customer-managed project structures.

TEKsystems supports all major segments of the public sector, including:

- **State government:** Supporting 43 of the 50 state governments, with local market office presence in state capitals and experience working within state agency governance, security, and compliance requirements.



- **Local government:** Providing IT staffing support to municipalities, counties, public hospitals, and school systems to support day-to-day operations and discrete technical projects.
- **Higher education:** Supporting public and private universities and affiliated entities with business and technology staffing needs.

This experience includes providing IT support specialists, network engineers, Microsoft 365 administrators and architects, and application developers for project-based public sector needs. Consultants are accustomed to working on-site in government facilities, supporting defined scopes of work, and operating within established policies and procedures similar to City's.

TEKsystems regularly supports government customers in secure environments and understands background check, access, and eligibility requirements applicable to public safety and other restricted facilities.

Staffing support is provided through an internal candidate network and coordinated by an account team with knowledge of the local labor market. Account personnel support sourcing and coordination activities, while consultants perform the requested technical work under City's direction. This approach preserves City control over project planning, prioritization, and execution.

Examples of state and local government initiatives supported by TEKsystems include:

- Health and Human Services initiatives involving secure system interfaces and application support across providers, hospitals, public health departments, and government agencies
- Data center consolidation and modernization efforts supporting infrastructure, hardware, and software environments
- Transportation-related technology initiatives supporting operational efficiency and system reliability
- Public safety initiatives requiring secure information sharing and compliance with interoperability and data protection standards
- Education initiatives supporting data systems, reporting, analytics, and accountability requirements

This experience positions TEKsystems to provide qualified IT consultants who meet the technical, security, and operational requirements outlined in City's specifications.

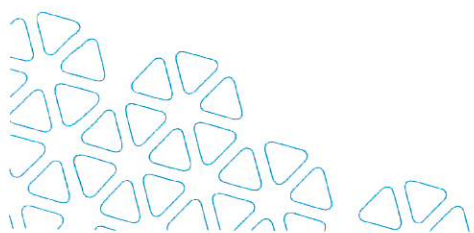
Authorized Proposal Contact

Identify and provide e-mail, telephone, and cell phone information for one or more of the proponent's personnel familiar with the bid/proposal and, if the bid/proposal includes Work (and not just for the purchase of goods or equipment), the proponent's work on similar endeavors who is authorized to speak for the proponent.

The following individuals are authorized to speak on behalf of TEKsystems and are familiar with this bid/proposal and the delivery of similar public sector staffing engagements, including those described in the Similar Projects section on pages 14–15.

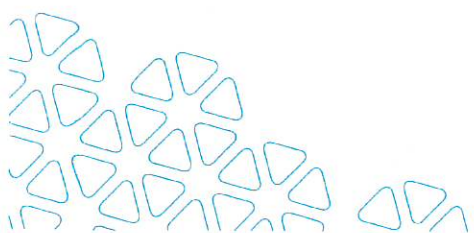
Shanee Bovee
Account Executive – Government Services
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Appendix A: Proposed Redlines to Terms and Conditions

TEKsystems' proposed redlined version of the City's standard terms and conditions is provided on the following pages. The redlines reflect the modifications summarized on pages 11–12 of this response.



("Work") shall mean Contractor's provision of temporary staffing services to City, which shall be performed under the technical direction and in an environment controlled by the City.

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

CITY'S RESERVATION OF RIGHTS

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

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

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

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

CONSIDERATION FACTORS

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

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

Commented [JJ1]: TEKsystems requests to modify the definition of Work because the RFP alludes to a variety of services (outcome based, equipment, goods, warranties, etc.). However, in the Specific Requirements within the RFP document, it is clear that the RFP is for the provision of temporary IT resources on an time and material basis.

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. If grant funds are withdrawn or cancelled for any reason this Contract is nullified.
 - A. If some or all of the funds for the Work come from the United States Department of Housing and Urban Development (HUD), the following apply:
 1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, <https://sam.gov/wage-determination/MI20250088/1>.
 2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.
 3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).
 - B. If the Request for Bids/Proposals indicates they are applicable, Contractor shall fully comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example and not for limitation, all employment, recordkeeping, purchasing, sourcing, and other compliance.
4. Qualifications. Contractor represents and promises that:
 - A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.
 - B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

- C. If the contract is for a HUD Community Development Block Grant (CDBG) or other federal and/or state funded project, neither Contractor nor any of its subcontractors on the HUD listing of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcg.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
- D. Neither Contractor nor any of its subcontractors is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
5. Nondiscrimination and Respect. City is committed to fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City, Accordingly:
- A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.
- B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.
- C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals speak English less than very well, Contractor must use language assistance services in communications.
- D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.
- E. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
- F. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
- G. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:
- A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the contract.
- B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.
- C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
8. Payment to Contractor.
 - A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).
 - B. Payments to Contractor will be made in accordance with the contract and specifications. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications. Contractor will invoice the City on a weekly basis.
 - 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.
 - D. If at any time City wishes to hire any Contractor personnel who has not provided a minimum of twelve (12) months continuous service at City, and Contractor has accepted City's request, City will pay Contractor an amount equal to 25% of the Contractor personnel(s) first year salary with City.
 - E. The approval of Contractor personnel(s) weekly timecard by an approved City representative shall constitute acceptance of the Work.
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

Commented [JJ2]: TEKsystems would like to make clear the invoicing frequency (weekly).

Commented [JJ3]: TEKsystems requests to insert conversion terms for taking TEKsystems recruited resources.

Commented [JJ4]: TEKsystems is simply providing IT resources on a time and material basis. Acceptance should be tied to timecard approval as TEKsystems is not producing Deliverables and/or working off Milestones.

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. 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 of 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. The contract is made in Kent County, Michigan.
- C. 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.
- D. Reference by office to any City officer includes that City officer's designee(s).

RISK ALLOCATION AND INSURANCE

1. Risk Allocation & Limitation of Liability.

- 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 Contractors.

negligent acts or omissions in furtherance of the Work provided under this Contract.

B. Except to the extent that claims arise from Contractor's reasonable reliance on the instructions of the City or can be attributed to the negligence, willful misconduct, or violation of law by the City, 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 negligent acts or omissions in furtherance of the Work provided under 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 negligent acts or omissions in furtherance of the Work provided under 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. (1) For purposes of this Contract, under no circumstances shall either party be liable to the other for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise.

(2) Contractor's total aggregate liability arising from this Contract shall be limited to the lesser of: (a) fees paid by City to Contractor for the previous twelve month period prior to the claim or (b) one million dollars (\$1,000,000).

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2. Insurance.

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (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.
AUTOMOBILE LIABILITY INSURANCE	
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.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
	<p>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.</p> <p>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.</p>
OWNERS CONTRACTORS PROTECTIVE	
<p>Coverage is required if the amount stated below is more than \$0.</p> <p>Amount required \$_____.</p>	<p>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.</p>
ENVIRONMENTAL/POLLUTION LIABILITY	
<p>Coverage is required if the amount stated below is more than \$0.</p> <p>Amount required \$_____.</p>	<p>Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.</p> <p>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.</p> <p>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.</p>
BUILDERS RISK PROPERTY INSURANCE	
<p>Coverage is required if checked "yes."</p> <p>Yes_____ No_____</p> <p>Amount required: Full Contract Amount.</p>	<p>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.</p>

- B. Policy(ies), as described above which require City or any of City's personnel to be named or additional insureds, shall be endorsed to state the following: "30 days advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent to: City of Wyoming, Purchasing Department, 1155 - 28th Street SW, Wyoming, WY 82002-0905." Upon the City's request, Contractor will provide to the City's Purchasing Department copies of all certificates of insurance, policies, and endorsements.
- C. Upon the City's request, Contractor must prove that all subcontractors performing Work have the same types and amounts of coverage required of Contractor or that subcontractors are included under Contractor's policy.
- D. All insurance providers shall be rated "A" rated or better by the A.M. Best Company.
- E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

BONDS AND LIENS

1. Bid Bond.
 - A. A bid bond is **not required** for this project.
2. 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.
3. 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.
4. 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.
5. 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.

ORDINANCE NO. 8-26

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF THE CITY OF WYOMING BY ADDING SUBSECTION (151) TO REZONE 1957 BEVERLY AVENUE SW FROM I-1 LIGHT INDUSTRIAL DISTRICT TO I-2 GENERAL INDUSTRIAL 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 (151) to read as follows:

- (151) (a) To rezone the following described property at 1957 Beverly Ave SW (parcel number 41-17-10-226-003) from I-1 Light Industrial District to I-2 General Industrial District:

PART OF NE 1/4 COM 33 FT S & 168.57 FT W FROM NE COR OF SEC TH S 42D 54M W 1057.61 FT TH S 48D 34M W 244.46 FT TH N 60D 04M W 314.40 FT TH S 55D 25M 30S W 70.58 FT TO NELY LINE OF C&O RR R/W /100 FT WIDE/ TH NWLY ALONG NLY LINE OF SD RR R/W TO A PT 759.0 FT N 89D 50M E ALONG N SEC LINE & 569.72 FT S 2D 55M E FROM N 1/4 COR TH S 66D 01M 29S E 302.57 FT TH S 64D 54M 15S E 122.20 FT TH SELY 230.59 FT ALONG A 355 FT RAD CURVE TO LT /LONG CHORD BEARS S 83 30M 45S E 226.56 FT/ TH N 32D 56M 37S W 145.87 FT TH N 32D 56M 47S W 50.92 FT TH NELY 92.11 FT ALONG A 548.70 FT RAD CURVE TO LT /LONG CHORD BEARS N 63D 38M 50S E 92.0 FT/ TH N 2D 19M 27S E 77.63 FT TH N 34D 49M W 208.0 FT TH N 55D 11M E 498.72 FT TO A PT 759.0 FT N 89D 50M E ALONG N SEC LINE & 33.0 FT S 2D 55M E & 908.66 FT N 89D 50M E FROM N 1/4 COR TH N 89D 50M E TO BEG * SEC 10 T6N R12W 14.13 A.

Section 2. That this ordinance shall take effect on _____, 2026.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 8-26

CITY OF WYOMING

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

March 24, 2026

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for a rezoning from I-1 Light Industrial District to I-2 General Industrial District at 1957 Beverly Avenue SW (Section 10) (Leedy Manufacturing Company LLC, 1957 Beverly LLC).

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 March 17, 2026. At the meeting, staff recommended approval of the rezoning request, and a motion was made by Zapata, supported by Lamer, 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 parcel is 12.93 acres and currently zoned I-1, which permits restricted industrial activities. The applicant proposes to relocate their metal fabrication business to Wyoming and redevelop the property at 1957 Beverly Avenue SW. The site is located in a historically industrial area of Wyoming and adjacent to existing I-2 industrial zoned property along Beverly Avenue and Burlingame Avenue.

An existing 180,000 sq. ft. building is on the site, which has been vacant for the past three years. The large building has limited potential for a single user under I-1 zoning restrictions, and the allowance of expanded industrial activities can facilitate redevelopment.

The I-2 District would permit uses that are compatible with adjacent industrial uses and appropriate for the site. Nearby industrial properties have similar sized buildings, and all manufacturing activities will be conducted within the building. Continued industrial activity through redevelopment aligns with the future land use for this site. This parcel meets minimum lot area and width requirements in the I-2 General Industrial District.

The representative of the applicant spoke briefly about the desire to relocate Leedy Manufacturing to Wyoming and operate at the site. No members of the public offered comment.

If approved for the proposed rezoning request, the property owner would need to submit for formal site plan review prior to any new development occurring at the site. A copy of the proposed rezoning survey is attached to this letter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Joel', followed by a long horizontal line extending to the right.

Joel Klaassen, Acting Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager

APPLICATION FOR DEVELOPMENT PLAN REVIEW

Proposed Request

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

Site and Project Information

Project Name: Rezoning of 1957 Beverly Ave. SW

Site Address(es): 1957 Beverly Ave. SW, Wyoming, MI 49519

Parcel Number(s): 41-17-10-226-003

Total Site Area: 13.69 acres Existing Bldg. Coverage: 180,529sf Proposed Bldg. Coverage: N/A

Current Use of Site/Building: Vacant, Industrial

Proposed Use of Site/Building: Industrial - metal fabrication and machining

Current Zoning District: I-1 Proposed Zoning District: I-2

Proposed Number of Units: 1 Proposed Number of Total Parking Spaces: N/A

Estimated Project Cost: \$5,000,000.00 Projected Number of Jobs Created: 58 jobs transferring to Wyoming; 6 new jobs created in next 2 years.

Mandatory Pre-Application Meeting Date Completed on: January 22, 2026

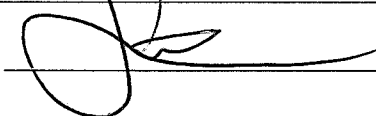
Waiver(s) Requested: Yes No

Applicant and Preparer of Development Plan

Applicant: <u>Leedy Manufacturing Company LLC</u>	Preparer/Firm: <u>Jon Andersh, Miller Johnson</u>
Address: <u>210 Hall Street SW</u>	Address: <u>45 Ottawa Ave SW, Ste. 1100</u>
<u>Grand Rapids, MI 49507</u>	<u>Grand Rapids, MI 49503</u>
Email: <u>STraynor@leedymfg.com</u>	Email: <u>andershj@millerjohnson.com</u>
Phone: <u>616.245.0517 x1016</u>	Phone: <u>616.831.1979</u>

Property Owner

Name: <u>1957 Beverly, LLC</u>	Address: <u>210 Hall Street SW</u>
Phone: <u>616.245.0517 x1016</u>	<u>Grand Rapids, MI 49507</u>

Signature: 

**PROJECT NARRATIVE IN SUPPORT OF
REQUEST TO REZONE 1957 BEVERLY AVE. SW**

February 11, 2026

Introduction

Leedy Manufacturing Company LLC (“Leedy”) seeks to rezone an approximately 13.69-acre parcel of land at the corner of Burton Street SW and Beverly Avenue SW from I-1 Light Industrial District to I-2 General Industrial District. The property, commonly referred to as 1957 Beverly Avenue SW (the “Property”), is outlined in red on Figure 1. The Property has approximately 1,300 feet of road frontage along Beverly Avenue SW and an average depth of more than 500 feet. The ALTA/NSPS Land Title Survey enclosed with this application, which is intended to serve as the Sketch Plan required for a rezoning application, shows the current improvements on the Property and all easements and rights of way affecting the Property.



Figure 1: Aerial Image of Property (Kent County GIS)

1957 Beverly, LLC, the owner of the Property, acquired the Property in early 2026 with the intent of redeveloping the Property for occupancy by Leedy. Originally founded in 1947, Leedy specializes in production machining, fabrication, and assembly of metal products and mechanical assemblies. Leedy now operates one of the most complete production facilities in the midwestern United States and has invested in state-of-the-art equipment and methods. As Leedy continues to grow, the company is pursuing a larger and updated facility to meet its needs. The property owner and Leedy will work together to revitalize the Property, and this application for rezoning is the first step in a process that will later involve detailed site plan approval after the zoning classification is established.

Application of Factors for Consideration of Requests for Rezoning

The following narrative discusses the factors provided in Section 90-516(6) of the City’s Zoning Ordinance, which will be applied to consideration of this request for rezoning:

(c) Whether existing or planned public infrastructure and services are sufficient to serve possible uses and development of the property after it is rezoned.

The Property is currently served by public services and utilities, which are sufficient to serve the industrial uses permitted in the I-2 General Industrial District.

(d) Whether the property can be used as currently zoned.

While the Property may technically be used for limited industrial purposes as currently zoned, the Property's I-1 Light Industrial District zoning limits the number of potential uses given the Property's 13.69-acre size and the scale of the existing 180,000-square-foot building. A parcel and building of this size are not well-suited for the limited manufacturing uses permitted within the I-1 district. The short list of permitted manufacturing uses limits the number of potential companies that can occupy or invest in redevelopment of this site. The scope of the Property calls for more involved manufacturing uses like those permitted in the I-2 General Industrial District, and for the Property to be consistent with the other larger parcels located in the surrounding I-2 district. The Property has sat vacant since February of 2024, further demonstrating that the Property's current zoning designation has limited the potential for a company to re-occupy and invest in this site.

(e) Whether all uses that could be made of the property if rezoned as requested are appropriate at the location of the property.

The list of uses permitted by right and the special land uses for the proposed I-2 General Industrial District are appropriate for the Property. Many of the permitted uses are typical uses found in the adjacent industrial area along Beverly Avenue SW and Burlingame Avenue SW – as well as the nearby industrial corridor along Chicago Drive SW. The Property's overall size and ability to accommodate parking needs, loading spaces and internal traffic circulation on-site demonstrates that the uses permitted in the I-2 district are appropriate for the Property.

Sketch Plan Waiver Requests

Enclosed with Leedy's application is an ALTA/NSPS Land Title survey showing existing conditions at the Property as of November 20, 2025. The ALTA/NSPS Land Title survey is intended to serve as the required Sketch Plan. Table A, attached to this narrative, explains the reasoning for the requested waivers from certain Sketch Plan requirements.

Conclusion

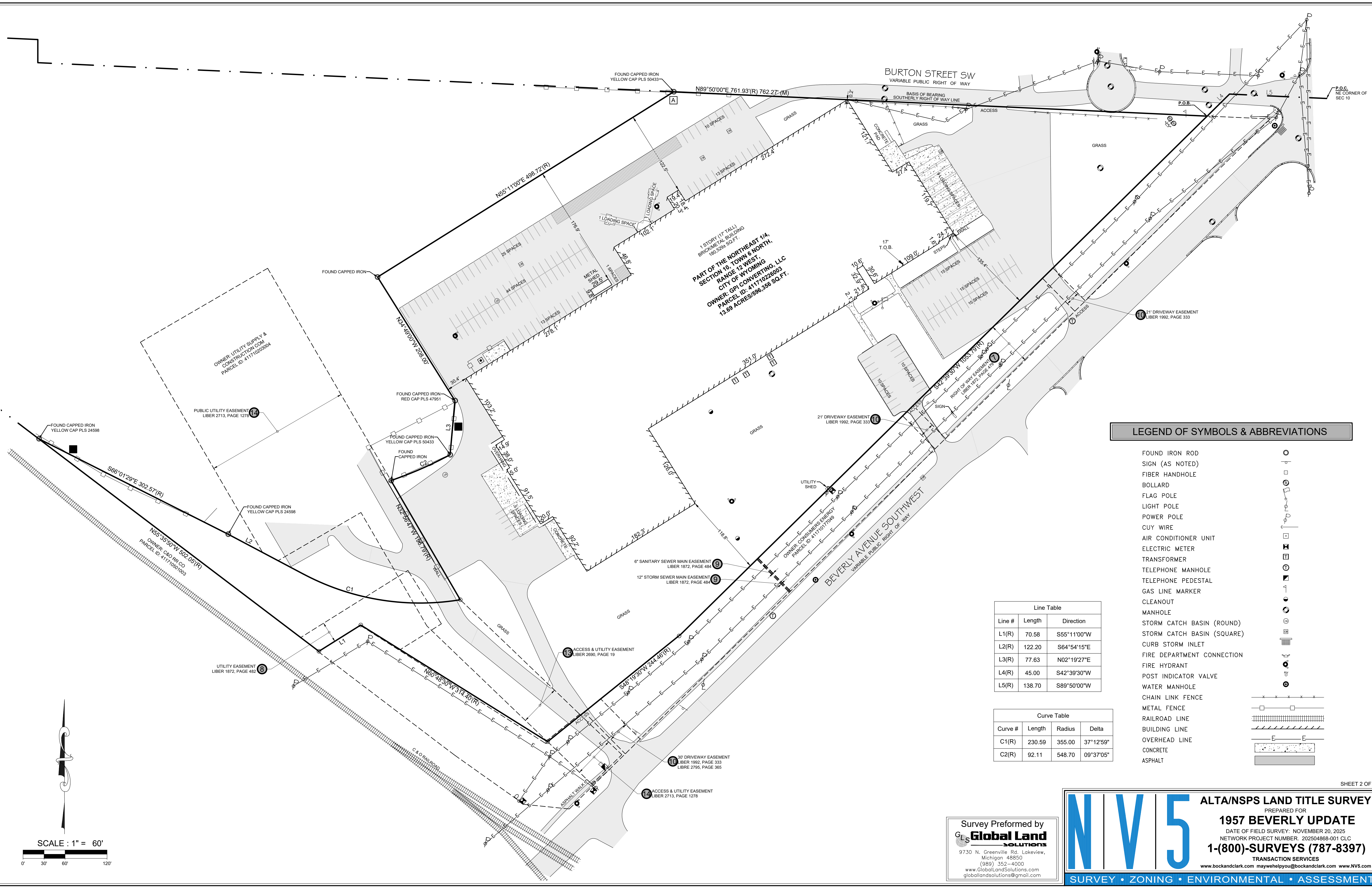
Leedy respectfully requests that the Planning Commission recommend that the Property be rezoned from I-1 Light Industrial District to I-2 General Industrial District based on the policies and recommendations of the City's Master Plan and the Property's suitability for redevelopment as a manufacturing facility specializing in machining and fabrication of metal products.

TABLE A

REQUESTED WAIVERS FROM CITY OF WYOMING DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS – SKETCH PLAN				
	Required Plan Data	Sketch Plan	Waiver Requested	Rationale for Requested Waiver
C. Site Data (<i>applicable data fields only</i>)				
C6	Location of existing drainage courses, floodplains, lakes and streams, wetlands with elevations, and woodlands	REQ	Yes	Property is not located within a floodplain and does not feature streams, wetlands, and woodlands. Infrastructure related to drainage and elevations will be provided with the full Site Plan for redevelopment of the property after consideration of the rezoning.
D. Access and Circulation (<i>applicable data fields only</i>)				
D8	Calculations for required number of parking and loading spaces	REQ	Yes	Property currently has 171 parking spaces and 14 loading spaces. Calculations with respect to updated requirements will be prepared with the full Site Plan for redevelopment of the property after consideration of the rezoning.
D10	Designation of fire lanes	REQ	Yes	Internal circulation and designation of fire lanes at the Property will be designed and considered with the full Site Plan for redevelopment of the property after consideration of the rezoning.
D11	Truck circulation plan showing turning templates for delivery trucks and emergency vehicles	REQ	Yes	Internal truck circulation and emergency vehicle access points the Property will be designed and considered with the full Site Plan for redevelopment of the property after consideration of the rezoning.

G. Information Concerning Existing and Proposed Utilities, Drainage, and Related Issues <i>(applicable data fields only)</i>				
G4	Indication of site grading, drainage patterns and other storm water management	REQ	Yes	A site grading plan and drainage plan will be prepared and submitted with the full Site Plan for redevelopment of the property after consideration of the rezoning.
H. Additional Info Required for Residential Development <i>(applicable data fields only)</i>				
H1	The number and location of each type of residential unit	REQ	Yes	The requested zoning district is an industrial district, and there is no plan to redevelop this property for residential use. Accordingly, this item does not apply.
H2	Density calculations by type of residential unit (dwelling units per acre)	REQ	Yes	The requested zoning district is an industrial district, and there is no plan to redevelop this property for residential use. Accordingly, this item does not apply.
H3	Garage or carport locations and details, if proposed	REQ	Yes	The requested zoning district is an industrial district, and there is no plan to redevelop this property for residential use. Accordingly, this item does not apply.
H5	Location, dimensions, and elevations of common building(s), if applicable	REQ	Yes	The requested zoning district is an industrial district, and there is no plan to redevelop this property for residential use. Accordingly, this item does not apply.

C:\Users\jbock\OneDrive\Desktop\2025 Projects\2454\1\000-Data\250424 - 20250424 1527 Beverly Update Project.dwg - 20250424 1527 Beverly Update Project.dwg 12/22/2025 1:53 PM



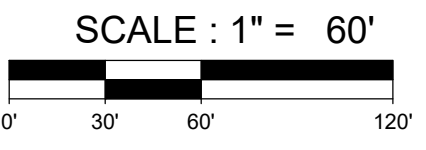
1 STORY (17 TALL)
BRICK/METAL BUILDING
168,528 SQ.FT.
PART OF THE NORTHEAST 1/4,
SECTION 10, TOWN 8 NORTH,
RANGE 12 WEST,
CITY OF WYOMING, LLC
OWNER: GPI CONVERTING, LLC
PARCEL ID: 411710226003
13.69 ACRES/696,356 SQ.FT.

LEGEND OF SYMBOLS & ABBREVIATIONS

- FOUND IRON ROD
- SIGN (AS NOTED)
- FIBER HANDHOLE
- BOLLARD
- FLAG POLE
- LIGHT POLE
- POWER POLE
- CUY WIRE
- AIR CONDITIONER UNIT
- ELECTRIC METER
- TRANSFORMER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- GAS LINE MARKER
- CLEANOUT
- MANHOLE
- STORM CATCH BASIN (ROUND)
- STORM CATCH BASIN (SQUARE)
- CURB STORM INLET
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- POST INDICATOR VALVE
- WATER MANHOLE
- CHAIN LINK FENCE
- METAL FENCE
- RAILROAD LINE
- BUILDING LINE
- OVERHEAD LINE
- CONCRETE
- ASPHALT

Line Table		
Line #	Length	Direction
L1(R)	70.58	S55°11'00"W
L2(R)	122.20	S64°54'15"E
L3(R)	77.63	N02°19'27"E
L4(R)	45.00	S42°39'30"W
L5(R)	138.70	S89°50'00"W

Curve Table			
Curve #	Length	Radius	Delta
C1(R)	230.59	355.00	37°12'59"
C2(R)	92.11	548.70	09°37'05"



Survey Performed by
Global Land Solutions
9730 N. Greenville Rd., Lakeview,
Michigan 48850
(989) 352-4000
www.GlobalLandSolutions.com
globallandsolutions@gmail.com

NV5 ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
1957 BEVERLY UPDATE
DATE OF FIELD SURVEY: NOVEMBER 20, 2025
NETWORK PROJECT NUMBER: 202504868-001 CLC
1-(800)-SURVEYS (787-8397)
TRANSACTION SERVICES
www.bockandclark.com maywehelpyou@bocandclark.com www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 1

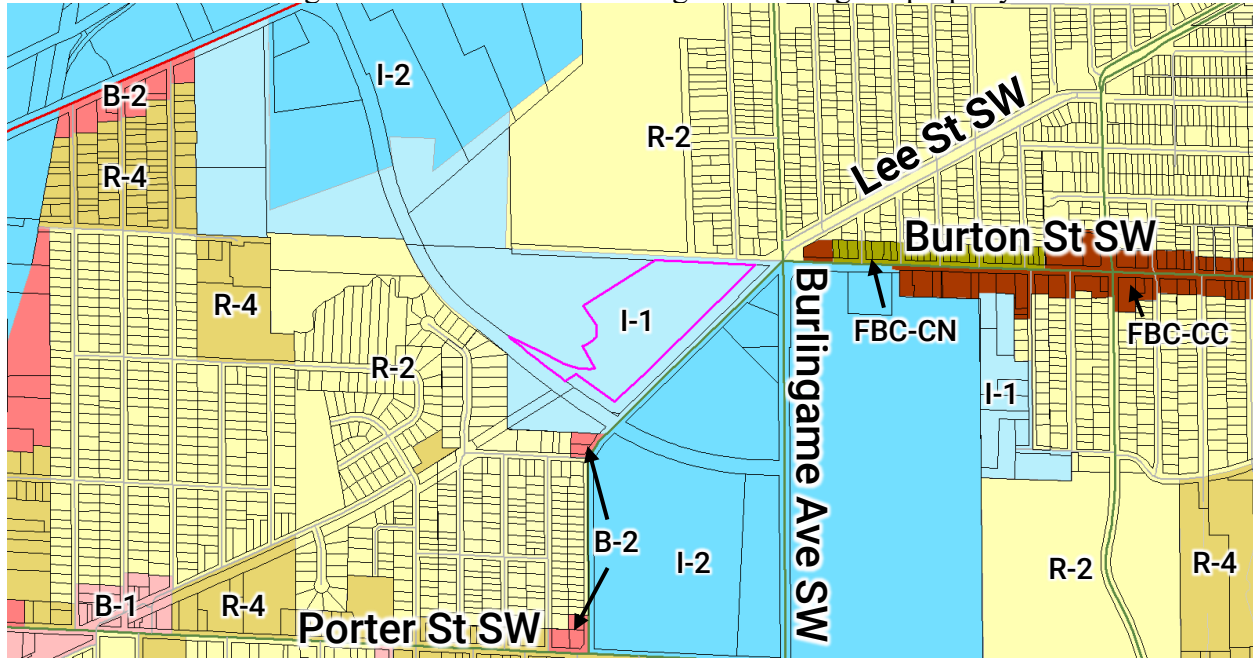
DATE DISTRIBUTED: March 10, 2026
PLANNING COMMISSION DATE: March 17, 2026
ACTION REQUESTED: Request for Rezoning from I-1 Light Industrial District to I-2 General Industrial District
REQUESTED BY: Leedy Manufacturing Company LLC, 1957 Beverly LLC
REPORT PREPARED BY: Colton Hyble, Planner I

GENERAL LOCATION DESCRIPTION:

The property is located at 1957 Beverly Avenue SW. The property is approximately 12.93 acres and is located along Beverly Avenue SW, southwest of the intersection of Burton Street SW and Burlingame Avenue SW.

EXISTING ZONING CHARACTERISTICS:

The site is zoned I-1 Light Industrial District. Zoning surrounding the property follows:



North: R-2 Residential District, I-2 General Industrial District
South: I-1 Light Industrial District, I-2 General Industrial District, B-2 General Business District, R-2 Residential District
East: I-2 General Industrial District, Form Based Code: Corridor Center, Corridor Neighborhood, I-1 Light Industrial District, R-4 Residential District
West: I-1 Light Industrial District, R-2 Residential District, R-4 Residential District, B-2 General Business District

EXISTING LAND USE:

The site currently has one building within the 12.93 acre parcel. Uses surrounding the sites are the following:



North: Residential – Single Family, Battjes Park, Industrial – Wholesaling, Supply Store, Contracting, Manufacturing

South: Industrial – Packaging, Waste Management, Distribution, Truck Transport, Residential – Single Family

East: Industrial – Truck Repair, Supply Store, Manufacturing, Public – Fire Station #1, Commercial – Professional Services, Financial Institution, Bakery, Restaurant, Florist, Gas Station, Automotive Repair

West: Industrial – Contractor, Storage, Manufacturing, Residential – Single Family, Multi-Family

PROJECT INFORMATION:

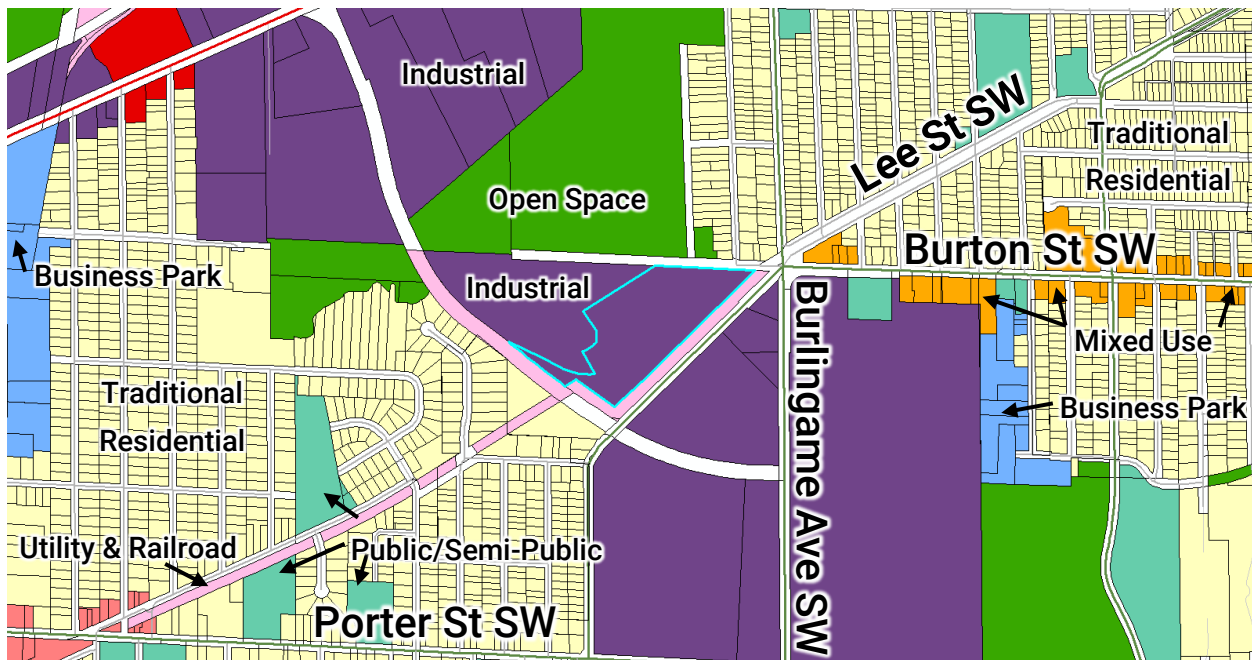
The applicant is proposing to rezone the property at 1957 Beverly Avenue SW to I-2 General Industrial District. The parcel is adjacent to existing I-2 zoned parcels to the west and south along Beverly Avenue SW and Burlingame Avenue SW. There are established I-2 parcels along Chicago Drive SW to the northwest of the proposed rezoning. The applicant intends to redevelop the site to allow for fabrication and machining activities allowed within the I-2 General Industrial District.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

(a) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Industrial. This designation includes uses involving manufacturing, processing, storage, and distribution. The master plan calls for these uses to be clustered near established freight corridors and properly buffered to limit the impact on adjacent uses. The proposed rezoning allows for the redevelopment of a vacant industrial facility within an established industrial district. Redevelopment of this site allows for continued industrial activity that will meet all applicable buffer and screening requirements.



(b) *Compatibility of the allowed uses with existing and future land uses;*

Both the existing and future land uses agree with the continued industrial use of this site. With the proposed rezoning, the property would be able to support redevelopment and future industrial uses proposed by the applicant. The rezoning would also allow for the continuation of existing permitted uses under I-1. The I-2 General Industrial District aligns with the Industrial future land use designation in this existing industrial corridor of the City.

(c) *Capability of the property to be served by public services;*

The property is currently served by public services and utilities.

(d) *Ability of the property to be used as currently zoned; and*

The parcel is currently zoned I-1, which allows for limited industrial activities. The site currently has an approximately 180,000 sq. ft. building on the 12.93 acre site, which has limited potential under I-1 zoning restrictions. A single user is likely unable to utilize the space effectively, and multiple users inhabiting a site of this size can create traffic challenges. The site has been vacant for the past three years, which demonstrates some of the challenges to use the property as currently zoned. A single industrial user can utilize the entire site with expanded industrial activities permitted, which allows for redevelopment to occur at the same time.

(e) *Appropriateness of all uses allowed within the proposed district at the property location.*

Allowable activities within the I-2 General Industrial District are suitable for this site when considering the nature of manufacturing activities and adjacent I-2 uses. Within the I-2 District, all manufacturing activities must be conducted within an enclosed building, which the site has the ability meet. Other uses similar in building size and acreage of the proposed site are located nearby along Beverly Avenue SW, Burlingame Avenue SW, and Chicago Drive SW.

STAFF COMMENTS

(A) *Dimensional Standards*

1957 Beverly Avenue SW exceeds all development standards for the I-2 General Industrial District, which includes a minimum lot area of 1 acre and minimum lot width of 100 feet.

(B) *Location*

The parcel is located along Beverly Avenue SW, less than one mile from interstate I-196 to the northwest. Nearby uses include other established industrial activities and railroad property. The City's Public Works Department plans to alter the nearby intersection of Burton Street, Beverly Avenue, and Burlingame Avenue in the summer of 2026. This intersection currently features traffic connecting from six different roads, which will be reduced. These changes will help to separate the industrial traffic from nearby residential traffic along Burton Street SW.

(C) *Process*

The Planning Commission is only considering the rezoning of this parcel. The rezoning will receive two readings at City Council.

- March 17 – Planning Commission considers rezoning request.
- April 6 – City Council hears the first reading of the rezoning request.
- May 4 – 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.

The proposed rezoning advances economic strength through the redevelopment of a vacant industrial site. Wyoming's industrial sector is characterized by low vacancies and high demand, and this project could bring a substantial investment and jobs to Wyoming if rezoned to I-2 General Industrial District.

PLANNING COMMISSION ACTION:

The Development Review Team recommends the Planning Commission grant the I-2 rezoning request at 1957 Beverly Avenue SW and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:

Nicole Hofert, Deputy City Manager

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kip Snyder, Director of Public Safety

Joel Klaassen, Acting Director of Community and Economic Development

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

PLANNING COMMISSION
MEETING MINUTES OF MARCH 17, 2026
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Gilreath-Watts, Lamer, LaPlaca Micele, Randall, Zapata

MEMBERS ABSENT: Hall, Smart, Weller

STAFF PRESENT: Hofert, Deputy City Manager
Klaassen, Acting 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 Gilreath-Watts to excuse commissioners Hall, Smart, and Weller.

APPROVAL OF MINUTES

The minutes of February 17, 2026 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 hearing was closed.

AGENDA ITEM NO. 1

Request for a rezoning from I-1 Light Industrial District to I-2 General Industrial District at 1957 Beverly Ave SW (Section 10) (Leedy Manufacturing Company LLC, 1957 Beverly LLC).

Hyble explained that the site is zoned I-1 Light Industrial District and outlined the various uses of the surrounding land.

Hyble said that the applicant is proposing to rezone the property at 1957 Beverly Avenue SW to I-2 General Industrial District. The parcel is adjacent to existing I-2 zoned parcels to the west and south along Beverly Avenue SW and Burlingame Avenue SW. There are established I-2 parcels along Chicago Drive SW to the northwest of the proposed rezoning. The applicant intends to redevelop the site to allow for fabrication and machining activities allowed within the I-2 General Industrial District.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

(a) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Industrial. This designation includes uses involving manufacturing, processing, storage, and distribution. The master plan calls for these uses to be clustered near established freight corridors and properly buffered to limit the impact on adjacent uses. The proposed rezoning allows for the redevelopment of a vacant industrial facility within an established industrial district. Redevelopment of this site allows for continued industrial activity that will meet all applicable buffer and screening requirements.

(b) *Compatibility of the allowed uses with existing and future land uses;*

Both the existing and future land uses agree with the continued industrial use of this site. With the proposed rezoning, the property would be able to support redevelopment and future industrial uses proposed by the applicant. The rezoning would also allow for the continuation of existing permitted uses under I-1. The I-2 General Industrial District aligns with the Industrial future land use designation in this existing industrial corridor of the City.

(c) *Capability of the property to be served by public services;*

The property is currently served by public services and utilities.

(d) *Ability of the property to be used as currently zoned; and*

The parcel is currently zoned I-1, which allows for limited industrial activities. The site currently has an approximately 180,000 sq. ft. building on the 12.93 acre site, which has limited potential under I-1 zoning restrictions. A single user is likely unable to utilize the space effectively, and multiple users inhabiting a site of this size can create traffic challenges. The site has been vacant for the past three years, which demonstrates some of the challenges to use the property as currently zoned. A single industrial user can utilize the entire site with expanded industrial activities permitted, which allows for redevelopment to occur at the same time.

- (e) *Appropriateness of all uses allowed within the proposed district at the property location.* Allowable activities within the I-2 General Industrial District are suitable for this site when considering the nature of manufacturing activities and adjacent I-2 uses. Within the I-2 District, all manufacturing activities must be conducted within an enclosed building, which the site has the ability meet. Other uses similar in building size and acreage of the proposed site are located nearby along Beverly Avenue SW, Burlingame Avenue SW, and Chicago Drive SW.

STAFF COMMENTS

- (a) *Dimensional Standards*
1957 Beverly Avenue SW exceeds all development standards for the I-2 General Industrial District, which includes a minimum lot area of 1 acre and minimum lot width of 100 feet.
- (b) *Location*
The parcel is located along Beverly Avenue SW, less than one mile from interstate I-196 to the northwest. Nearby uses include other established industrial activities and railroad property. The City's Public Works Department plans to alter the nearby intersection of Burton Street, Beverly Avenue, and Burlingame Avenue in the summer of 2026. This intersection currently features traffic connecting from six different roads, which will be reduced. These changes will help to separate the industrial traffic from nearby residential traffic along Burton Street SW.
- (c) *Process*
The Planning Commission is only considering the rezoning of this parcel. The rezoning will receive two readings at City Council.
- March 17 – Planning Commission considers rezoning request.
 - April 6 – City Council hears the first reading of the rezoning request.
 - May 4 – City Council hears the second reading of the rezoning request.

Hyble said that the Development Review Team recommends the Planning Commission grant the rezoning request 1957 Beverly Avenue SW and recommend the same to City Council.

Micele opened the public hearing at 7:08 PM. There was no public comment and the hearing was closed.

Jon Andersh, 45 Ottawa Ave SW, attorney with Miller Johnson representing the applicant spoke to commissioners and said that Leedy Manufacturing desires to relocate from Grand Rapids to Wyoming at this property. Andersh said to redevelop the property and utilize the building for metal fabrication, the first step is to rezone the property.

A motion was made by Zapata, supported by Lamer to grant the rezoning request at 1957 Beverly Avenue SW and recommend the same to City Council.

LaPlaca asked for clarification on the scope of review and recommendation for this agenda item.

Hyble responded that it was a recommendation to City Council for the rezoning. He added that if approved, the applicant would return for site plan review at a later time.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request for a special land use for trucks exceeding 5,500 pounds in vehicle weight and truck trailer sales and display, rental and repair at 3529 Lousma Dr SE (Section 18) (Mike McInerney, Kemal Hamulic).

Hyble explained that the site is zoned I-1 Light Industrial District and outlined the various uses of the surrounding land.

Hyble said that the applicant is proposing to utilize the existing 10,122 sq. ft. building at 3529 Lousma Drive SE to operate a light-duty fleet maintenance facility. No building construction, demolition, or major alterations to the site are proposed. The applicant's proposed use includes oil changes, brake service, and similar minor mechanical repairs for delivery vans. No heavy-duty semi-trucks are proposed to be repaired, and any large mechanical work will take place at a different location. Within this commercial condominium, parking is shared between the proposed building at 3529 Lousma Drive SE (unit 3) and the building to the north (unit 2). Automotive repair for vehicles larger than 5,500 pounds requires special use approval in the I-1 Light Industrial District.

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 surrounded by industrial uses in every direction and located within an existing industrial corridor of the City. Delivery van maintenance is a typical industrial use and considerably less intense than previous uses of this building, which consisted of semi-truck repair. All repair activities will be conducted within the building, and this use is not expected to adversely affect neighboring property.

(b) The consistency with the spirit, purpose and intent of this chapter.

This use aligns with the intention of the zoning code to facilitate proper land use and bring valuable services to the City of Wyoming.

ORDINANCE NO. 9-26

ORDINANCE REQUEST TO AMEND ZONING CODE SECTIONS 90-201 "DEFINITIONS A", 90-219 "DEFINITIONS S", 90-220 "DEFINITIONS T", 90-320 "AUTOMOBILE SERVICE STATIONS AND PUBLIC GARAGES", 90-407B "PRINCIPAL PERMITTED USES", 90-408B "PERMITTED USES AFTER SPECIAL APPROVAL", 90-425B "PERMITTED USES AFTER SPECIAL APPROVAL", 90-430B "PRINCIPAL PERMITTED USES", 90-431B "PERMITTED USES AFTER SPECIAL APPROVAL", 90-508 "REQUIREMENTS FOR PERMITTED USES AFTER SPECIAL APPROVAL"

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 2, Section 90-201 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Section 90-201. - Definitions "A".

Accessible: A term used to describe a parcel of land that has frontage on, and vehicular access to, an improved public road or an improved private road that has been approved by the city.

Access management: A technique to improve traffic operations along a major roadway and decrease the potential for accidents through the control of driveway locations and design; consideration of the relationship of traffic activity for properties adjacent to, and across from, one another; and the promotion of alternatives to direct access.

Accessory Dwelling Unit (ADU): a house or apartment that shares a building lot with, and is incidental to, a larger primary dwelling unit.

Accessory use, building, or structure: A use, building or structure which is clearly incidental to, customarily found in connection with, subordinate to, and located on the same zoning lot as the principal use to which it is related, and devoted exclusively to the main use of the premises.

Administrative approval: The city departments of building, planning, fire, assessing, public works and engineering who grant site plan approval for those development projects that do not require planning commission authorization.

Administrative review: The city departments of building, planning, fire, assessing, public works and engineering whose responsibility is to review and comment on site plan submittals prior to planning commission review.

Adult business: a business establishment catering to adults only, as defined in Article I, Section 14-2 of the City of Wyoming Code of Ordinances.

Adult care facilities:

- (1) *Adult care facilities, state-licensed:* A facility for the care of adults, over 18 years of age, as licensed and regulated by the state under Michigan Public Act 218 of 1979, and rules promulgated by the state department of human services, providing foster care to adults. It includes facilities and foster care homes for adults who are aged, mentally ill, developmentally disabled, or physically handicapped who require supervision on an ongoing basis, but do not require continuous nursing care. An adult foster care facility does not include nursing homes, homes for the aged, hospitals, alcohol or substance abuse rehabilitation center, or a residential center for persons released from or assigned to a correctional facility.
- (2) *Adult day care facility:* A facility other than a private residence, which provides care for more than six adults for less than a 24-hour period.

- (3) *Adult foster care family home*: A private home with the approved capacity to receive six or fewer adults to be provided with foster care for 24 hours a day for five or more days a week and for two or more consecutive weeks. The adult foster care family home licensee must be a member of the household and an occupant of the residence.
- (4) *Adult foster care large group home*: A private home with approved capacity to receive at least 13 but not more than 20 adults to be provided supervision, personal care, and protection, in addition to room and board, for compensation, for 24 hours a day, five or more days a week, and for two or more consecutive weeks.
- (5) *Adult foster care small group home*: A private home with the approved capacity to receive seven to 12 adults who are provided supervision, personal care, and protection in addition to room and board, for 24 hours a day, five or more days a week, and for two or more consecutive weeks for compensation.
- (6) *Congregate adult care facility*: A private home with the approved capacity to receive more than 20 adults.

Animal:

- (1) *Boarding Facility*: a business wherein domestic animals over the age of four months may be brought for overnight boarding.
 - a. *Animal Boarding Facilities* must be contained entirely within an enclosed building.
 - b. *Animal Boarding Facilities* are subject to any additional regulations set forth by Kent County or the State of Michigan.
- (2) *Daycare/Grooming Facility*: a business wherein domestic animals may be brought during daytime hours for grooming, obedience training, exercising, socializing, and other similar types of care.
 - a. *Animal Daycare/Grooming Facilities* must be contained entirely within an enclosed building.
 - b. This use excludes overnight boarding (See *Animal Boarding Facility*)
- (3) *Domestic*: Any animal customarily kept by humans indoors for companionship, including, but not limited to, dogs, cats, birds, fish, rabbits, hamsters, mice, turtles, and the like.
- (4) *Exotic*: Any species of animal not considered domestic or livestock.
- (5) *Kennel*: A business wherein three or more domestic animals over the age of four months are kept for the purpose of breeding, boarding, grooming, hobby, sale, or sporting activity.
 - a. *Kennels* may include the outdoor use of property for exercise yards, pens, and other similar accessory uses.
 - b. *Kennels* are subject to the regulations set forth herein regulating private kennels and to any additional regulations set forth by Kent County or the State of Michigan.
- (6) *Livestock*: Any domesticated animal typically raised for food, fiber, or agricultural use, including, but not limited to, cattle, sheep, goats, swine, horses, mules, bees, and poultry. Livestock animals are allowed only in conjunction with a permitted Agricultural Use, and as permitted by the Building Official.

Athletic training facility. A specialized indoor facility provided for the training needs and related activities of athletes. Unlike a health club, these facilities are primarily for the prearranged use of specific teams and programs, rather than for general public walk-in use. This use includes specialized sports facilities, such as ball courts, hockey rinks, gymnasiums, gymnastics, and pools, and may include weight rooms, classrooms and meeting space. Activities may include training sessions, practices and competitive events.

Automobile:

- *Bodyshop:* a business that specializes in bodywork repairs. This may also include painting and refinishing facilities.
- *Car Wash Establishment:* a business where the primary use is the washing or cleaning of automobiles under 5,500 lbs in vehicle weight.
- *Dealership (New):* a business where the primary use is the sale and display of new automotive vehicles, as defined by the State of Michigan's Licensing and Regulatory Authority. Outdoor display of vehicles is permitted, as regulated by the appropriate zoning district. This definition excludes trucks exceeding 5,500 lbs in vehicle weight and recreational vehicles.
- *Dealership (Used):* a business where the primary use is the sale and display of used automotive vehicles, as defined by the State of Michigan's Licensing and Regulatory Authority. Outdoor display of vehicles is permitted, as regulated by the appropriate zoning district. This definition excludes trucks exceeding 5,500 lbs in vehicle weight and recreational vehicles.
- *Gasoline Station:* a business where the primary use is the sale of fuel (i.e. gasoline and diesel) typically featuring pumps for self-service fueling. Accessory uses include restaurants and convenience stores, and a limited selection of outdoor sales (i.e. propane, ice, etc). For general requirements, see Section 90-320
- *Impound Lot:* An outdoor facility where operable or inoperable automobiles are temporarily stored. This may include Distressed Vehicle Transporter facilities, as defined by the State of Michigan's Licensing and Regulatory Authority.
- *Repair and Service Facility:* a business where the primary use is the repair and general maintenance of automobiles under 5,500lbs in vehicle weight entirely within an enclosed building. This definition excludes bodyshops.
- *Salvage Yard:* An outdoor facility where inoperable automobiles are stored, dismantled, or processed. This includes Distressed Vehicle Transporter, Vehicle Scrap Metal Processor, Vehicle Salvage Pool, and Automotive Recycler facilities as defined by the State of Michigan's Licensing and Regulatory Authority.
- *Showroom:* a business where the primary use is the brokering of new or used automobiles, as defined by the State of Michigan's Licensing and Regulatory Authority. Outdoor storage or display of inventory is prohibited.

Section 2. That Chapter 90, Article 2, Section 90-219 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-219. - Definitions "S".

Salvage yards: An outdoor facility exceeding 200 square feet where inoperable automobiles, machinery, appliances, and other products are stored to be dismantled or processed.

Satellite television antenna or dish: A structure or an apparatus capable of receiving communications from a transmitter or a transmitter relay located in a planetary orbit.

School: An institution for the teaching of children or adults including primary and secondary schools, colleges, professional schools, dance schools, business schools, trade schools, art schools, and similar facilities.

- (1) *Private or business*: Any building or group of buildings, the use of which meets state requirements for primary, secondary, or higher education, offers instruction in the several branches of learning and study required to be taught in the public schools and which does not secure the major part of its funding from any governmental agency.
- (2) *Business, trade, technical, industrial or vocational*: A school established to provide for the teaching of industrial, aviation, clerical, managerial, or artistic skills. This definition applies to schools that are owned and operated privately for profit and that do not offer a complete educational curriculum (e.g., beauty school, modeling school).

Scrap Metal Processor: An outdoor facility where inoperable machinery, appliances, and other products are stored to be dismantled or processed. This excludes *Automobile Salvage Yards*.

Secondhand dealer:

- (1) Any person, including any corporation or other entity, whose business is that of dealing in buying, selling, storing or exchanging secondhand goods, articles or merchandise of any kind, including lead pipe, tools, lighting fixtures, plumbing fixtures, radios, watches, jewelry, precious stones, scrap metals, musical instruments, electrical motors, electrical appliances, firearms, automotive parts and accessories, bicycles, wearing apparel, micrometers, or any article of personal property or other valuable thing. This definition does not include:
 - a. Householders selling articles owned and possessed by themselves or executors or administrators of any such householder.
 - b. New articles, wares or merchandise from manufacturers, wholesale distributors or jobbers for retail sale to customers.
 - c. Used car dealers.
 - d. Secondhand or used tires when such tires are removed from vehicles to which such tires are attached in the presence of the person receiving them.
- (2) This definition does not apply to persons whose principal business is that of dealing in new goods, articles and merchandise and who do not buy secondhand goods, articles and merchandise outright, but occasionally accept in trade or repossess household appliances, watches, jewelry, precious stones and musical instruments.
- (3) Outdoor secondhand sales, except as otherwise permitted, are prohibited.
- (4) Temporary businesses established for the purchase or sale of secondhand merchandise are prohibited.
- (5) Nonprofit organizations selling donated goods are required to obtain special use approval.

Security and Crowd Management Plan: A written implementation program that identifies and proposes measures to maintain safety and security for large assemblies of people in buildings, such as event centers, convention centers, bars, nightclubs, and other similar uses. This plan benefits the patrons within the building while also minimizing potential negative impacts on nearby residents and businesses.

Self-storage warehouse or facility: A building or group of buildings in a controlled-access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled-access stalls or lockers for the storage of customer's goods or wares.

Semi-trailer: A trailer, which may be enclosed or not enclosed, having wheels generally only at the rear, and supported in front by a truck tractor or towing vehicle.

Senior assisted living: A type of semi-independent housing facility for senior citizens containing congregate kitchen, dining, and living areas, but with separate sleeping rooms. Such facilities typically provide special support services, such as transportation and limited medical care.

Senior apartments and senior independent living: Multiple-family dwelling units occupied by persons 55 years of age or older. Units will include individual kitchen facilities; however, common dining and community facilities may be provided.

Service truck: A pick-up or van that is used in conjunction with a repair or maintenance business, such as a plumbing, electrical or carpentry business.

Setback line: A line marking the setback distance from the lot line which establishes the minimum required front, side, or rear yard of a lot.

Shopping center: A structure of group of structures located on the same lot or parcel which is developed in accordance with an overall plan and designed and built as an interrelated project that provides a variety of commercial uses and also provides for common off-street parking, pedestrian access and vehicular movements. Buildings constructed on out lots shall not be considered part of the shopping center unless access and parking easements are provided.

Showrooms (Other Automotive): a business where the primary use is the sale of trucks, motorcycles, trailers, recreation vehicles or boats. Outdoor storage or display of inventory is prohibited.

Sign: For definitions of specific sign types and terms, see [article 7](#).

Sight distance: The length of roadway visible to the driver. Generally related to the distance or time (perception/reaction time) sufficient for the driver to execute a maneuver (turn from driveway or side street, stop or pass) without striking another vehicle or object in the roadway. Required sight distance shall be based on the standards of the City of Wyoming Engineering Department.

Site plan: A scaled drawing containing all required information and drawn in compliance with Table 90-504, illustrating existing conditions and containing the elements required as applicable to the proposed development to ensure compliance with zoning provisions.

Special use approval: A use of land not permitted by right, but which is permitted within a particular zoning district after demonstration of compliance with specific special land use standards, as determined by the planning commission.

Story:

- (1) *Full story:* That portion of a building, other than a basement or mezzanine, included between the surface of any floor and the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling above it.
- (2) *Half story:* The part of a building between a pitched roof and the uppermost full story, having a floor area which does not exceed 50 percent of the floor area of the story immediately below. Trilevel shall be considered as one and one-half stories. Figure 90-219-2.

Street:

- (1) *Alley:* A dedicated public way which affords only a secondary means of access to abutting property and is not intended for general traffic circulation, parking, standing or loading.
- (2) *Collector street:* A street used to carry traffic from local streets to arterials, including principal entrance streets of large residential developments or having a planned right-of-way width of at least 80 feet.
- (3) *Cul-de-sac:* A local street of short length, having one end permanently terminated by a vehicular turnaround.
- (4) *Local street:* A street used primarily for access to abutting properties.
- (5) *Major thoroughfare:* A street designed as a regional, major or minor arterial on the Wyoming Thoroughfare Plan, as adopted by the planning commission, in accordance with Act 285 of the Public Acts of Michigan of 1931 (MCL 125.31 et seq., as amended).
- (6) *Marginal access street:* A local street that is parallel and adjacent to arterials and which provides access to abutting properties and protection from through traffic.
- (7) *Private road:* A street that is owned, and maintained by the landowners served and has not been dedicated to the city, county or state as a public street.

- (8) *Public street*: A public dedicated right-of-way which affords traffic circulation and principal means of access to abutting property, including avenue, place, way, drive, line, boulevard, highway, road, and other thoroughfare, except an alley.

Structure: Anything constructed or erected, the use of which requires location above the ground or attached to something having location on the ground. A structure will include buildings (see "buildings"), fences, walls, decks, towers, pools, and other similar above ground structures.

Structural alteration: Any change in the supporting members of a building or structure, such as bearing walls or partitions, columns, beams or girders, or any change in the width or number of exits, or any substantial change in the roof.

Subdivision: The division of a tract of land into two or more lots, building sites, or other divisions for the purpose of sale or building development, in accordance with the Land Division Act and the Wyoming City Code - Subdivision Regulations, section 74-176, as amended.

Supportive housing program:

- (1) *Emergency shelter*: Any facility whose primary purpose is to provide temporary shelter for the homeless in general or for specific populations of the homeless.
- (2) *Permanent supportive housing*: Long-term, community-based housing that has supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live independently as possible in a permanent setting. Permanent housing can be provided in one structure or in several structures at one site or in multiple structures at scattered sites.
- (3) *Transitional housing program*: A project, including dwelling units but not group quarters, with the purpose of facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (e.g. 24 months).

Swimming pool: A permanent structure or container located either above or below grade designed to allow holding of water to a depth of greater than 24 inches, intended for swimming, bathing or relaxation. The definition of swimming pool includes spa, hot tubs and similar devices.

Section 3. That Chapter 90, Article 2, Section 90-220 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-220. - Definitions “T”.

Truck Lot: a facility where the primary use is the sale, rental, display, and/or repair of vehicles exceeding 5,500 pounds in vehicle weight.

Truck terminal: A structure to which goods, except raw or unprocessed agricultural products, natural minerals, equipment or other resources, are delivered for immediate distribution or to be amalgamated or divided for delivery in larger or smaller units to other points, or for distribution, amalgamation, or division involving transfer to other modes of transportation. Also, a semi-trailer storage yard facility.

Section 4. That Chapter 90, Article 3, Section 90-320 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-320. - Automobile gasoline stations and public garages.

All automobile gasoline stations erected after January 3, 1979, shall comply with all requirements of this section. No automobile gasoline station existing on January 3, 1979, shall be structurally altered so as to provide a lesser degree of conformity with the provisions of this section than existed on January 3, 1979.

- (1) An automobile-gasoline station shall be located on a lot having a frontage along the principal street of not less than 140 feet, and having a minimum area of not less than 14,000 square feet.

- (2) An automobile gasoline station building housing an office, facilities for servicing, greasing or washing motor vehicles shall be located at least 40 feet from any street lot line. All gasoline pumps shall be a minimum of 15 feet from all property lines.
- (3) Except for gas pumps, vacuums, and air compressors for vehicle tires, all equipment shall be enclosed entirely within a building.
- (4) An automobile gasoline station located on a lot having an area of 14,000 square feet shall include not more than eight gasoline pumps and two enclosed stalls for servicing, lubricating, greasing or washing motor vehicles. An additional two gasoline pumps or one enclosed stall may be included with each additional 2,000 square feet of lot area.
- (5) Where an automobile gasoline station adjoins property located in any residential zone, a masonry or concrete wall five feet in height shall be erected and maintained along the service station property line. All masonry or concrete walls shall be protected by a fixed curb or barrier to prevent vehicles from damaging the wall.
- (6) All exterior lighting, including illuminated signs, shall be erected and hooded or shielded so as to be deflected away from neighboring properties.
- (7) When an automobile gasoline station ceases to operate on a continuing basis for a period of 180 consecutive days or more, the owner of the premises shall be served written notice by the building inspector of the requirement to, within 60 days of the date of such notice, either lawfully convert such structure to another permitted use in that district or board all windows, doors and openings of the structure and maintain the premises in the manner which shall not become detrimental to the general health, safety and welfare of the surrounding community.
- (8) Abandoned automobile gasoline stations may be converted to a use allowed in the district provided the applicable provisions of this chapter are met, the pumps and signs are removed and the underground storage tanks are abandoned according to city and state regulations.
- (9) Where a restaurant is an accessory use to an automobile gasoline station, a drive-through window may be permitted pursuant to applicable code requirements for drive-through restaurants and as determined by the City Planner.

Section 5. That Chapter 90, Article 4, Section 90-407B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-407B. - Principal permitted uses.

- (1) All uses permitted in the B-1 business district.
- (2) Retail businesses whose principal activity is the sale of new merchandise within a completely enclosed building. Up to 15 percent of the sales area may be used for the sale of used merchandise.
- (3) Business service establishments, such as office machine, printing and copying.
- (4) Any service establishment of an office, showroom or workshop nature, such as a decorator, upholsterer, caterer, exterminator, building contractor and similar establishments that require outlet, except that no outdoor storage yards shall be permitted.
- (5) Physical culture facilities, such as gymnasiums and reducing salons.
- (6) Automobile Showrooms
- (7) Business schools or private schools operated for a profit.
- (8) Automobile Repair and Service Facilities
- (9) Hotels and motels.
- (10) Printing and publishing.
- (11) Bus passenger station.

- (12) Funeral homes or mortuaries.
- (13) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens and other similar uses.
- (14) Commercial greenhouses of less than 1,000 square feet in floor area.
- (15) Business recreation uses as follows:
 - a. Indoor theater.
 - b. Bowling alley.
 - c. Skating rink.
- (16) Accessory buildings and uses customarily included incidental to the above uses.
- (17) Off-street parking.
- (18) Showrooms (Other Automotive)
- (19) Reserved.
- (20) Nursery schools, day nurseries and child care facilities for the care of seven or more people, provided there is an on-site outdoor play area of at least 600 square feet and a fence of at least four feet in height to enclose the rear yard.
- (21) Reserved.
- (22) Athletic training facilities.

Section 6. That Chapter 90, Article 4, Section 90-408B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-408B. - Permitted uses after special approval.

The following uses may be permitted in the B-2 business district, subject to the approval of the planning commission:

- (1) All permitted uses after special approval in the B-1 business district.
- (2) Amusement machine parlors.
- (3) Automobile car wash establishments.
- (4) Drive through restaurants.
- (5) Automobile Gasoline Stations (see Section 90-320).
- (6) Wholesale stores, storage facilities, warehouses, distributing plants, freezers and lockers. Not permitted in the downtown development authority area.
- (7) Open air business uses. Not permitted in the downtown development authority area, with the exception of outdoor dining with table service.
- (8) Automobile Dealerships (New/Used)
- (9) Commercial greenhouses exceeding 1,000 square feet of floor area. Not permitted in the downtown development authority area.
- (10) College or university.
- (11) Radio or television tower.
- (12) Uses similar to the principal permitted uses of [section 90-407B](#) and not listed elsewhere in this chapter as a principal permitted use or special approval use.

- (13) Boardinghouses. Not permitted in the downtown development authority area.
- (14) Cocktail lounges, nightclubs, dancehalls, and bars.
- (15) Adult businesses as defined in Article I, [Section 14-2](#) of this Code. Not permitted in the downtown development authority area.
- (16) Billiard rooms and pool halls. Not permitted in the downtown development authority area.
- (17) Sales of used merchandise, pawnshop or secondhand dealers, and rental of new or used merchandise excluding motor vehicles.
- (18) Multiple family.
- (19) Places of Worship.
- (20) Community centers.
- (21) Outdoor cookers (when accessory to a brick-and-mortar restaurant) (see [Sec. 90-332](#)).
- (22) Transitional housing for more than ten individuals.
- (23) Permanent supportive housing for more than ten individuals.
- (24) Emergency shelter within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.
- (25) Event Center.

Section 7. That Chapter 90, Article 4, Section 90-425B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-425B. - Permitted uses after special approval.

The following uses may be permitted in the I-1 light industrial district subject to the approval of the planning commission:

- (1) Truck terminals.
- (2) Truck Lots
- (3) Recreational vehicle storage yards.
- (4) Mineral extraction, borrow pit or topsoil removal.
- (5) Radio, television, microwave or wireless communication towers.
- (6) Automobile Gasoline Stations (see Section 90-320).
- (7) Athletic training facilities.
- (8) Beverage alcohol production with accessory dining, including breweries, distilleries, and wineries.
- (9) Animal Kennels.

Section 8. That Chapter 90, Article 4, Section 90-430B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-430B. - Principal permitted uses.

In the I-2 industrial district, the following uses are permitted:

- (1) All principal permitted uses in the I-1 light industrial district.
- (2) Reserved

- (3) The assembly or manufacture of automobiles, automobile bodies, automotive engines, cigars and cigarettes, electrical fixtures, batteries and other electrical apparatus and hardware.
- (4) Metal stamping, pressing and buffing plants.
- (5) Plastering and polishing shops, painting and sheet metal shops, tire vulcanizing and recapping shops, undercoating and rustproofing shops, welding shops, and millwork lumber and planing mills.
- (6) Any other uses similar to any of the above uses.
- (7) Accessory buildings and uses customarily incidental to the above uses.
- (8) Off-street parking.
- (9) Billboards, when abutting a freeway or major thoroughfare.
- (10) Truck Terminals.
- (11) Truck Lots.
- (12) Recreational vehicle storage yards.
- (13) Mineral extraction, borrow pit or topsoil removal.
- (14) Beverage alcohol production with accessory dining, including breweries, distilleries, and wineries.

Section 9. That Chapter 90, Article 4, Section 90-431B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-431B. – Permitted uses after special approval

The following uses may be permitted in the I-2 industrial district subject to the approval of the planning commission:

- (1) Open storage yards of building and construction contractors and lumberyards.
- (2) Breweries, distilleries, Canning factories, chemical plants, and handling, storage, processing or disposal of solid or liquid waste materials.
- (3) Recycling Facilities and Scrap Metal Processors, including Automobile Salvage Yards.
- (4) Outdoor theaters.
- (5) Mining, excavating or other removal of sand, earth, minerals or other material naturally found in the earth.
- (6) Automobile Body Shops.
- (7) Sanitary landfill sites.
- (8) Radio, television, microwave or wireless communication towers.
- (9) Residential facilities to house persons on parole or probation.
- (10) Automobile Gasoline Stations (see Section 90-320).
- (11) Athletic training facilities.

Section 10. That Chapter 90, Article 5, Section 90-508 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-508. – Requirements for permitted uses after special approval.

The following conditions shall be met for all special use approvals granted by the planning commission:

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Adult business	B-2	—	—	—	Not permitted in locations within 500 feet of a church, synagogue or other regular place of religious worship, public or private elementary, preschool or secondary school, public park, childcare center, entertainment business that is oriented primarily toward children or family entertainment; boundary of any residentially zoned district or any legal residential use not located within a residentially zoned district. Not permitted within 1,000 feet of any other adult business. The distance shall be measured from the location of the building or structure housing the adult business to the nearest point

					of the other building, structure or use or from the nearest lot line of properties in a residentially zoned district or residentially used property.
Amusement machine parlors and pool parlors	B-2	—	—	—	Not permitted within 500 feet of any church.
Animal Boarding Facilities	B-1, B-2, B-3				
Animal Kennels	I-1				
Automobile car wash establishments	B-2	—	Minimum front yard setback of 40 feet for all structures.	—	Required off-street storage space for at least 4 automobiles per stall for manual or self-service establishments, 10 automobiles per stall for unattended and automatically attended establishments.
Automobile Gasoline stations	B-2	14000 square feet	Minimum lot width of 140 feet	—	Site must be a corner lot abutting at least one major thoroughfare. No drive or curb opening may be located nearer than 20 feet to any interior lot line. See section 90-320 for additional requirements.
Breweries, distilleries, canning and chemical plants	I-1, I-2	—	—	—	Special consideration of accessory dining and potential odor or pollution nuisances
Cemeteries	R-1, R-2, ER, R-7	40 acres	All structures to be minimum of 100 feet from any lot line.	—	
Cocktail lounges, night clubs, taverns	B-2, B-3	—	—	—	Not permitted within 500 feet of any church or school.

Commercial greenhouses exceeding 1,000 square feet (see "Commercial greenhouses" & "of less than 1,000 sq. ft.")	R-1, R-2, ER, R-7, B-2, B-3	1 acre	All structures to be minimum of 40 feet from all lot lines.	—	—
Community centers	ER, R-1, R-2, R-4, R-7, B-2, B-3	—	—	—	Must be located on a major thoroughfare or collector street.
Emergency shelter	R-4, B-2	—	—	—	See section 90-333. Must be located within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.
Kennels	I-2	5 acres	—	—	All outdoor runs or breeding areas to be enclosed on all sides by an obscuring wall or fence not less than 4 feet in height and located at least 50 feet from any property line.
Mineral extraction, borrow pit, topsoil removal	I-2	—	All structures to be minimum of 100 feet from all property lines.	Submission of screening plan required except for topsoil.	—
Motor vehicles sales and rental, outdoors	B-2	15,000 square feet	Minimum 7 feet wide greenbelt in front and secondary front yards in instances where existing buildings on the same lot are devoted to the business and are not expanded. Bumper blocks must be positioned in the adjoining vehicle display area so as to allow no more than 2 feet of vehicle overhang into the greenbelt.	—	—

Nursery schools, day nurseries and child care centers	R-1, R-2, R-4, ER, R-7, B-1, B-2, B-3, PUD-1	—	On-site play area of at least 600 square feet.	Fence at least 4 feet in height to enclose the rear yard.	—
Open air business uses	B-2	10,000 square feet	—	—	—
Outdoor Cookers	B-1, B-2, B-3	—	See section 90-332	See section 90-332	See section 90-332
Pawnshops	B-2	—	—	—	Not permitted in locations within 500 feet of an existing pawnshop or secondhand dealer, as measured between property lines.
Permanent supportive housing	R-4, B-1, B-2, B-3	—	—	—	See section 90-333
Private parks, country clubs, golf courses, and golf driving ranges	R-1, R-2, ER, R-7, PUD-1	5 acres	All structures to be minimum of 100 feet from any lot lines of adjacent residentially zoned districts.	—	—
Public, parochial or private elementary, intermediate or high schools	R-1, R-2, R-7, ER	5 acres elementary or K-8, 10 acres intermediate or high schools	Structure to be minimum of 50 feet from all property lines except for additions to existing school buildings having a setback of less than 50 feet, the existing building may be extended along the current setback line.	—	Site must abut and have all ingress and egress directly to major thoroughfares. Student drop off areas required away from street right-of-way. Site location sizing and design to minimize impact on adjacent residential uses to degree feasible.

Public utility buildings, telephone exchange buildings, former stations electric trans- and sub-stations, gas regulator stations	All districts	—	—	—	Application must provide evidence of necessity of proposed location.
Radio, television, microwave or wireless communication towers	B-1, B-2, B-3, I-1, I-2 and I-3	—	See sections 90-304 and 90-329	See sections 90-304 and 90-329	See sections 90-304 and 90-329
Recreation vehicle storage	I-1	5 acres	—	—	Storage area to be enclosed by a solid fence 5 feet in height. Additional height may be permitted for barbed wire cardling.
Secondhand dealers	B-1, B-2, B-3, PUD-1, PUD-2, PUD-3	—	—	—	Business location must be a minimum of 250 feet from another use in this category.
Sanitary landfill sites	I-2	30 acres	—	Submission of screening plan required.	—
Transitional Housing	R-4, B-1, B-2, B-3	—	—	—	See section 90-333

Note—The requirements noted in this section are in addition to, or, where in conflict, supersede those general requirements for each zoning district. For all permitted uses after special approval, the planning commission shall conduct a public hearing. Following such hearing, the planning commission may grant approval for such application, provided it shall find the proposal is essential and desirable.

The planning commission may impose such requirements and conditions as may be necessary to protect neighboring property, promote public convenience, health, safety and welfare, or make the use conform more closely with the spirit, purpose and intent of this chapter. In determining other requirements and whether the proposed use is essential and desirable the following information shall be considered by the planning commission:

- (1) The possible substantial and permanent effect on neighboring property.
- (2) The consistency with the spirit, purpose and intent of this chapter.
- (3) The possible effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.
- (4) The tendency of the proposed use to create any type of blight within the immediate area.
- (5) The economic feasibility for the area.
- (6) Any other factor as may relate to the public health, safety and welfare for persons and property.

Section 11. That this ordinance shall take effect on _____, 2026.

Section 12. That MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 9-26

CITY OF WYOMING

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

March 24, 2025

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Sections 90-201 "Definitions A", 90-219 "Definitions S", 90-220 "Definitions T", 90-320 "Automobile service stations and public garages", 90-407B "Principal permitted uses", 90-408B "Permitted uses after special approval", 90-425B "Permitted uses after special approval", 90-430B "Principal permitted uses", 90-431B "Permitted uses after special approval", 90-508 "Requirements for permitted uses after special approval"

Recommendation: To approve the subject Zoning Ordinance amendments.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on March 17th, 2026. At the meeting, a motion was made by LaPlaca, supported by Zapata, to recommend that City Council approve the proposed text amendments. The motion to approve and recommend to City Council passed unanimously.

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

From time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. This amendment was prompted through interactions with automotive use developers and business owners, wherein there was confusion as to which use required State of Michigan licensing approvals. These recommended changes to the zoning code are to update the existing definition of Automobile to encompass the existing automotive uses that exist within the use tables, as well as to identify the differences in requirements for automotive uses versus their generic commercial or industrial counterparts. These changes are not to allow more uses within existing corridors, but to make clearer the requirements for development.

Overall, these changes are broken down into two parts: updating the definitions of Automobile Services/Uses to be in line with State of Michigan requirements, and updating each district's use table with the new names. Automobile will now include a list of automotive services such as Body Shops, Dealerships, and Gas Stations, and others. This brings all uses that involve automobiles into one definition with sub-headers, rather than scattered throughout Section 2.

The second portion is updating the names of the uses within their respective districts. This will affect B-2 General Business, B-3 Planned Shopping District, I-1 Light Industrial, and I-2 General Industrial. This does not add additional uses to these zoning districts, but revises the names to match the new definitions being added.

No comments were made during the public hearing. The proposed zoning code text amendments are attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Joel', followed by a long horizontal flourish.

Joel Klaassen, Acting Director of Community and Economic
Development
Community and Economic Development Department

Cc: John Shay, City Manager

A motion was made by LaPlaca, supported by Lamer to grant special use approval for trucks exceeding 5,500 pounds in vehicle weight and truck trailer sales and display, rental and repair at 3529 Lousma Drive SE.

A vote on the motion passed unanimously.

Hyble asked Chair Micele to have the site plan motion include a typographical correction on one of the conditions.

Hofert clarified the revision to condition 2(a) to read *All signage must meet requirements of and comply with Article 7*. The reason for this change is because the number 7 was omitted in the staff report.

A motion was made by Randall, supported by Gilreath-Watts to grant site plan approval for the project at 3529 Lousma Dr SE, subject to conditions 1-2 including the recommended revision of condition 2(a).

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3

Request to amend Zoning Code Sections 90-201 "Definitions A", 90-219 "Definitions S", 90-220 "Definitions T", 90-320 "Automobile service stations and public garages", 90-407B "Principal permitted uses", 90-408B "Permitted uses after special approval", 90-425B "Permitted uses after special approval", 90-430B "Principal permitted uses", 90-431B "Permitted uses after special approval", 90-508 "Requirements for permitted uses after special approval"

Blair said that as it's commonly done with an established zoning ordinance, the Planning Staff reviews the ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. Typically, these alterations are the result of resident petitions, City Council direction, Planning Commission feedback, interpretation requests, or issues that arise when interacting with the zoning ordinance with developers. This amendment was prompted through interactions with automotive use developers and business owners, wherein there was confusion as to which use required State of Michigan licensing approvals.

These recommended changes to the zoning code are to update the existing definition of Automobile to encompass the existing automotive uses that exist within the use tables, as well as to identify the differences in requirements for automotive uses versus their generic commercial or industrial counterparts. These changes are not to allow more uses within existing corridors, but to make clearer the requirements for development.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:

City staff is recommending updating the following sections for the following reasons:

Updating Definitions (Sections 90-201, 90-219, and 90-220)

This change is to multiple sections of the zoning code to bring all elements of Automotive uses under one umbrella, while also making clear what the use type is. These updates include revisions to the definitions of Automobile Body shops, Automobile Car Wash Establishments, New and Used Car Dealerships, Automobile Gas Stations, Automobile Impound Lots, Automobile Repair/Service Facilities, Automobile Salvage Yards, and Automobile Showrooms. This also has the added benefit of being closer in language to the State of Michigan's Licensing requirements, making it clear to operators and business owners what they would need to obtain from the state in order to open their business in Wyoming.

Concurrently, Staff is recommending revising the definitions of Salvage Yards, Scrap Metal Processors, and Showrooms to delineate the difference between a non-specific commercial or industrial use and their automotive counterparts.

Lastly, Staff is recommending the addition of the definition of "Truck Lot" to replace the overly complicated "Trucks exceeding 5,500 pounds in vehicle weight and truck trailer sales and display, rental and repair" use that exists within the industrial district.

Updating Names of Uses within Zoning Districts (90-407B, 90-408B, 90-425B, 90-430B, 90-431B)

With the new definitions of Automobile Uses, and the revised Salvage Yard, Scrap Metal Processor, Showroom, and Truck Lot definitions, Staff is recommending that all references to these uses be updated as well. This would not add additional uses that were not previously allowed, but clarify existing uses and separate uses that had previously been grouped into their own category.

Updating the Special Use Table (90-508)

This change is to revise the name of the Automobile Gasoline Station use that already exists within the special use table to have it match the new definition and revised use name.

Updating the General Requirements for Automobile Gasoline Stations (90-320)

This change updates the language around Gasoline Stations, as well as updates the requirements for drive-through windows at gas stations that have a restaurant as an accessory use.

Blair said that The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-201 "Definitions A", 90-219 "Definitions S", 90-220 "Definitions T", 90-320 "Automobile service stations and public garages", 90-407B "Principal permitted uses", 90-408B "Permitted uses after special approval", 90-425B "Permitted uses after special approval", 90-430B "Principal permitted uses", 90-431B "Permitted uses after special approval", 90-508 "Requirements for permitted uses after special approval" and recommend the same to City Council.

Micele opened the public hearing at 7:32PM. There was no public comment and the hearing was closed.

A vote was made by LaPlaca, supported by Zapata to adopt the proposed text amendments to Sections 90-201 "Definitions A", 90-219 "Definitions S", 90-220 "Definitions T", 90-320 "Automobile service stations and public garages", 90-407B "Principal permitted uses", 90-408B "Permitted uses after special approval", 90-425B "Permitted uses after special approval", 90-430B "Principal permitted uses", 90-431B "Permitted uses after special approval", 90-508 "Requirements for permitted uses after special approval" and recommend the same to City Council.

A vote on the motion passed unanimously.

OLD BUSINESS

NEW BUSINESS

INFORMATIONAL

Learning & Growth

Commissioners Gilreath-Watts, LaPlaca and Zapata shared how they prepare for Planning Commission meetings.

PUBLIC COMMENT

Micele opened the public comment on non-agenda items at 7:47PM. There was no public comment and the hearing was closed.

ADJOURNMENT

The meeting was adjourned at 7:47 PM.

Audrey Zapata, Secretary
Wyoming Planning Commission

Rose Zuniga, Recording Secretary
Wyoming Planning Commission

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 3

DATE DISTRIBUTED: March 10, 2026

PLANNING COMMISSION DATE: March 17, 2026

ACTION REQUESTED: Request to amend Zoning Code Sections 90-201 "Definitions A", 90-219 "Definitions S", 90-220 "Definitions T", 90-320 "Automobile service stations and public garages", 90-407B "Principal permitted uses", 90-408B "Permitted uses after special approval", 90-425B "Permitted uses after special approval", 90-430B "Principal permitted uses", 90-431B "Permitted uses after special approval", 90-508 "Requirements for permitted uses after special approval"

REQUESTED BY: Wyoming Planning Staff

REPORT PREPARED BY: Joe Blair, Planner II

GENERAL BACKGROUND:

As is commonly done with an established zoning ordinance, the Planning Staff reviews the ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. Typically, these alterations are the result of resident petitions, City Council direction, Planning Commission feedback, interpretation requests, or issues that arise when interacting with the zoning ordinance with developers. This amendment was prompted through interactions with automotive use developers and business owners, wherein there was confusion as to which use required State of Michigan licensing approvals.

These recommended changes to the zoning code are to update the existing definition of Automobile to encompass the existing automotive uses that exist within the use tables, as well as to identify the differences in requirements for automotive uses versus their generic commercial or industrial counterparts. These changes are not to allow more uses within existing corridors, but to make clearer the requirements for development.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:

City staff is recommending updating the following sections for the following reasons:

Updating Definitions (Sections 90-201, 90-219, and 90-220)

This change is to multiple sections of the zoning code to bring all elements of Automotive uses under one umbrella, while also making clear what the use type is. These updates include revisions to the definitions of Automobile Body shops, Automobile Car Wash Establishments, New and Used Car Dealerships, Automobile Gas Stations, Automobile Impound Lots, Automobile Repair/Service Facilities, Automobile Salvage Yards, and Automobile Showrooms. This also has the added benefit of being closer in language to the State of Michigan’s Licensing requirements, making it clear to operators and business owners what they would need to obtain from the state in order to open their business in Wyoming.

Concurrently, Staff is recommending revising the definitions of Salvage Yards, Scrap Metal Processors, and Showrooms to delineate the difference between a non-specific commercial or industrial use and their automotive counterparts.

Lastly, Staff is recommending the addition of the definition of “Truck Lot” to replace the overly complicated “Trucks exceeding 5,500 pounds in vehicle weight and truck trailer sales and display, rental and repair” use that exists within the industrial district.

Updating Names of Uses within Zoning Districts (90-407B, 90-408B, 90-425B, 90-430B, 90-431B)

With the new definitions of Automobile Uses, and the revised Salvage Yard, Scrap Metal Processor, Showroom, and Truck Lot definitions, Staff is recommending that all references to these uses be updated as well. This would not add additional uses that were not previously allowed, but clarify existing uses and separate uses that had previously been grouped into their own category.

Updating the Special Use Table (90-508)

This change is to revise the name of the Automobile Gasoline Station use that already exists within the special use table to have it match the new definition and revised use name.

PROPOSED ORDINANCE AMENDMENT:

Staff recommends the following attached ordinances. The proposed text amendments have been highlighted in **green ink**.

PLANNING COMMISSION ACTION:

The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-201 ”Definitions A”, 90-219 “Definitions S”, 90-220 “Definitions T”, 90-320 “Automobile service stations and public garages”, 90-407B “Principal permitted uses”, 90-408B “Permitted uses after special approval”, 90-425B “Permitted uses after special approval”, 90-430B “Principal permitted uses”, 90-431B “Permitted uses after special

approval”, 90-508 “Requirements for permitted uses after special approval” and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:

Nicole Hofert, Deputy City Manager

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kip Snyder, Director of Public Safety

ORDINANCE NO. 10-26

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF THE CITY OF WYOMING BY ADDING SUBSECTION (152) TO REZONE 1006 26TH STREET SW FROM PUD-4 GENERAL PLANNED DISTRICT TO R-2 RESIDENTIAL 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 (152) to read as follows:

- (152) (a) To rezone the following described property at 1006 26th St SW (parcel number 41-17-11-476-002) from PUD-4 General Planned District to R-2 Residential District:

PART SW 1/4 SE 1/4 COM ON S LINE OF 26TH ST 185.12 FT N 89D 49M E FROM NE COR OF LOT 66 OF SHERWOOD FOREST NO. 1 TH S 89D 49M W 65.08 FT TH S 2D 10M E 134 FT TH N 89D 49M E TO A PT S OF BEG TH N 133.92 FT TO BEG * SEC 11 T6N R12W 0.19 A.

Section 2. That this ordinance shall take effect on _____, 2026.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 10-26

CITY OF WYOMING

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

April 29, 2026

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for a rezoning from PUD-4 General Planned District to R-2 Residential District at 1006 26th Street SW (Section 11) (Grace Christian University, Grace Bible College).

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 April 21, 2026. At the meeting, staff recommended approval of the rezoning request and a motion was made by Lamer, supported by Weller, 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.

In 2020, Grace Christian University rezoned approximately 29 acres to PUD-4 for the continued growth and expansion of the institution. Since then, the priorities of the university have shifted concerning student housing. Grace Christian University desires to sell a singular parcel within the PUD, located at 1006 26th Street SW.

This parcel contains a single-family home on an 8,411 sq. ft. lot. The previous zoning district at this property was R-2 Residential District before joining the PUD, and both the parcel and existing building continue to meet minimum requirements in the R-2 Residential District. This property is adjacent to other R-2 zoned properties, and rezoning the parcel would align with the traditional residential future land use status.

No members of the public offered comment.

If approved for the proposed rezoning request, the property owner could sell the property without any further approvals. Planning Commission unanimously approved the PUD amendment to remove the property from the PUD boundary on April 21, 2026. A copy of the proposed rezoning survey is attached to this letter.

Respectfully submitted,



Joel Klaassen, Acting Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager

APPLICATION FOR DEVELOPMENT PLAN REVIEW

Proposed Request

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

Site and Project Information

Project Name: Grace Christian University

Site Address(es): 1006 26th St SW, Wyoming, MI 49509

Parcel Number(s): 41-17-11-476-002

Total Site Area: 0.19 Existing Bldg. Coverage: _____ Proposed Bldg. Coverage: _____

Current Use of Site/Building: Single-family residential dwelling (institution-owned)

Proposed Use of Site/Building: Single-family residential dwelling

Current Zoning District: PUD-4 Proposed Zoning District: R-2

Proposed Number of Units: 1 Proposed Number of Total Parking Spaces: 2 (no change)

Estimated Project Cost: \$0 Projected Number of Jobs Created: 0

Mandatory Pre-Application Meeting Date Completed on: 3/4/2026

Waiver(s) Requested: Yes No

Applicant and Preparer of Development Plan

Applicant: <u>Grace Christian University</u>	Preparer/Firm: <u>Brian Sherstad</u>
Address: <u>1011 Aldon St. SW</u>	Address: <u>1011 Aldon St. SW</u>
<u>Wyoming, MI 49509</u>	<u>Wyoming, MI 49509</u>
Email: <u>bsherstad@gracechristian.edu</u>	Email: <u>bsherstad@gracechristian.edu</u>
Phone: <u>(616) 261-8572</u>	Phone: <u>(616) 261-8572</u>

Property Owner

Name: <u>Grace Bible College</u>	Address: <u>1011 Aldon St. SW</u>
Phone: <u>(616) 261-8572</u>	<u>Wyoming, MI 49509</u>

Signature: _____

Grace Christian University Request to Rezone
1006 26th Street to the R-2 District

Concurrent with the request from Grace Christian University to update its Overall Development Plan is this request to rezone the single-family parcel at 1006 26th Street to the R-2 District. Due to changing demographics, declining student enrollment over the past five years and modest growth goals in future years, the University Board of Directors has decided to sell the parcel at 1006 26th Street. Rezoning this parcel to the R-2 District restores it to its original zoning district and eliminates a barrier to selling the house on the open market while it is zoned PUD-4.

Other single-family homes within the University's PUD-4 zone are immediately contiguous to the campus and have strategic value for the future of the University. The University has no plans to request rezoning of additional parcels in the future.

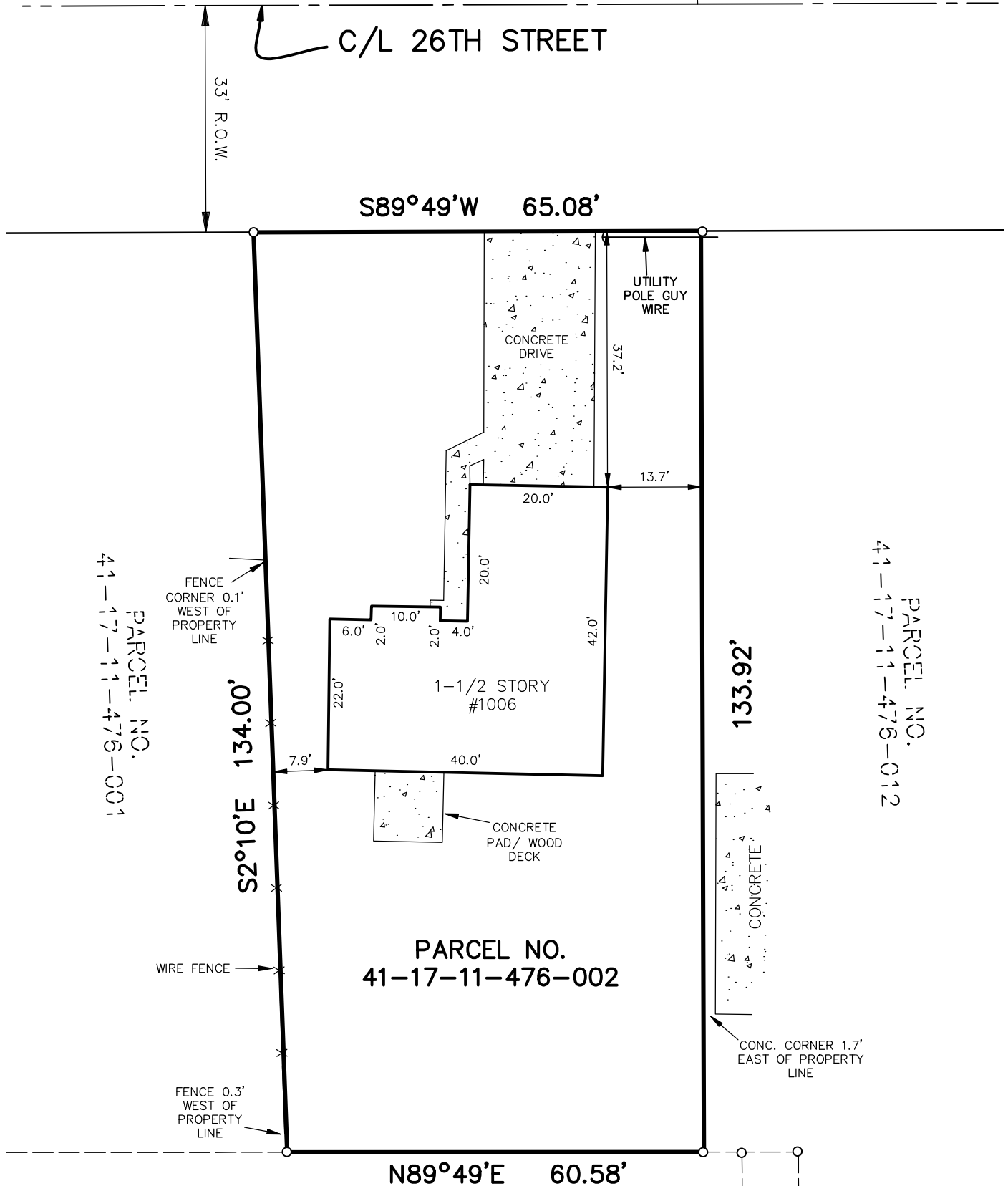
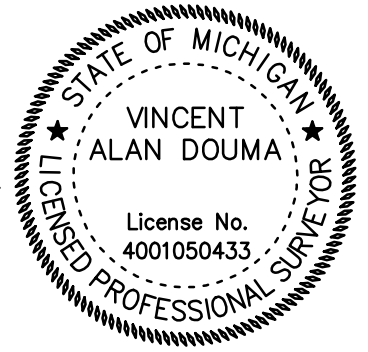
The University is grateful for the action taken by the City of Wyoming to approve the University's PUD-4 zoning in 2020. This approval facilitated the completion of the Grace Townhomes which provides high quality safe housing for up to 116 students. These units along with previously existing housing sufficiently meet the housing needs of students into the near future.



Boundary Survey for: Grace Christian University
 ATTN: Brian Shertad
 1011 Aldon Street
 Grand Rapids, MI 49509

Description:

Part of the SW 1/4 of the SE 1/4 Commencing on the South line of 26th Street 185.12 feet N89°49'E from the NE corner of Lot 66 of Sherwood Forest No. 1, thence S89°49'W 65.08 feet; thence S02°12'E 134.0 feet; thence N89°49'E to a point South of beginning; thence North 133.92 feet to the point of beginning, Section 11, T6N, R12W, City of Wyoming, Kent County, Michigan.



NOTES:

- No title work was furnished for this survey. A commitment for title insurance should be obtained in order to determine easements, restrictions and other covenants which may affect this property.
- Legal description and boundary information as shown is based on previous work by Exxel Engineering.

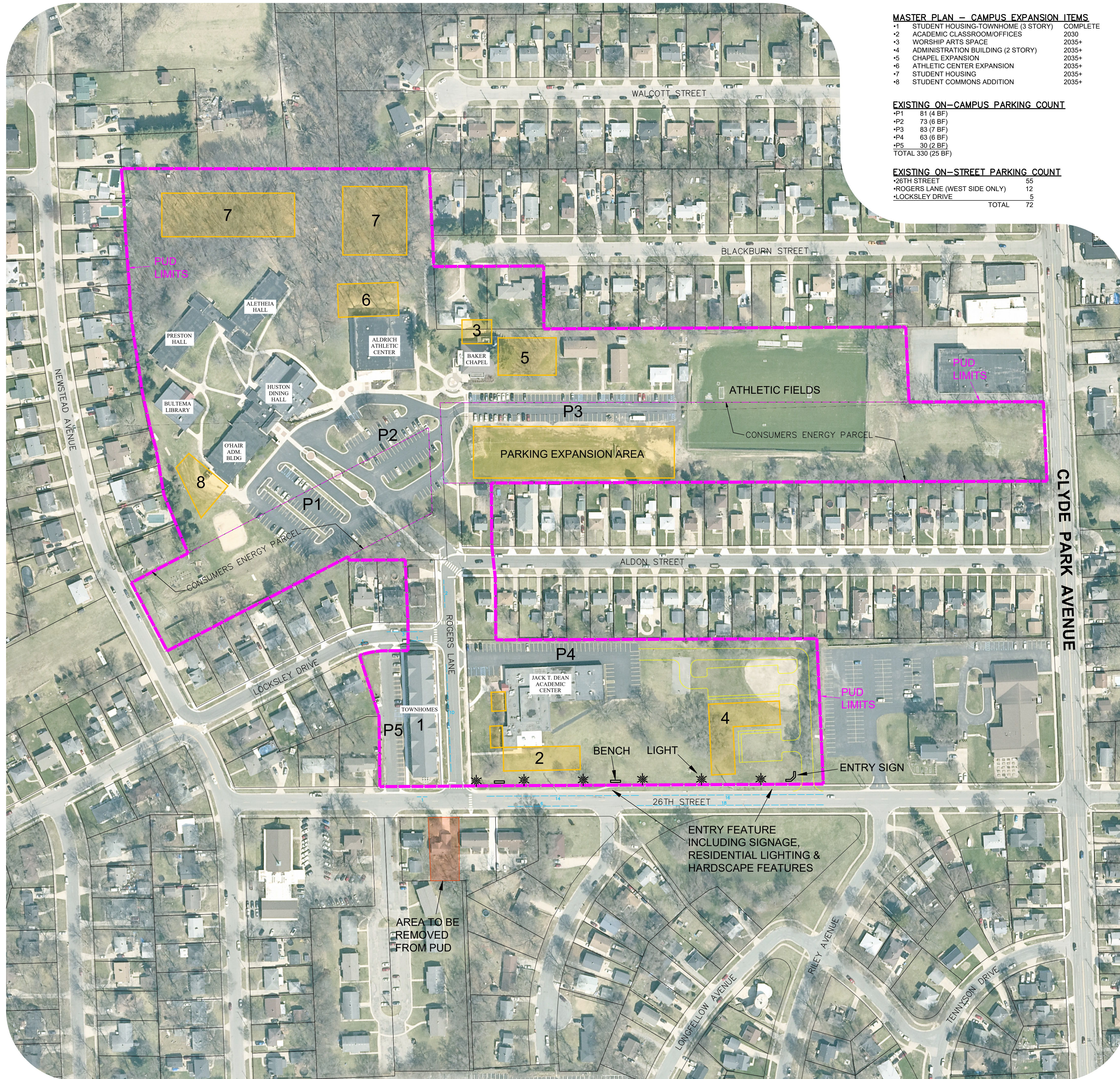
Scale 1" = 20'

- D = Deeded dimension
- M = Measured dimension
- P = Platted dimension
- = Set iron stake
- = Found iron stake
- ⊙ = Concrete monument
- x— = Fence line



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

FILE NO.: 191238E DATE: 03/12/2026



MASTER PLAN -- CAMPUS EXPANSION ITEMS

1	STUDENT HOUSING-TOWNHOME (3 STORY)	COMPLETE
2	ACADEMIC CLASSROOM/OFFICES	2030
3	WORSHIP ARTS SPACE	2035+
4	ADMINISTRATION BUILDING (2 STORY)	2035+
5	CHAPEL EXPANSION	2035+
6	ATHLETIC CENTER EXPANSION	2035+
7	STUDENT HOUSING	2035+
8	STUDENT COMMONS ADDITION	2035+

EXISTING ON-CAMPUS PARKING COUNT

P1	81 (4 BF)
P2	73 (6 BF)
P3	83 (7 BF)
P4	63 (6 BF)
P5	30 (2 BF)
TOTAL	330 (25 BF)

EXISTING ON-STREET PARKING COUNT

26TH STREET	55
ROGERS LANE (WEST SIDE ONLY)	12
LOCKSLEY DRIVE	5
TOTAL	72

PARCEL DESCRIPTIONS
PARCEL NUMBER: 41-17-11-427-001
PROPERTY ADDRESS: 962 BLACKBURN ST SW
DESCRIPTION: LOTS 36 37 & 38 ALSO THAT PART OF VACATED ALLEY ADJ THERETO ON THE S * CAMPBELL & BREEZE'S ADD

PARCEL NUMBER: 41-17-11-427-002
PROPERTY ADDRESS: 948 BLACKBURN ST SW
DESCRIPTION: LOTS 39 40 & 41 ALSO THAT PART OF VACATED ALLEY ADJ THERETO ON THE S * CAMPBELL & BREEZE'S ADD

PARCEL NUMBER: 41-17-11-428-002
PROPERTY ADDRESS: 959 ALDON ST SW
DESCRIPTION: LOT 25 * ALDON PLAT

PARCEL NUMBER: 41-17-11-429-001
PROPERTY ADDRESS: 958 ALDON ST SW
DESCRIPTION: LOT 24 * ALDON PLAT

PARCEL NUMBER: 41-17-11-403-023
PROPERTY ADDRESS: 2531 ROGERS LANE AVE SW
DESCRIPTION: PART NW 1/4 SE 1/4 COM ON S LINE OF 26TH ST 185.12 FT N 89D 49M E FROM NE COR OF LOT 66 OF SHERWOOD FOREST NO. 1 TH S 89D 49M W 65.08 FT TH S 2D 10M E 134 FT TH N 89D 49M E TO A PT S OF BEG TH N 133.92 FT TO BEG * SEC 11 T6N R12W 0.18 A.

PARCEL NUMBER: 41-17-11-403-014
PROPERTY ADDRESS: 1011 ALDON ST SW
DESCRIPTION: PARCEL A, THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 6 NORTH, RANGE 12 WEST, LYING EASTERLY OF SHERWOOD FOREST NO. 2, SECTION 11, TOWN 6 NORTH, RANGE 12 WEST AND NORTHERLY OF THE NORTH LINE OF THE CONSUMERS POWER COMPANY 165 FOOT RIGHT-OF-WAY EXTENDED NORTHEASTERLY TO THE EASTERLY LINE OF THE SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, EXCEPTING THEREFROM ALL THAT PART THEREOF WHICH LIES WEST OF A LINE DRAWN BETWEEN THE NORTHEAST CORNER OF LOT 150 AND THE SOUTHWEST CORNER OF LOT 151 OF THE SAID SHERWOOD FOREST NO. 2, SECTION 11, TOWN 6 NORTH, RANGE 12 WEST, WYOMING CITY, KENT COUNTY, MICHIGAN. ALSO, THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 6 NORTH, RANGE 12 WEST, DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION WITH THE NORTH LINE OF LOCKSLEY DRIVE; THENCE WEST ALONG THE NORTH LINE OF LOCKSLEY DRIVE 27 FEET; THENCE NORTH PARALLEL TO THE SAID EAST LINE 132 FEET; THENCE WEST AT RIGHT ANGLES 182 FEET MORE OR LESS TO THE EAST LINE OF LOT 22 OF SHERWOOD FOREST PLAT; THENCE NORTH ALONG THE SAID EASTERLY LINE TO THE NORTHEAST CORNER OF SAID LOT 22 AND TO THE SOUTHERLY LINE OF THE SOUTHERLY LINE OF CONSUMERS POWER COMPANY RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG THE EXTENDED SOUTHERLY LINE OF THE SAID CONSUMERS POWER COMPANY RIGHT-OF-WAY TO A POINT WHICH IS 27 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTHERLY PARALLEL TO AND AT A DISTANCE OF 27 FEET FROM THE SAID EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTHERLY PARALLEL TO AND AT A DISTANCE OF 27 FEET FROM THE SAID EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTHERLY PARALLEL TO AND AT A DISTANCE OF 27 FEET FROM THE SAID EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE SOUTHERLY ALONG THE SAID EAST LINE TO THE PLACE OF BEGINNING, ALSO THE WEST 1,000 FEET OF THE FOLLOWING DESCRIPTION: THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 6 NORTH, RANGE 12 WEST.

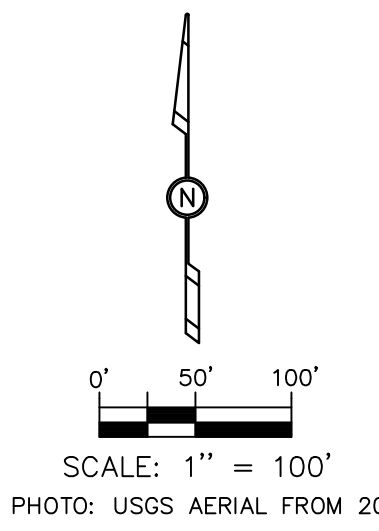
CONSUMERS ENERGY
PARCEL NUMBER: 41-17-11-402-046
PROPERTY ADDRESS: 2537 NEWSTEAD AVE SW
DESCRIPTION: PART OF S 1/2 OF SEC COM AT NE COR OF LOT 38 OF SHERWOOD FOREST TH W 108.58 FT TO ELY LINE OF DEHOOP AVE TH NLY ALONG ELY LINE OF SD AVE 120.55 FT TO SW COR OF LOT 40 OF SD PLAT TH N 62D 23M E TO A PT 27 FT W FROM E 1/8 LINE TH S PAR WITH E 1/8 LINE TO A LINE BEARING N 62D 23M E FROM BEG TH S 62D 23M W TO BEG. EXCEPT THAT PART LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF NEWSTEAD AVENUE. ALSO S 1/4 N 1/2 NE 1/4 SE 1/4 * SEC 11 T6N R12W

DISTRICT REGULATIONS

Section in Ordinance	Title	R-2 Requirement	Proposed PUD
Sec. 90-408A	Development Standards	Minimum Lot Area (1)* 8,400 sq. ft. Minimum Lot Width 65 ft. Minimum Front Yard 35 ft. Minimum Rear Yard (3)* 7 ft. Minimum Side Yard (3)(4)(5)* 18 ft. Minimum Combined Side Yard (5)* 18 ft.	8,400 sq. ft. 65 ft. 10 ft. 35 ft. 7 ft. 18 ft.
		Minimum Ground Floor Building Area per (residential) dwelling unit (8) One-Story 1 1/2-Story Two-Story Bi-Level Split Level Tri-Level	900 sq. ft. 864 sq. ft. 672 sq. ft. 672 sq. ft. 1,040 sq. ft. 1,040 sq. ft.
		Maximum Building Height Minimum Number of Parking Spaces/Unit Maximum Lot Coverage	40 ft (3 story) 2 35%
Section 90-409A (1) Section 90-409A (2) Section 90-409A (3) Section 90-409A (4) Section 90-409A (5) Section 90-409A (6) Section 90-409A (8)	Specific Requirements	(1) Front setback = average of setback of both adjacent lots (2) 10' sideyard and rear yard greenbelt with berm/fencing for non-residential (3) Side yard building setback 25 feet for non-residential (4) Side yard abutting street shall not be less than 20 feet (5) 25' front yard and secondary front yard greenbelt setback for non-residential (6) Basements required (8) Minimum habitable floor 1,040 square feet/unit	10 ft. Ok except Adj to existing nonresidential parking/uses 20 ft. 10 ft. 20 ft. Basements not required 900 ft./unit
Section 90-707 Section 90-708	Signs	Signs as permitted in residential districts per section 90-707	Signs as permitted in nonresidential districts per section 90-708

LEGEND

- = PROPERTY OWNED BY GRACE UNIVERSITY
- = PROPERTY OWNED BY CONSUMERS ENERGY
- = EXISTING ON-STREET PARKING



PROPOSED PUD AMENDMENT / MASTER PLAN
GRACE CHRISTIAN UNIVERSITY
 FOR: GRACE CHRISTIAN UNIVERSITY
 ATTN: BRIAN SHERSTAD
 1011 ALDON STREET
 GRAND RAPIDS, MI 49509
 PART OF THE SE 1/4, SECTION 11, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

03/05/26	REMOVED 1006 26TH ST & UPDATED PER TOWNHOME PROJECT	JDR	DATE	REVISION	BY	FILE NO.:	191238E	PROJ. ENG.: JSV PRD. SURV.: VAD DATE: 12/19/2019	SHEET 1 of 1
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exel engineering, inc.
 planners • engineers • surveyors
 5252 Clyde Park, S.W. • Grand Rapids, MI 49509
 Phone: (616) 531-3660 www.exelengineering.com

P:\Projects\2019\191238\Drawings\191238-2026.dwg, PUD, 3/5/2026 11:33:54 AM, .pud

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 4

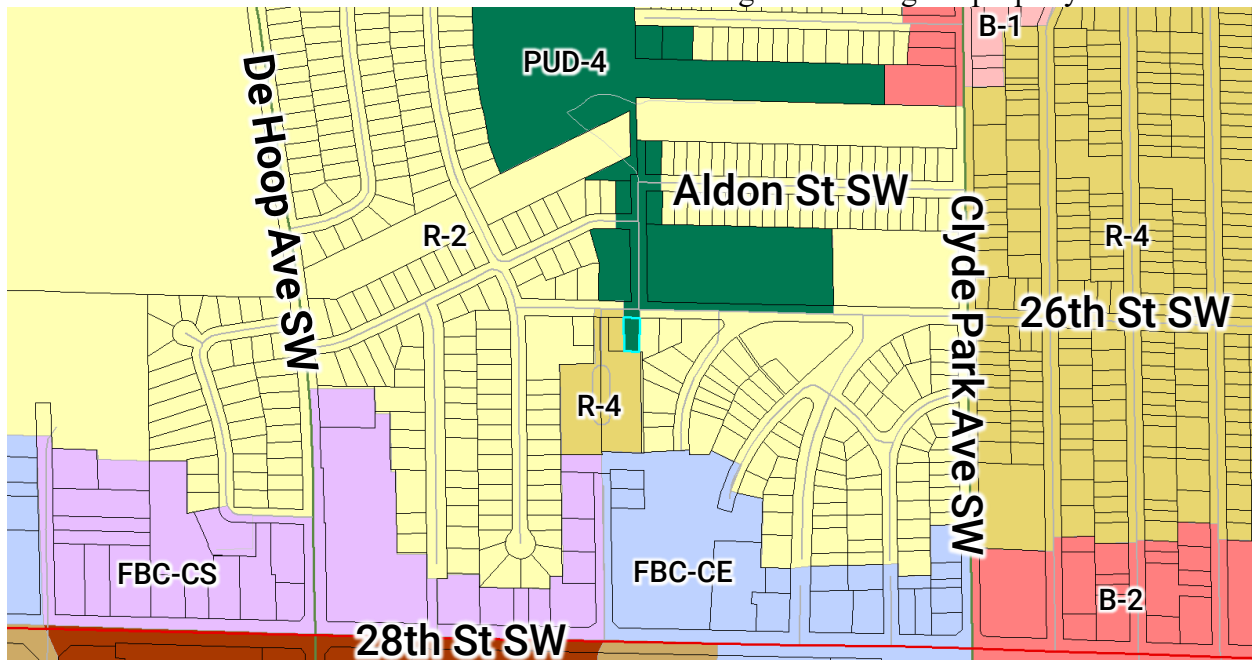
DATE DISTRIBUTED: April 13, 2026
PLANNING COMMISSION DATE: April 20, 2026
ACTION REQUESTED: Request for Rezoning from PUD-4 General Planned District to R-2 Residential District
REQUESTED BY: Grace Christian University, Brian Sherstad
REPORT PREPARED BY: Joe Blair, Planner II

GENERAL LOCATION DESCRIPTION:

Grace Christian University is located between Michael Avenue and Clyde Park Avenue, at 1011 Aldon St SW. The campus makes up 9 parcels containing the school buildings, sports fields, student dorms, and other facilities. The request for rezoning is for the property located at 1006 26th St SW. This parcel is approximately 0.19 acres, or roughly 8,400 square feet, and is located at the corner of Rogers Lane Ave SW and 26th St SW, west of Clyde Park Ave SW and north of 28th St SW.

EXISTING ZONING CHARACTERISTICS:

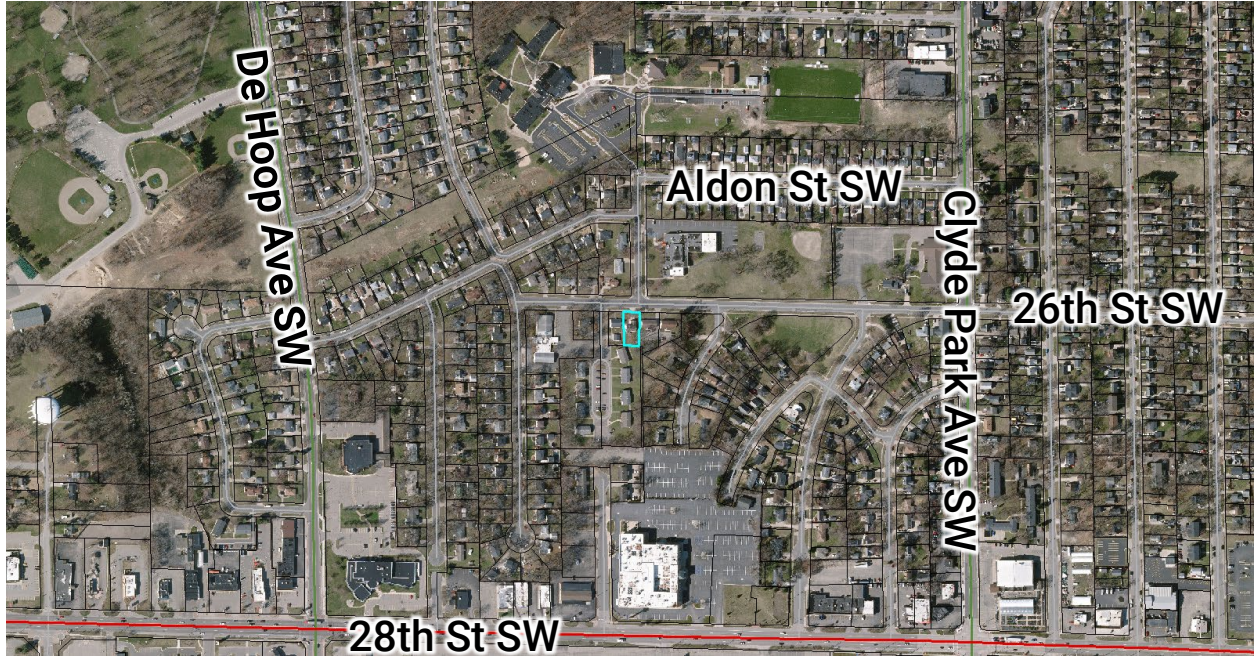
The site is zoned PUD-4 General Planned District. Zoning surrounding the property follows:



North: R-2 Single Family Residential, R-4 Multi-Family Residential
South: R-2 Single Family Residential, R-4 Multi-Family Residential, FBC-CE, FBC-CS
East: R-2 Single Family Residential, R-4 Multi-Family Residential, B-2 general Business, B-1 Neighborhood Business
West: R-2 Single Family Residential, R-4 Multi-Family Residential, FBC-CS

EXISTING LAND USE:

The site currently has one residential building within the 0.19 acre parcel. Uses surrounding the sites are the following:



- North: Civic – University, Residential – Single Family
- South: Residential – Multifamily, Single Family, Commercial – Retail
- East: Commercial – Retail, Residential – Single Family
- West: Residential – Multifamily, Single Family

PROJECT INFORMATION:

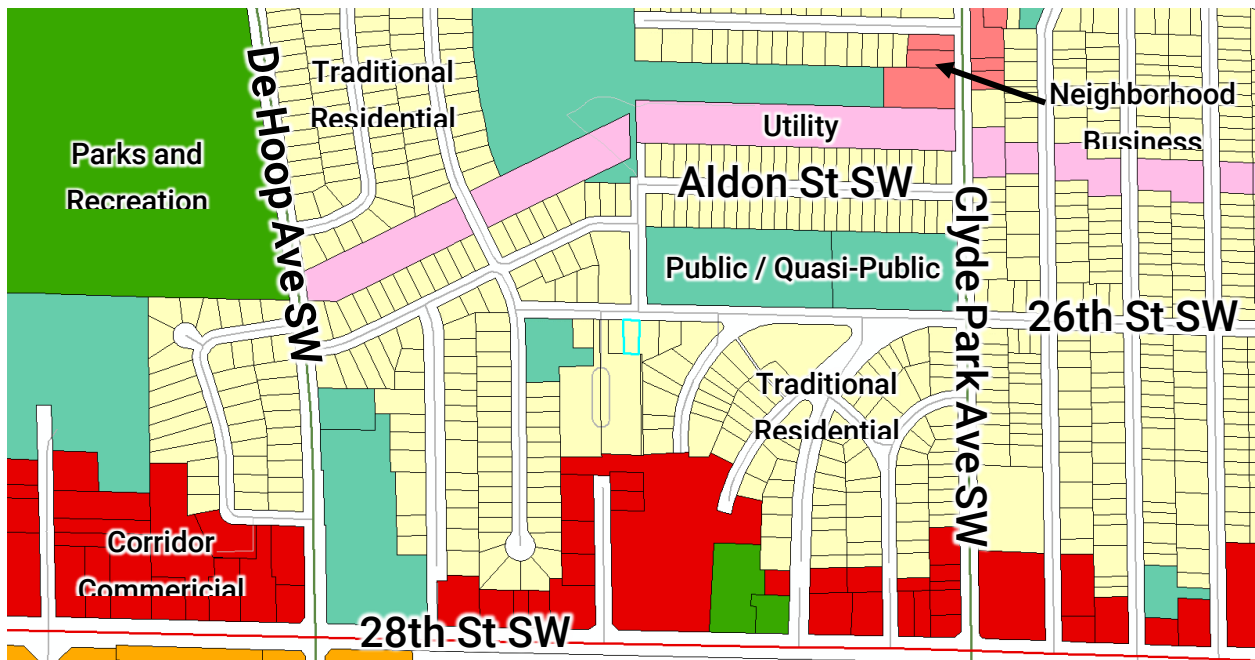
The applicant is proposing to rezone the property at 1006 26th St SW to R-2 Residential District. The parcel is adjacent to existing R-2 zoned parcels to the east along 26th St SW. There are multiple established R-2 neighborhoods within 600 feet of the proposed rezoning, and this parcel was zoned R-2 prior to the PUD’s creation in 2020. The applicant intends to sell the property to be used as a residential home.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

(a) *Consistency with the adopted master plan;*

The City’s Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Traditional Residential, which includes both single family and duplex dwelling units. The applicant’s proposal to return this parcel to R-2 and therefore Traditional Residential, aligns with the adopted Master Plan. This standard is met.



(b) *Compatibility of the allowed uses with existing and future land uses;*

Currently, both PUD-4 and R-2 allow for single family homes. However, with the proposed rezoning, the property would be able to support redevelopment and future residential expansion that would otherwise be constrained by the size of the parcel in combination with the requirements of the PUD-4 standards. This standard is met.

(c) *Capability of the property to be served by public services;*

The property is currently served by public services and utilities.

(d) *Ability of the property to be used as currently zoned; and*

The parcel is currently zoned PUD-4, which allows for a number of residential, commercial, and civic uses. However, this parcel is constrained by the fact that it is separated from the remainder of the PUD and of such a small size that expansion of the University use would be difficult to achieve on the property. Additionally, the University would like to sell the home so it can return to being a residentially used parcel, which cannot currently be accomplished within the existing PUD-4 ODP. This standard is met.

(e) *Appropriateness of all uses allowed within the proposed district at the property location.*

Allowable activities within the R-2 Residential District are suitable for this site as the site currently has a single-family home located on it and was zoned R-2 prior to the PUD-4's creation in 2020. This standard is met.

STAFF COMMENTS

(A) Process

The Planning Commission is only considering the rezoning of this parcel. The rezoning will receive two readings at City Council.

- April 2 – Planning Commission considers rezoning request.
- May 4 – City Council hears the first reading of the rezoning request.
- June 1 – 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.

The proposed rezoning advances economic strength and social equity through the return of a home to an established residential neighborhood.

PLANNING COMMISSION ACTION:

The Development Review Team recommends the Planning Commission grant the R-2 rezoning request at 1006 26th St SW and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:

Nicole Hofert, Deputy City Manager

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kip Snyder, Director of Public Safety

Joel Klaassen, Acting Director of Community and Economic Development

for opportunities to bring housing, maintain green space for the community, and encourage continued business investment in the community.

A vote on the motion passed 6 to 1. Commissioners Gilreath-Watts, Lamer, LaPlaca, Randall, Weller, and Zapata voted yes on the motion. Commissioner Hall voted no on the motion.

Agenda Item No. 4

Request for a rezoning from PUD-4 General Planned District to R-2 Residential District at 1006 26th St SW (Section 11) (Grace Christian University, Grace Bible College)

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

Blair said that the applicant is proposing to rezone the property at 1006 26th St SW to R-2 Residential District. The parcel is adjacent to existing R-2 zoned parcels to the east along 26th St SW. There are multiple established R-2 neighborhoods within 600 feet of the proposed rezoning, and this parcel was zoned R-2 prior to the PUD's creation in 2020. The applicant intends to sell the property to be used as a residential home.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

- (a) *Consistency with the adopted master plan;*
The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Traditional Residential, which includes both single family and duplex dwelling units. The applicant's proposal to return this parcel to R-2 and therefore Traditional Residential, aligns with the adopted Master Plan. This standard is met.
- (b) *Compatibility of the allowed uses with existing and future land uses;*
Currently, both PUD-4 and R-2 allow for single family homes. However, with the proposed rezoning, the property would be able to support redevelopment and future residential expansion that would otherwise be constrained by the size of the parcel in combination with the requirements of the PUD-4 standards. This standard is met.
- (c) *Capability of the property to be served by public services;*
The property is currently served by public services and utilities.
- (d) *Ability of the property to be used as currently zoned; and*
The parcel is currently zoned PUD-4, which allows for multiple residential, commercial,

and civic uses. However, this parcel is constrained by the fact that it is separated from the remainder of the PUD and of such small size that expansion of the University use would be difficult to achieve on the property. Additionally, the University would like to sell the home so it can return to being a residentially used parcel, which cannot currently be accomplished within the existing PUD-4 ODP. This standard is met.

- (e) *Appropriateness of all uses allowed within the proposed district at the property location.* Allowable activities within the R-2 Residential District are suitable for this site as it currently has a single-family home located on it and was zoned R-2 prior to the PUD-4's creation in 2020. This standard is met.

STAFF COMMENTS

(A) Process

The Planning Commission is only considering the rezoning of this parcel. The rezoning will receive two readings at City Council.

- April 21 – Planning Commission considers rezoning request.
- May 4 – City Council hears the first reading of the rezoning request.
- June 1 – City Council hears the second reading of the rezoning request.

Blair said The Development Review Team recommend the Planning Commission grant the R-2 rezoning request at 1006 26th St SW and recommend the same to City Council.

Randall opened the public hearing at 8:09PM. There was no public comment and the hearing was closed.

A motion was made by Lamer, supported by Weller to grant the R-2 rezoning request 1006 28th St SW and recommend the same to City Council.

A vote on the motion passed unanimously.

Agenda Item No. 5

Request to approve an amended Overall Development Plan for Grace Christian University at 1011 Aldon St SW (Section 11) (Grace Christian University)

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

Blair said that the applicant is not proposing a change in the land use of the parcels. The proposal is to remove a parcel from the overall PUD-4 area to sell it. In doing so, the applicant must also

update the Overall Development Plan (ODP) to reflect the new boundaries of the PUD-4, as well as update any of the calculations of open space required therein.

ALIGNMENT WITH MASTER PLAN:

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies the area as a mixture of Traditional Residential, Public/Quasi-Public and Utility. The removal of a Traditional Residential parcel from the PUD-4 area does align with the City's Master Plan as it would allow for the subject parcel to be used again as a residence.

STAFF COMMENTS:

1. Open Space: When the PUD-4 was established in 2020, the required open space percentage for non-greenfield sites was set at 20%. With the removal of the parcel at 1006 26th St SW, there is little change in the percentage of open space provided by the University, and this remains within ordinance requirements.

Blair said the Development Review Team recommends that the Planning Commission amend the Overall Development Plan for Grace Christian University, addressed at 1011 Aldon St SW.

A motion was made by LaPlaca, supported by Lamer to amend the Overall Development Plan for Grace Christian University, addressed at 1011 Aldon St SW.

A vote on the motion passed unanimously.

Agenda Item No. 6

Request to review and reaffirm the City's 2021 Master Plan, Wyoming [re] Imagined

Hyble said that The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. Per the Michigan Planning Enabling Act (MCL 125.3845), Planning Commission must review the master plan every 5 years after its adoption. The Planning Commission can then determine if any amendments are needed or if a new master plan should be started. Any amendments made to the master plan require full adherence to public hearing and review requirements from the Michigan Planning Enabling Act. If no amendments are needed, the Planning Commission can reaffirm the master plan.

Hyble said this review also fulfills a renewal requirement for the Redevelopment Ready Communities (RRC) certification for the City of Wyoming.

STAFF COMMENTS:

(a) Current Plan

ORDINANCE NO. 11-26

ORDINANCE REQUEST TO AMEND ZONING CODE ARTICLE 4C AND SECTIONS 90-420C "PURPOSE", 90-421C "QUALIFYING CONDITIONS", 90-422C "PRINCIPAL PERMITTED USES", 90-423C "PERMITTED USES AFTER SPECIAL APPROVAL", 90-424C "DEVELOPMENT STANDARDS", 90-511 "APPLICATION PROCEDURES FOR PUD-4", AND 90-512 "REVIEW STANDARDS".

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 4C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

ARTICLE 4C. - PLANNED UNIT DEVELOPMENT ZONING DISTRICTS

PUD-1 Low Density Planned Unit Development

PUD-2 Commercial Planned Unit Development

PUD-3 Planned Health Care District

PUD-4 General Planned District

PUD-5 Planned Golf Entertainment District

The location and boundaries of the districts are hereby established on a map entitled "City of Wyoming, Michigan Zoning Map", together with all notations, which map is hereby adopted and made a part of this chapter. The zoning map may be maintained by the city in such form as shall from time to time be deemed appropriate including an electronic database or information system. Unless otherwise shown on the zoning map, the district boundary lines follow lot lines or the centerlines of streets or alleys or such lines extended and the corporate limits of the city as they existed on January 3, 1979, and as subsequently revised. If the exact location of any district boundary line cannot be determined by the zoning map, it shall be resolved by the board of zoning appeals.

Section 2. That Chapter 90, Article 4C, Section 90-420C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

DIVISION 5. - PUD-5 PLANNED GOLF ENTERTAINMENT DISTRICT

Sec. 90-420C. – Purpose.

The environment of the recreational golf course has changed to necessitate a creative mixture of low-volume commercial uses that are sensitive to adjacent areas. However, golf courses are typically located within primarily residentially zoned areas, and modern golf course operations are not always suitable for typical residential zoning requirements. In order to allow diversified business recreation¹ activities centered around a primary golf course that respects adjacent neighborhoods and existing neighborhood character, the Planned Golf Entertainment District PUD-5 may be permitted.

¹ Business recreation uses are defined exclusively within this PUD as having the following three conditions:

1. Business recreation activities consist of sport uses, fitness- or movement-based activity uses, leisure-based games, training, and celebration and entertainment events.

2. All business recreation activities are private in nature, not available to be accessible to the general public without fee, membership dues, or the like.
3. Retail and restaurant activities are included within this definition only when incidental to the sport, leisure game, or event activity.

Section 3. That Chapter 90, Article 4C, Section 90-421C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-421C. – Qualifying conditions.

- (a) *Location.* PUD's may be located in any part of the city, except that no portion of an existing PUD-1, PUD-2, or PUD-3 zoned property is eligible to be converted to a PUD-5, subject to meeting all other applicable requirements.
- (b) *Purpose.* The applicant shall demonstrate that the PUD will satisfy the purpose listing in Section 90-420C.
- (c) *Golf Course Status.* The primary use of the site shall be a golf course of at least 9 holes utilized for the sport of golf.
- (d) *Size.* The PUD shall be made up of at least 40 acres for every 9-holes of golf course. For an 18-hole golf course, the requirement is 80 acres. The PUD may be comprised of more than one parcel provided the activities on all parcels fall under permitted uses or activities that meet the intent of the PUD, and all parcels that are not separated by public rights-of-way shall be merged.
- (e) *Housing.* The proposed PUD shall not contain any housing units on any of the property proposed to be used for PUD activities.
- (f) *Open Space and Building Coverage.* The proposed open space and building coverage on the PUD shall conform to the requirements of Table 90-424C(1).
- (g) *Utilities.* The PUD shall be served by public water and sanitary sewer facilities.
- (h) *Ownership and control.* The tract(s) of land for which a PUD application is submitted shall be either in single ownership or the subject of an application filed collectively by all owners of the property. A PUD applicant shall submit written documentation that the owners of all property included within the PUD have consented to the PUD application. Where property is jointly owned, the consent shall be from all owners. Written documentation shall include the signatures of all individuals with an ownership interest and the signature of an officer, member, general partner or other individual authorized to sign on behalf of any entity with an ownership interest. Consent may be demonstrated by signatures on the PUD application or may be in the form of a letter or other signed written documentation consenting to the application or authorizing the applicant to file it.
- (i) *Achievement of zoning and economic harmony.* The PUD shall achieve recognizable and substantial benefits that may not be possible under the existing zoning classification(s). At least three of the following benefits shall be accrued to the community as a result of the proposed PUD:
 - (1) A complementary mix of land uses or low-volume commercial types within the PUD,
 - (2) Preservation of green space and natural features within the PUD,
 - (3) Preservation of the character of surrounding neighborhoods,
 - (4) Provision of recreational opportunities unique and attractive to the greater metropolitan region.
 - (5) Coordinated redevelopment of multiple lots or parcels, and/or
 - (6) Creation of a community asset that addresses adjacent neighborhood needs and feedback while serving the greater community.

Section 4. That Chapter 90, Article 4C, Section 90-422C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-422C. – Principal permitted uses.

- (a) Clubhouses, including locker rooms and offices.
- (b) Golf cart and maintenance equipment storage areas.
- (c) Snack and beverage stations, incidental to golf operations.
- (d) Sit-down eating and drinking establishments.
- (e) Virtual golf simulators.

- (f) Retail sales ancillary to the golf course use.
- (g) Event centers not exceeding 1,000 sq. ft. in size.
- (h) Open driving ranges.
- (i) Restrooms and weather shelters.

Section 5. That Chapter 90, Article 4C, Section 90-423C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-423C. – Permitted uses after special approval.

- (a) Tennis and pickleball courts.
- (b) Miniature golf.
- (c) Covered driving ranges.
- (d) Bowling alleys.
- (e) Arcades.
- (f) Swimming pools.
- (g) Retail sales ancillary to business recreation uses.
- (h) Event centers larger than 1,000 sq. ft. but not exceeding 6,000 sq. ft.
- (i) Warehouses ancillary to golf course retail.
- (j) Workout facilities ancillary to business recreation uses.
- (j) Business recreation uses similar to the provided uses in Sections 90-422C and 90-423C but not explicitly mentioned may be considered for special use approval if deemed so by the City Planner.

Section 6. That Chapter 90, Article 4C, Section 90-424C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-424C. – Development standards.

- (a) *Setback requirements.*
 - (1) Front and secondary front yard setbacks shall be 35 feet.
 - (2) Side and rear yard setbacks shall be 100 feet.
 - (3) For restrooms and weather shelters, the minimum setback distance shall be 35 feet from any property line.
- (b) *Building lot coverage requirement.* The building lot coverage shall not exceed 1.75% of the total land area, as defined by Table 90-424C(1):

Table 90-424C(1) Permitted Building Lot Coverage for Golf Courses				
Use Group	Maximum Building Lot Coverage, whichever is less		Maximum Number of Buildings	Maximum Single Building Size
	Percentage of the 1.75% total land area	Sq. Ft.		
Golf course and business recreation buildings	60%	50,000	5	50,000
Maintenance and warehouse buildings	60%	50,000	5	50,000
Incidental golf course buildings	5%	5,000	3	2,500

- (1) Building coverage used for each building or structure is calculated from the ground floor building area. Decks and similar structures without a roof and attached to buildings are not included in this calculation.
- (2) When two different use groups exist within a singular building, a floor plan shall be submitted with the overall development plan and site plan to demonstrate the allocation of floor space. Both uses shall each count toward the maximum square footage permitted for each use group. The

- larger of the two uses will count toward the maximum number of buildings for that use group.
- (3) For 9 hole courses, the maximum number of buildings is limited to 3 golf course and business recreation buildings, 3 maintenance and warehouse buildings, and 1 incidental golf course building.
- (c) *Building height requirements.* The maximum building height is 35 ft with no more than two floors.
- (d) *Warehouse facility requirements.* Warehouses are required to meet the following requirements:
- (1) Any warehouse facility occupying more than 20,000 sq. ft. of ground floor building area or containing any overhead doors shall feature a dedicated business recreation or retail space inside the building.
 - (a) The dedicated business recreation or retail space included within the storage facility shall consist of at least one third of the ground floor building area of the storage facility.
 - (2) Overhead doors are limited to two (2) doors per building and must meet the off-street loading requirement of section 90-602.
 - (3) In any building with loading dock areas adjacent to residential use, the use of a minimum 10-foot berm is required to reduce visual and audio impacts from the loading dock areas. Berming shall be undulating and be located between residential uses and truck bay areas. The berming shall be included in the landscaping plan and is subject to approval by the planning commission.
 - (4) Deliveries or shipments shall not occur before 6:00 AM or after 10:00 PM.
- (e) *Incidental building requirements.* Allowed structures include restrooms, weather shelters, food and beverage station, canopies, and similar uses as deemed by the City Planner.
- (f) *Tent requirements.* Tents shall be permitted in accordance with the tent provisions of section 90-326.
- (g) *Parking lot requirements.* Any designated parking areas shall be located adjacent to a principal building or major business recreation activity of the PUD.
- (1) Setbacks for parking lots shall be at least 50 feet from any adjacent residentially zoned or used property.
 - (2) Where required parking lots or drive aisles for any use permitted in the PUD are erected, a solid fence or other barrier of material approved by the planning commission. The fence or barrier shall be a minimum of five feet in height and shall be required along parking lots or drive aisles adjacent to residentially used property.
- (h) *Composting.* Composting is permitted for materials collected from golf course landscaping and maintenance activities in the PUD, such as: grass clippings, leaves, brush, and yard waste.
- (1) All composting activities shall not be visible from the street and shall not be located within building setbacks, required landscape buffers, or any floodplains or wetlands.
 - (2) All composting areas shall be gated and screened with a masonry, solid wood, or metal fence not to exceed six feet in height.
 - (3) Composting operations shall be managed to prevent offensive odors detectable beyond the property boundary in congruence with section 82-63. Compost piles shall be actively managed and turned as necessary.
 - (4) Composting operations shall not contain any food waste, biosolids, manure, animal carcasses, hazardous or contaminated materials, or other composting unrelated to the golf course.
- (i) *Exterior lighting for recreational activities.* Light shielding measures shall be taken for all exterior lighting so as to not illuminate adjacent properties. Lighting shall be located outside utility easements, and poles supporting lights shall be appropriate for the activity and no taller than 35 ft. Lighting for any recreational use, such as a driving range, shall meet the following requirements:
- (1) A lighting plan shall be submitted with a site plan. This plan shall be prepared by a qualified lighting designer and demonstrate how the location, selection, and direction/aiming of any proposed lighting elements will focus light on the business recreation areas, minimizing glare and visibility from neighboring areas. The lighting plan shall include the proposed types of light

fixtures and the intensity of foot-candles at various points on the site, including nearby property lines.

- (2) Lighting shall be extinguished by 10:00 PM. Timing or central control devices shall be installed to prevent the lighting from being left on later than one hour after the facility is occupied.

Section 7. That Chapter 90, Article 5, Section 90-511 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-511. – Application procedures for PUD-4 and PUD-5.

- (a) *Pre-application conference.* Prior to submitting a formal application, the applicant shall schedule a meeting with the city planner to discuss the zoning classification of the site, the applicable requirements and materials, the qualifying conditions, the review procedures and the proposed development concept. The city planner shall notify other appropriate staff. The purpose of this meeting is to discuss the proposed project and provide relevant information to the applicant. However, no statements or representations made at this meeting shall be construed to be a commitment or an assurance of approval on the part of the city.

- (b) *Preliminary PUD review and rezoning.* The following procedures shall be followed for the consideration of any PUD request.

- (1) *Application.* An application for rezoning to the PUD district shall be submitted to the city planner by the owner, owner's authorized representative or option holder of the property that is the subject of the application. The application shall be filed on a form provided for that purpose, along with a fee established by the city council, and a concept plan and narrative containing the information specified in the following subsections. Incomplete applications will not be accepted and will not be processed or forwarded to the planning commission. The applicant may, at his/her sole discretion, submit a final development plan, as specified in section 90-511(c)(3), in lieu of the concept plan; provided, all other review procedures of section 90-511(b) shall be applicable.

- (a) *Concept Plan.* A preliminary concept plan shall be submitted and include the following:

- (i) Name, address, phone number and email address of the applicant.
- (ii) Name, address, phone number and email address of the professional or firm that prepared the plan.
- (iii) Legal description of the property.
- (iv) North arrow, scale and title block.
- (v) General location map.
- (vi) Existing zoning on the subject property and all abutting properties.
- (vii) Property boundary survey.
- (viii) Adjacent buildings and structures within 100 feet of the property boundaries.
- (ix) All perimeter streets abutting the property, including right-of-way width.
- (x) Existing topographic conditions (two-foot intervals).
- (xi) Existing natural features (woods, ponds, streams, wetlands, slopes greater than 12 percent).
- (xii) Approximate location of existing and proposed utilities, including a preliminary utility and drainage concept plan.
- (xiii) Proposed uses within the PUD.
- (xiv) Conceptual layout of the development illustrating the general location of interior streets, access points to abutting streets, common open spaces, areas to be developed by type of use, parking areas and easements.

- (xv) Perspective sketches or photographs of representative building types, illustrating the proposed architectural style and building materials.
- (b) *Project narrative.* A written statement shall also be submitted with the application, providing the following information:
 - (i) Statement of how the PUD meets each of the qualifying conditions specified in section 90-417C.
 - (ii) Identification of the present owners of all land within the proposed project.
 - (iii) Explanation of the proposed character of the PUD, including a summary of acreage by use, number and type of dwelling units, gross residential density, area and percent of the project to be preserved as common open space, minimum lot sizes by type of use.
 - (iv) A complete description of any requested deviations from the minimum spatial or other requirements applying to the property, in accordance with section 90-419C(c).
 - (v) An explanation of why the proposed development should be given a density bonus, if applicable, in accordance with section 90-419C(d).
 - (vi) A general description of the proposed development schedule and anticipated phases.
 - (vii) Intended agreements, provisions and covenants to govern the use of the development, approval of building materials/architectural styles, and open space areas to be preserved.
 - (viii) A traffic impact analysis, per section 90-504(3), may be required, at the sole discretion of the review authority, as part of the conceptual plan submittal. Otherwise, it shall be required as part of the final site plan application.
 - (ix) A sewer impact study may be required, at the sole discretion of the review authority, as part of the conceptual plan submittal.
- (2) *Planning commission review.* Following receipt of a complete application package, the city planner will cause the application materials to be forwarded to the Planning Commission for review. After submission of a complete application and all required plans and information, the planning commission shall schedule and conduct a public hearing and make a recommendation to the city council regarding the rezoning to PUD and the concept plan, as follows:
 - (a) *Notice of hearing.* Public notice of the time, date, location and purpose of the hearing shall be provided, in accordance with the requirements of the Michigan Zoning Enabling Act.
 - (b) *Public hearing.* The planning commission shall conduct a public hearing in accordance with its rules of procedure.
 - (c) *Recommendation.* Following the public hearing, the commission shall recommend to council that the preliminary concept plan and PUD zoning be approved as presented, approved with supplementary conditions, or denied. The recommendation shall be based on the standards of section 90-512.
 - (d) *Project representation.* The applicant or authorized representative shall be present at all meetings at which the request is to be considered. If the applicant or authorized representative is not present, the matter may be tabled.
 - (e) *City council action.* Upon receiving the recommendation from the planning commission, council shall take final action on the request in accordance with the following:
 - (f) *Public hearing.* Council shall conduct a public hearing, notice of which shall be provided in accordance with the requirements of the Michigan Zoning Enabling Act.

- (g) *Action.* Following the public hearing, review of the PUD application and concept plan, and consideration of the planning commission recommendation, council shall approve, approve with supplementary conditions, or deny the preliminary concept plan, or final plan if the applicant chooses that option, and zoning change, based on the standards of section 90-512. In any case, council may table the matter at its discretion for further study.
 - (h) *Conditions.* Failure of the applicant to comply with any conditions of approval shall be considered a violation of this Ordinance and subject to all applicable enforcement, remedies and penalties provided for in this Ordinance.
 - (i) *Project representation.* The applicant or authorized representative shall be present at all meetings at which the request is to be considered. If the applicant or authorized representative is not present, the matter may be tabled.
- (c) *Final PUD review.* The following procedures shall be followed for the review of the final development plan.
- (1) *Timing.* An application for final development plan approval shall be filed not later than 24 months after the date of approval of the concept plan and zoning change, otherwise the concept plan approval shall be considered expired. One extension of up to 12 months may be authorized by the city planner for reason/cause. The applicant shall submit the request for extension in writing, prior to the expiration of the original approval period, to the city planner who shall make a written determination regarding the decision to extend or deny the extension. Both the request and the determination shall be made part of the record.
 - (2) *Pre-application conference.* Prior to submitting a formal application, the applicant shall schedule a meeting with the city planner to discuss the applicable requirements and materials, compliance with conditions that may have been imposed as part of the concept plan approval, review procedures, and conformance of the final development plan with the approved concept plan. The city planner shall notify other staff, as applicable. The purpose of this meeting is to discuss the proposed project and provide relevant information to the applicant. However, no statements or representations made at this meeting shall be construed to be a commitment or an assurance of approval on the part of the city.
 - (3) *Application.* An application for approval of the final development plan shall be submitted to the city planner by the property owner or owner's authorized representative. The application shall be filed on a form provided for that purpose, along with a fee established by the city council, including a final development plan and narrative containing the information specified in the following subsections. Incomplete applications will not be accepted and will not be processed or forwarded to the Planning Commission.
 - (a) *Final plan.* A final development plan, substantially consistent with the approved preliminary concept plan and containing all information required in section 90-504 (site plan), shall be submitted with the required application form. If required, a plat may be submitted concurrently in accordance with the subdivision requirements of this Ordinance.
 - (b) *Project narrative.* A project narrative shall also accompany the application and final development plan and provide the following:
 - (i) Proposed covenants and/or deed restrictions governing the use, design, maintenance, ownership, and control of development and common areas;
 - (ii) Identification of the entity responsible for maintenance of common areas;
 - (iii) Description of all deviations from the otherwise applicable zoning requirements;
 - (iv) Net and gross density of any residential component of the project;
 - (v) Open space calculations, identifying the gross acreage and percent of lands to be preserved as common open space, including calculations by phase of the development, if applicable;

- (vi) Restrictions or requirements regarding architectural style and/or building materials;
 - (vii) Improvements that would be the responsibility of the developer such as construction of roads, parks, utilities, pathways, sidewalks and similar elements; and
 - (viii) An anticipated development schedule by phase, if applicable.
- (4) *Private covenants and restrictions.*
- (a) Covenants and restrictions for the property within any PUD district are required and must be recorded with the Kent County Register of Deeds prior to the approval of a plat or issuance of a building permit. These restrictions shall run with the land to ensure that, if subdivided or developed in phases, the covenants and restrictions shall still be enforced.
 - (b) Covenants and restrictions shall:
 - (i) Be based on the conditions attached to the approved PUD application;
 - (ii) Subject each owner or person taking title to land located within the development to the terms and conditions of the covenants and restrictions as well as any other applicable regulations;
 - (iii) Provide for the ownership, development, management, and maintenance of any private open space, private community parking facilities, private community meeting spaces, or other common areas, as required by section 90-419C(e); and
 - (iv) Establish a condominium association, homeowner's association, or other entity that can ensure sufficient funding is provided by owners or occupants of the property in the PUD to maintain all private roads and other private infrastructure, signage, sidewalks, pathways, parking areas, green spaces, recreational facilities, community buildings, pools and other amenities within the development. The documentation shall be in a form acceptable to the city planner, city manager and city attorney.
- (5) *Phased projects.* If a proposed PUD is to be constructed in two (2) or more phases, final site plan approval may be granted for individual phases; provided, a complete plan for the entire development was first given concept plan approval and that each subsequent phase shall be submitted for final site plan approval and is consistent with the approved concept plan. The planning commission may require additional information beyond what is otherwise required if, in its judgment, more detailed information is necessary due to the size of the development; number of phases proposed; or the interrelationship of roads, utilities or drainage systems within the total site.
- (6) *Planning commission action.* Following receipt of a complete application package, the city planner shall cause the application materials to be forwarded to the planning commission for review. Following submission of a complete application and all required plans and information, the planning commission shall consider the application and take action to approve, approve with conditions, disapprove or table the final site plan, based on the review standards of section 90-512 and the site plan standards of section 90-505. The applicant or authorized representative shall be present at all meetings at which the request is to be considered. If the applicant or authorized representative is not present, the matter may be tabled.
- (7) *Performance guarantee.* In conjunction with the approval of a final development plan, the petitioner may be required to provide a performance guarantee for all public and common improvements, in accordance with section 90-504(2). The city council may require such financial assurance or the requirement to provide such financial assurance as a condition of approval of the rezoning or overall development plan for the subject site.
- (a) The performance guarantee shall address (i) the time(s) for starting and completing the construction and installation of public and common improvements, especially in relationship to issuance of construction and occupancy permits for dwelling, commercial

and other units within the PUD; (ii) provide one or more assurances for funding the costs of constructing and installing those public and common improvements; and (iii) provide funding for the costs of operating, maintaining, repairing, and, as may be needed to comply with applicable legal requirements, replacing or improving those public and common improvements.

- (b) The performance guarantee may include one or more of a variety of instruments, documents and methods which shall be in a form and substance acceptable to the city engineer, city planner, city attorney and city manager. The performance guarantee may include one or a combination of such approaches as, for example and not for limitation, the following, provided that together result in meeting the requirements in subsection (a).
 - (i) An enforceable agreement or enforceable covenants and restrictions recorded with the Kent County Register of Deeds, that no construction or occupancy permit(s) will be issued for certain components of the development until certain public or common improvements are completed.
 - (ii) Performance or surety bonds, payment bonds, letters of credit, escrowed funds, or other financial assurances that the city or PUD residents or property owners can access to ensure completion of the public or common improvements.
 - (iii) Provisions for condominium, homeowners', unit owners' or other association with the ability to levy and collect dues, assessments or other fees sufficient to fund the costs of operating, maintaining, repairing, and, as may be needed to comply with applicable legal requirements, replacing or improving those public and common improvements.
 - (c) It is the intent of this requirement to ensure the public and common area improvements are (i) properly constructed and installed, and (ii) properly operated, maintained, repaired, and, as may be needed to comply with applicable legal requirements, replaced or improved without costs to the city or other governmental entities and without inappropriate or unfairly apportioned costs among the owners and occupants of property within the PUD.
 - (d) Whether or not the performance guarantee proposed by the PUD applicant: (a) meets the requirements of this section; and (b) results in the appropriate and fair apportioning of costs will be determined by city council based on the recommendation of the planning commission, city engineer, city planner, city attorney and city manager.
- (8) *Expiration.* Approval of the final site plan by the Planning Commission shall expire 12 months after the date of that approval, unless substantial construction has been commenced and is continuing. An extension of up to 12 additional months may be granted, in accordance with the requirements of section 90-503(7).

Section 8. That Chapter 90, Article 5, Section 90-512 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-512. - Review standards.

In considering a PUD request, the planning commission and/or city council, as applicable, shall find that the proposed development meets all applicable requirements, as well as the following general standards:

- (a) *PUD purpose.* The proposed development shall be consistent with the stated purpose of this district, as found in section 90-416C for PUD-4 or section 90-420C for PUD-5.
- (b) *Qualifying conditions.* The proposed development shall satisfy each of the qualifying conditions, as stated in section 90-417C for PUD-4 or section 90-421C for PUD-5.
- (c) *Master plan.* The PUD shall be consistent with the recommended future land use patterns, goals, and relevant recommendations contained in the City of Wyoming Master Plan.

- (d) *Surrounding uses.* The development shall be compatible with the existing and intended uses surrounding the subject property.
- (e) *Natural environment.* The design and layout of the PUD shall be harmonious with the natural character of the site and surrounding area and shall employ best management practices to ensure their conservation.
- (f) *Public facilities and services.* The proposed development shall not place undue burden on the capacity of public facilities and services such as, but not limited to, roads, fire and police protection, water, sanitary sewer service and drainage.
- (g) *Health, safety, and welfare.* The PUD shall not contain uses or conditions of use that may be unduly injurious to the public health, safety or welfare.
- (h) *Consistent with all standards and requirements.* The proposed development shall conform to all applicable requirements of this ordinance, unless specifically modified and approved, as authorized by section 90-419C(C) for PUD-4 or section 90-424C for PUD-5.
- (i) *Final site plan.* The final site plan is substantially consistent with the representations made and plans shown during the prior preliminary concept plan stage of approval.
- (j) *Recognizable and substantial benefits.* Approval of the PUD will result in a recognizable and substantial benefit to the users of the project and to the community which would not otherwise be feasible or achievable under conventional zoning districts. The development shall provide two or more of the benefits specified in section 90-417C(H) for PUD-4 or three or more of the benefits specified in section 90-421C for PUD-5.

Section 9. That this ordinance shall take effect on _____, 2026.

Section 10. That MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 11-26

CITY OF WYOMING

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

April 29, 2026

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Article 4C and Sections 90-420C "Purpose", 90-421C "Qualifying conditions", 90-422C "Principal permitted uses", 90-423C "Permitted uses after special approval", 90-424C "Development standards", 90-511 "Application procedures for PUD-4", and 90-512 "Review standards".

Planning Commission Recommendation: To approve the subject Zoning Ordinance amendments.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 21, 2026. At the meeting, a motion was made by Zapata, supported by LaPlaca, to recommend that City Council approve the proposed text amendments. The motion to approve passed 6 to 1.

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

Three golf courses currently operate in the City of Wyoming. All the courses are residentially zoned, which limits their growth. The proposed PUD-5 Planned Golf Entertainment District would apply to golf courses that wish to offer complementary, low-volume business recreation activities to support the primary golf course. The purpose of this PUD district is to encourage creative and innovative land development that aligns with the city's desired land use, all of which is not typically possible under traditional zoning.

Residential districts permit golf courses, but courses are required to meet the same accessory building standards as single-family residential parcels. Operating a golf course under these conditions is difficult considering the equipment needed for course maintenance and cart storage alone. These regulations have limited the growth of Wyoming golf courses in the past.

There are additional amenities typically offered by golf courses across the state, such as a wedding venue or restaurant, that allow golf courses to maintain their customer bases and overcome seasonality. Wyoming golf courses desire to offer these complementary business recreation activities that continue their status as low-volume recreational amenities in the community.

The proposed text amendments create the PUD-5 district and set qualifications, permitted uses, building allowances, and review procedures for properties that wish to offer expanded business recreation activities in addition to the primary golf course.

No comments were made during the public hearing.

In the Planning Commission meeting, Commissioner Zapata verified that a golf course could rezone for future residential development. Commissioner LaPlaca asked about the building lot coverage percentage rationale, and Commissioner Lamer asked for Maple Hill's existing lot coverage. Commissioner Weller expressed his support. Commissioner Hall voiced concerns about the ease of future housing development on existing courses, and Commissioner LaPlaca spoke about the value of recreational space. The proposed zoning code text amendments are attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Joel Klaassen', is written over a light gray rectangular background.

Joel Klaassen, Acting Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 3

DATE DISTRIBUTED: April 14, 2026

PLANNING COMMISSION DATE: April 21, 2026

ACTION REQUESTED: Request to amend Zoning Code Article 4C and Sections 90-420C “Purpose”, 90-421C “Qualifying conditions”, 90-422C “Principal permitted uses”, 90-423C “Permitted uses after special approval”, 90-424C “Development standards”, 90-511 “Application procedures for PUD-4”, and 90-512 “Review standards”

REQUESTED BY: Planning Staff

REPORT PREPARED BY: Colton Hyble, Planner I
Julian Edouard, Economic Development Specialist

GENERAL BACKGROUND:

Within the City of Wyoming, there are four Planned Unit Development (PUD) districts adopted by the City to serve both specific and general development types. The purpose of these districts is to encourage creative and innovative land development that aligns with the city’s desired land use, all of which is not typically possible under traditional zoning. Three golf courses currently operate in the City of Wyoming. All the courses are residentially zoned, which limits their growth. The proposed PUD-5 Planned Golf Entertainment District would apply to golf courses that wish to offer complementary, low-volume business recreation activities to support the primary golf course.

PURPOSE FOR THE CREATION OF A NEW PUD DISTRICT:

Unique Zoning Challenges

Among the three existing courses in the City of Wyoming, all properties are residentially zoned. Golf courses are permitted in these districts as a special land use, but the courses are required to meet the same code standards as single family residential parcels. This designation constrains golf courses regarding accessory buildings, which are limited to two buildings. While this is typical for a single family parcel, golf courses typically require additional structures beyond the pro shop when considering bathrooms, maintenance, cart and similar storage, and pavilions. Currently, the code acts as a limitation to golf courses that desire the facilities to support golf course activities.

In the past, golf courses within the City have applied for, and were granted, a series of narrowly tailored variances, such as additional accessory buildings, alterations to screening requirements, or permitted signage for the primary building. Many of these variance requests

represent typical golf course operations when considering the nature of the sport and the required equipment that is expected of a modern golf course. Granting repetitive variances for a particular use essentially disqualifies a property from receiving future variances, since the conditions are no longer exceptional or extraordinary. This process has occurred on nearly all of Wyoming's courses. These variances point to the need for specialized regulations for golf courses, as this use is unlike any other residentially zoned use.

Demand and Economic Benefits

Over recent decades, the environment of recreational golf has advanced beyond a course and a simple clubhouse. To maintain a strong customer base and overcome seasonality that is inherent in the state of Michigan, many golf courses have turned to other business recreation activities complementary to a golf course. It is common to eat dinner in a restaurant, play virtual golf, or attend weddings at most golf courses across the state. Despite this, the City's zoning code does not permit these types of activities on residentially zoned properties.

All Wyoming golf courses have expressed the desire to provide these types of business recreation activities. Whether that includes a wedding venue, expanded pro shop, covered driving range, or pickleball courts, increased business recreation activity can benefit the golf course and Wyoming community. The proposed PUD will allow these types of activities if embedded within golf courses.

Neighborhood Sensitivity

Historically, golf courses have been permitted in residential areas because they preserve green space in the community, create recreational amenities, and have low-volume commercial activity. Under traditional zoning, any additional commercial activities would require a commercial zone, which permits various commercial types beyond those that complement a golf course. To ensure that any additional business recreation activities can support golf courses while maintaining the character of the neighborhood, the PUD facilitates specified uses and increased setbacks from residential properties. This permits golf courses to grow without negatively impacting neighboring communities, ultimately continuing their status as low-volume recreational amenities preserving green space.

SPECIFIC REQUIREMENTS:

Qualifications

In order to create a PUD that will benefit golf courses in the City of Wyoming, the essential qualification is a golf course as the primary use. When compared to other PUD types within the City, PUD-5 does not make an allocation for any type of housing to be included in the development. The PUD shall achieve recognizable and substantial benefits that may not be possible under existing zoning. Properties in the new district are intended to meet at least three of the following community impacts:

- (1) A complementary mix of land uses or low-volume commercial types within the PUD,
- (2) Preservation of green space and natural features within the PUD,
- (3) Preservation of the character of surrounding neighborhoods,
- (4) Provision of recreational opportunities unique and attractive to the greater metropolitan region.

- (5) Coordinated redevelopment of multiple lots or parcels, and/or
- (6) Creation of a community asset that addresses adjacent neighborhood needs and feedback while serving the greater community.

All application procedures and review standards will be similar to PUD-4.

Permitted Uses

To address the changing environment of golf, permitted uses within PUD-5 will create parity with both historic and modern golf course operations across the nation. Uses such as golf course retail sales, maintenance storage, and driving ranges will continue to be permitted, and expanded business recreation activities will allow golf courses to offer additional activities to their customer base. These activities include miniature golf, event centers, pickleball courts, virtual simulators, and covered driving ranges.

Building Allowances

To address the limited accessory structure allowance under current zoning, PUD-5 permits increased building coverage based on total land area. By doing so, the PUD is reducing overly burdensome regulations while ensuring golf courses maintain their valued green space. Maximum building lot coverage is 1.75% of the total land area, which can be split among business recreation buildings, maintenance and warehouse buildings, and incidental structures.

Currently, a golf course is limited to the clubhouse and two accessory buildings. PUD-5 permits a total of 13 buildings for an 18-hole golf course. This system allows flexibility tailored to the needs and specialties of each golf course.

PROPOSED ORDINANCE AMENDMENT:

Staff recommends the following attached ordinances. The proposed text amendments have been highlighted in **green** ink.

PLANNING COMMISSION ACTION:

The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Zoning Code Article 4C and Sections 90-420C “Purpose”, 90-421C “Qualifying conditions”, 90-422C “Principal permitted uses”, 90-423C “Permitted uses after special approval”, 90-424C “Development standards”, 90-511 “Application procedures for PUD-4”, and 90-512 “Review standards” and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:

Nicole Hofert, Deputy City Manager

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kip Snyder, Director of Public Safety

Joel Klaassen, Acting Director of Community and Economic Development

Weller asked about screening on the north of property and if the developer planned for a fence in between the gasoline station and the housing project.

Gauss replied that the intent is to have future cross-connection for a walkway and access between the sites, so the plan is to have more of a natural barrier such as thicker hedges that does not require maintenance like a fence would.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3

Request to amend Zoning Code Article 4C and Sections 90-420C “Purpose”, 90-421C “Qualifying Conditions”, 90-422C “Principal Permitted Uses”, 90-423C “Permitted uses after special approval”, 90-424C “Development standards”, 90-511 “Application procedures for PUD-4”, and 90-512 “Review Standards” (Wyoming Planning Staff)

Hyble said that within the City of Wyoming, there are four Planned Unit Development (PUD) districts adopted by the City to serve both specific and general development types. The purpose of these districts is to encourage creative and innovative land development that aligns with the city’s desired land use, all of which is not typically possible under traditional zoning. Three golf courses currently operate in the City of Wyoming. All the courses are residentially zoned, which limits their growth. The proposed PUD-5 Planned Golf Entertainment District would apply to golf courses that wish to offer complementary, low-volume business recreation activities to support the primary golf course.

Hyble then outlined the purpose of the creation and specific qualifications of the proposed district.

PURPOSE FOR THE CREATION OF A NEW PUD DISTRICT:

Unique Zoning Challenges

Among the three existing courses in the City of Wyoming, all properties are residentially zoned. Golf courses are permitted in these districts as a special land use, but the courses are required to meet the same code standards as single family residential parcels. This designation constrains golf courses regarding accessory buildings, which are limited to two buildings. While this is typical for a single family parcel, golf courses typically require additional structures beyond the pro shop when considering bathrooms, maintenance, cart and similar storage, and pavilions. Currently, the code acts as a limitation to golf courses that desire the facilities to support golf course activities.

In the past, golf courses within the City have applied for, and were granted, a series of narrowly tailored variances, such as additional accessory buildings, alterations to screening requirements, or permitted signage for the primary building. Many of these variance requests

represent typical golf course operations when considering the nature of the sport and the required equipment that is expected of a modern golf course. Granting repetitive variances for a particular use essentially disqualifies a property from receiving future variances, since the conditions are no longer exceptional or extraordinary. This process has occurred on nearly all of Wyoming's courses. These variances point to the need for specialized regulations for golf courses, as this use is unlike any other residentially zoned use.

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All Wyoming golf courses have expressed the desire to provide these types of business recreation activities. Whether that includes a wedding venue, expanded pro shop, covered driving range, or pickleball courts, increased business recreation activity can benefit the golf course and Wyoming community. The proposed PUD will allow these types of activities if embedded within golf courses.

Neighborhood Sensitivity

Historically, golf courses have been permitted in residential areas because they preserve green space in the community, create recreational amenities, and have low-volume commercial activity. Under traditional zoning, any additional commercial activities would require a commercial zone, which permits various commercial types beyond those that complement a golf course. To ensure that any additional business recreation activities can support golf courses while maintaining the character of the neighborhood, the PUD facilitates specified uses and increased setbacks from residential properties. This permits golf courses to grow without negatively impacting neighboring communities, ultimately continuing their status as low-volume recreational amenities preserving green space.

SPECIFIC REQUIREMENTS:

Qualifications

In order to create a PUD that will benefit golf courses in the City of Wyoming, the essential qualification is a golf course as the primary use. When compared to other PUD types within the City, PUD-5 does not make an allocation for any type of housing to be included in the development. The PUD shall achieve recognizable and substantial benefits that may not be possible under existing zoning. Properties in the new district are intended to meet at least three of the following community impacts:

- (1) A complementary mix of land uses or low-volume commercial types within the PUD,
- (2) Preservation of green space and natural features within the PUD,

- (3) Preservation of the character of surrounding neighborhoods,
 - (4) Provision of recreational opportunities unique and attractive to the greater metropolitan region.
 - (5) Coordinated redevelopment of multiple lots or parcels, and/or
 - (6) Creation of a community asset that addresses adjacent neighborhood needs and feedback while serving the greater community.
- All application procedures and review standards will be similar to PUD-4.

Permitted Uses

To address the changing environment of golf, permitted uses within PUD-5 will create parity with both historic and modern golf course operations across the nation. Uses such as golf course retail sales, maintenance storage, and driving ranges will continue to be permitted, and expanded business recreation activities will allow golf courses to offer additional activities to their customer base. These activities include miniature golf, event centers, pickleball courts, virtual simulators, and covered driving ranges.

Building Allowances

To address the limited accessory structure allowance under current zoning, PUD-5 permits increased building coverage based on total land area. By doing so, the PUD is reducing overly burdensome regulations while ensuring golf courses maintain their valued green space. Maximum building lot coverage is 1.75% of the total land area, which can be split among business recreation buildings, maintenance and warehouse buildings, and incidental structures.

Currently, a golf course is limited to the clubhouse and two accessory buildings. PUD-5 permits a total of 13 buildings for an 18-hole golf course. This system allows flexibility tailored to the needs and specialties of each golf course.

Hyble said The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Zoning Code Article 4C and Sections 90-420C “Purpose”, 90-421C “Qualifying conditions”, 90-422C “Principal permitted uses”, 90-423C “Permitted uses after special approval”, 90-424C “Development standards”, 90-511 “Application procedures for PUD-4”, and 90-512 “Review standards” and recommend the same to City Council.

Randall opened the public hearing at 7:55PM. There was no public comment and the hearing was closed.

A vote was made by Zapata, supported by LaPlaca to adopt the proposed text amendments to Zoning Code Article 4C and Sections 90-420C “Purpose”, 90-421C “Qualifying conditions”, 90-422C “Principal permitted uses”, 90-423C “Permitted uses after special approval”, 90-424C “Development standards”, 90-511 “Application procedures for PUD-4”, and 90-512 “Review standards” and recommend the same to City Council.

Zapata mentioned that The Pines Golf Course had previously gone before Planning Commission for a residential project. Zapata asked if these changes would preclude a golf course from doing a residential project in the future.

Hyble replied that the properties would have to rezone to the new PUD district and they can always rezone out of it for residential development.

LaPlaca asked why 1.75% lot coverage was chosen.

Hyble explained that was the percentage that was able to accommodate all the different desires of golf courses while not allowing excessive lot coverage or buildings.

Hofert said the project required significant hard work and dedication, not only from staff but also from golf course owners and the county. She noted that all parties worked together to find solutions that understand the future of golf courses and allow the City to support their continued operation.

Lamer asked staff for the existing building lot percentage on Maple Hill.

Hyble said the total lot coverage is approximately 30,000 square feet, so they would still have the ability to expand.

Lamer asked if a second floor would be considered square footage or just the footprint.

Hyble said it is based off the footprint, but building height restrictions would be enforced.

Weller stated that he considered this a good idea to keep golf courses in business and profitable.

Hall said the text amendment proposal is not compatible with the master plan, citing master plan goals to increase housing supply, diversify housing types, and use land strategically. Hall added that housing is a priority, and this district preserves large areas, prohibits housing, and would be more difficult to redevelop for housing due to public concern.

LaPlaca said he understands that perspective and stated the importance of having recreational spaces in the City. LaPlaca spoke in favor of helping golf courses grow and reducing barriers for various types of developments.

Hofert commented on the balanced nature of a desirable community and the purpose of this text amendment to support local businesses and recreational space. Hofert said the master plan looks

for opportunities to bring housing, maintain green space for the community, and encourage continued business investment in the community.

A vote on the motion passed 6 to 1. Commissioners Gilreath-Watts, Lamer, LaPlaca, Randall, Weller, and Zapata voted yes on the motion. Commissioner Hall voted no on the motion.

Agenda Item No. 4

Request for a rezoning from PUD-4 General Planned District to R-2 Residential District at 1006 26th St SW (Section 11) (Grace Christian University, Grace Bible College)

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

Blair said that the applicant is proposing to rezone the property at 1006 26th St SW to R-2 Residential District. The parcel is adjacent to existing R-2 zoned parcels to the east along 26th St SW. There are multiple established R-2 neighborhoods within 600 feet of the proposed rezoning, and this parcel was zoned R-2 prior to the PUD's creation in 2020. The applicant intends to sell the property to be used as a residential home.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

- (a) *Consistency with the adopted master plan;*
The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Traditional Residential, which includes both single family and duplex dwelling units. The applicant's proposal to return this parcel to R-2 and therefore Traditional Residential, aligns with the adopted Master Plan. This standard is met.
- (b) *Compatibility of the allowed uses with existing and future land uses;*
Currently, both PUD-4 and R-2 allow for single family homes. However, with the proposed rezoning, the property would be able to support redevelopment and future residential expansion that would otherwise be constrained by the size of the parcel in combination with the requirements of the PUD-4 standards. This standard is met.
- (c) *Capability of the property to be served by public services;*
The property is currently served by public services and utilities.
- (d) *Ability of the property to be used as currently zoned; and*
The parcel is currently zoned PUD-4, which allows for multiple residential, commercial,