CITY OF WYOMING

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MICHIGAN

AGENDA
WYOMING CITY COUNCIL MEETING
COUNCIL CHAMBERS
MONDAY, JULY 6, 2026, 7:00 P.M.

1) **Call to Order**
2) **Invocation – Wayne Ondersma, The PIER 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 June 15, 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.
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
   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 and Reappoint Members to Boards, Commissions, and Committees for the City of Wyoming
   b) To Appoint Dave Dishaw as a Member of the Planning Commission for the City of Wyoming

c) Of Appreciation to Barbara VanDuren for Her Service as a Member of the Community Development Committee of the City of Wyoming
d) Of Appreciation to Kalene McElveen for Her Service as a Member of the Community Development Committee of the City of Wyoming
e) Of Appreciation to Kathryn Chambliss for Her Service as a Member of the Community Development Committee of the City of Wyoming
f) Of Appreciation to Molly Perez for Her Service as a Member of the Community Development Committee of the City of Wyoming
g) Of Appreciation to Tanell Hills for Her Service as a Member of the Community Development Committee of the City of Wyoming
h) Of Appreciation to David Alex Smart for His Service as a Member of the Planning Commission of the City of Wyoming
i) Of Appreciation to David Britten for His Service as a Member of the Historical Commission of the City of Wyoming
j) Of Appreciation to Ellen Akhurst for Her Service as a Member of the Parks and Recreation Commission of the City of Wyoming
k) Of Appreciation to Eugene Kort for His Service as a Member of the Parks and Recreation Commission of the City of Wyoming
l) Of Appreciation to Steven Balk for His Service as a Member of the Officers Compensation Commission of the City of Wyoming

14) Resolutions

m) To Consider an Application from Frank Vitale LLC for a New Class C Liquor License to be Located at 1375 28th Street SW, Wyoming, MI 49509
n) To Schedule a Public Hearing to Correct Special Assessment #26-825 Related to the Costs for the Kent Industrial Center Median Irrigation System and Maintenance Costs

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

o) To Accept Quotes for the Purchase of Playground Equipment for Battjes and Jackson Park
p) To Authorize the Purchase of Vehicles and Equipment
q) For the Purchase of De-Icing Salt
r) For the Purchase of Traffic Signal Equipment
s) For the Purchase of a Strobic Exhaust Fan
t) For the Purchase of a Screw Pump Gearbox Replacement
u) To Enter Into a Service Agreement for Turbo Blowers at the Wastewater Treatment Plan
v) To Concur with the Emergency Repair of a Chemical Feed Line and Authorize Payment to Underwater Construction Corporation
w) For Award of Bids
   1. Cold Vapor Atomic Absorption Mercury Analyzer System
   2. Flow Meters

16) Ordinances

13-26 To Amend Zoning Code Sections 90-202 “Definitions B”, 90-204 “Definitions D”, 90-208 “Definitions H”, 90-219 “Definitions S”, and 90-2119 “Definitions S” (First Reading)
14-26 To Amend Chapter 10, Article I, of the Code of Ordinances, Addressing Short-Term Rental Regulation (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

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

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 horasantes de la reunion para hacer arreglos para el alojamiento apropiado.

07/06/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION TO APPOINT AND REAPPOINT MEMBERS TO BOARDS, COMMISSIONS, AND COMMITTEES FOR THE CITY OF WYOMING

WHEREAS:

1. It is the desire of the City Council that members are appointed, and reappointed to serve on certain Boards, Commissions, and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby appoint, and reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming.
2. That the City Council for the City of Wyoming, Michigan, does hereby recognize that the duties of the Community Development Committee are in a process of transition to Kent County and that the named members shall serve until the dissolution of the board is complete and all duties have transitioned to Kent County.

BOARD, COMMISSION OR COMMITTEE

Community Development Committee
Jonathan Cauchi
Ryan Quanstrom
Juan Rosario

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 July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

07/06/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION TO APPOINT DAVE DISHAW AS A MEMBER OF THE PLANNING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Dave Dishaw has submitted an application requesting appointment to the Planning Commission for the City of Wyoming.
2. A vacancy exists for a regular term ending June 30, 2029.
3. Mayor Vanderwood has recommended that Dave Dishaw be appointed as a member of the Planning Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Dave Dishaw to the Planning Commission for the regular term ending June 30, 2029.

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 July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

7/6/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO BARBARA VANDUREN FOR HER SERVICE AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE OF THE CITY OF WYOMING

WHEREAS:

1. Barbara VanDuren has served faithfully and effectively as a member of the Community Development Committee since 2024.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and residents of the City of Wyoming wish to express their deep appreciation to Barbara VanDuren for her dedicated service as a member of the Community Development Committee.

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 July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

7/6/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO KALENE MCELVEEN FOR HER SERVICE AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE OF THE CITY OF WYOMING

WHEREAS:

1. Kalene McElveen has served faithfully and effectively as a member of the Community Development Committee since 2020.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and residents of the City of Wyoming wish to express their deep appreciation to Kalene McElveen for her dedicated service as a member of the Community Development Committee.

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 July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

7/6/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO KATHRYN CHAMBLISS FOR HER SERVICE AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE OF THE CITY OF WYOMING

WHEREAS:

1. Kathryn Chambliss has served faithfully and effectively as a member of the Community Development Committee since 2024.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and residents of the City of Wyoming wish to express their deep appreciation to Kathryn Chambliss for her dedicated service as a member of the Community Development Committee.

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 July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

7/6/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO MOLLY PEREZ FOR HER SERVICE AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE OF THE CITY OF WYOMING

WHEREAS:

1. Molly Perez has served faithfully and effectively as a member of the Community Development Committee since 2024.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and residents of the City of Wyoming wish to express their deep appreciation to Molly Perez for her dedicated service as a member of the Community Development Committee.

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 July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

7/6/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO TANELL HILLS FOR HER SERVICE AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE OF THE CITY OF WYOMING

WHEREAS:

1. Tanell Hills has served faithfully and effectively as a member of the Community Development Committee since 2024.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and residents of the City of Wyoming wish to express their deep appreciation to Tanell Hills for her dedicated service as a member of the Community Development Committee.

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 July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

7/6/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO DAVID ALEX SMART FOR HIS SERVICE AS A MEMBER OF THE PLANNING COMMISSION OF THE CITY OF WYOMING

WHEREAS:

1. David Alex Smart has served faithfully and effectively as a member of the Planning Commission since 2023.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and residents of the City of Wyoming wish to express their deep appreciation to David Alex Smart for his dedicated service as a member of the Planning Commission.

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 July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

7/6/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO DAVID BRITTEN FOR HIS SERVICE AS A MEMBER OF THE HISTORICAL COMMISSION OF THE CITY OF WYOMING

WHEREAS:

1. David Britten has served faithfully and effectively as a member of the Historical Commission since 2021.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and residents of the City of Wyoming wish to express their deep appreciation to David Britten for his dedicated service as a member of the Historical Commission.

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 July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

7/6/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO ELLEN AKHURST FOR HER SERVICE AS A MEMBER OF THE PARKS AND RECREATION COMMISSION OF THE CITY OF WYOMING

WHEREAS:

1. Ellen Akhurst has served faithfully and effectively as a member of the Parks and Recreation Commission since 2021.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and residents of the City of Wyoming wish to express their deep appreciation to Ellen Akhurst for her dedicated service as a member of the Parks and Recreation Commission.

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 July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

7/6/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO EUGENE KORT FOR HIS SERVICE AS A MEMBER OF THE PARKS AND RECREATION COMMISSION OF THE CITY OF WYOMING

WHEREAS:

1. Eugene Kort has served faithfully and effectively as a member of the Parks and Recreation Commission since 2020.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and residents of the City of Wyoming wish to express their deep appreciation to Eugene Kort for his dedicated service as a member of the Parks and Recreation Commission.

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 July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

7/6/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO STEVEN BALK FOR HIS SERVICE AS A MEMBER OF THE OFFICERS COMPENSATION COMMISSION OF THE CITY OF WYOMING

WHEREAS:

1. Steven Balk has served faithfully and effectively as a member of the Officers Compensation Commission since 2023.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and residents of the City of Wyoming wish to express their deep appreciation to Steven Balk for his dedicated service as a member of the Officers Compensation Commission.

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 July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____
(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Resolution No. _____

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a regular (regular or special) meeting of the Wyoming City (name of township, city, village) council/board called to order by Mayor Vanderwood on July 6, 2026 (date) at 07:00 p.m. (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Frank Vitale LLC
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): New Class C Liquor License
(list specific licenses requested)

to be located at: 1375 28th Street SW, Wyoming, MI, 49509

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the Wyoming City (name of township, city, village) council/board at a regular (regular or special) meeting held on July 6, 2026 (date)

Kelli VandenBerg
Print Name of Clerk

_____
Signature of Clerk

_____
Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Overnight packages: 2407 N. Grand River, Lansing, MI 48906
Fax to: 517-763-0059

LARA is an equal opportunity employer/program.Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

CITY OF WYOMING

City Clerk | 1155 28th St. SW, Wyoming, MI 49509
616.530.7296 | Fax 616.530.7200 | wyomingmi.gov

STAFF REPORT

Date:	June 24, 2026
Subject:	New Class C Liquor License Frank Vitale LLC, 1375 28th Street SW
From:	Evan Remer
Council Meeting Date:	Monday, July 6, 2026

Frank Vitale LLC has applied for a new Class C Liquor License for a new business located at 1375 28th Street SW. A Class C License is a quota-based license. The Frankie V's restaurant has operated under a general business license at an alternate address in good standing with the City of Wyoming for many years.

A review of the application was requested from the Police Department, City Treasurer, Chief Building Official and the City's Development Review Team. All entities have reviewed the application and are recommending approval.

I have drafted a resolution to approve the application in the required Liquor Control Commission format for City Council's consideration.

Attachments: Departmental Reviews

LIQUOR LICENSE APPLICATION – DEPARTMENT REVIEW

APPLICANT(S): FRANK VITALE LLC	PROPOSED LICENSE LOCATION: 1375 28TH STREET SW
LICENSE TYPE: CLASS C	

DEVELOPMENT REVIEW TEAM

The Development Review Team has reviewed the application for the proposed liquor license and recommend

- ☑ approval
- ☐ denial

of the license application by the City Council.

Comments: _____

_____

(Explain recommendation for denial)

_____ Date: 6/17/2026

Development Review Team

LIQUOR LICENSE APPLICATION – DEPARTMENT REVIEW

APPLICANT(S): FRANK VITALE LLC	PROPOSED LICENSE LOCATION: 1375 28TH STREET SW
LICENSE TYPE: CLASS C	

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS X IS NOT _____ in compliance with Sections 14-42 through 14-46 of the City Code.

_____ Date: 5/27/26

Lew Manley, Building Official

LIQUOR LICENSE APPLICATION – DEPARTMENT REVIEW

APPLICANT(S): FRANK VITALE LLC	PROPOSED LICENSE LOCATION: 1375 28TH STREET SW
LICENSE TYPE: CLASS C	

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Sections 14-42 through 14-46 of the City Code and find the application(s) are in good standing with the City.

_X_ Yes _____ No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

Utility Bill Acct 000057352 $461.70 - not due until 06/04/2026.

Digitally signed by Traci Shaffer
DN: cn=Traci Shaffer, c=US, o=City of Wyoming, email=traci.shaffer@wyomingmi.gov
Date: 2026.06.01 14:47:34 -04'00'

Date: 06/01/2026

Traci Shaffer, Treasurer

LIQUOR LICENSE APPLICATION – DEPARTMENT REVIEW

APPLICANT(S): FRANK VITALE LLC	PROPOSED LICENSE LOCATION: 1375 28TH STREET SW
LICENSE TYPE: CLASS C	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Sections 14-42 through 14-46 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
   __X__ Yes _____ No
2. Is the proposed location satisfactory for this business?
   __X__ Yes _____ No
3. Should this request be considered for approval by the City Council?
   __X__ Yes _____ No

Eric Wiler Date: 6/18/26

Eric Wiler, Act. Police Chief

07/06/2026
TS

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING TO CORRECT SPECIAL ASSESSMENT #26-825 RELATED TO THE COSTS FOR THE KENT INDUSTRIAL CENTER MEDIAN IRRIGATION SYSTEM AND MAINTENANCE COSTS

WHEREAS:

1. On May 4th, 2026, the City Council approved special assessment roll #26-825 for irrigation system repair and maintenance.
2. Resolution 28710 accepted a one-year supplemental assessment, apportioned using the same formulas contained in the Association's original assessment #23-816.
3. The proposed roll accompanying the resolution did not follow the original formula contained in the calculation of the original assessment.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Treasurer is directed to correct special assessment roll #26-825 to reflect the same boundaries and parcel apportionment formulas in accordance with the original assessment.
2. The proposed roll shall be filed with the City Treasurer for public examination.
3. The City Council will hold a public hearing during its regular meeting on July 20, 2026, at 7:00 p.m., to hear from owners of parcels to be assessed on the proposed revised roll.
4. Staff are directed to provide notice of the time and place of the hearing:
    a. Published once in the Grand Rapids Press, not less than 5 days prior to the hearing; and
    b. Sent by first-class mail to each property owner subject to the assessment at least 10 days prior to the hearing.

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 July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Exhibit A - Proposed Assessment Roll

CITY OF WYOMING | TREASURER

1155 28th Street SW, Wyoming, MI 49509
616.530.7278 | Fax 616.530.3177 | wyomingmi.gov

Date: June 23, 2026

Subject: Kent Industrial Center Special Assessment

From: Traci Shaffer, Treasurer

CC: John Shay, City Manager

Meeting Date: July 6, 2026

RECOMMENDATION:

It is recommended that the City Council approve a resolution to schedule a public hearing to correct special assessment roll #26-825, related to the Maintenance Costs for Roger B Chaffee Memorial Boulevard medians.

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:

On May 4th, 2026, the City Council approved a supplemental assessment of $102,000.00 for the Kent Industrial Association to fund maintenance projects for the Roger B. Chaffee median. The intent was to assess a one-year installment in the same amount as the original assessment installment. A correction to the approved special assessment #26-825 is required. The attached resolution confirms the hearing date for approval of the corrected roll.

BUDGET IMPACT:

The one-year special assessment remains budget-neutral.

Special Assessment Roll 26-825 Corrected Roll

8:37 AM

All Special Assessments

SUMMER/WINTER SEASONS

Parcel No	Owners Name	Sp. Assessment	Amount
41-18-18-326-001	TLW BUILDING ONE LLC 200 32ND ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	216.15
41-18-18-326-010	VERHOFF HOLDINGS LLC 3370 JEFFERSON AVE SE 3380 WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	227.7
41-18-18-326-012	2002 GONZALEZ FAMILY TRUS 3420 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	227.7
41-18-18-326-016	SMV GROUP LLC 3540 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	113.85
41-18-18-326-017	JND WAREHOUSE LLC 3560 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	226.05
41-18-18-326-018	WEST MICHIGAN CREDIT UNIO 201 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	283.8
41-18-18-326-022	MING-YEN PROPERTY LLC 357 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	348.15
41-18-18-326-023	GANO ENTERPRISES LLC 230 32ND ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	113.85
41-18-18-326-024	KENT COMMERCE CENTER INC 240 32ND ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	115.5
41-18-18-326-028	GOODALE FAMILY LLC 3303 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	559.35
41-18-18-326-029	STITCH LLC 3313 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	176.55
41-18-18-326-030	113 W MICHIGAN LLC 3323 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	183.15
41-18-18-326-032	WILLIAM L ZIMDAR TRUST 3343 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	226.05
41-18-18-326-033	3353 LOUSMA DR LLC 3353 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	226.05
41-18-18-326-034	FISK REEDS RE LLC 3403 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	227.7

41-18-18-326-035	CADILLAC NEW LMTD PRTNRSH 3413 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	227.7
41-18-18-326-036	3423 LOUSMA LCC 3423 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	247.5
41-18-18-326-039	3513 YAT SAT LLC 3513 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	300.3
41-18-18-326-041	TIGHT LINE LLC 3522 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	610.5
41-18-18-326-042	INSURANCE RESOURCE GROUP 3422 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	265.65
41-18-18-326-043	KENT COMMERCE CENTER INC 3412 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	260.7
41-18-18-326-044	KENT COMMERCE CENTER INC 3417 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	262.35
41-18-18-326-045	KENT COMMERCE CENTER INC 3322 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	231
41-18-18-326-046	OAK STREET INVESTMENT GRA 3312 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	222.75
41-18-18-326-047	GSI GRAND RAPIDS LLC 3363 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	930.6
41-18-18-326-048	KENT COMMERCE CENTER INC 3413 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,687.95
41-18-18-326-049	COFFMAN LIVING TRUST, RIC 3300 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	457.05
41-18-18-326-054	QJ PROPERTIES LLC 3520 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	226.05
41-18-18-326-055	G & K SERVICES CO 3433 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	402.6
41-18-18-326-056	GOODALE FAMILY LLC 3503 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	298.65
41-18-18-326-060	BLACK'S ENTERPRISES LLC 3400 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	97.35
41-18-18-326-061	WIKOFF COLOR CORP OF S.C. 3410 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	130.35
41-18-18-326-071	VAN KOEVERING FAMILY LIM 330 32ND ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	681.45

	WYOMING MI 49548		
41-18-18-326-065	ROOTED INVESTMENTS LLC 3331 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	171.6
41-18-18-326-066	ZIMDAR PROPERTIES INC 3333 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	169.95
41-18-18-326-068	GOODALE FAMILY LLC 3281 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	2,956.80
41-18-18-326-069	PB & JB PROPERTIES LLC 3480 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	339.9
41-18-18-326-070	255 36TH ST LLC 255 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	684.75
41-18-18-390-001	AIRTECH PROPERIES I LLC 3523 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	267.3
41-18-18-390-002	BROWNING PROPERTIES LLC 3525 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	267.3
41-18-18-390-003	CSA PROPERTY HOLDINGS LLC 3529 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	160.05
41-18-18-451-003	H & M LEASING LLC 405 36TH ST SE 425 WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	237.6
41-18-18-451-005	GREEN CANE PROPERTY LLC 507 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	826.65
41-18-18-451-006	TNT KALAMAZOO ENTERPRISES 459 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	148.5
41-18-18-451-007	NOBLE HEIGHTS REAL ESTATE 475 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	146.85
41-18-18-451-009	NOBLE HEIGHTS REAL ESTATE 3535 ROGER B CHAFFEE SE Wyoming MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,216.05
41-18-18-451-011	MAXEM PROPERTIES LLC 3457 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	2,394.15
41-18-18-451-012	JFH PROPERTIES LLC 3513 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	895.95
41-18-18-476-006	BLUEWATER CORPORATE CENTE 3516 ROGER B CHAFFEE SE 3594 WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	3,138.30
41-18-18-476-007	SUSAN SIPHRON TRUST 551 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	673.2
41-18-18-476-008	BAPTIST MID-MISSIONS	SAKENT26: KENT INDUSTRIAL SUPPL	226.05

	609 36TH ST SE WYOMING MI 49548		
41-18-18-476-012	CONSUMERS ENERGY 799 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	204.6
41-18-18-476-013	STEPHENS PIPE & STEEL LLC 3400 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	3,397.35
41-18-18-476-014	TIC INVESTORS CHAFFEE LLC 3470 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	2,887.50
41-18-18-476-015	HOPE NETWORK WEST MICHIGA 755 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,059.30
41-18-18-476-019	HOPE NETWORK WEST MICHIGA 795 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	460.35
41-18-18-476-020	HOPE NETWORK WEST MICHIGA 775 36TH ST SE 781 WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	547.8
41-18-18-476-021	MORRISON INDUSTRIAL EQUIP 653 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	221.1
41-18-18-476-022	701 36TH STREET LLC 701 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	306.9
41-18-18-476-024	SRC SCHULTZ HOLDINGS LLC 400 32ND ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	846.45
41-18-18-476-025	KELLANOVA MANUFACTURING L 3300 ROGER B CHAFFEE SE WYOMING MI 49509	SAKENT26: KENT INDUSTRIAL SUPPL	4,547.40
41-18-19-126-011	MARTIN NANCY J 370 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	219.45
41-18-19-126-012	FIDLER ENTERPRISES LLC 400 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	224.4
41-18-19-126-013	TEAM RENTAL LLC 3680 HAGEN DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	336.6
41-18-19-126-014	GRAND RAPIDS INVESTMENTS 3720 HAGEN DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	255.75
41-18-19-126-015	PJR VENTURES LLC 3770 HAGEN DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	532.95
41-18-19-126-043	KENNEDY'S STORAGE DELIVER 3714 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	169.95
41-18-19-126-044	BTLM HOLDINGS LLC 3760 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	283.8

41-18-19-126-051	WOLFPACK PROPERTIES LLC 3685 HAGEN DR SE 3687 WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	171.6
41-18-19-126-052	260-JFH LLC 260 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	932.25
41-18-19-126-055	LUTZ ALICIA A 3650 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	145.2
41-18-19-126-057	CHILDS, KATIE 3670 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	151.8
41-18-19-126-058	HAYSEED PARTNERS LLC 3690 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	151.8
41-18-19-126-059	BENTELER AUTOMOTIVE CORPO 3721 HAGEN DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	2,524.50
41-18-19-126-060	260-JFH LLC 290 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	115.5
41-18-19-126-061	WDM PROPERTIES LLC 300 36TH ST SE 320 WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	235.95
41-18-19-201-002	PREFERRED BEAR LLC 3707 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,877.70
41-18-19-201-003	JFH PROPERTIES LLC 3741 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,909.05
41-18-19-201-007	3903 ROGER B CHAFFEE LLC 3903 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,819.95
41-18-19-201-010	STEINDLER & BECK LLC 440 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	435.6
41-18-19-201-012	STEINDLER & BECK LLC 3685 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	490.05
41-18-19-201-014	W W GRAINGER INC 3803 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,310.10
41-18-19-201-015	3829 ROGER CHAFFEE LLC 3829 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	988.35
41-18-19-201-016	3859 ROGER B CHAFFEE LLC 3859 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,341.45
41-18-19-201-017	MANUAL BEAR LLC 420 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	285.45
41-18-19-201-018	36 LLC 424 36TH ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	242.55

	WYOMING MI 49548		
41-18-19-201-019	3691 RBC LLC 3961 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	912.45
41-18-19-201-020	3993 ROGER CHAFFEE LLC 3993 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	919.05
41-18-19-204-002	SCHUPAN HOLDINGS-WYOMING 3660 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	831.6
41-18-19-204-005	KELLANOVA MANUFACTURING L 3750 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	2,042.70
41-18-19-204-006	DISTRIBUTION PROPERTIES I 3810 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	2,047.65
41-18-19-204-012	ABIATHAR MANAGEMENT LLC 3910 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,387.65
41-18-19-204-015	RBC REALTY LLC 3860 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,399.20
41-18-19-204-016	MICHIGAN POSTAL HOLDINGS 3870 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,153.35
41-18-19-204-019	550 36TH ST SE LLC 550 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	430.65
41-18-19-204-020	PAINTERS SUPPLY AND EQUIP 574 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	136.95
41-18-19-204-021	SUSPA INC 3970 ROGER B CHAFFEE SE 4010 WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	3,854.40
41-18-19-204-022	SCHUPAN HOLDINGS-WYOMING 3710 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,603.80
41-18-19-204-023	500 GRANDVILLE LLC 650 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,280.40
41-18-19-226-010	VHL ENTERPRISES LLC 700 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	198
41-18-19-226-015	CHRISTIANSEN FUNERAL HOME 3627 LINDEN AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	135.3
41-18-19-226-016	MICHIGAN CREMATION COMPAN 3631 LINDEN AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	62.7
41-18-19-403-004	JLAN LLC 4203 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	2,245.65
41-18-19-403-005	CHAFFEE INDUSTRIAL LLC	SAKENT26: KENT INDUSTRIAL SUPPL	2,286.90

	4245 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-403-008	QUICK TIME 44TH LLC 509 44TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	618.75
41-18-19-403-009	C & Z INVESTMENTS I LLC 4005 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,402.50
41-18-19-403-011	SROA 4309 ROGER B CHAFFEE 4309 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,897.50
41-18-19-403-012	ELLIOT MCKONE LLC 485 44TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	866.25
41-18-19-403-013	POTTER DISTRIBUTING INC 4037 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,395.90
41-18-19-403-015	THE BOUMA CORPORATION 4101 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,263.90
41-18-19-403-016	4131 PROPERTY LLC 4131 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,273.80
41-18-19-403-017	DEVROU LIMITED LLC 4181 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,237.50
41-18-19-406-007	LS MANAGEMENT GROUP LLC 4398 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	777.15
41-18-19-406-010	M & J LEGACY HOLDINGS LLC 4220 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,404.15
41-18-19-406-011	4240 ROGER B LLC 4240 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,445.40
41-18-19-406-012	GOTTLIEB INVESTMENT CO 4200 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	3,567.30
41-18-19-406-014	4050 ROGER B CHAFFEE 4050 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,250.70
41-18-19-406-015	JEFRIK PROPERTIES LLC 4080 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,166.55
41-18-19-406-016	BELROSE REAL ESTATE LLC 4350 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	504.9
41-18-19-406-017	THE HOME CITY ICE COMPANY 4310 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	988.35
41-18-19-451-019	44 MADISON LLC 441 44TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	193.05

41-18-19-451-024	44 MADISON LLC 451 44TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	37.95
41-18-19-451-025	44 MADISON LLC 463 44TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	221.1
Totals for SAKENT	KENT INDUSTRIAL	Count: 123	102,004.65
Grand Totals		Count: 123	102,004.65

07/06/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT QUOTES FOR THE PURCHASE OF PLAYGROUND EQUIPMENT FOR BATTJES AND JACKSON PARK

WHEREAS:

1. As outlined in the attached staff report, the existing play equipment at Battjes and Jackson Parks requires replacement.
2. It is recommended City Council accept quotes for the purchase of playground equipment from PlayCore Wisconsin, Inc., dba GameTime c/o Sinclair Recreation using OMNIA contract # 2017001134, a cooperative purchasing agreement with the State of Michigan and GameTime Statewide Initiative grant funding.
3. Budget amendments are required for the purchase of the playground equipment.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts the quote for the purchase of playground equipment for Battjes Park in the total estimated amount of $199,992.69.
2. City Council accepts the quote for the purchase of playground equipment for Jackson Park in the total estimated amount of $349,989.93.
3. City Council authorizes the City Manager to sign the contract for the purchase of playground equipment for Battjes Park.
4. City Council authorizes the City Manager to sign the contract for the purchase of playground equipment at Jackson Park.
5. City Council approves the attached budget amendments.
6. City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Budget Amendments
Contracts/Quotes

Resolution No._____

CITY OF WYOMING | PARKS AND RECREATION

1155 28th Street SW, Wyoming, MI 49509
616.530.3164 | wyomingmi.gov

Staff Report

Date: June 29, 2026

Subject: Battjes and Jackson Park Playground Replacements

From: Lynn Clarke, Interim Director of Parks and Recreation

Meeting Date: July 6, 2026

RECOMMENDATION:

It is recommended City Council authorize the purchase of replacement play equipment for Battjes and Jackson Park playground from PlayCore Wisconsin, Inc., dba GameTime c/o Sinclair Recreation using OMNIA contract # 2017001134, a cooperative purchasing agreement with the State of Michigan and GameTime Statewide Initiative grant funding, for the total purchase amounts of $199,992.69 for Battjes Park and $349,989.93 for Jackson Park.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Battjes Park is located in the northern region of the city and features a small lake for fishing and wildlife viewing, a walking trail, a small shelter, and basketball and sand volleyball courts. The park is smaller and serves the local neighborhood. The current play equipment is 24 years old and in need of replacement.

Jackson Park is located in the central region of the city near Wyoming Intermediate School. The lower section of the park was redeveloped in 2021 and features a splashpad, shelter, and play area. The upper section of the park was not included in the redevelopment. The current play equipment is 27 years old and in need of replacement.

Both projects are part of the City's parks and recreation capital improvement program. Use of cooperative purchasing agreements through the State of Michigan saves staff time and adheres to the City Purchasing Policy.

In January 2026, the Parks and Recreation department was awarded a GameTime Statewide Healthy Play grant, which provides funding toward play systems in low/moderate income areas that improve the quality of life for children, families, and communities in Michigan.

Jackson Park Playground

Sub Total	$470,203.48
Statewide Initiative Funding Applied (grant)	($129,413.55)
Freight	$9,200
Grand Total	**$349,989.93**

Battjes Park Playground

Sub Total	$275,319.21
Statewide Initiative Funding Applied (grant)	($82,761.52)
Freight	$7,435.00
Grand Total	**$199,992.69**

BUDGET IMPACT:

Funds are budgeted in account numbers 272-265-75600-975.128 and 208-751-75600-975.121. A budget amendment recognizing the grant revenue is attached.

Attachments:
Contract
Site renderings, illustrations, and pricing
Budget Amendment

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: PlayCore Wisconsin, Inc. dba GameTime c/o Sinclair Recreation
[Name of contracting entity]
A Wisconsin corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
150 PlayCore Dr SE
[Contractor's street address]
Fort Payne, AL 35967
[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: July 7, 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 the City Standard Terms and Conditions shall apply. The Contractor standard terms, specifications, conditions or inconsistencies do not apply unless specifically agreed in writing by the City. Except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the City Standard Terms and Conditions. Waived or modified conditions are as follows:

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Gregory T. Stremers, City Attorney

PlayCore Wisconsin, Inc. dba GameTime c/o Sinclair Recreation

By: _____
[Signature officer, director, or principal of Contractor]
Clint Whiteside, Director of Sales Administration
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 06/26, 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 a or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

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

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

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

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. 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.

14. Tariff, Duty or Import Charges. To the extent there are charges for tariffs, duties, or import/export charges imposed by a government on goods or services imported from another country required to be paid under this agreement, the Contractor shall make best efforts to identify and estimate those costs at the time of entry of this agreement. If the Contractor becomes aware of any such tariff, duty, or import/export charge after execution of this agreement but before the applicable goods or services are provided, the Contractor shall promptly notify the City in writing and provide an updated estimate of the expected charges. Prior to payment, the Contractor shall provide verifiable documentation of the actual amount paid or amount required to be paid by the Contractor. The City may withhold payment of the tariff, duty or import charge portion of the contract, until verifiable documentation is made, including but not limited to, Harmonized Tariff Schedule (HTS) code, CBP Form 7501 (Entry Summary), commercial invoice showing the importation of goods, bill of lading or shipping documents indicating international sourcing, or customs brokers documentation verifying the charges. To the extent Contractor receives refunds for payment of tariffs, duties, or import charges, the Contractor shall reimburse the City for amounts reimbursed.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver 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.

21. 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).

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Exhibit B



GameTime
A PLAYCORE Company
www.gametime.com

City of Wyoming
Jackson Park

SINCLAIR RECREATION
www.sinclair-rec.com

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www.gametime.com

City of Wyoming
Jackson Park

SINCLAIR RECREATION
www.sinclair-rec.com

GameTime
A PLAYCORE Company

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Minimum Area Required:

This play equipment is recommended for children ages 5-12

DRAWING NO: Wyoming - City of Wyoming - Jackson Park

DATE: 5/27/2026

DRAWN BY: ALW

PROJECT TITLE:
City of Wyoming
Jackson Park
Wyoming, MI

REPRESENTATIVE:
Sinclair Recreation

SHEET NO:
109511-03-01

QUOTE

109511-03-01 • 05/27/2026

Jackson Park - Statewide Initiative

Customer:

City of Wyoming
P.O. Box 905
Wyoming, MI 49509-0905
United States

Ship to Zip: 49509-0905

Prepared for:

Krashawn Martin
krashawn.martin@wyomingmi.gov

Prepared by:

Playcore Wisconsin Inc, dba GameTime
150 Playcore Drive SE
Fort Payne, AL 35967
Ph: 800-444-4954
Fax: 616-392-8634

Quantity	Part #	Description	Unit Price	Amount
7210	EWF	**GT-Impax - 12" Compacted depth engineered wood fiber surfacing, blown**	$2.75	$19,827.50
1	INSTALL	**Installation - Installation of GameTime equipment** Does not include removal of trees or drainage	$77,500.00	$77,500.00
1	REMOVAL	**Installation - Removal and disposal of existing equipment**	$9,375.00	$9,375.00
7660	EXCAVATION	**Installation - Excavation of area to expand play area** Does not include removal of trees or drainage	$5.00	$38,300.00
348	INSTALL	**Installation - Furnish and install concrete curbing**	$60.00	$20,880.00
275	INSTALL	**Installation - Furnish and install concrete sidewalk**	$16.00	$4,400.00
1	5960SP	**GameTime - VistaTree Top 3**	$22,801.00	$22,801.00
1	91778	**GameTime - SkyRun Zip Track 35 - Zip Seat**	$18,730.00	$18,730.00
1	RDU	**GameTime - Swings with Seats** • (5) 5287 – Belt Seat for 8' Toprail • (1) 5293 – Enclosed Tot Seat for 8' Toprail • (1) 5295 – Expression Swing 8' Toprail Height • (1) 5320 – 8' ADA Primetime Swing Frame • (3) 5321 – 8' ADA Primetime Swing Add-A-Bay • (1) 5378 – Zero-G (5-12) Beige 8' Height	$11,237.00	$11,237.00
1	14927	**GameTime - NDS Play On Sign Package**		
1	RDU	**GameTime - Tower unit for 5-12 year olds** • (1) 564 – Curved Balance Beam • (1) 3960 – Maze Panel Sensor 20" One Sided • (1) 5209 – Catalina Climber Base • (1) 5210 – Catalina Climber Cap • (1) 5219 – Kai Climber 2' Pedestal FS • (1) 5227 – Calypso Climber Incline 3' Pedestal • (2) 26094 – Triangular Shroud • (1) 26142 – Single With Step • (1) 27077 – Stretched Trapezoid Overhead - 90 degr • (1) 27102 – X Connector (Powerscape) • (1) 6284RP – Aventus Entryway • (1) 6862RP – Aventus Transfer Platform • (1) 6863RP – Arise Climber	$247,152.98	$247,152.98

- (1) 6867RP – Aventus Tower 12' Slide
- (1) 6869RP – Arise Climber w/Cover
- (1) 6870RP – Inclusive Play Pocket (Tower)
- (1) 7294RP – Aventus Tower
- (2) 7295RP – Aventus Tw Steel Panel Med
- (1) 7296RP – Aventus Tw Steel Panel Sm
- (1) 7297RP – Aventus Internal Climber-Steel
- (1) 80000 – 49" Sq Punched Steel Deck
- (11) 80001 – 49"Tri Punched Steel Deck
- (1) 81666 – Fun Seat
- (1) 90024 – 4'-0" Transfer System W/ Barrier
- (1) 90267 – 9' Upright, Alum
- (1) 90268 – 10' Upright, Alum
- (3) 90269 – 11' Upright, Alum
- (2) 90270 – 12' Upright, Alum
- (4) 90272 – 14' Upright, Alum
- (2) 90273 – 15' Upright, Alum
- (1) 90355 – Store Front Panel, Below Dk
- (1) 90770 – 8' Wildertube Quick 'L' Reverse
- (1) 90790 – Sloped Funnel Climber Barrier (Dbl)
- (1) 90868 – Splitter 6'
- (1) 91546 – Metallophone Panel
- (1) 91596 – Solo-Aluminum
- (1) 91604 – HDPE Vertical Ladder 4'0"
- (1) 91827 – 5" Upright Extension w/ Cap 5'
- (5) 91832 – 5" Upright Extension w/o Cap 8'
- (1) 91846 – 5" Upright Extension w/o Cap 7'
- (3) 91872 – Hoop Roof (2 Deck Span)
- (1) 91875 – Angled Hoop Roof
- (1) 91881 – Ascent Climber
- (1) 91931 – Entryway (Versa)
- (3) 91934 – Offset Entryway (Versa)
- (3) 91938 – Enclosure (Versa)
- (1) 95153 – 6' Straight Wilderslide w/Every
- (1) 203858 – Single Zip Slide Hood
- (1) 205960 – Single Entrance Section
- (1) 205962 – Straight Section
- (1) 207601 – Double Straight Section
- (1) 223226 – Slide Footbuck Mounting Plate C/O
- (1) 223226 – Slide Footbuck Mounting Plate C/O
- (1) 223228 – 1 1/4" Footbuck Tube 32"Lg.C/O
- (1) 223228 – 1 1/4" Footbuck Tube 32"Lg.C/O
- (1) 223696 – Rotomold Slide Transfer
- (1) 224954 – Straight Section
- (1) 225422 – Hardware Complete for 18943/95153
- (1) 312634 – Support Assy 70 13/16"Lg
- (1) 95164 – 90 Deg. Caterpillar Attachment
- (2) G90269 – 11' Upright, Galv
- (7) G90271 – 13' Upright, Galv
- (8) G90273 – 15' Upright, Galv

QUOTE

109511-03-01 • 05/27/2026

Contract: OMNIA #2017001134

Sub Total	$470,203.48
Statewide Initiative Funding Applied	($129,413.55)
Freight	$9,200.00
Grand Total	**$349,989.93**

Comments

Funding assistance provided by GameTime must be used towards the purchase of a qualified playground structure. Other freestanding play products are available at our best pricing through Omnia Partners. Representatives from mParks, GameTime, and PlayCore will select qualifying projects to be considered for funding assistance. Funding can only be applied to additional GameTime playground equipment purchases and only in conjunction with the original purchase. GameTime standard policies and warranties as listed in the 2026 Catalog apply. Freight, installation, surfacing, material surcharges, and applicable sales tax are extra and not included as part of the funding program. To qualify for a 100% matching funds assistance, this project must be purchased with a check/cash with order of $110,261.44

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Shipment: Order shall ship within 6-8 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Shipment: Vistarope Net shall ship within 18-36 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. Port Congestion and transit time affect overall lead time and are impossible to predict.

QUOTE

109511-03-01 • 05/27/2026

Funding assistance provided by GameTime must be used towards the purchase of a qualified playground structure. Other freestanding play products are available at our best pricing through Omnia Partners. Representatives from mParks , GameTime, and PlayCore will select qualifying projects to be considered for funding assistance. Orders must be installed by December 2026 through GameTime's exclusive representatives in Michigan. Funding can only be applied to additional GameTime playground equipment purchases and only in conjunction with the original purchase. GameTime standard policies and warranties as listed in the 2025/2026 Playground Design Guide apply. Freight, installation, surfacing, material surcharges, and applicable sales tax are extra and not included as part of the funding program. To qualify for matching funding assistance, the list price of the qualifying playground system must exceed $40,000 and be purchased with cash with the order.

GameTime funding is subject to rounding rules and may vary based on qualified purchases. For award recipients who wish to bring fitness to their communities, separate funding assistance will be available for GT Challenge Course with the funding amounts dependent on the courses selected. Contact your Michigan GameTime representative for a list of qualifying adult outdoor fitness packages. Freestanding playground products are available through the GameTime Omnia Partners contract. No other offer, discount, or special programs can be used with this funding program. All applications must be validated by the project administrator. GameTime reserves the right to decline any application for the MParks funding initiative.

Matching funds offer applies to PowerScape® (including Spire®, Altus®, and Aventus® Towers), PrimeTime® (including the Odyssey®), Xscape®, and Modern City® play systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, and Challenge Course.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

NOTE: PRICING **DOES NOT** INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal/state/federal permits or paperwork that may be required.

QUOTE

109511-03-01 • 05/27/2026

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Please make P.O.s out to Playcore Wisconsin dba GameTime

Signature: _____

Title: _____ Date: _____

Facsimile: _____ Phone: _____

Email: _____ Purchase Amount: $349,989.93

REQUIRED ORDER INFORMATION:

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Tel: _____

(For Accounts Payable) (To call before delivery)

Email: _____ Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.

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: PlayCore Wisconsin, Inc. dba GameTime c/o Sinclair Recreation
[Name of contracting entity]
A Wisconsin corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
150 PlayCore Dr SE
[Contractor's street address]
Fort Payne, AL 35967
[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: July 7, 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 the City Standard Terms and Conditions shall apply. The Contractor standard terms, specifications, conditions or inconsistencies do not apply unless specifically agreed in writing by the City. Except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the City Standard Terms and Conditions. Waived or modified conditions are as follows:

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Gregory T. Stremers, City Attorney

PlayCore Wisconsin, Inc. dba GameTime c/o Sinclair Recreation

By: _____
[Signature officer, director, or principal of Contractor]
Clint Whiteside, Director of Sales Administration
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 06/26, 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 a or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

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

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

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

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. 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.

14. Tariff, Duty or Import Charges. To the extent there are charges for tariffs, duties, or import/export charges imposed by a government on goods or services imported from another country required to be paid under this agreement, the Contractor shall make best efforts to identify and estimate those costs at the time of entry of this agreement. If the Contractor becomes aware of any such tariff, duty, or import/export charge after execution of this agreement but before the applicable goods or services are provided, the Contractor shall promptly notify the City in writing and provide an updated estimate of the expected charges. Prior to payment, the Contractor shall provide verifiable documentation of the actual amount paid or amount required to be paid by the Contractor. The City may withhold payment of the tariff, duty or import charge portion of the contract, until verifiable documentation is made, including but not limited to, Harmonized Tariff Schedule (HTS) code, CBP Form 7501 (Entry Summary), commercial invoice showing the importation of goods, bill of lading or shipping documents indicating international sourcing, or customs brokers documentation verifying the charges. To the extent Contractor receives refunds for payment of tariffs, duties, or import charges, the Contractor shall reimburse the City for amounts reimbursed.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver 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.

21. 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).

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

GameTime
A PLAYCORE Company
www.gametime.com

City of Wyoming
Battjes Park

SINCLAIR RECREATION
www.sinclair-rec.com

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City of Wyoming
Battjes Park

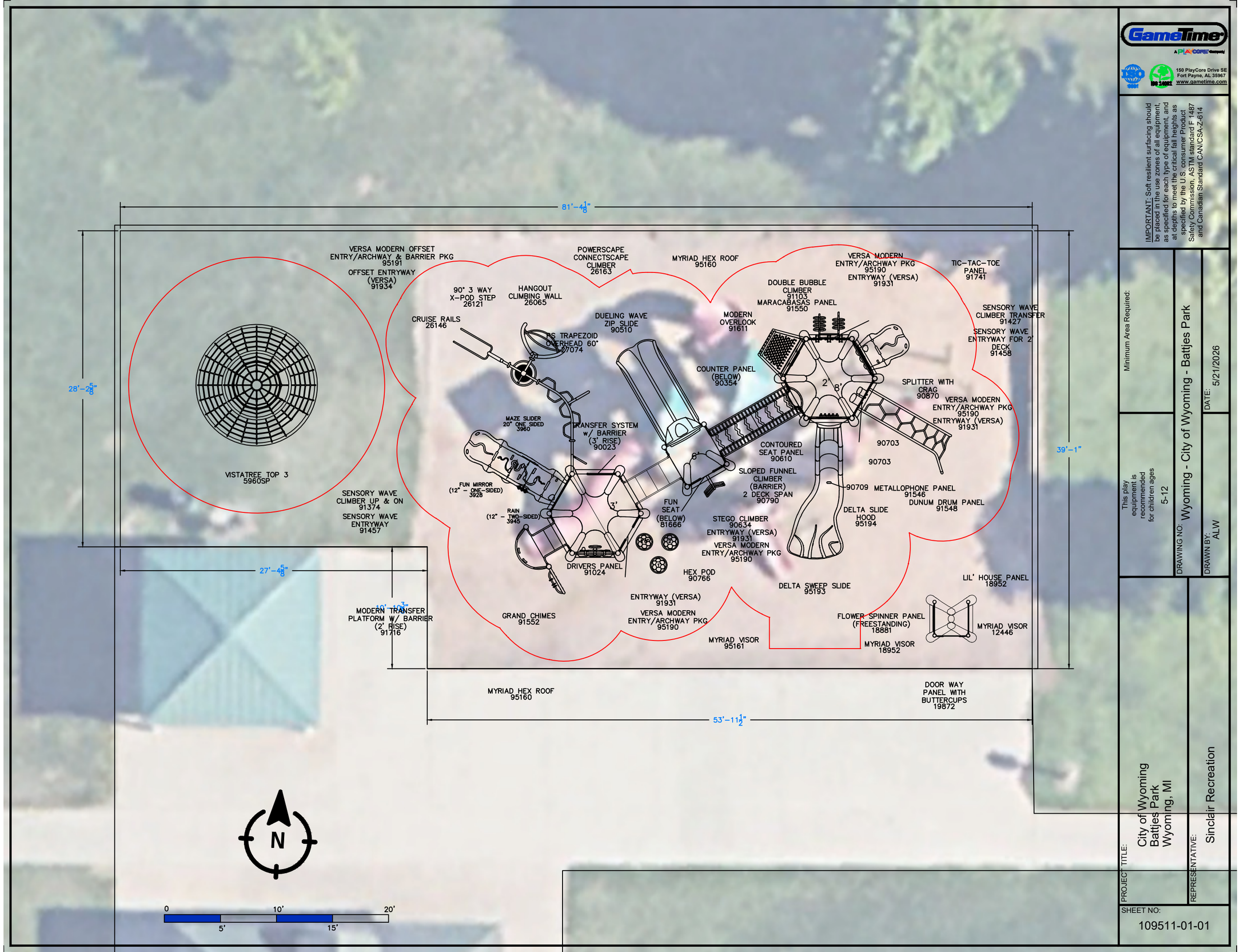
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GameTime
A PLAYCORE Company
www.gametime.com

City of Wyoming
Battjes Park

SINCLAIR RECREATION
www.sinclair-rec.com



GameTime
A PLAYCORE Company

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Minimum Area Required:

This play equipment is recommended for children ages 5-12

DRAWING NO: Wyoming - City of Wyoming - Battjes Park

DRAWN BY: ALW

DATE: 5/21/2026

PROJECT TITLE:
City of Wyoming
Battjes Park
Wyoming, MI

REPRESENTATIVE:
Sinclair Recreation

SHEET NO:
109511-01-01

QUOTE

109511-01-01 • 05/21/2026

Battjes Park - Statewide Initiative

Customer:

City of Wyoming
P.O. Box 905
Wyoming, MI 49509-0905
United States

Ship to Zip: 49509-0905

Prepared for:

Krashawn Martin
krashawn.martin@wyomingmi.gov

Prepared by:

Playcore Wisconsin Inc, dba GameTime
150 Playcore Drive SE
Fort Payne, AL 35967
Ph: 800-444-4954
Fax: 616-392-8634

Quantity	Part #	Description	Unit Price	Amount
1	RDU	**GameTime - Powerscape Unit for 5-12 Year Olds** • (1) 3928 – Fun Mirror 12" 1S • (1) 3945 – Rain 12" 2S • (1) 26065 – Hang Out Wall • (4) 26094 – Triangular Shroud • (1) 26121 – 90 Deg 3 Way X-Pod Step • (1) 26146 – Cruise Rails • (1) 26163 – 3'-0" Connectscape Climber • (1) 27074 – Trapezoid Overhead Ladder - 60 degrees • (1) 80000 – 49" Sq Punched Steel Deck • (1) 81666 – Fun Seat • (3) 90004 – Two Piece Hex Deck • (1) 90023 – 3'-0" Transfer System W/ Barrier • (1) 90266 – 8' Upright, Alum • (1) 90267 – 9' Upright, Alum • (2) 90270 – 12' Upright, Alum • (8) 90272 – 14' Upright, Alum • (4) 90273 – 15' Upright, Alum • (1) 90354 – Counter Panel • (1) 90510 – 6' Dueling Wave Zip Slide, Std Dk • (1) 90610 – Contoured Panel (Above) • (1) 90634 – Stego Climber (6'-0" & 6'-6") • (2) 90703 – Straight Section Wilderslide Ii • (1) 90709 – Support Wilderslide Ii • (1) 90766 – Hex Pod • (1) 90790 – Sloped Funnel Climber Barrier (Dbl) • (1) 90870 – Splitter 8' • (1) 91024 – Drivers Panel Above Deck • (1) 91103 – 7'/8' Double Bubble Climber • (1) 91374 – PS Sensory Wave Up & On (3' & 3'6") • (1) 91427 – PS Sensory Wave Challenge Transfer 2' • (1) 91457 – Sensory Wave Entryway • (1) 91458 – Sensory Wave Entryway for 2' Deck • (1) 91546 – Metallophone Panel • (1) 91548 – Dunan Drum Panel • (1) 91550 – Maracabasas Panel • (1) 91552 – Grand Chimes • (1) 91611 – Modern Overlook Climber • (1) 91716 – Modern Transfer w/Barrier 2' Rise	$151,631.96	$151,631.96

		• (1) 91741 – Tic-Tac-Toe Panel • (2) 91822 – 5" Upright Extension w/o Cap 2' • (6) 91824 – 5" Upright Extension w/o Cap 3' • (4) 91931 – Entryway (Versa) • (1) 91934 – Offset Entryway (Versa) • (2) 95160 – Myriad Hex Roof • (1) 95161 – Myriad Visor • (4) 95190 – Versa Modern Applique Pkg. 1 • (1) 95191 – Versa Modern Applique Pkg. 2 • (1) 95193 – Delta Sweep Slide • (1) 95194 – Delta Slide Hood • (2) G90273 – 15' Upright, Galv		
1	RDU	**GameTime - Panels** • (1) 3960 – Maze Panel Sensor 20" One Sided • (2) 12026 – 3 1/2" Uprt Ass'Y Alum 11' • (2) 12027 – 3 1/2" Uprt Ass'Y Alum 12' • (1) 12446 – Lil' House Panel Encl • (1) 18881 – Flower Spinner Panel (Below Deck) • (2) 18952 – Myriad Visor • (1) 19872 – Door Way Panel with Buttercups	$11,155.00	$11,155.00
1	5960SP	**GameTime - VistaTree Top 3**	$22,801.00	$22,801.00
1	14927	**GameTime - NDS Play On Sign Package**		
2885	EWF	**GT-Impax - 12" Compacted depth engineered wood fiber surfacing, blown**	$2.75	$7,933.75
1	INSTALL	**Installation - Installation of GameTime equipment**	$59,650.00	$59,650.00
1	REMOVAL	**Installation - Removal and disposal of existing equipment**	$6,750.00	$6,750.00
2110	EXCAVATION	**Installation - Removal of existing surfacing and timber edging**	$3.00	$6,330.00
775	EXCAVATION	**Installation - Excavation of grassy area to expand play area**	$2.70	$2,092.50
155	INSTALL	**Installation - Furnish and install new timber edging** Includes additional retaining wall work	$45.00	$6,975.00

Contract: OMNIA #2017001134

Sub Total	$275,319.21
Statewide Initiative Funding Applied	($82,761.52)
Freight	$7,435.00
Grand Total	**$199,992.69**

QUOTE

109511-01-01 • 05/21/2026

Comments

Funding assistance provided by GameTime must be used towards the purchase of a qualified playground structure. Other freestanding play products are available at our best pricing through Omnia Partners. Representatives from mParks, GameTime, and PlayCore will select qualifying projects to be considered for funding assistance. Funding can only be applied to additional GameTime playground equipment purchases and only in conjunction with the original purchase. GameTime standard policies and warranties as listed in the 2026 Catalog apply. Freight, installation, surfacing, material surcharges, and applicable sales tax are extra and not included as part of the funding program. To qualify for a 100% matching funds assistance, this project must be purchased with a check/cash with order of $110,261.44

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Shipment: Order shall ship within 6-8 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Shipment: Vistarope Net shall ship within 18-36 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. Port Congestion and transit time affect overall lead time and are impossible to predict.

QUOTE

109511-01-01 • 05/21/2026

Funding assistance provided by GameTime must be used towards the purchase of a qualified playground structure. Other freestanding play products are available at our best pricing through Omnia Partners. Representatives from mParks , GameTime, and PlayCore will select qualifying projects to be considered for funding assistance. Orders must be installed by December 2026 through GameTime's exclusive representatives in Michigan. Funding can only be applied to additional GameTime playground equipment purchases and only in conjunction with the original purchase. GameTime standard policies and warranties as listed in the 2025/2026 Playground Design Guide apply. Freight, installation, surfacing, material surcharges, and applicable sales tax are extra and not included as part of the funding program. To qualify for matching funding assistance, the list price of the qualifying playground system must exceed $40,000 and be purchased with cash with the order.

GameTime funding is subject to rounding rules and may vary based on qualified purchases. For award recipients who wish to bring fitness to their communities, separate funding assistance will be available for GT Challenge Course with the funding amounts dependent on the courses selected. Contact your Michigan GameTime representative for a list of qualifying adult outdoor fitness packages. Freestanding playground products are available through the GameTime Omnia Partners contract. No other offer, discount, or special programs can be used with this funding program. All applications must be validated by the project administrator. GameTime reserves the right to decline any application for the MParks funding initiative.

Matching funds offer applies to PowerScape® (including Spire®, Altus®, and Aventus® Towers), PrimeTime® (including the Odyssey®), Xscape®, and Modern City® play systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, and Challenge Course.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

NOTE: PRICING **DOES NOT** INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal/state/federal permits or paperwork that may be required.

QUOTE

109511-01-01 • 05/21/2026

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Please make P.O.s out to Playcore Wisconsin dba GameTime

Signature: _____

Title: _____ Date: _____

Facsimile: _____ Phone: _____

Email: _____ Purchase Amount: $199,992.69

REQUIRED ORDER INFORMATION:

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Tel: _____

(For Accounts Payable) (To call before delivery)

Email: _____ Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.

07/06/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
VEHICLES AND EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of nineteen vehicles and pieces of equipment to serve as either replacements or additions to the City of Wyoming fleet in the total estimated amount of $1,776,352.87.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of seven vehicles from Berger Chevrolet using State of Michigan contract #240000001191 in the total estimated amount of $321,304.00.
2. City Council authorizes the purchase of five vehicles from LungHamer Ford using State of Michigan contract #MA240000001208 in the total estimated amount of $261,296.00.
3. City Council authorizes the purchase of four tractor backhoes from Michigan Cat using Sourcewell contract #011723 in the total estimated amount of $420,681.88.
4. City Council authorizes the purchase of one Toro lawn mower from Spartan Distributers using Sourcewell contract #112624 in the total estimated amount of $26,777.70.
5. City Council authorizes the purchase of one salt/dump truck from West Michigan International (cab and chassis) and Truck and Trailer (upfitting) using Sourcewell contract #032824 and MiDeal contract 200000000034 in the total estimated amount of $342,293.29.
6. City Council authorizes the purchase of one street sweeper from Fredrickson Supply using Sourcewell contract #062425-SWZ in the estimated amount of $404,000.00.
7. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | wyomingmi.gov

STAFF REPORT

Date: June 24, 2026

Subject: City Vehicle and Equipment Purchase for Fiscal Year 2027

From: Don Roest, Fleet Services Supervisor

CC: Aaron Vis, Director of Public Works

Meeting Date: July 6, 2026

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of eighteen vehicles and pieces of equipment to serve as replacements to the City fleet and one new salt/dump truck for a total of $1,776,352.87, as outlined below.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Fleet Services utilizes cooperative purchasing agreements whenever possible to purchase vehicles and equipment. It is It is recommended that the City purchase the following: seven vehicles from Berger Chevrolet using State of Michigan contract #240000001191 in the total amount of $321,304.00; five vehicles from LungHamer Ford using State of Michigan contract #MA240000001208 in the total amount of $261,296.00; four tractor backhoes from Michigan Cat using Sourcewell contract #011723 in the total amount of $420,681.88; one mower from Spartan Distributers using Sourcewell contract #112624 in the amount of $26,777.70; one salt/dump truck from West Michigan International (cab and chassis) and Truck and Trailer (upfitting) using Sourcewell contract #032824 and MiDeal contract 200000000034 in the total amount of $342,293.29; and one street sweeper from Fredrickson Supply using Sourcewell contract #062425-SWZ in the amount of $404,000.00.

Currently, we are waiting for pricing to come in from Zeigler Dodge for six additional replacement vehicles. When pricing is available, staff will present these to City Council for approval.

All City vehicles and equipment have a life expectancy based on age, service hours, or mileage, and those recommended for replacement have reached that point. Each year during budget development staff evaluate vehicles and equipment that meet these criteria, review maintenance records, and make recommendations to the departments regarding replacement. Each individual department is responsible for making the final replacement or new vehicle/equipment purchase determination.

The vehicles and pieces of equipment being recommended for purchase are listed in the table under Budget Impact.

BUDGET IMPACT:

Sufficient funds have been budgeted in appropriate capital outlay accounts.

Fiscal Year 2027 New/Replacement Vehicle and Equipment List

Vehicle (Responsible Department)	In Service Date	Miles / Hours at Replacement	Reason For Replacement	Purchase Price	Vendor
F-150					
266-002 (Public Works)	9.25.17	99714	Age / Miles	$49,053.00	LUNGHAMER FORD
286-001 (Public Works)	4.18.16	87002	Age / Miles	$41,169.00	LUNGHAMER FORD
F-250					
310-001 (Public Works)	11.08.17	74422	Age / Miles	$74,839.00	LUNGHAMER FORD
268-002 (Parks)	06.11.18	60833	Age / Miles	$45,213.00	LUNGHAMER FORD
399-001 (WTP)	01.01.16	38378	Age	$51,022.00	LUNGHAMER FORD
Toro Mowers					
773-002 Toro 3280D (Facilities)	03.01.19	Meter Broken	Age / Hours	$26,777.70	Spartan Distributors
Chevy Blazers					
118-000 (Inspections)	10.08.24	13150	Accident	$34,763.00	Berger Chevy
111-002 (Inspections)	11.05.19	48237	Age	$34,763.00	Berger Chevy
177-000 (WTP)	09.29.16	76322	Age / Miles	$34,763.00	Berger Chevy
315-002 (WTP)	11.01.16	66768	Age / Miles	$34,763.00	Berger Chevy
Chevy Tahoes					
001-004 (PD)	01.03.22	123235	Age / Miles	$56,263.00	Berger Chevy
103-000 (FD)	11.11.19	69451	Age / Miles	$70,407.00	Berger Chevy
C-1-1 (FD)	11.26.19	70365	Age / Miles	$55,582.00	Berger Chevy
Street Sweeper					
622-002 (Public Works)	07.01.14	7931	Age / Hours	$404,000.00	Fredrickson Supply
Tractor Backhoes					
560-002 (Public Works)	03.09.22	1591	Age / Hours	$105,170.47	MICAT
561-003 (Public Works)	06.30.22	1922	Age / Hours	$105,170.47	MICAT
562-003 (Public Works)	07.11.22	1827	Age / Hours	$105,170.47	MICAT
563-003 (Public Works)	03.09.22	1688	Age / Hours	$105,170.47	MICAT
Salt / Dump Truck					
New (Public Works)	N/A	N/A	N/A	$342,293.29	WMI and Truck and Trailer
TOTAL				**$1,776,352.87**	

07/06/26
Purchasing/LAJ

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF DE-ICING SALT

WHEREAS:

1. As detailed in the attached staff report, the City cooperatively purchases de-icing salt with the Kent County Road Commission, City of Grand Rapids, City of Kentwood, City of Walker, and other regional agencies.
2. It is recommended City Council authorize the purchase from the low bidder, Compass Minerals America Inc. at a cost of $78.41 per ton.
3. It is estimated the City will spend approximately $591,211.40 for de-icing salt during the 2026-27 season.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of de-icing salt from Compass Minerals America Inc.
2. City Council authorizes the City Manager to sign the contract.
3. City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | wyomingmi.gov

Staff Report

Date: June 24, 2026

Subject: Approve the Purchase of De-icing Salt from Compass Minerals

From: Jay VanDyke, Assistant Director of Public Works – Maintenance

CC: Aaron Vis, Director of Public Works

Meeting Date: July 6, 2026

RECOMMENDATION:

The Public Works Department recommends that the City Council authorize the purchase of a maximum of 7,540 tons of de-icing salt from Compass Minerals at a unit price of $78.41 per ton, in cooperation with the Kent County Road Commission and other local agencies.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City participates in a cooperative purchase of de-icing salt with the Kent County Road Commission, City of Grand Rapids, City of Kentwood, City of Walker, and other regional agencies. On June 2, 2026, Kent County Road Commission received two bids for road salt, and on June 9, 2026, they awarded the bid to the lowest bidder, Compass Minerals. The price for the 2026-2027 season is $78.41 per ton, which is approximately a 9.18% increase from last year. Historical salt cost and increase/decrease information is presented below.

Season	Cost Per Ton ($)	Percentage Increase/Decrease
2016-2017	50.40	-32.2 %
2017-2018	45.43	-11.0 %
2018-2019	69.06	52 %
2019-2020	79.38	14.9 %
2020-2021	76.98	-3.0 %
2021-2022	68.04	-11.6 %
2022-2023	70.59	3.7%
2023-2024	68.40	-3.1%
2024-2025	68.40	0.0%
2025-2026	71.82	5.0%
2026-2027	78.41	9.18%

Over the past 5 years, Wyoming has used an average of approximately 4,500 tons of de-icing salt per winter season, ranging from approximately 2,000 to 7,500 tons per year depending on the severity of the season. The purchasing agreement with Compass Minerals requires that Wyoming purchase a minimum of 4,640 tons and allows Wyoming to purchase up to 7,540 tons of salt for this season. Salt from last year's contract is still being delivered, and we will have approximately 2,000 tons in storage when all deliveries have been completed. With the flexibility afforded through this cooperative purchase, the City should have access to sufficient de-icing salt for this winter season.

The estimated maximum purchase for the coming winter season is 7,540 tons of de-icing salt for a total estimated cost of $591,211.40.

BUDGET IMPACT:

Sufficient funds have been budgeted in appropriate accounts.

Attachment:

Contract

Road Salt Contract

This Road Salt Contract is made as of July 7, 2026, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Compass Minerals America, Inc., a Delaware corporation of 9900 W 109th St, Ste 100, Overland Park, KS 66210 (**Contractor**).

1. The Contract. In addition to this document, the following documents are part of and incorporated by reference into this Contract, and together with this Contract, comprise the **Contract Documents**.

A. Specifications for Contract #26-50: Bulk Road Salt, issued by the Kent County Road Commission.

B. Invitation to Bid issued by the Kent County Road Commission for Contract #26-50: Bulk Rock Salt and accompanying Instructions to Bidders.

C. The Bid submitted by Contractor for Kent County Road Commission Contract #26-50: Bulk Rock Salt, including the previously mentioned documents, and accompanying materials certification, certificate of liability insurance, and certificate from the Corporations, Securities & Commercial Licensing Bureau of the Michigan Department of Licensing and Regulatory Affairs certifying that Contractor is a Delaware corporation authorized to transact business in Michigan, Delaware corporate documents, an IRS W-9 form, Contractor's Credit Information, a product data sheet, and safety data sheets.

D. Contract #26-50 between the Board of County Road Commissioners of the County of Kent and Contractor, dated June 9, 2026.

2. Rock Salt Purchase and Delivery.

A. Pursuant to the Kent County Road Commission Contract #26-50, City will purchase by a purchase order issued not later than August 31, 2026, not less that 80% of 5,800 tons of Rock Salt "CC" Grade (Michigan Department of Transportation specifications) for the 2026-27 winter season at $78.41 per ton and to commence receiving deliveries no later than December 31, 2026. City will have the right to order and Contractor shall deliver up to 30% more of the Product (*i.e.*, up to 30% over 5,800 tons) at that same price.

B. In accordance with the Contract Documents, Contractor shall deliver that product to City's Public Works salt storage facilities at:

2660 Burlingame SW
Wyoming, MI 49509
Destination #: CSH763548
Delivery Lead Time: 5 days
Deliver w/o Equipment

Depot: Muskegon
Product: BULK HIGHWAY COARSE
W/YPS (6615)
Mode of Transport: DUMP (end or bottom)
Distance: 41.5 Miles

C. Scheduling of deliveries shall be made with contact with Jay VanDyke, Assistant Director of Public Works - Maintenance, 616-228-6466, jay.vandyke@wyomingmi.gov

D. All Product supplied under this Contract shall be subject to the inspection and approval of City or its representative, and if any material or labor supplied is rejected by City or its representative as defective or unsuitable, then such rejected material shall be removed and replaced with approved material, to the satisfaction and approval of City or its representative at Contractor's cost and expense.

E. Contractor shall have at least 50% of the amounts requested by City available for delivery by October 1 and shall deliver any early fill requirements by November 1 of each Contract year. There are no early delivery requirements for the 2026-27 contract year.

3. Payment. In consideration, City will make such payment or payments to Contractor and upon such terms and conditions as are provided in the Contract Documents.

4. Contract Requirements.

A. City, like the Kent County Road Commission will be considered the "Most Favored Customer" regarding salt purchased in Kent County.

i. City expects prices for salt delivered to City and not to exceed those prices bid to counties adjacent to Kent County which are further from Contractor's source (such as delivering salt from a dock on the west side of the state, going through Kent County to a county to the east at a lower cost per ton). If it is discovered that those prices are less than City's, City reserve the right to pay based on the lowest price quoted to or any of those counties.

ii. If Contractor bids salt to any other public entity within Kent County, during the term of the contract, and the

awarded price for the public entity is less than the price quoted City, City reserves the right to take the same price bid to that public entity.

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

i. 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, sexual orientation, 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

ii. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation and as applicable, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, and orders issued pursuant to those statutes.

C. Contractor (including its directors, members, partners, officers and employees) has not (i) attempt or appear to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value, or (ii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner, or key employee of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Contractor will immediately notify City of any change in this statement.

5. Contract Dates. This contract will be for a 1-year period and will commence with the issuance of the contract and purchase orders. This will be effective beginning **September 1, 2026,** and will go through **August 31, 2027**. The City, at its option, reserves the right to negotiate an extension of the contract for up to 2 additional years, in 1-year increments at the contract price, pending the State of Michigan's salt bid. Quantities may be adjusted or changed as needed for each contract year with the issuance of a new purchase order.

6. Additional Work. If City wishes Contractor to provide additional services or quantities in addition to those specified in this Contract, the parties shall agree upon the price for such additional work before work is begun.

7. Time is of the Essence. Time is the essence of this Contract. Contractor shall ensure its completion in accordance with its schedule and/or completion dates. If Contractor fails to do so, City shall have the right to withhold any unpaid part of the contract price until such work is completed and shall further have the right to proceed in court for damages occasioned by such delay.

8. Non-assignment. Contractor shall not let, assign or transfer this Contract or any interest in it or any part of it without City's prior written consent.

9. General Provision. This is the only agreement between the parties regarding this rock salt purchase. There are no other agreements, representations, or warranties except as are stated in the Contract Documents. This Contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Date first written above.

City of Wyoming

By:_____
John Shay, City Manager

Date signed: _____, 2026

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Compass Minerals America Inc.

By: Jason Fritz
Jason Fritz, Manager Highway Sales

Date signed: June 22, 2026

Date: Jun 17, 2026
Document: 1004840
Tel: 616-530-7264
Fax:
Email: jay.vandyke@wyomingmi.gov
Customer#: CH706426
Preferred: Email
Delivery Lead Time: 5 day(s)

Sold-To ("Buyer"):
Jay VanDyke
City of Wyoming
P O Box 905
WYOMING, MI 49509

Compass Minerals America Inc. ("Seller")/ Quotation for bulk de-icing salt(the "Product")

Line #	Quantity (TN)	Delivery Location	Price Per TN(USD)	Depot Info
65	5,800 (Seasonal)	Wyoming MI City of 2660 Burlingame SW WYOMING, MI 49509 Destination #: CSH763548	$78.41 (Seasonal) **Delivered**	**Depot:** 20638-MUSKEGON **Product:** HWY DEICING ROCK SALT GM **Mode of Transport:** DMP **Distance:** 41.5 Miles

Buyer commits to purchasing 80% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Aug 31, 2027

Supply of Product hereunder is subject to the terms and conditions set forth in this Quotation and the included Terms and Conditions of Sale. In the event of any direct conflict between the terms and conditions in this Quotation and the included Terms and Conditions of Sale, the terms and conditions of this Quotation with control.

Terms are NET 30 days from shipment with approved credit.

* This Quotation is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
* Delivered price(s) via dump and based on full truck load quantities.
* Minimum 24 hours' notice required for pick up orders. Requested DELIVERY dates and times cannot be guaranteed during peak periods or adverse weather conditions.
* Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only.
* Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
* Product is for bulk end use only and is not intended for blending or packaging without prior consent.
* Applicable taxes extra
* Compass Minerals America Inc. has no obligation to store the Product after 31 Mar , but if it chooses to make storage available it will be for a fee of $5 per month per ton.
* To the extent permitted by applicable law, Seller may charge a fee of up to 3% for payments by credit card.

Special Terms :

- All POA's were sent 6.17.26

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Jason Fritz
Highway Sales Manager
Compass Minerals America Inc.

Accepted By:

Signature : _____

Title : _____

Name : _____

Date : _____

Please sign and return by e-mail to highwaygroup@compassminerals.com
Or by MailOrder placement and inquiries Monday through Friday - 7:30 am to 5:00 pm
9900 W. 109th Street, Suite 100, Overland Park, KS 66210

Terms and Conditions of Sale

1. PARTIES. "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached,included or referenced or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".

2. OFFER. No terms in Buyer''s bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer''s documents. SELLER''S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER''S ACCEPTANCE OF THIS AGREEMENT.

3. PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any governmental tax, fee, duty, tariff, assessment or other similar charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use, import/export, transport or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges. To the extent permitted by applicable law, seller may charge a fee of up to 3% of the purchase price for payments by credit card.

4. CANCELLATION. Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.

5. PAYMENT; CREDIT; PAST DUE ACCOUNTS. Buyer will make payment to Seller at the time and in the currency specified on Seller''s quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller''s Credit Department and must be specified in writing on Seller''s invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer''s financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.

6. DELAYS. All orders, deliveries and pick-ups are subject to Seller''s ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller''s control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller''s intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.

7. SHIPMENT COSTS/TRANSPORTATION MATTERS. Unless otherwise specified on Seller''s invoicing document, all transportation charges, including, without limitation, Seller''s and carrier''s charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller''s invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product''s risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller''s prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.

8. WARRANTY/TIME FOR MAKING CLAIMS. Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller''s specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.

9. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER''S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER''S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.

10. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER''S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS'' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER''S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER''S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.

11. SECURITY INTEREST. Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.

12. VALID CONTRACT. Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller''s ability to recover additional amounts from Buyer for damages incurred as a result of Buyer''s breach of this Agreement or the warranties and representations made by Buyer in this Agreement.

13. PROCUREMENT AND BIDDING. Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer''s failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.

14. EXPORT CONTROLS AND REGULATION: With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.

15. LEGAL COMPLIANCE. Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller''s request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer''s intended use of the Product as represented to Seller.

16. MISCELLANEOUS. Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller''s prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer''s purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller''s failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement''s termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

Kent County
Road Commission

CONTRACT
ROAD COMMISSIONERS

THIS AGREEMENT, made this **9th day of June 2026**, by and between the **Board of County Road Commissioners of the County of Kent** (herein the **"Board"**) and

Name: Compass Minerals American Inc.
9900 W. 109th Street, Suite 100
Overland Park, KS 66210
Phone: 800-323-1641
Jason Fritz
highwaygroup@compassminerals.com
Contract #26-50

(Herein the "**Contractor"** shall refer to vendor, supplier, and or consultant**)**

1. THE CONTRACT

In addition to this document, other agreements between the parties which may or may not be applicable will consist of the following documents, which are hereby incorporated (if applicable) by reference into this Contract and shall be considered a part hereof.

A. Construction Authorization

B. Instruction to Bidders

C. Construction Plans or Specified Services

D. Applicable Specifications, both General and Technical

E. Bid Blank / Tabulation

F. Drawings if applicable

G. Bonds(s) / Insurance

2. CONTRACTOR'S PERFORMANCE

The Contractor agrees to:

A. Furnish all necessary machinery, equipment, tools, apparatus and any other means of construction.

B. Furnish all necessary materials for the project, except as herein otherwise provided.

C. Perform all work required, and to complete, in strict accordance with this Contract including all documents incorporated herein, and to the satisfaction of the Board, the work described herein.

In consideration for such work, the Board agrees to make such payment or payments to the Contractor and upon such terms and conditions as are hereinafter set forth.

All work done under this Contract shall be subject to the inspection and approval of the Board or its representative, and if any material or labor supplied is rejected by the Board or its representative as defective or unsuitable, then such rejected material shall be removed and replaced with approved material, and, the rejected labor shall be redone, to the satisfaction and approval of the Board or its representative at the cost and expense of the Contractor.

3. **PAYMENT:** Approval of invoices in accordance with Contract #26-50, at a cost of $78.41 per ton for a total of 64,100 tons to be delivered to the Kent County Road Commission District Garages as specified and to the participating agencies as specified in the contract and upon approval of Steve Roon, Director of Maintenance.

Bids are requested for a one-year term contract with the option to negotiate in "good faith" two, one-year renewal options for furnishing Rock Salt "CC" Grade (Michigan Department of Transportation specifications), as called for during the coming winter season. In "Good Faith" is to mean that it is the intent of both parties (the Kent County Road Commission and the awarded bidder) to have a genuine and honest willingness to negotiate the requirements of the contract(s) which shall include but not limited to, the price per ton which shall be subject to the State of Michigan's current yearly rock salt bid prices as stated in the terms and conditions of the contract, the quantity and any and all other related services and conditions, for each of the two yearly renewal options of the total contract. Pricing, terms, and conditions are to remain firm for the length of each of the contract years, (September 1 to August 31 –the following year) and quantities may be adjusted each year as needed.

The Kent County Road Commission shall act as the lead agency and will represent the participating agencies in the administration of the contract and purchase agreements. KCRC's PO will be sent to the contractor before the September 1 start date. Each participating agency will issue its own purchase orders.

4. **NAME OF CONTRACT:** Contract #26-50: Bulk Road Salt

4a. **CONTRACT REQUIREMENTS:** As specified within Contract #26-50 for Kent County Road Commission and all the participating agencies. All participating agencies shall issue their own agency's purchase orders. KCRC and the participating agencies agree to purchase a minimum of 80% of the quantities of the seasonal fill that is listed in the contract and Compass Minerals America Inc. shall agree to furnish up to a maximum of 30% more of the quantities listed for the seasonal fill. These percentages shall apply to each agency's estimated quantities, as specified in the General Specifications, Section

C. Delivery, and not per drop site or total estimated quantity. Quantities are subject to change +/- each contract renewal, as deemed necessary by each individual agency.

1. The Kent County Road Commission and participating agencies expect to be considered the "Most Favored Customer" regarding salt purchased in Kent County. The Road Commission expects prices for salt delivered to Kent County Road Commission and the participating agencies not to exceed those prices bid to adjacent counties which are further from the supplier's source. (Such as delivering salt from a dock on the west side of the state, going through Kent County to a county to the east at a lower cost per ton). If it is discovered that those Road Commission prices are less than Kent County Road Commission's, the Road Commission and participating agencies reserve the right to pay based on the lowest price quoted to either or any of those counties.

2. Awarded vendors that bid salt to any other public entity within Kent County, during the term of the contract, if the awarded price for the public entity is less than the price quoted for the Road Commission, the Road Commission reserves the right to take the same price bid to that public entity.

5. **DESCRIPTION OF CONTRACT**: Purchase of 2026-2027 Winter Season's Requirements of Bulk Road Salt to Kent County Road Commission and all the participating agencies as indicated in Contract #26-50. All pricing, terms conditions, and agreements shall apply to all agencies involved in this contract and each agency will issue their own purchase orders for the specified tons and dates of purchase.

6. **LOCATION:** At KCRC's locations and the specified locations for the participating agencies.

7. **CONTRACT DATES:** This contract will be for a one-year period and will commence with the issuance of the contract and purchase orders. This will be effective beginning **September 1, 2026** and will go through **August 31, 2027**. The Road Commission, at its option, reserves the right to negotiate an extension of the contract for up to two additional years, in one-year increments at the contract price, pending the State of Michigan's salt bid. Quantities and delivery sites may be adjusted or changed as needed for each contract year with the issuance of a new purchase order.

8. **DISCRIMINATION**

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

9. ADDITIONAL WORK

The Board agrees to pay the Contractor for such additional work performed as may be ordered by the Board or its authorized representative, prices for which are not included in the original documents made a part of this Contract. The parties shall agree upon the price for such additional work before work is begun.

10. TIME OF THE ESSENCE

The parties understand and agree that time is the essence of this Contract, and that the work contracted for hereunder shall be so conducted and supervised by the Contractor as to ensure its completion in accordance with the schedule and/or completion dates set forth herein. If the Contractor shall fail to complete the work hereunder within the time specified, the Board shall have the right to withhold any unpaid part of the contract price until such work is completed and shall further have the right to proceed in court for civil damages occasioned by such delay.

11. ASSIGNMENT

The Contractor shall not let, assign or transfer this Contract or any interest herein or any part hereof, without the consent, in writing, of the Board.

IN WITNESS WHEREOF, the parties have executed this contract the day and year first written.

KENT COUNTY BOARD OF ROAD COMMISSIONERS

BY: _____ 06/10/2026
CHAIRMAN: DATE:

_____ Purchasing Manager
WITNESS: TITLE:

BY: _____ Director US Highway Sales
CONTRACTOR: TITLE:

June 9, 2026
DATE:

_____ Manager Highway Sales
WITNESS: TITLE:

Name: Compass Minerals American Inc.
9900 W. 109th Street, Suite 100
Overland Park, KS 66210
Phone: 800-323-1641
Jason Fritz
highwaygroup@compassminerals.com
Contract #26-50

Kent County
Road Commission

May 21, 2026

Addendum #1

Contract #26-50: Bulk Road Salt

This addendum is being issued to make a few changes to participating agency salt commitments and some address updates as well. Please refer to this version for your bid and feel free to submit questions up until the question deadline of Thursday, May 28.

No other changes are necessary at this time and KCRC looks forward to receiving bids on BidNet Direct.

Please submit your bid, as specified in the invitation, by **8:30 AM on Tuesday, June 2, 2026.**

Thank you.

Kent County
Road Commission

INVITATION TO BID

Bids will be received by the Board of County Road Commissioners of the County of Kent, 1900 4 Mile Road NW, Walker, Michigan 49544 until **Tuesday, June 2, 2026, 8:30 AM deadline**, at which time they will be publicly opened and read.

Contract #26-50: Bulk Road Salt

2026-2027 Road Salt Requirements w/ Two, One-Year Renewals Available
(2027-2028 & 2028-2029)

All vendors must register and submit their bid on KCRC's Bidnet Direct site located at https://www.bidnetdirect.com/mitn/kentcountyroads and must be submitted prior to **8:30 AM on Tuesday, June 2, 2026.**

If Bidnet Direct is not accessible for you to send KCRC your bid, and you require accommodations, please contact purchasing@kentcountyroads.net or (616) 242-6928. KCRC will work with you to make sure you have the opportunity to submit a bid.

The Board reserves the right to reject any or all bids, to waive any irregularities in the bidding process, and to accept the bid or bids deemed, in its sole discretion, to be most advantageous and in the best interest of the County. The Managing Director is authorized to award the contract on behalf of the Board to ensure the timely execution of the contract otherwise the anticipated award date for the contract would be **June 9, 2026**.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF KENT

By: Rob VerHeulen, Chair

If you plan to submit a bid, please acknowledge the receipt of this invitation to bid by emailing purchasing@kentcountyroads.net. This allows for KCRC to be in contact with you for any future communication throughout the bid process.

INSTRUCTION TO BIDDERS

Bids will be opened at the offices of the Board of County Road Commissioners of the County of Kent, State of Michigan located at 1900 4 Mile Road NW, Walker, MI 49544.
Refer to the **INVITATION TO BID** for the exact timing and for the identification of the bid as related to furnishing materials, services, equipment, work and/or supplies with the terms, conditions, specifications, drawings, plans, and special provisions as stated herein and hereto attached.

The Kent County Road Commission's process is to open and read the bids and then refer the bids to Staff for tabulation and analysis. During this period, the files are closed until this action is complete. Copies of the bid tabulations are made available only once the review is complete, upon the request to Purchasing, by email at purchasing@kentcountyroads.net.

1. All bids must be submitted on the Board's bid pricing sheet that was provided. The bid shall be legibly prepared in ink or typed out. Erasures or alterations must be initialed by the respondent.

2. Specifications and plans should not be returned with bid, unless otherwise stated herein.

3. Bids shall be sent to KCRC through the BidNet Michigan Inter-governmental Trade Network (MITN) at https://www.bidnetdirect.com/mitn/kentcountyroads. If that is not applicable for the bidder to submit their bid, please contact Purchasing for assistance.

4. KCRC officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). Copies of documents obtained from any other source are not considered official copies. Only those vendors who obtain documents from either KCRC Purchasing or the MITN system is guaranteed access to receive addendum information, if such information is issued.

5. Bids will not be accepted after the time designated for the opening of the bids. The respondent shall assume full responsibility for delivery of bids prior to the appointed time for the opening and shall assume the risk of late delivery or non-delivery regardless of the manner he/she employs for the transmission thereof.

6. No responsibility shall attach to the Road Commission or their representatives for premature opening or non-receipt of any bid which is not properly addressed, delivered, or identified. A confirmation of receipt of emailed bids received will be sent.

7. It is understood the Board is a governmental unit, and as such, is exempt from the payment of all state and federal taxes, except as allowed by the regulatory agencies to be included in the cost of materials and services.

8. The respondent, by submission of a bid, declares the bid is made without collusion with any other person or entity, and agrees to furnish all items and services in strict adherence with all applicable federal, date and local laws, regulations, codes and ordinances.

9. The Board reserves the right to reject any and all bids, to waive any irregularities therein, and to accept any bid which, in the opinion of the Board, may be most advantageous and to the best interest of the Kent County Road Commission. In case of error, in the extension of prices in the bid or other arithmetical error, the unit prices will govern.

Specifications for Contract #26-50:
Bulk Road Salt

It is the intent of the Kent County Road Commission, and additional agencies listed in Section C, to purchase its annual requirements of Bulk Road Salt for their winter road maintenance requirements.

Scope: Bids are requested for a one-year term contract with the option to negotiate in "good faith" two, one-year renewal options for furnishing Rock Salt "CC" Grade (Michigan Department of Transportation specifications), as called for during the coming winter season. In "good faith" is to mean that it is the intent of both parties (the Kent County Road Commission and the awarded bidder) to have a genuine and honest willingness to negotiate the requirements of the contract, which shall include, but not limited to, the price per ton, which shall be subject to the State of Michigan's current yearly rock salt bid prices, as stated in the terms and conditions of the contract, the quantity and any and all other related services and conditions, for each of the yearly renewal options of the three-year contract. Pricing, terms and conditions are to remain firm for the length of each of the contract years (September 1 to August 31 – of the following year) and quantities may be adjusted each year, as needed.

The Kent County Road Commission shall act as the lead agency and will represent the participating agencies in the administration of the contract. Hereafter, reference to the "Kent Road Commission or Road Commission or KCRC" shall be understood to include participating agencies.

General Specifications

A. Quantity:

1. Approximate commitment amount of 64,100 tons.

2. The Kent County Road Commission and participating agencies agree to purchase a minimum of 80% of the quantities listed and the contractor shall agree to furnish up to a maximum of 30% more than the quantities indicated. These percentages shall apply to each individual agency's estimated quantities, as specified (General Specifications, Section C, Delivery) and not per drop site or the total estimated quantity.

3. Participating agencies in this contract shall issue their agency's Purchase Order for their requirements and must be invoiced accordingly.

B. Contract Period:

1. This contract will be for a one-year period for the dates of September 1, 2026 through August 31, 2027. The Road Commission, at its option, reserves the right to negotiate an extension of the contract for up to two additional years, in one-year increments at the contract price (2027/2028 & 2028/2029). Quantities and delivery sites for seasonal fill may be adjusted or changed as needed for each contract year.

C. Delivery:

1. Bidder shall have at least 50% of the total estimated requirements stockpiled within a 50 mile radius of the Kent County Road Commission's facility, located at 1900 4 Mile Rd NW, Walker, Michigan, and readily available for delivery prior to **October 1** of each contract year.

2. Location/Address/Quantity(tons) list below:

Location	Address	Quantity (Tons)
Kent County Road Commission Central Complex	1900 4 Mile Road NW, Walker MI 49544	7,500
Kent County Road Commission North Complex	11777 White Creek Ave NE, Cedar Springs, MI 49319	8,500
Kent County Road Commission South Complex	4949 Tim Dougherty Dr SE, Grand Rapids, MI 49512	9,500
Kent County Road Commission Southwest Complex	131 84th St SW, Byron Center, MI 49315	7,500
Kent County Parks Department	1700 Butterworth St SW, Grand Rapids, MI 49534	200
City of East Grand Rapids	2310 Reeds Lake Blvd SE, East Grand Rapids, MI 49506	1,300
City of Grand Rapids	1500 Scribner Ave NW, Grand Rapids, MI 49504	10,000
City of Grandville	4095 White St SW, Grandville, MI 49418	1,800
City of Kentwood	4900 Breton Ave SE, Kentwood, MI 49508	3,500
City of Lowell	217 S Hudson St, Lowell, MI 49331	300
City of Walker	4243 Remembrance Rd. NW, Walker, MI 49534	2,700
City of Wyoming	2660 Burlingame Ave SW, Wyoming, MI 49509	5,800
Grand Valley State University	1 Campus Dr, Allendale, MI 49401	350
Village of Caledonia - DPW	230 South Maple St SE, Caledonia, MI 49316	350
Village of Caledonia - Downtown	115 Kinsey St SE, Caledonia, MI 49316	100
Montcalm County Road Commission - Stanton	619 W. Main St., Stanton, MI 48888	2,500
Montcalm County Road Commission - Howard City	17700 W. M-46, Howard City, MI 49329	2,000
Montcalm County Road Commission - Greenville	8734 W. Peck Rd., Greenville, MI 48838	200

3. Deliveries are to be minimum 50 tons – bulk. If deliveries lesser than 50 tons are requested, the awarded contractor can charge a fee to the municipality's order.

4. Deliveries for each order shall be completed within 5 working days, unless other arrangements are made for an order.

5. Emergency Delivery Time is 48 hours. Emergencies shall be determined by the Road Commission.

6. Moisture content at delivery time shall not exceed 1.5% of weight.

7. Scheduling of delivery of Rock Salt to each garage location, as required, will be made by the following:

Kent County Road Commission	Steve Roon or Bill Byrne (616) 242-6950 or (616) 242-6952
Kent County Parks Dept	Josh Mattice – (616) 450-3513
City of East Grand Rapids	Doug LaFave – (616) 940-4817
City of Grand Rapids	John Gorney – (616) 456-3231
City of Grandville	Charles Sundblad – (616) 538-1990
City of Kentwood	Chad Griffin – (616) 554-0825
City of Lowell	Jeff Phillips – (616) 421-2538
City of Walker	Gary Postema – (616) 791-6868
City of Wyoming	Jay VanDyke – (616) 530-7264
Grand Valley State University	Edward Simon – (616) 331-3556
Village of Caledonia	Jess Kantner – (616) 481-1487
Montcalm County Road Commission	Rob Putnam - (989) 831-5285

8. The contractor is to furnish the approximate quantities as noted on the attached item listings for all locations indicated.

9. The contractor is responsible for making sure the trucking is performed properly and in a timely manner. This includes shipping salt in trucks that are clean as well as dry. Failure to meet all delivery requirements above may result in a fine and/or cancellation of the contract and/or restriction of future bidding privileges with the Road Commission.

10. The Road Commission and participating agencies' deliveries will be accepted Monday through Friday between 6:00 AM and 4:00 PM. All delivery dates and arrangements must be cleared with the Road Commission Maintenance Division or the Municipality so certification tests can be arranged.

11. Delivery tickets:

    All salt to be delivered must be weighed on certified scales; the contractor shall, at their expense, have their scales certified and inspected, prior to beginning shipments, and on a monthly basis thereafter until all salt has been delivered. The certification and inspection shall be conducted by the specific scale manufacturer's authorized service dealer. Copies of scale certification must be available.

    The Road Commission can require re-certification of the scale if a particular salt shipment

is found to be +/- 1% off. In addition, all delivery tickets must be generated and printed on a computerized scale. All trucks shall be weighed empty and then weighed loaded, and the differential shall be the net weight recorded on the delivery ticket. Scale operators shall not pre-enter estimated empty truck tare weights. Handwritten tickets are unacceptable. The awarded vendor's scales must be cleaned on a regular basis, i.e. daily or weekly if appropriate.
Also, the stockpile location shall be maintained on a regular interval, i.e. weekly/biweekly. Violation of any of the above requirements can be grounds for rejection of salt shipment. (See Liquidated Damages section.)

D. Terms and Conditions:

1. The Kent County Road Commission and participating agencies expect to be considered the "Most Favored Customer" regarding salt purchased in Kent County. The Road Commission expects prices for salt delivered to Kent County Road Commission and participating agencies not to exceed those prices bid to adjacent counties which are further from the supplier's source. (Such as delivering salt from a dock on the west side of the state, going through Kent County to a county to the east at a lower cost per ton.). If it is discovered that those Road Commission prices are less than Kent County Road Commission's, the Road Commission reserves the right to pay based on the lowest price quoted to either Barry or Ionia County Road Commission.

2. Awarded vendors that bid salt to any other public entity within Kent County during the term of the contract, if the awarded price for the public entity is less than the price quoted for the Road Commission, the Road Commission reserves the right to take the same price bid to that public entity.

3. F.O.B. point:
Prices shall be quoted "F.O.B. Delivered and Unloaded" to each drop point indicated on the attached Listings. All costs associated with delivering salt to these drop points is included in each "Price per Ton". Other F.O.B. terms will not be accepted.

4. Inconsistent deliveries:
The Road Commission reserves the right to disallow the use of any stockpile, weigh station, trucking company, etc. that is utilized by the contractor if it is discovered that there are inconsistencies regarding the quantity indicated on a delivery ticket and the actual amount received or verified by the re-weighing of a truck. If it is discovered that a particular delivery ticket exceeds the actual amount verified by weighing the product, the Road Commission will pay based on the re-weighed quantity.

5. Billing:
All salt will be paid for on the basis of tonnage delivered and unloaded to each drop point indicated on the attached Item Listings. A copy of the contractor's shipping document showing the net weight tonnage must accompany each shipment. Invoices shall be sent to the respective agency.

Kent County Road Commission	1900 4 Mile Rd NW	Grand Rapids, MI 49544
Kent County Parks Dept	1700 Butterworth St	Grand Rapids, MI 49534
City of East Grand Rapids	750 Lakeshore Dr SE	Grand Rapids, MI 49506
City of Grand Rapids	1500 Scribner Ave NW	Grand Rapids, MI 49504

City of Grandville	3195 Wilson Ave. SW	Grandville, MI 49418
City of Kentwood	4900 Breton Rd. SE	Kentwood, MI 49508
City of Lowell	301 E. Main St.	Lowell, MI 49331
City of Walker	4243 Remembrance Rd.	Walker, MI 49544
City of Wyoming	PO Box 905	Wyoming, MI 49509
Grand Valley State University	201 Lake Michigan Hall	Allendale, MI 49401
Village of Caledonia	250 S Maple St	Caledonia, MI 49316
Montcalm County Road Comm.	PO Box 337	Stanton, MI 48888

6. Metric ton conversion:
   Please note that the tonnage indicated in the item listing does not reflect metric tons.

7. Certification:
   The material to be supplied will be tested and/or certified.
   Material contamination from foreign debris or frozen lumps of salt may be cause for immediate rejection at the point of delivery.

8. Assignment:
   The contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of any contract, of its rights, title, or interest therein or its power to execute such agreement to any other person, company, corporation, or entity without the previous written approval of the Road Commission. While the Road Commission may approve payment to be assigned to another party or may approve the issuance of two-party checks, the Road Commission assumes no liability for payment other than to the contractor.

9. Force Majeure:
   Neither party shall be liable for failure to perform due to events beyond reasonable control, including but not limited to natural disasters, labor disputes, transportation interruptions, or government actions.

E. Price

1. Prices are firm for the entire length of the contract year. The Road Commission shall receive the benefit of any decrease in price that may occur.

2. The Road Commission reserves the right to consider other pertinent information due to special economic and/or industry circumstances, i.e. fuel surcharges or U.S. City Average, to consider a price change request. Changes may be either increases or decreases and may be requested by either party.

3. Requests for price changes shall be received in writing at least ten days prior to their effective date and are subject to written acceptance and/or Board approval before becoming effective. In the event new prices are not acceptable, the contract may be canceled.

F. Invoicing:

1. Separate invoices must be submitted for each location and agency upon completion of delivery of a specified quantity of salt and upon receipt of weight slips.

2. Invoices must be submitted within seven days upon completion of delivery at each location. Invoices for KCRC (specifically), must be email to ap@kentcountyroads.net for invoice processing.

3. The Road Commission and participating agencies are exempt from Federal Excise Tax, State or Local Sales Tax. Contract prices shall not include such taxes. Exemption certificates for Federal excise tax will be furnished upon request.

G. Cancellation:

1. The Road Commission may cancel their contract for default of the Contractor. Default is defined as the failure of the Contractor to fulfill the obligations of the quotation or contract, such as not providing the required quantity of bulk rock salt as specified, in a timely manner. In case of default by the Contractor, the Road Commission may immediately and/or upon 30 days prior written notice to the Contractor cancel the contract without further liability to the Road Commission, participating agencies, its departments, division, agencies, sections, commissions, officers, agents and employees and procure the services from other sources, and hold the Contractor responsible for any excess costs occasioned thereby.

2. **The Road Commission may cancel the contract for lack of funding**. The Contractor acknowledges that, if this contract extends for several fiscal years, continuation of the contract is subject to appropriation of funds for this project. If funds to enable the Road Commission to effect continued payment under this contract are not appropriated or otherwise made available, the Road Commission shall have the right to terminate this contract without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Road Commission shall give the Contractor written notice of such non-appropriation within 30 days after it received notice of such non-appropriation.

H. Liquidated Damages:

1. For any salt delivered after normal hours of delivery which are Monday through Friday between 6:00 AM and 4:00 PM, unless alternate times have been mutually agreed to, there will be a 25% deduction penalty.

2. All delivery tickets must be generated and printed from a computerized scale. Exception; receiving locations will allow written tickets in emergency situations and then only with a computer-generated one to follow with tare weight. Failure to present a computer-generated ticket will result in a 100% deduction penalty.

3. The Road Commission reserves the right to impose a penalty (late fee) on the contractor for any salt not delivered within five working days of the date of the order. For the undelivered portion of the salt that is late, there will be a 5% deduction penalty per day, not to exceed 50% overall.

4. Any of the above penalties can be rendered void if mutually agreed upon by the contractor and the receiving location.

I. Insurance Requirements:

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Kent County Road Commission and its agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of this Contract including claims, damages, losses and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the fault, negligent acts, or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage loss or expense is caused in part by the parties indemnified hereunder. This obligation does not include an obligation to indemnify the parties, indemnified hereunder for their sole negligence and shall not be construed to negate or modify other rights or obligations of indemnity that otherwise exist as to the parties or persons described herein, arising out of and during the progress and to the completion of work all in accordance with Public Act 468 of 2012 and the 2020 Michigan Department of Transportation's "Standard Specifications for Construction", Division 1, paragraph 1.07.10 with the following minimum requirements:

   Workman's Compensation Statutory Coverage

   Bodily Injury and Property Damage Other Than Automobile:
   Each Occurrence $1,000,000
   Aggregate $2,000,000
   Bodily Injury Liability and Property Damage Liability Automobile:
   Bodily Injury Liability $500,000 Each Person, Each Occurrence $1,000,000
   Property Damage Liability $1,000,000 Each Occurrence

   Combined Single Limit for Bodily Injury and Property Damage Liability
   Each Occurrence $2,000,000

2. Insurance Certificate declaring Kent County Road Commission as additional insured, not certificate holder, must be issued and shall become part of the contract.

3. Contractor shall maintain current up-to-date insurance coverage during the term of the contract and failure to do so shall result in termination of said contract.

4. Certificate must be submitted within fifteen days upon notification of award of Contract and prior to Contract signing.

J. Submission of bid will be construed as a conclusive presumption that the Contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.

K. "The KCRC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender,

disability, race, color, or national origin in consideration for an award."
During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contactor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Kent County Road Commission to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the Kent County Road Commission shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
   (b) Cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or

procurement as the Kent County Road Commission may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Kent County Road Commission to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

Technical Specifications

A. Instructions:

1. Bulk Rock Salt. The gradation shall be in accordance with the Michigan Department of Transportation Specification 8.20 (7) attached. The material shall also meet the requirements as outlined in the attached Michigan Department of Transportation General Materials Certification Type “D”.

2. Prices are F.O.B. delivered and unloaded to each drop point indicated on the attached Delivery Listings, with transportation charges prepaid on all orders. Therefore, all costs associated with delivering salt to these drop points are included in each “Price per Ton”.

3. The Road Commission deliveries will be accepted Monday through Friday between 6:00 AM and 4:00 PM. All drop points (Road Commission and local units of government) shall be contacted approximately 48 hours prior to delivery.

4. The material to be supplied will be tested, weighed, and/or certified. Additionally, the Road Commission personnel shall be allowed to randomly inspect and test stockpiled salt and salt that is being loaded for transport at the vendor’s yard or storage facility.

5. Bidders are required to submit Technical Specifications and Material Safety Data Sheets with the bid response. Failure to do so may result in the bid being rejected as non-responsive.

6. Kent County and participating agencies shall receive priority allocation during regional or national salt shortages.

B. Specifications:

Definite Specifications – All commodities and services to be furnished shall conform to the specifications as noted in the “Invitation to Bid”, including the attached Item Listings, MDOT Specifications 8.20 (7) P.O., General Materials Certification, and Instructions. In order to be considered for the award, all bidders must sign the attached “Material Certification” sheet, verifying that the salt provided is manufactured and will consistently meet the attached State of Michigan specification.

1. Description:
   These specifications cover salt, bulk rock salt, and sodium chloride to be used for ice, snow removal, and control.

2. General Requirements:
The material shall be in accordance with the current specifications for Sodium Chloride, ASTM D 632, except as modified below.

3. Chemical Composition:

Sodium Chloride (NaCl), Minimum percent	95.00%

4. Gradation:

Sieve size	Percent Passing
½ inch	100%
3/8 inch	95-100%
No. 4	82% maximum
No. 8	50% maximum
No. 30	10% maximum

Material passing the No. 30 sieve in excess of 10% will be deducted from the delivered weight of the salt.

5. Moisture Content:
Material with moisture content in excess of 1.5% will be deducted from the delivered weight of the salt.

6. Acceptance of Material:
The producer shall provide Type “D” certification, as defined in the Michigan Department of Transportation General Materials Certification, that the material furnished meets the requirements of these specifications for sodium chloride. Kent County Road Commission and participating agencies reserve the right to sample and test the material on a random basis at the point of final delivery. Material contamination from foreign debris or frozen lumps of salt may be cause for immediate rejection at the point of delivery. These tests shall be for the purpose of determining acceptance, rejection, and/or adjustment in delivered weight.

Material Certification

We, Compass Minerals America Inc., by signing this material certification,
(company name of the bidder)

hereby verify that the salt to be provided is manufactured in accordance with and will consistently meet the attached State of Michigan specification, when tested at the various delivery points. If an occasional delivery of salt does not meet the attached specification, specifically if material passing through the No. 30 sieve exceeds 10% or the moisture content exceeds 1.5%, the amount of material not meeting the specifications will be deducted from the delivered weight of the salt. Therefore, it will not be paid for as it is considered unusable by the Road Commission.

However, if the salt being delivered is consistently not meeting the attached specification, as determined by the State of Michigan, the Road Commission reserves the right to deduct the amount not meeting the specification as described above, impose, and deduct an additional penalty equal to the amount of the original deduction, cancel the contract, and restrict future bidding privileges for that vendor.



- Joel Gerdes
(Authorized Signature)

Director US Highway Sales
(Title)

Bid Pricing Sheet for
Contract #26-50: Bulk Road Salt

Truckload Price – Per Ton Delivered Seasonal Fill	**Estimated Quantities for Seasonal Fill**	**Total Cost**
$ 78.41	x 64,100 tons	$ 5,026,081.00

Payment Terms Net 30

Source/mine material to be supplied from Goderich, ON, Canada

Stockpile/depot location of material to be supplied 550 E. Western Ave., Muskegon MI 49442

The Road Commission reserves the right to disallow any bid that it determines the source/stockpile is not adequate to supply the required material during the winter season.

Can you comply with the Emergency Delivery requirements Yes X No____

LIST NATIONAL HOLIDAYS OBSERVED BY YOUR COMPANY:

A. New Years B. Martin Luther King C. Good Friday D. Memorial Day

E. Juneteenth F. 4th of July G. Labor Day H. 2 days each Thanksgiving and Christmas

IF USING SUBCONTRACTORS PROVIDE IN DETAIL AND TYPE OF WORK THEY WILL PERFORM.

Picking up Salt from depot and delivering to Kent County sites.

Company Name Compass Minerals America Inc.

Address 9900 W. 109th Street, Suite 100

Overland Park, KS 66210

Contact Person Jason Fritz Title Manager Highway Sales

Telephone No. 800-323-1641 option 2

Email highwaygroup@compassminerals.com

Date June 1, 2026

Federal Employer ID# 48-1047632

Signature and Title of Authorized Agent _____
written

Joel Gerdes - Director US Highway Sales
typed/printed

KCRC

Recommendation to the Kent County Board of Road Commissioners

June 9, 2026

Contract #26-50: Bulk Road Salt

Winter 2026-2027 Requirements w/ Two, One-Year Renewal Options (Winter 2027-2028 & Winter 2028-2029), As Needed

Staff received bids for the purchase of Winter 2026-2027's salt requirements for not only KCRC's requirements but also Kent County Parks Department, City of East Grand Rapids, City of Grand Rapids, City of Grandville, City of Kentwood, City of Lowell, City of Walker, City of Wyoming, Grand Valley State University, Village of Caledonia, and Montcalm County Road Commission.

KCRC, and the participating agencies, committed to a total of 64,100 tons, an 80% minimum of 51,280 tons, and a 130% available quantity of 83,330 tons.

Staff recommend for the Board to award Contract to **Compass Minerals America Inc.**, the lowest responsible and responsive bidder, at **$78.41** per ton and a total cost of **$5,026,081**.

Steve Roon
Director of Maintenance

Andrew Nordstrom
Purchasing Manager

Kent County
Road Commission

Bid Tabulation

Contract #26-50: Bulk Road Salt

Contract Term: September 1, 2026 - August 31, 2027,
w/ Two, One-Year Renewals (2027-2028 & 2028-2029)

Bidder	Cost Per Ton	Total Cost (100% Commitment of 64,100 Tons)
Compass Minerals America Inc	**$78.41**	**$5,026,081**
Bravo 3 Partners LLC **	$109.38	$7,000,000
Detroit Salt Company, LLC	No Bid	
Cargill, Inc	No Bid	

*** 2026 Salt Cost Reflects a 9.18% Increase to the 2025 Cost**

**** Contractor offered an optional 7% upfront payment discount, reducing the total to $6,510,000 ($101.72/ton), if accepted. This option was not considered in determining the lowest responsive and responsible bid.**

STAFF RECOMMENDS FOR THE BOARD TO AWARD THE CONTRACT TO COMPASS MINERALS AMERICA INC, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

Bid Letting Date: 06/02/2026
Anticipated Award Date: 06/09/2026

UNITED STATES OF AMERICA

The State of Michigan

Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to certify:

Entity Name: COMPASS MINERALS AMERICA INC.
Foreign Name:
Entity ID#: 801009949
Entity Type: Foreign Profit Corporation
Initial Filing Date: 06/01/1990
Delayed Effective Date:
Formation Jurisdiction: Delaware
Act Subject To: 284-1972 Business Corporation Act

That the above referenced entity was validly authorized to transact business or conduct affairs in Michigan on 06/01/1990 and that said entity holds a valid Certificate of Authority to Transact Business or Conduct Affairs in this state and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1972 PA 284, for profit corporations, or 1982 PA 162, for nonprofit corporations, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business or conduct affairs in this state any business set forth in its application which a domestic corporation formed under this act may lawfully conduct.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau

In testimony whereof, I have hereunto set my hand, in the City of Lansing, on February 13, 2026.

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

Certificate Number: 54022
Verify this certificate at: www.michigan.gov/corpverifycertificate

UNANIMOUS WRITTEN CONSENT
OF THE SOLE MEMBER
OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS AMERICA INC.

February 16, 2026

The undersigned, being all of the members of the board of directors (the "Board") of Compass Minerals America Inc., a Delaware corporation (the "Corporation") hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Edward C. Dowling, Jr.	President and CEO
Peter Fjellman	Chief Financial Officer
Benjamin S. Nichols	Chief Commercial Officer
Patrick Merrin	Chief Operations Officer
Ashley Ward	Chief Accounting Officer
James D. Hughes	Vice President General Counsel
Gary R. Gose	Vice President, Tax and Assistant Secretary
Brent A. Collins	Vice President, Treasurer
Jared M. Campbell	Assistant General Counsel
Jon Schnieders	Vice President, Highway & Chemical
Joel Gerdes	Director, U.S. Highway Sales
Ryan Royer	Director of Sales – Chemical & MgCl2
Sean Lierz	Highway Sales Senior Manager
Jason Fritz	Highway Sales Manager
Austin Hilbrands	Highway Sales Manager
Scott Douglass	Senior Director, Supply Chain

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

_____	_____
Peter Fjellman	Jared M. Campbell

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

COMPASS MINERALS AMERICA INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

9900 W 109TH ST, SUITE 100

Requester's name and address (optional)

6 City, state, and ZIP code

OVERLAND PARK, KS 66210

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	8	–	1	0	4	7	6	3	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Kimberly Wells **Date** 1/16/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CREDIT INFORMATION

FIRM NAME:	**Compass Minerals America Inc.**	**PHONE:**	(913) 344-9100
PRINCIPAL ADDRESS:	9900 W. 109th St., Suite 100 Overland Park, Kansas 66210	**FEDERAL ID CODE:**	48-1047632
		DATE INCORPORATED:	01/21/88
MAILING ADDRESS:	Same	**DATE STARTED:**	1917
OTHER LOCATIONS:	Chicago, IL; Duluth, MN; Ogden, UT; Lyons, KS; Cote Blanche, LA; Buffalo, NY	**TYPE OF BUSINESS:**	Manufacturing

OFFICERS:

Edward Dowling	President and CEO
Peter Fjellman	Chief Financial Officer
Ashley Ward	Chief Accounting Officer
Mary L. Frontczak	Chief Legal and Administrative Officer and Corporate
Ben Nichols	Chief Sales Officer
Patrick Merrin	Chief Operations Officer
Brent Collins	Treasurer
Gary R. Gose	Vice President, Tax and Assistant Secretary

TRADE REFERENCES:

Wheeler Machinery Co.
4901 W 2100 S
West Valley City, UT 84120
account-coordinators@wheelercat.com
801-978-1850 (fax)

H&E Equipment LLC
7500 Pecue Lane
Baton Rouge, LA 70809
225-756-3602
225-756-3621 (fax) attn. Teresa
tlalonde@he-equipment.com

Prince Agri Products
Contact: Kathy Irvin
229 Radio Road
Quincy, IL 62305
(217) 592-1332
(217) 223-2808 (fax)

Salerno Packaging Inc.
c/o Inteplast Credit
9 Peach Tree Hill Road
Livingston NJ 07039
973-740-8205 (Fax)

BANK REFERENCES:
JP Morgan Chase
One Chase Plaza, 7th Floor
New York, NY 10005

Account No.: 581776991
Contact: Credit Reference Group
Tel: (817) 399-7201
Fax: (817) 345-3794 or 3795

RESALE / EXEMPTION STATUS:
Exemption certificates provided upon request for items which are incorporated as an ingredient or component part of other tangible personal property to be produced for ultimate sale at retail by manufacturing, processing or fabricating.

Compass Minerals

Deicing Salt ASTM D632

Product Data Sheet

Production Location

- Cote Blanche, Louisiana - USA

Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size
- No more than 30% of product passes 30-mesh screen

Physical Properties

- Bulk Density: 72 lb/ft^3
- Average Particle Size: 0.146" (3.7mm)

Admixture

- Yellow Prussiate of Soda (YPS) added to a max of 70 ppm

Method of Analysis

- American Society for Testing and Materials Procedures D632 and E534
- All other testing is from Compass Minerals' internal quality control procedures, which are available upon request.

Chemical Analysis

Constituent	Formula		ASTM Spec
Sodium Chloride	NaCl	(%)	95% min

Particle Size

U.S.S. Mesh	Tyler Mesh	Open (Inches)	ASTM Spec % Passing
1/2	1/2	0.5	100
0.375	0.375	0.375	95 - 100
4	4	0.187	20 - 90
8	8	0.0937	10 - 60
30	28	0.0234	0 - 15

Packaging

Description	Old Product Code	New Product Code
Bulk	7608	613624
Bulk, Untreated		2932815

Compass Minerals
9900 West 109th Street – Suite 100
Overland Park, Kansas 66210
Ph: 800-755-7258 Fax: 800-359-7258

This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s). Chemical Analysis and Screen data are based on the previous year's historical data.

May 2022

HIGHWAY DEICING ROCK SALT

Product Name: Highway Deicing Rock Salt
Alternate Name: Sodium Chloride
Source: Goderich, Ontario, Canada
Packaging: Bulk

Chemical Analysis			
Constituent	**Formula**	**Unit**	**Guarantee**
Sodium Chloride	NaCl	%	95 MIN
Moisture		%	1.5 MAX
Water Insolubles		%	3.0 MAX

Particle Size Distribution, Range % Passing			
Tyler Mesh	**US Mesh**	**Opening (inch)**	**Range % Passing**
0.5	0.5	0.5	100
0.37	3/8	0.375	95 – 100
4	4	0.187	20 – 90
8	8	0.937	10 – 60
28	30	0.0234	15 MAX

Physical Properties	
Measurement	**Typical**
Bulk Density	1249 - 1298 kg/m^3 (78 – 81 lb/ft^3)
Average Particle Size	3.7 mm (0.146")

Admixture

- Sodium Ferrocyanide (YPS) added as an anti-caking agent at a target of 60 ppm

Product meets specifications required by ASTM D632

Compass Minerals | **877-462-7258**
9900 West 109th Street, Suite 100, Overland Park 66210

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This information is based on the present state of knowledge. Typical measures are based on historical data and should not be construed as a guarantee of the product since individual samples may fall outside the specified range.

SAFETY DATA SHEET

1. Identification

Product identifier	**Sodium Chloride**
Other means of identification	
Synonyms	Sifto Water Care Products, Sifto Safe Step Extreme, Safe Step 3500 Max-Blend, American Backwoods Animal Nutrition Products, American Stockman Animal Nutrition Products, Aspen, Aspen Blue, Sifto Canadian Stockman Animal Nutrition products, Commercial bulk rock salt, IceAway Turbo Plus, Safe Step Pro Series Econo Blend Blue 370, IceAway Rock Salt, **IceAway** Turbo, IceAway Turbo Blue, MaxiFonte, Natural Salt water care, Sun Soft Water Care **Products,** ProS**oft water care products, QwikSalt, Safe Step 3300 Rock Salt, Safe Step 4300 Dual Bl**end, Safe **Step 4300 Dual Blend Blue, Safe Step 6300 Enviro- Blend, Safe Step Pro Series 550,** Safe Step **Pro Series 570, Industrial Purity Industrial Products, Safe Step Pro Series 960 Choice** Formula**, Safe Step Sure Paws,** Salt brine, Sifto Salt, Sifto Safe Step Enviro-**Guard, Sifto** Safe Step Ice **Salt, Sifto Safe Step Sure** Paws, SureSoft water care products, Thawrox **Treated salt,** Winter Storm, **Winter Storm Blue, DriRox**
Recommended use	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer/Importer/Supplier/Distributor information	
Manufacturer	
Company name	Compass Minerals America Inc.
Address	9900 West 109th Street, Suite 100 Overland Park KS 66210 United States
Telephone	913-344-9200
Website	http://www. compassminerals.com/
E-mail	techservicesrequests@compassminerals.com
Supplier	Compass Minerals Canada Corp 6700 Century Avenue Mississauga L5N 6A4 CA Phone: 1-905-567-0231
CHEMTREC	1-800-424-9300
CANUTEC	1-613-996-6666

2. Hazard identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
WHMIS 2015 defined hazards	Not classified
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The product and/or mixture does not meet the criteria for classification.
Precautionary statement	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)
Disposal	Dispose of waste and residues in accordance with local authority requirements.
WHMIS 2015: Health Hazard(s) not otherwise classified (HHNOC)	None known

WHMIS 2015: Physical Hazard(s) not otherwise classified (PHNOC)	None known
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

3. Composition/Information on ingredients

Mixture

Ingredients not identified are non-hazardous by GHS criteria.

Composition comments	Non-hazardous by WHMIS/OSHA criteria

4. First-aid measures

Inhalation	Avoid breathing dust. If symptoms develop move victim to fresh air. If symptoms persist, obtain medical attention.
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.

5. Fire-fighting measures

Suitable extinguishing media	Salt and salt mixtures are non-combustible.
Unsuitable extinguishing media	Not applicable.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Use appropriate firefighting PPE as a general precaution.
Fire-fighting equipment/instructions	Salt is not combustible and thus is not the material of concern for firefighting equipment or methods.
Specific methods	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
General fire hazards	No unusual fire or explosion hazards noted.
Hazardous combustion products	May include and are not limited to: Oxides of sodium.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Rinse area with water. Prevent large spills from entering sewers or waterways. Contact emergency services and supplier for advice. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid direct release into waterways and sewers.

7. Handling and storage

Precautions for safe handling	Avoid contact with eyes and skin. Avoid breathing dust. When using, do not eat, drink or smoke.
Conditions for safe storage, including any incompatibilities	Keep container tightly closed in a cool, dry and well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/Personal protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls	TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL. TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Safety glasses if eye contact is possible.
Skin protection	
Hand protection	Rubber gloves. Confirm with a reputable supplier first.
Other	Wear suitable protective clothing.
Respiratory protection	No personal respiratory protective equipment normally required.
Thermal hazards	Not applicable.
General hygiene considerations	Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and immediately after handling the product. When using, do not eat, drink or smoke.

9. Physical and chemical properties

Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	Varies
Odor	Odorless
Odor threshold	Not applicable
pH	6 - 8 (Neutral)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable
Vapor pressure	Not applicable
Vapor density	Not applicable
Relative density	Not applicable
Solubility(ies)	Not available.
Auto-ignition temperature	Not applicable
Decomposition temperature	Not applicable
Viscosity	Not applicable

10. Stability and reactivity

Reactivity	May react with incompatible materials.
Possibility of hazardous reactions	Hazardous polymerization does not occur.

Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Acids. Strong oxidizing agents.
Hazardous decomposition products	May include and are not limited to: Oxides of sodium.

11. Toxicological information

Information on likely routes of exposure

Ingestion	May cause stomach distress, nausea or vomiting.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.
Symptoms related to the physical, chemical and toxicological characteristics	Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	Not classified.
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Exposure minutes	Not available.
Erythema value	Not available.
Oedema value	Not available.
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.
Corneal opacity value	Not available.
Iris lesion value	Not available.
Conjunctival reddening value	Not available.
Conjunctival oedema value	Not available.
Recover days	Not available.
Respiratory or skin sensitization	
Respiratory sensitization	Not available.
Skin sensitization	This product is not expected to cause skin sensitization.
Mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Teratogenicity	Not classified.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not classified.
Chronic effects	Not classified.

12. Ecological information

Ecotoxicity	Not available.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.

Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

Transport of Dangerous Goods (TDG) Proof of Classification	Classification Method: Classified as per Part 2, Sections 2.1 – 2.8 of the Transportation of Dangerous Goods Regulations. If applicable, the technical name and the classification of the product will appear below.

U.S. Department of Transportation (DOT)

Not regulated as dangerous goods.

Transportation of Dangerous Goods (TDG - Canada)

Not regulated as dangerous goods.

15. Regulatory information

Canadian federal regulations This product has been classified in accordance with the hazard criteria of the HPR and the SDS contains all the information required by the HPR.

Export Control List (CEPA 1999, Schedule 3)

Not listed.

Greenhouse Gases

Not listed.

Precursor Control Regulations

Not regulated.

WHMIS 2015 Exemptions Not controlled

US federal regulations This product is NOT known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

US state regulations See below

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

Inventory status

Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0





Disclaimer

Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date 16-August-2021

Version # 03

Effective date 16-August-2021

Prepared by Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

Further information Not available.

Other information For an updated SDS, please contact the supplier/manufacturer listed on the first page of the document.

07/06/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION FOR THE PURCHASE OF TRAFFIC SIGNAL EQUIPMENT

WHEREAS:

1. As outlined in the attached staff report, it is recommended City Council accept a quote from Carrier & Gable, Inc., the sole source provider of traffic signal equipment in Michigan.
2. It is estimated the City will spend approximately $200,000 for the purchase of the traffic signal equipment through May 31, 2027.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of traffic signal equipment from Carrier & Gable, Inc.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Quote

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | wyomingmi.gov

STAFF REPORT

Date: June 10, 2026

Subject: Authorization for Purchase of Traffic Signal Equipment

From: Jeff Oonk, City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: July 6, 2026

RECOMMENDATION:

It is recommended the City Council accept a quote and authorize the purchase of traffic signal equipment at the included unit prices from Carrier & Gable, Inc. through May 31, 2027.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Carrier & Gable, Inc. offers a wide variety of traffic signal equipment, including (but not limited to) boxes, circuit controllers, brackets, hardware, etc., and is the sole source provider in Michigan for this equipment.

The attached contract identifies the unit prices by which the City can purchase these items from Carrier & Gable, Inc., through May 31, 2027. It is expected that the City will purchase approximately $200,000 of equipment for the year.

BUDGET IMPACT:

Sufficient funds are available in the appropriate Street Fund accounts.

CITY OF WYOMING

CITY PURCHASING CONTRACT

CITY OF WYOMING, MICHIGAN

(MORE THAN $7,500)

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

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

Effective Date means: July 7, 2026.

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

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

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

Supplier means: Carrier & Gable, Inc.
[Name of supplying entity]
A Michigan corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
24110 Research Dr
[Supplier's street address]
Farmington Hills, MI 48335
[Supplier's city, state & zip]

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal.

2. City will pay the Supplier in accordance with the Proposal.

3. Supplier represents and warrants the City Standard Terms and Conditions shall apply. The Supplier standard terms, specifications, conditions or inconsistencies do not apply unless specifically agreed in writing by the City. Except for those specifically waived or modified in this paragraph, Supplier is complying with and will comply with the City Standard Terms and Conditions. Waived or modified conditions are as follows:

This Proposal pricing and Contract expires on May 31, 2027. Supplier shall not submit invoices totaling more than $200,000.00 before May 31, 2027.

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

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

City of Wyoming

By: _____
John Shay, City Manager

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Supplier: _____

By: _____
[Signature officer, director, or principal of Supplier]

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

Date signed: _____, 20__

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. Qualifications. Supplier represents and promises that:

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Payment to Supplier.

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

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

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

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

8. Information, Quality, and Related Requirements.

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

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

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

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

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

10. Tariff, Duty or Import Charges. To the extent there are charges for tariffs, duties, or import/export charges imposed by a government on goods or services imported from another country required to be paid under this agreement, the Supplier shall make best efforts to identify and estimate those costs at the time of entry of this agreement. If the Supplier becomes aware of any such tariff, duty, or import/export charge after execution of this agreement but before the applicable goods or services are provided, the Supplier shall promptly notify the City in writing and provide an updated estimate of the expected charges. Prior to payment, the Supplier shall provide verifiable documentation of the actual amount paid or amount required to be paid by the Supplier. The City may withhold payment of the tariff, duty or import charge portion of the contract, until verifiable documentation is made, including but not limited to, Harmonized Tariff Schedule (HTS) code, CBP Form 7501 (Entry Summary), commercial invoice showing the importation of goods, bill of lading or shipping documents indicating international sourcing, or customs brokers documentation verifying the charges. To the extent Supplier receives refunds for payment of tariffs, duties, or import charges, the Supplier shall reimburse the City for amounts reimbursed.

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

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

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

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

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

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

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

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

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

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

A. Supplier shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of actions, errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

16. Insurance.

A. Supplier shall maintain 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 Suppliers Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
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	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
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 Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

17. General Terms.

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

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

CARRIER & GABLE, INC.
24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 | (248) 473-0730 FAX
www.carriergable.com

Sales Quote

Sales Quote Number:	SQ-12557-001
Sales Quote Date:	6/1/2026
Expires On:	05/31/2027
Customer ID:	2170
SalesPerson:	Joe Rodes
Terms:	NET 30 DAYS

Sell To:

WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905
USA

Ship To:

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Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
	PRICES VALID 06/01/26 TO 05/31/27				
	ITEM 10				
101ACM304PSPR	CABINET ASSY, M30 4PH MDOT		1	21,653.20	21,653.20
101-2340	CABINET M30 4PH BIU WR MDOT PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		8		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXPL-120VAC		2		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	****** End of Kit ******				
	ITEM 11				
101ACP4416LSSPR	CABINET ASSY, P44 16PH MDOT		1	25,352.75	25,352.75
101-2341	CABINET P44 16PH BIU WR MDOT PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		16		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXPL-120VAC		6		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
105-2956	SDLC HUB, 7 CONNECTOR		1		
101-2620	BASE EXTENSION, 15" P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
157-1005	ANCHOR BOLT 3/4" X 39" X 3"		4		
	****** End of Kit ******				
	ITEM 12				
101ACP4416LSPRITS	CABINET ASSY, M36 8PH MDOT ITS		1	26,799.75	26,799.75
101-2346	CABINET M36 8PH PM BIU WR MDOT ITS PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		16		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXPL-120VAC		6		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
101-2620	BASE EXTENSION, 15" P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
157-1005	ANCHOR BOLT 3/4" X 39" X 3"		4		
	****** End of Kit ******				

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
	ITEM 13				
100-1000	C&G TECH SERVICES MISC		1		
	ITEM 20				
101ACP4416LSPRITS	CABINET ASSY, P44 16PH MDOT ITS		1	26,799.75	26,799.75
101-2343	CABINET P44 16PH BIU WR MDOT PGW ITS CMB		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		16		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXPL-120VAC		6		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
101-2620	BASE EXTENSION, 15" P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
157-1005	ANCHOR BOLT 3/4" X 39" X 3"		4		
	****** End of Kit ******				
	ITEM 35				
160-4401	DETECTOR, 4 CH RACK ORACLE 4E		1	513.00	513.00
	ITEM 40				
105CABFDN	CABINET EXTENSION BASE/FDN ASSEMBLY		1	674.75	674.75
101-2620	BASE EXTENSION, 15" P44 MDOT GREY		1		

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
	****** End of Kit ******				
	ITEM 50				
101-2622	BASE EXTENSION, 15", M30 V2 GREY		1	556.00	556.00
	ITEM 60				
101NF160	KIT, FLASHER CABINET EL240 STD 1 CIRCUIT		1	584.10	584.10
124-1000	CABINET, EL240 FLASHER TC4000 PG		1		
124-1011	FLASHER PANEL, 2 CKT FOR TC4000		1		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
103-3127	CABINET BRACKET, ALUMINUM		1		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	****** End of Kit ******				
	ITEM 70				
105-2312	CONTROLLER, COBALT-C, EOS		1	3,905.00	3,905.00
	ITEM 75				
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1	352.00	352.00
	ITEM 81				
92GPS	GPS ANTENNA W/HARNESS		1	350.00	350.00
92-2000	GPS RECEIVER, GARMIN 19XHVS		1		
85-5030	CABLE, GARMIN GPS TO COBALT		1		

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
	****** End of Kit ******				
	ITEM 82				
173-3050	TIME CLOCK, TR-4 GPS W/ GPS ANTENNA		1	888.00	888.00
	ITEM 83				
173RTCGPSMDOT	RTC MDOT GPS ASSEMBLY		1	400.90	400.90
85-1675	TERMINAL BLOCK, 4 POS MTD W/HDWR		1		
103-9050	TERMINAL COMPARTMENT, ALUM		1		
103-7636	BRACKET, 1-WAY ARM, 12", BLK		1		
103-7658	FOOT, WD/STL 1.25" HOLE U1158 BLK .75" MH		1		
103-7616	PLUG, 1.25" FOR U1158 FOOT BLACK		1		
103-7865	BUSHING 1-1/4"-11-1/2 NPS WEF BLACK		1		
	****** End of Kit ******				
	ITEM 90				
160-2003	MONITOR, 6 CH ENHANCED SSM-6LE W/FYA		1	1,405.00	1,405.00
	ITEM 110				
160-2111	MONITOR, TS2 MMU2-16LEIP		1	1,588.00	1,588.00
	ITEM 120				
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		1	34.00	34.00
	ITEM 121				

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
512-1001	FILTER, CABINET 12"x16"x1"		1	5.75	5.75
	ITEM 130				
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXPL-120VAC		1	52.50	52.50
	ITEM 141				
166-2981	RELAY, SOLID STATE, SPST N.O. STRUTHERS 418AXXL		1	120.00	120.00
	ITEM 142				
178-2980	RELAY, SOLID STATE, SPST N.O. CRYDOM A2475		1	161.00	161.00
	ITEM 143				
537-2022	SURGE SUPRESSOR, CABINET, SPD120K		1	211.00	211.00
	MUST INCLUDE 537-2023 BRACKET WITH EACH UNIT SOLD				
537-2023	BRACKET, FOR SPD ARRESTORS		1	18.50	18.50
	ITEM 144				
537-2021	SURGE SUPRESSOR, HESCO RLS DTW-12A		1	107.00	107.00
	ITEM 145				
537-1030	SURGE SUPPRESSOR, AC LINE, 20KA		1	20.00	20.00
	ITEM 150				
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1	39.00	39.00

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
	ITEM 160				
106-1000	PUSHBUTTON ISOLATOR, DCI-82-242		1	57.75	57.75
	ITEM 172				
537-1250	SURGE SUPPRESSOR, 120VAC, 1PHASE HE1750		1	139.00	139.00
	ITEM 173				
537-1251	BASE, HARDWIRE FOR HE1750		1	36.40	36.40
	ITEM 174				
460-2017	BUS INTERFACE UNIT, BIU700		1	390.00	390.00
	ITEM 200				
85-5010	CABLE, IFS/MDS TO EPAC/EPIC		1	36.00	36.00
85-5010	CABLE, IFS/MDS TO EPAC/EPIC		1	36.00	36.00
	ITEM 280				
85-5000	CABLE, EPAC/EPIC/MARC TO PC		1	49.95	49.95
	ITEM 310				
160-4201	DETECTOR, 2 CH RACK ORACLE 2E		1	364.00	364.00
	ITEM 320				
160-4401	DETECTOR, 4 CH RACK ORACLE 4E		1	513.00	513.00

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	ITEM 330				
160-301T	DETECTOR, 1 CH SHELF LMD301T		1	318.00	318.00
	ITEM 340				
160-0304	DETECTOR, 4 CHANNEL SHELF, LDM304		1	574.00	574.00
	ITEM 361				
108-5100	INTERSECTOR INTERFACE BOARD TCIB-4.2		1	700.00	700.00
	ITEM 362				
108-5000	INTERSECTOR PRESENCE SNSR TC-CK1-SBE		1	7,000.00	7,000.00
	ITEM 392				
126-1015	MODULE, VERSICAM RACK MOUNT		1	1,187.00	1,187.00
	ITEM 393				
126-1016	MODULE, VERSICAM SHELF MOUNT		1	1,460.00	1,460.00
	ITEM 394				
126-1011	VERSICAM, WIDE ANGLE COLOR FLEX		1	2,345.00	2,345.00
	ITEM 440				
126-1510	LENS ADJUST MODULE W/DISPLAY V.2		1	2,100.00	2,100.00
	ITEM 470				

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
126-1004	BRACKET, CAMERA MOUNT UNIVERSAL		1	235.00	235.00
	ITEM 480				
103ABCAMERA	BRACKET, ASTRO CAMERA MOUNT		1	367.15	367.15
103-9150	BRACKET, CAMERA MOUNT		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2074	TUBE, GUSSET 74" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
	****** End of Kit ******				
	ITEM 530				
517-1000	LENS, SNOW SHIELD KIT,12" (NO GASKET)		1	58.50	58.50
	ITEM 531				
101-8445	VISOR, 12" VEH POLY CUTAWAY, YEL		1	14.30	14.30
	ITEM 540				
101-4601	HOUSING POLY 12" SA 1 SEC YY		1	56.10	56.10
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		1	17.50	17.50
	ITEM 550				
101-4602	HOUSING POLY 12" SA 2 SEC YY		1	104.25	104.25
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		2	17.50	35.00
	ITEM 560				

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Sales Quote

Sales Quote Number:	SQ-12557-001
Sales Quote Date:	6/1/2026
Expires On:	05/31/2027
Customer ID:	2170
SalesPerson:	Joe Rodes
Terms:	NET 30 DAYS

Sell To:

WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905
USA

Ship To:

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
101-4600	HOUSING POLY 12" SA 3 SEC YY		1	144.50	144.50
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		3	17.50	52.50
	ITEM 570				
101-4618	HOUSING POLY 12" SA 4 SEC YY		1	192.60	192.60
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		4	17.50	70.00
	ITEM 580				
101-4802X15	SIGNAL POLY 12" RYG YYY TNL 15Y		1	425.00	425.00
	ITEM 590				
101-4803X15	SIGNAL POLY 12" R YA GA LED YYY TNL 15Y		1	427.25	427.25
	ITEM 600				
101-4810X15	SIGNAL POLY 12" RED LED 15Y YYY TNL		1	168.35	168.35
	ITEM 610				
101-4821X15	SIGNAL POLY 12" YEL LED 15Y YYY TNL		1	168.35	168.35
	ITEM 620				
101-4807X15	SIGNAL POLY 12" RA YA GA LT LED YYY TNL 15Y		1	436.25	436.25
	ITEM 630				
101-4852X15	SIGNAL POLY 12" YA GA LED 15Y YYY TNL		1	309.00	309.00

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
	ITEM 640				
101-4850X15	SIGNAL POLY 12" Y G LED 15Y YYY TNL		1	306.75	306.75
	ITEM 650				
101-4805X15	SIGNAL POLY 12" RA YA YA GA YYY TNL 15Y		1	586.85	586.85
	ITEM 660				
132-1001X15	FRONTIER LED 12" RED 15Y		1	76.00	76.00
	ITEM 661				
132-1003X15	FRONTIER LED 12" RED ARROW 15Y		1	85.00	85.00
	ITEM 670				
132-2001X15	FRONTIER LED 12" YELLOW 15Y		1	76.00	76.00
	ITEM 680				
132-3001X15	FRONTIER LED 12" GREEN 15Y		1	76.00	76.00
	ITEM 690				
132-2003X15	FRONTIER LED 12" YELLOW ARROW 15Y		1	90.00	90.00
	ITEM 700				
132-3003X15	FRONTIER LED 12" GREEN ARROW 15Y		1	85.00	85.00
	ITEM 701				

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
103-7401	PINNACLE, SIGNAL CLOSURE POLY YELLOW		1	9.00	9.00
	ITEM 710				
103-4130	BACKPLATE, 3 SEC, 1" REF, EAGLE SA		1	135.50	135.50
	ITEM 711				
103-4136	BACKPLATE, 4 SEC SPLIT, 1" REF, EAGLE SA		1	177.35	177.35
	ITEM 715				
103-4131	BACKPLATE, 4 SEC, 1" REF, EAGLE SA		1	155.50	155.50
	ITEM 716				
103-4180	BACKPLATE, 3 SEC, 1" REF, AEROFLEX SA		1	167.60	167.60
	ITEM 717				
103-4183	BACKPLATE, 4 SEC, 1" REF, AEROFLEX SA		1	198.55	198.55
	ITEM 719				
103-4135	BACKPLATE, 3 SEC SPLIT, 1" REF, EAGLE SA		1	199.25	199.25
	ITEM 720				
101TS12C6LED	1-WAY 5-COLOR 12"SWTS LED C6 DH		1	1,191.30	1,191.30
101-4850X15	SIGNAL POLY 12" Y G LED 15Y YYY TNL		1		
101-4852X15	SIGNAL POLY 12" YA GA LED 15Y YYY TNL		1		
101-4810X15	SIGNAL POLY 12" RED LED 15Y YYY TNL		1		

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103-7425	BRACKET, 2W DOG HOUSE TOP		1		
103-7426	BRACKET, 2W DOG HS BOTTOM STUD YELLOW		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	****** End of Kit ******				
	ITEM 730				
103AB8446DHBO	ASTRO BRACKET DOG HOUSE ASSY BRKTS ONLY		1	557.35	557.35
103-2409	ARM KIT, 5 SEC DOG HOUSE ASSY		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	****** End of Kit ******				
	ITEM 740				
103AB8446	ASTRO BRKT 84" BAND 46" TUBE		1	335.75	335.75
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
	****** End of Kit ******				
	ITEM 750				

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103AB3658	BRACKET,ASTRO 4 SECTION 12"		1	347.10	347.10
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-2058	TUBE, GUSSET 58" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
	****** End of Kit ******				
	ITEM 760				
103-7415	BRACKET, 2-WAY SW 12" TOP BK15		1	363.50	363.50
	ITEM 770				
103-7416	BRACKET, 2-WAY SW 12" BOT BK16		1	55.20	55.20
	ITEM 780				
103-7417	BRACKET, 3-WAY SW 12" TOP BK17		1	431.20	431.20
	ITEM 790				
103-7418	BRACKET, 3-WAY SW 12" BOT BK18		1	126.35	126.35
	ITEM 800				
103-7419	BRACKET, 4-WAY SW 12" TOP BK19		1	493.15	493.15
	ITEM 810				
103-7420	BRACKET, 4-WAY SW 12" BOT BK20		1	125.55	125.55

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	ITEM 820				
101-7011	SPAN WIRE CLAMP, KA63 UNF		1	60.00	60.00
	ITEM 830				
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1	145.00	145.00
	ITEM 870				
103-7140	SIG TO SIG JOINER WASHER & HWD		1	13.35	13.35
	ITEM 890				
101-6801X	SIGNAL POLY 12" PED LED H/M FILLED ITE		1	226.25	226.25
	ITEM 900				
101-6815X	SIGNAL POLY 16" PED LED CD FILLED ITE		1	296.00	296.00
	ITEM 905				
132-6001X	FRONTIER LED 16" PED COUNTDOWN		1	195.50	195.50
	ITEM 910				
132-6008X	FRONTIER LED 12" PED HAND/PERSON		1	134.00	134.00
	ITEM 920				
146-1002	PUSHBUTTON, BULL DOG III YEL LATCH & MMTRY		1	132.00	132.00
	ITEM 935				

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146APSIN2MI	IN2 APS PUSH BUTTON ASSY, MI		1	9,934.00	9,934.00
146-1507	PUSHBUTTON, iNS2 APS 2W, T SGN, YEL, BRAILLE		8		
146-1516	CONTROL UNIT, SHELF MT, INS2-IDS2 - BIU CAPABILITY		1		
146-1550	INTERCONNECT BOARD, CABLES A & C / INS2		1		
146-1523	CABLE, SDLC, 6', W/LOGIC GND CONNECTION		1		
	****** End of Kit ******				
	ITEM 936				
146-1507	PUSHBUTTON, iNS2 APS 2W, T SGN, YEL, BRAILLE		1	783.00	783.00
	ITEM 937				
146-1516	CONTROL UNIT, SHELF MT, INS2-IDS2 - BIU CAPABILITY		1	3,320.00	3,320.00
	ITEM 938				
146-1550	INTERCONNECT BOARD, CABLES A & C / INS2		1	236.00	236.00
	ITEM 939				
146-1523	CABLE, SDLC, 6', W/LOGIC GND CONNECTION		1	114.00	114.00
	ITEM 940				
115-1010	SHAFT 10' SPUN ALUM.		1	364.70	364.70
	ITEM 950				
115-1014	SHAFT 14' SPUN ALUM.		1	510.55	510.55

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	ITEM 960				
115-1016	SHAFT 16' SPUN ALUM.		1	583.50	583.50
	ITEM 970				
103-1530	BASE, SQUARE W/SET SCREW & LUG		1	288.00	288.00
	ITEM 980				
157-1001	ANCHOR BOLT 3/4" X 18" X 3"		1	14.75	14.75
	ITEM 990				
103-7638W	BRACKET, 2-WAY 16" "T" BK38-B WIDE		1	387.00	387.00
	ITEM 1010				
103-7640	BRACKET, 16" 2-WAY STRAIGHT ARM 14.5/17" CTC BLK		1	257.95	257.95
	ITEM 1020				
103-7636	BRACKET, 1-WAY ARM, 12", BLK		1	149.00	149.00
	ITEM 1021				
103-7612	BRACKET, 2-W PT 12" TOP, 14" CTC, BLACK		1	447.00	447.00
	ITEM 1030				
103-7647	BRACKET,2-W PT 12"TOP 14"BK47-B		1	75.95	75.95
	ITEM 1031				

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
103-7608	BRACKET, 1-W PT 12"TOP, 14" CTC, BLACK		1	314.55	314.55
	ITEM 1040				
103-7636	BRACKET, 1-WAY ARM, 12", BLK		1	149.00	149.00
	ITEM 1050				
103-7665	FOOT, 4" POLE, UNIVERSAL, BLACK		1	33.00	33.00
	ITEM 1060				
103-7660	FOOT, WOOD POLE SE-4080 BLK W/HOLE		1	67.40	67.40
	ITEM 1061				
103-7616	PLUG, 1.25" FOR U1158 FOOT BLACK		1	2.10	2.10
	ITEM 1190				
180-9925	HOUSING, 24X30 4W HT SUB ASSY		1	1,540.00	1,540.00
196-2415	RETROFIT KIT, 24 X 30 4 WAY LED		1	500.00	500.00
	ITEM 1191				
18024304WLED	CASE SIGN 24X30 4WAY HT LED		1	2,597.00	2,597.00
180-9925	HOUSING, 24X30 4W HT SUB ASSY		1		
196-2415	RETROFIT KIT, 24 X 30 4 WAY		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		4		

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	****** End of Kit ******				
	ITEM 1200				
185-9926	HOUSING, 24X30 1W / 2W HT UNIV, YELLOW		1	775.00	775.00
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1	336.00	336.00
	ITEM 1201				
18524302WLED	CASE SIGN 24X30 2WAY HT LED		1	1,492.00	1,492.00
185-9926	HOUSING, 24X30 1W / 2W HT UNIV, YELLOW		1		
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		2		
	****** End of Kit ******				
	ITEM 1210				
185-9926	HOUSING, 24X30 1W / 2W HT UNIV, YELLOW		1	775.00	775.00
185-2900	SIGN FACE, 24X30 ALUMINUM BLANK YELLOW		1	85.00	85.00
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1	336.00	336.00
	ITEM 1211				
185S2W2430	CASE SIGN 2-WAY 24X30 HUB TOP		1	1,492.00	1,492.00
185-9926	HOUSING, 24X30 1W / 2W HT UNIV, YELLOW		1		
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		

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103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		2		
	****** End of Kit ******				
	ITEM 1220				
185-9924	HOUSING, 24X30 1W ABT&B UNIV, YELLOW		1	690.00	690.00
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1	336.00	336.00
	ITEM 1221				
185S1W2430AB	CASE SIGN 1-WAY AST/BK TB		1	1,534.75	1,534.75
185-9924	HOUSING, 24X30 1W ABT&B UNIV, YELLOW		1		
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1		
185-2900	SIGN FACE, 24X30 ALUMINUM BLANK YELLOW		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
	****** End of Kit ******				
	ITEM 1230				
185-9910	HOUSING, 12X27 1W HB SUB ASSY		1	1,012.00	1,012.00
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1	393.00	393.00
	ITEM 1240				

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Sales Quote

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Sales Quote Date:	6/1/2026
Expires On:	05/31/2027
Customer ID:	2170
SalesPerson:	Joe Rodes
Terms:	NET 30 DAYS

Sell To:

WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905
USA

Ship To:

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
185-9912	HOUSING, 12X27 1W AB T&B SUB ASSY		1	929.00	929.00
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1	393.00	393.00
	ITEM 1242				
185S1W1227ABLED	CASE SIGN 1-WAY 12X27 AST/BKT/T LED		1	1,361.60	1,361.60
185-9912	HOUSING, 12X27 1W AB T&B SUB ASSY		1		
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1		
144-1902	SIGN FACE, 12X27 LEFT		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	****** End of Kit ******				
	ITEM 1250				
185-9911	HOUSING, 12X27 1W HT AB/B SUB ASSY		1	1,012.00	1,012.00
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1	393.00	393.00
	ITEM 1251				
185S1W1227HTLED	CASE SIGN, 12X27 1W HT ABB LED		1	1,444.60	1,444.60
185-9911	HOUSING, 12X27 1W HT AB/B SUB ASSY		1		
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1		
144-1902	SIGN FACE, 12X27 LEFT		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	****** End of Kit ******				
	ITEM 1260				
180-9914	HOUSING, 12X27 4W THRU PIPE SUB ASSY		1	1,185.00	1,185.00

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196-1010	RETROFIT KIT, 12 X 27 1 WAY		1	393.00	393.00
	ITEM 1280				
144-2430FACE	SIGN FACE, 24X30 PER PLANS		1	88.00	88.00
	ITEM 1290				
144-1901	SIGN FACE, 12X27 RIGHT		1	30.00	30.00
	ITEM 1300				
144-1902	SIGN FACE, 12X27 LEFT		1	30.00	30.00
	ITEM 1310				
144-1903	SIGN FACE, 12X27 THRU		1	30.00	30.00
	ITEM 1320				
196-2415	RETROFIT KIT, 24 X 30 4 WAY LED		1	500.00	500.00
	ITEM 1330				
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1	336.00	336.00
	ITEM 1340				
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1	393.00	393.00
	ITEM 1350				
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1	336.00	336.00

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	ITEM 1390				
182-3077	LED, BO, 24X30 NLT SYM BLACK AB T/B		1	3,220.00	3,220.00
	ITEM 1400				
182-3078	LED, BO, 24X30 NRT SYM BLACK AB T/B		1	3,220.00	3,220.00
	ITEM 1410				
182-3076	LED, BO, 24X30 NTOR LGN BLACK AB T/B		1	3,220.00	3,220.00
	ITEM 1420				
125-1600	ACCESS POINT CARD, CONTACT CLOSURE		1	2,448.00	2,448.00
	ITEM 1430				
125-1605	SERIAL PORT RADIO		1	857.00	857.00
	ITEM 1440				
126-1610	CCU, VANTAGE RADIUS, SHELF, 4 SENSORS		1	17,320.00	17,320.00
	ITEM 1441				
141-3100	CABLE, CAT 5E 3 FT STRAIGHT THRU		1	8.65	8.65
	ITEM 1442				
141-3106	CABLE, CAT 5E 7 FT STRAIGHT THRU		1	11.50	11.50

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
	ITEM 1443				
141-3105	CABLE, CAT 5E 1 FT STRAIGHT THRU		1	11.15	11.15
	ITEM 1445				
178-3200	CONNECTOR, RJ45 MODULAR 300568EZ		1	3.25	3.25
	ITEM 1450				
125-2021	REPEATER, BATTERY OPER, LONG LIFE RPT3-LL		1	1,882.00	1,882.00
	ITEM 1460				
125-2005	BRACKET, MOUNTING AP/REP /SPP RADIO		1	179.00	179.00
	ITEM 1470				
125SENSORS	SENSYS SENSOR ASSY		1	723.00	723.00
125-3002	SENSOR, F, COUNT,		1		
125-3020	SHELL, CLEAR PLASTIC FOR FLUSH MT. SENSOR		1		
	****** End of Kit ******				
	ITEM 1471				
125SENSORS	SENSYS SENSOR ASSY		1	585.00	585.00
125-3003	SENSOR, T, STOP BAR		1		
125-3020	SHELL, CLEAR PLASTIC FOR FLUSH MT. SENSOR		1		
	****** End of Kit ******				
	ITEM 1472				

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125SENSORFLEXMAG3	SENSYS SENSOR ASSY, FLEXMAG 3		1	805.00	805.00
125-3004	SENSOR, FLEXMAG 3 FLUSH, F		1		
125-3010	CUP, EZ-OUT, W/CLIP FOR FLEXMAG 3		1		
	****** End of Kit ******				
	ITEM 1473				
125-1735	FLEX CONTROL MODULE		1	1,877.00	1,877.00
	ITEM 1474				
125-1720	FLEX CONNECT MODULE, SDLC LINK		1	1,190.00	1,190.00
	ITEM 1745				
125-1745	FLEX CONTROL POWER SUPPLY, AC		1	171.00	171.00
	ITEM 1746				
125-1750	FLEX ISOLATOR MODULE, 2 PORT		1	650.00	650.00
	ITEM 1490				
125-4001	EXTENSION CARD, CONTACT CL, NEMA TS1 OR TS2		1	482.00	482.00
	ITEM 1500				
125-1000	EPOXY, VSN240-F/T, BLACK		1	76.00	76.00
	ITEM 1505				
125-1001	EPOXY, VSN240-F/T, ORANGE		1	76.00	76.00

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	ITEM 1510				
511-2000	GUN, EPOXY CAULK, 450ML		1	134.00	134.00
	ITEM 1520				
169-3250	CABLE, CAT 5E OUTDOOR/FLOODED 250 FT ROLL		1	147.50	147.50
	ITEM 1521				
169-3500	CABLE, CAT 5E OUTDOOR/FLOODED 500 FT ROLL		1	295.00	295.00
	ITEM 1523				
169-0500	CABLE, CAT 5E OD, 600V 500', BELDEN 7958A		1	1,146.00	1,146.00
	ITEM 1524				
178-1100	CONNECTOR, EZ-RJ45 FOR 600V CAT 6E		1	14.70	14.70
	ITEM 1525				
141-3106	CABLE, CAT 5E 7 FT STRAIGHT THRU		1	11.50	11.50
	ITEM 1526				
141-3100	CABLE, CAT 5E 3 FT STRAIGHT THRU		1	8.65	8.65
	ITEM 1530				
126-1800	VANTAGE NODE ASSY, CAM/CCU/PAK/CLEARVIEW		1	30,693.00	30,693.00

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	ITEM 1535				
126-1810	VANTAGE NODE, CAM		1	10,477.00	10,477.00
	ITEM 1540				
ITEM/NOTES	VANTAGE NODE CAM ASSY, CAM/CCU/PAK		1	27,924.00	27,924.00
	ITEM 1545				
126-1815	VANTAGE NODE, CCU		1	17,447.00	17,447.00
	ITEM 1550				
126-1450	CAMERA, VANTAGE NEXT, NEXT-CAM-PAK		1	2,719.00	2,719.00
	ITEM 1590				
126-1436	CCU, VANTAGE NEXT, 2 CAM, TS2, SHELF		1	11,207.00	11,207.00
	ITEM 1600				
126-1435	CCU, VANTAGE NEXT, 4 CAM, TS2, SHELF		1	17,320.00	17,320.00
	ITEM 1610				
513-1000	DFB SIGN, 15" IQ1500, WHITE		1	3,702.00	3,702.00
	ITEM 1620				
182SNS2W6LED	STREET NAME SIGN, 6' 2W W/MOUNT LED		1	2,601.50	2,601.50
182-9953	HOUSING, 6' 2W SNS SUB ASSY, UNF		1		
196-1030	RETROFIT KIT, 6 FT SNS LED		1		

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
196-1506	POWER SUPPLY PANEL, 6 FT SNS		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
144-8906	SIGN FACE, 6' SNS, CASED, LEXAN		2		
	****** End of Kit ******				
	ITEM 1621				
182SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	1,995.50	1,995.50
182-9951	HOUSING, 8' 1W SNS SUB ASSY, UNF		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
144-8908DG	SIGN FACE, 8' SNS, CASED, DG ALUM		1		
	****** End of Kit ******				
	ITEM 1630				
182SNS2W8LED	STREET NAME SIGN, 8' 2W W/MOUNT LED		1	2,896.50	2,896.50
182-9950	HOUSING, 8' 2W SNS SUB ASSY, UNF		1		
196-1035	RETROFIT KIT, 8 FT SNS LED		1		
196-1508	POWER SUPPLY PANEL, 8 FT SNS		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
144-8908	SIGN FACE, 8' SNS, CASED, LEXAN		2		

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	****** End of Kit ******				
	ITEM 1640				
182SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	1,995.50	1,995.50
182-9951	HOUSING, 8' 1W SNS SUB ASSY, UNF		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
144-8908DG	SIGN FACE, 8' SNS, CASED, DG ALUM		1		
	****** End of Kit ******				
	ITEM 1641				
182SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	1,995.50	1,995.50
182-9951	HOUSING, 8' 1W SNS SUB ASSY, UNF		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
144-8908DG	SIGN FACE, 8' SNS, CASED, DG ALUM		1		
	****** End of Kit ******				
	ITEM 1650				
182SNS1W6LED	STREET NAME SIGN, 6' 1W W/MOUNT LED		1	2,277.50	2,277.50
182-9952	HOUSING, 6' 1W SNS SUB ASSY, UNF		1		
196-1030	RETROFIT KIT, 6 FT SNS LED		1		
196-1506	POWER SUPPLY PANEL, 6 FT SNS		1		

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103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
144-8906	SIGN FACE, 6' SNS, CASED, LEXAN		1		
	****** End of Kit ******				
	ITEM 1651				
182SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	1,995.50	1,995.50
182-9951	HOUSING, 8' 1W SNS SUB ASSY, UNF		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
144-8908DG	SIGN FACE, 8' SNS, CASED, DG ALUM		1		
	****** End of Kit ******				
	ITEM 1660				
196RFSNS62W	RETROFIT KIT 6' SNS 2 WAY LED		1	513.00	513.00
196-1030	RETROFIT KIT, 6 FT SNS LED		1		
196-1506	POWER SUPPLY PANEL, 6 FT SNS		1		
	****** End of Kit ******				
	ITEM 1670				
196RFSNS82W	RETROFIT KIT 8' SNS 2 WAY LED		1	626.00	626.00
196-1035	RETROFIT KIT, 8 FT SNS LED		1		
196-1508	POWER SUPPLY PANEL, 8 FT SNS		1		

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Project Misc.:

Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
	****** End of Kit ******				
	ITEM 1681				
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		1	40.45	40.45
	ITEM 1690				
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1	180.00	180.00
	ITEM 1700				
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1	199.60	199.60
	ITEM 1730				
169-5010	PULL BOX, CONCRETE, PG1324BA18		1	715.00	715.00
	ITEM 1740				
169-5011	COVER, CONCRETE, H.D. T.S. FOR PG1324BA18		1	701.00	701.00
	ITEM 1750				
169-5000	PULL BOX, CONCRETE, PG1730BA18		1	929.00	929.00
	ITEM 1760				
169-5001	COVER, CONCRETE, H.D. T.S. FOR PG1730BA18		1	425.00	425.00
	ITEM 1800				
157-1022	ANCHOR BOLT 1.75"X 114"X6" MDOT		1	311.00	311.00

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Sales Quote

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Sales Quote Date:	6/1/2026
Expires On:	05/31/2027
Customer ID:	2170
SalesPerson:	Joe Rodes
Terms:	NET 30 DAYS

Sell To:

WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905
USA

Ship To:

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	MUST ADD FREIGHT FROM AA TO CUSTOMER				
	ITEM 1810				
157-1023	ANCHOR BOLT 2" X 114" X 6" MDOT		1	400.00	400.00
	ITEM 1820				
194-8075	STRAIN CLAMP, 7.5" DIA, 5000#, SD		1	194.00	194.00
	ITEM 1830				
194-8085	STRAIN CLAMP, 8.5" DIA, 5000#, SD		1	188.00	188.00
	ITEM 1840				
194-8095	STRAIN CLAMP, 9.5" DIA, 5000#, SD		1	188.00	188.00
	ITEM 1850				
194-8105	STRAIN CLAMP, 10.5" DIA, 5000#, SD		1	200.00	200.00
	ITEM 1860				
194-8115	STRAIN CLAMP, 11.5" DIA, 5000#, SD		1	208.00	208.00
	ITEM 1870				
194-8125	STRAIN CLAMP, 12.5" DIA, 5000#, SD		1	211.00	211.00
	ITEM 1880				
144-1011	PED SIGN - R10-3E AR RIGHT COUNTDOWN		1	19.25	19.25

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	ITEM 1881				
144-1012	PED SIGN - R10-3E AR LEFT COUNTDOWN		1	19.25	19.25
	ITEM 1882				
144-1004	PED SIGN - R10-3B AR RIGHT MDOT		1	11.25	11.25
	ITEM 1883				
144-1005	PED SIGN - R10-3B AR LEFT MDOT		1	11.25	11.25
	ITEM 1890				
577-1290	STABILIZER BAR, TOP, 1/4" & 5/16" CABLE, ALUM		1	37.00	37.00
	ITEM 1900				
577-1291	STABILIZER BAR, BOTTOM, 1/4" & 5/16" CABLE, ALUM		1	32.50	32.50
	ITEM 1910				
403-1225	TETHER, TRI-STUD, ALUM, W/NYL NUT		1	57.40	57.40
	ITEM 1920				
577-4000	HANGER ASSY, BREAKAWAY		1	126.25	126.25
	ITEM 1930				
589-4009	TURNBUCKLE, 9" MAX ADJ, 2,200 LB WORK LOAD		1	67.00	67.00

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	ITEM 1940				
185-7135	SIGNAL SUPPORT PLATE, INNER, SA		1	7.95	7.95
	ITEM 1950				
185-7130	SIGNAL SUPPORT PLATE, OUTER, SA		1	7.95	7.95
	ITEM 1960				
580MDOTCELL	DIGI CELLULAR ROUTER, MDOT		1	653.20	653.20
580-3004	CELLULAR ROUTER, DIGI, 4G LTE, GPS, WR31		1		
178-2005	POWER SUPPLY, 24V, 40 WATT GST40A24-P1J		1		
178-2006	POWER CORD, POWER SUPPLY, 10A, 125VAC		1		
518-9010	PIGTAIL, DC BARREL FOR 40W PWR SPLY		1		
	****** End of Kit ******				
	ITEM 1970				
580-3020	ANTENNA, CELLULAR/LTE & GPS, CAB MNT		1	180.00	180.00
	ITEM 1980				
126VECTORCAM	VECTOR CAMERA SYSTEM		1	7,944.00	7,944.00
126-1710	VECTOR NEXT SENSOR, NEXT CAM & RADAR		1		
85-1015	BRACKET, VECTOR CROSSFIRE		1		
	****** End of Kit ******				
	ITEM 2000				
103TS12ABHAWK	1-WAY HAWK, 2-COLOR 12" MATS		1	1,116.90	1,116.90

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101-4810X15	SIGNAL POLY 12" RED LED 15Y YYY TNL		2		
101-4821X15	SIGNAL POLY 12" YEL LED 15Y YYY TNL		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-7425	BRACKET, 2W DOG HOUSE TOP		2		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	****** End of Kit ******				
	ITEM 2010				
146BULLDOG	PUSHBUTTON AND SIGN, BULLDOG		1	325.75	325.75
146-1011	PUSHBUTTON, BULL DOG SP-014 YELLOW		1		
146-2001	ADAPTER, PUSHBUTTON WOOD YEL		1		
146-1011	PUSHBUTTON, BULL DOG SP-014 YELLOW		1		
144-1013	PED SIGN - R10-3E AR LT & RT COUNTDOWN		1		
	****** End of Kit ******				
	ITEM 2020				
101WSH	SIGN, X-WALK STOP ON RED HAWK		1	347.00	347.00
144-NS007783	SIGN, 24X30 R10-23, X-WALK STOP ON RED W/ BALL, STATIC		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-9024P33	BRACKET, ASTRO SIGN TUBE 24" P33 BLACK		2		
	****** End of Kit ******				

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	ITEM 2030				
101ACM304PSPR	CABINET ASSY, M30 4PH MDOT		1	7,367.20	7,367.20
105-2312	CONTROLLER, COBALT-C, EOS		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		8		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXPL-120VAC		2		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	****** End of Kit ******				
	ITEM 2050				
128GRIDSMARTCAM	GRIDSMART CAMERA ASSY		1	18,444.00	18,444.00
128-1102	PROCESSOR, GS3 GRIDSMART		1		
128-1125	INTERFACE MODULE, GS3 TS2		1		
128-1110	INTERFACE CABLE, GS2/GS3, TS2		1		
128-1200	PERFORMANCE PLUS MODULE, GRIDSMART		1		
	****** End of Kit ******				
	ITEM 2060				
128HEMISPCAM	HEMISPHERICAL VIDEO DETECTION CAMERA		1	4,413.00	4,413.00
128-1000	CAMERA, GRIDSMART SMARTMOUNT		1		

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
128-1155	COUPLER		1		
128-1505	CABLE, EPM 10AWG GROUND, 10'		1		
128-1510	CABLE, CAT 5E PATCH, 5' GRIDSMART		1		
128-3000	ETHERNET PROTECTION MODULE		1		
128-4000	SMARTMOUNT COMPLETE POLE ASSEMBLY		1		
128-4002	SMARTMOUNT CAP		1		
128-4003	SMARTMOUNT J MOUNTING BODY		1		
103-2090	CLAMP KIT, ASTRO BRACKET TENON MT		1		
	****** End of Kit ******				
	ITEM 2070				
177BEACONR829D	MX SERIES R829 BEACON, DUAL, 50W		1	11,350.66	11,350.66
177-NS14013	MX BEACON MODULE, 12" YLW LED, POLY W/ VISOR YLW		4		
177-NS14014	MOUNT, MX SERIES, SOP SINGLE 2 ARMS 2 HUB, YLW		4		
177-NS14015	HARNESS, FLASHER MODULE, 16'		4		
177-NS14016	MX 200 SOLAR POWER MODULE, 50W, NATURAL		2		
177-NS14017	MOUNT, TOP OF POLE 3.5-4.5" RND, MX POWER MOD, NAT		2		
177-2046	BATTERY, F/MX SERIES 18 AH, STANDARD		4		
144-NS11408	SIGN, 24X48 S5-1 SCHOOL SPEED 25 WHEN FLASHING FYG		2		
144-2040	SIGN SCH XING 36X36 S1-1 FYG DG ALUM		2		
	****** End of Kit ******				
	ITEM 2080				
177BEACONR829S	R829-E SINGLE BEACON, POST MOUNT		1	9,937.00	9,937.00
177-NS14019	LED SIGN MODULE , S5-1 SCHOOL 25 MPH, 24X48", FYG		2		

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177-NS13074	SIGN MOUNT KIT, LED, BANDING TO POLE, W/O BANDING		2		
177-NS14015	HARNESS, FLASHER MODULE, 16'		2		
177-NS14016	MX 200 SOLAR POWER MODULE, 50W, NATURAL		2		
177-NS14017	MOUNT, TOP OF POLE 3.5-4.5" RND, MX POWER MOD, NAT		2		
177-2046	BATTERY, F/MX SERIES 18 AH, STANDARD		4		
144-2040	SIGN SCH XING 36X36 S1-1 FYG DG ALUM		2		
	****** End of Kit ******				
	ITEM 2090				
	CARMANAH OPTIONAL REMOTE PROGRAMMING				
177-NS14020	SUBSCRIPTION, MX PRO 1 YEAR		1	312.00	312.00
	ITEM 2120				
144-8908	SIGN FACE, 8' SNS, CASED, LEXAN		1	293.00	293.00
	W/CITY LOGO				
	ITEM 2125				
144-8906	SIGN FACE, 6' SNS, CASED, LEXAN		1	240.00	240.00
	W/CITY LOGO				
	ITEM 2130				
178-2200	CABLE, MONITOR, HDMI 10', VANTAGE NEXT		1	11.50	11.50
	ITEM 2135				
101-2852	CABLE, SDLC, 4', CLIPS BOTH ENDS		1	85.75	85.75

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
	ITEM2140				
141-3110	CABLE, CAT 6 5 FT STRAIGHT THRU		1	5.75	5.75
	ITEM 2150				
ITEM/NOTES	CLEARGUIDE SAFETY W/PEDSAFE PER INTERSECTION - 1 YEAR		1	770.00	770.00
	ITEM 2155				
ITEM/NOTES	PEDSAFE 2 FT CROSSWALK LIGHT		1	1,170.00	1,170.00
	ITEM 2165				
ITEM/NOTES	VANTAGE PEDSAFE PCU		1	5,364.00	5,364.00
	ITEM 2170				
ITEM/NOTES	VANTAGE PEDSAFE RADAR SENSOR W/BRKT		1	4,677.00	4,677.00
	ITEM 2175				
ITEM/NOTES	SINGLE SENSOR + CORE CCU + NODE CAM		1	30,693.00	30,693.00
	ITEM 2200				
ITEM/NOTES	AI-500-052 REMOTE NETWORK UNIT W/REMOTE OUTLET CONTROLLER		1	1,100.00	1,100.00
	ITEM 2205				
ITEM/NOTES	AI-500-085-02 SERIES GLANCE PREEMPT & PRIORITY FIELD UNIT		1	2,754.00	2,754.00

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
	ITEM 2210				
ITEM/NOTES	AI-500-085-03 SERIES GLANCE PREEMPT & PRIORITY FIELD UNIT		1	2,493.00	2,493.00
	ITEM 2215				
ITEM/NOTES	AI-500-085-04 FMU - SMALL FORM FACTOR		1	2,954.00	2,954.00
	ITEM 2220				
ITEM/NOTES	AI-500-065 VEHICLE PREEMPT UNIT		1	2,339.00	2,339.00
	ITEM 2225				
ITEM/NOTES	AI-500-087 OPTICAL DATA AGGREGATOR (ODA)		1	616.00	616.00
	ITEM 2230				
ITEM/NOTES	GLANCE ONE-TIME LICENSE + CONFIG 1 -19 DEVICES		1	739.00	739.00
	ITEM 2235				
ITEM/NOTES	GLANCE ONE-TIME LICENSE + CONFIG - 20-99 DEVICES		1	616.00	616.00
	ITEM 2240				
ITEM/NOTES	GLANCE PREEMPT + PRIORITY - PASSTHROUGH 1 YEAR		1	462.00	462.00
	ITEM 2245				
ITEM/NOTES	GLANCE PREEMPT + PRIORITY - PASSTHROUGH 3 YEAR		1	1,348.00	1,348.00
	ITEM 2250				

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
ITEM/NOTES	GLANCE PREEMPT + PRIORITY - PASSTHROUGH 5 YEAR		1	2,200.00	2,200.00
	ITEM 2255				
ITEM/NOTES	GLANCE PREEMPT + PRIORITY - PASSTHROUGH 10 YEAR		1	3,390.00	3,390.00
	ITEM 2260				
ITEM/NOTES	GLANCE RTTI UPGRADE (PER DEVICE) 1 YEAR		1	154.00	154.00
	ITEM 2265				
ITEM/NOTES	GLANCE RTTI UPGRADE (PER DEVICE) 3 YEAR		1	385.00	385.00
	ITEM 2270				
ITEM/NOTES	GLANCE RTTI UPGRADE (PER DEVICE) 5 YEAR		1	616.00	616.00
	ITEM 2275				
ITEM/NOTES	GLANCE RTTI UPGRADE (PER DEVICE) 10 YEAR		1	924.00	924.00
	ITEM 2280				
ITEM/NOTES	AI-500-22 STREET LIGHT MONITORING		1	385.00	385.00
	ITEM 2285				
ITEM/NOTES	GLANCE STREET LIGHT MONITOR C&S WARRANY 1 YEAR		1	154.00	154.00
	ITEM 2290				
ITEM/NOTES	GLANCE STREET LIGHT MONITOR C&S WARRANY 3 YEAR		1	308.00	308.00

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Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
	ITEM 2295				
ITEM/NOTES	GLANCE STREET LIGHT MONITOR C&S WARRANY 5 YEAR		1	462.00	462.00
	ITEM 2300				
ITEM/NOTES	GLANCE STREET LIGHT MONITOR C&S WARRANY10 YEAR		1	616.00	616.00

Subtotal:	**496,972.16**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	**496,972.16**

07/06/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION FOR THE PURCHASE OF A STROBIC EXHAUST FAN

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote for a Strobic exhaust fan from the sole source provider, Quality Air Service, Inc. in the amount of $25,571.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of a Strobic exhaust fan.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Quote
Sole Source Letter

CITY OF WYOMING | PUBLIC WORKS

Wastewater Treatment Plant | 2350 Ivanrest Ave. SW, Wyoming, MI 49509
616.261.3550 | wyomingmi.gov

STAFF REPORT

Date: June 24, 2026

Subject: WWTP Laboratory Exhaust Fan Replacement

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: July 6, 2026

RECOMMENDATION:

It is recommended that the City Council accept the quote from Quality Air Service Inc. for the purchase of one replacement Strobic exhaust fan in the amount of $25,571.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Wastewater Treatment Plant (WWTP) is equipped with two Strobic exhaust fans that maintain the required air exchange rate within the laboratory environment. To ensure compliance with laboratory ventilation standards, these exhaust fans are designed for continuous operation. One of the exhaust fans has developed considerable corrosion and requires replacement.



Therefore, plant staff contacted Quality Air Service, the exclusive representative of all Strobic Air Technologies products. Quality Air Service conducted an on-site inspection to assess system condition and performance requirements. Following their evaluation, they provided a quotation totaling $25,571.00 for a direct-replacement Strobic exhaust fan assembly.

Because of the proprietary nature of the Strobic Air Technologies design and the critical performance and safety requirements associated with laboratory exhaust applications, replacement equipment must be procured directly through Quality Air Service. Once the new exhaust fan is delivered, WWTP staff will coordinate and perform the installation.

BUDGET IMPACT:

Adequate funds exist in the Wastewater Treatment Plant account #590-536-54300-775.000.

SPX TECHNOLOGIES

CINCINNATI FAN
STROBIC AIR
DANIELS FANS
TAMCO

Date: 5/27/26

Subject: Sole Source Manufacturer Letter for Strobic Air Technologies

To whom it may concern,

This letter confirms that **Strobic Air Technologies**, a brand of SPX Technologies, is the **sole source manufacturer** of Strobic high-plume high dilution custom engineered laboratory exhaust fan systems.

Strobic Air's products incorporate proprietary designs, components, and application engineering specific to high-plume, mixed-flow laboratory exhaust systems, including nozzle design, plenum configuration, integrated controls, etc. as appropriate. These systems are engineered, tested, and supported as a complete, integrated solution and are not available from any other manufacturer.

For the state of Michigan, all Strobic Air equipment and related services for this project are supplied exclusively through our local authorized representative, **Quality Air Service**. Only Strobic Air Technologies and its authorized representatives are trained and authorized to provide equipment, factory-approved components, and technical support for these systems. Because of the proprietary nature of the Strobic design and the critical performance and safety requirements associated with laboratory exhaust applications, all equipment and associated services described above must be procured directly from **Strobic Air Technologies** through our local representative **Quality Air Service**. Feel free to reach out to me directly with any additional questions.

Best Regards,

Ben Stevens
Strobic Air – North American Regional Sales Manager, Central
Ben.Stevens@spx.com
MOB +1 513.496.9446

CITY OF WYOMING

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

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

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

Effective Date means: July 7, 2026.

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

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

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

Supplier means: Quality Air Service, Inc.
[Name of supplying entity]
A Michigan corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
6701 Quality Way, PO Box 2947
[Supplier's street address]
Kalamazoo, MI 49003
[Supplier's city, state & zip]

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal.

2. City will pay the Supplier in accordance with the Proposal.

3. Supplier represents and warrants the City Standard Terms and Conditions shall apply. The Supplier standard terms, specifications, conditions or inconsistencies do not apply unless specifically agreed in writing by the City. Except for those specifically waived or modified in this paragraph, Supplier is complying with and will comply with the City Standard Terms and Conditions. Waived or modified conditions are as follows:

None.

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

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

City of Wyoming

By: _____
John Shay, City Manager

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Quality Air Service, Inc.

By: Andrew Ordway
[Signature officer, director, or principal of Supplier]
Andrew Ordway - President
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: June 17, 2026

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. Qualifications. Supplier represents and promises that:

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Payment to Supplier.

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

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

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

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

8. Information, Quality, and Related Requirements.

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

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

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

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

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

10. Tariff, Duty or Import Charges. To the extent there are charges for tariffs, duties, or import/export charges imposed by a government on goods or services imported from another country required to be paid under this agreement, the Supplier shall make best efforts to identify and estimate those costs at the time of entry of this agreement. If the Supplier becomes aware of any such tariff, duty, or import/export charge after execution of this agreement but before the applicable goods or services are provided, the Supplier shall promptly notify the City in writing and provide an updated estimate of the expected charges. Prior to payment, the Supplier shall provide verifiable documentation of the actual amount paid or amount required to be paid by the Supplier. The City may withhold payment of the tariff, duty or import charge portion of the contract, until verifiable documentation is made, including but not limited to, Harmonized Tariff Schedule (HTS) code, CBP Form 7501 (Entry Summary), commercial invoice showing the importation of goods, bill of lading or shipping documents indicating international sourcing, or customs brokers documentation verifying the charges. To the extent Supplier receives refunds for payment of tariffs, duties, or import charges, the Supplier shall reimburse the City for amounts reimbursed.

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

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

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

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

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

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

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

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

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

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

A. Supplier shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of actions, errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

16. Insurance.

A. Supplier shall maintain 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 Suppliers Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
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	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
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 Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

17. General Terms.

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

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

QUALITY AIR SERVICE

Since 1977

□ Corporate & Sales Office
6701 Quality Way
PO Box 2947
Kalamazoo, MI 49003-2947
PH (269) 327-3055
FX (269) 327-6241

□ Branch Office
Brighton MI
PH (810) 844-0340
FX (810) 844-0341

□ Branch Office
Midland MI
PH (989) 496-2233
FX (989) 496-2695

www.qairservice.com

QT250256B

June 11, 2026

Dan Kleinheksel | Utility Maintenance Manager
City of Wyoming
2350 Ivanrest Ave SE
Grandville, MI 49418

Subj: **CITY OF WYOMING**
TRI-STACK EXHAUST FAN REPLACEMENTS
GRANDVILLE, MICHIGAN
STROBIC AIR TECHNOLOGIES EQUIPMENT PRICING

Quality Air Service is pleased to provide our quote as follows:

Strobic Air Technologies Equipment

(1) Strobic Tri-Stack exhaust fan replacement to include the following components:

- Fan Model: TS1L150B18
- Touch-Up Paint Kit: Included for Field Repairs
- Motor: 460V Motor w/ Shaft Grounding (STK/Not Class 1, Div 2 Compliant Motor)
- Disconnect Switch: 60 Amp Rotatory Type NEMA 4X Switch - uL705
- Electric Interlock: Included
- 7-Year Warranty: Included

TOTAL NET PRICE $ 25,571
FREIGHT NOT INCLUDED
TAX NOT INCLUDED

Clarifications:

- Existing silencers and nozzles will be reused.
- Please see additional information in our Terms & Conditions attached to this quote.

Items Included:

- Factory-Authorized Startup and Inspection
- Verification of Fan Rotation, Damper Operation, and Actuator Control
- Coordination with Tab Contractor for Airflow Balancing

Items Not Included:

- Fan Installation
- Electrical Installation
- Controls Integration
- Roof Penetrations
- Structural Engineering or Reinforcement
- Structural Support and Roof Curb Installation
- Electrical Power Wiring to Fan, VFDs, and Disconnect
- Control Wiring and Bas Integration

- Ductwork Connections to Plenum Inlet
- Startup Power and Final Connections

The above pricing is FOB factory, and is effective for 30 days. Pricing does not include any applicable taxes. Payments by credit card will incur an additional 3% surcharge.

Invoicing will be done as follows:

- 10% billed upon completion of engineering and submittals.
- 80% billed upon shipment of materials.
- Balance of 10% billed upon completion start-up and project close-out.
- Terms of payment are net 30 days.

Please allow 1-2 weeks for preparation of submittals after receipt of your order and 20-24 weeks for shipment of equipment after receipt of approved submittals.

Please issue your purchase order to Quality Air Service, P.O. Box 2947, Kalamazoo, MI 49003-2947. You can mail, fax (269/327-6241), or e-mail your order to orderentry@qairservice.com.

If you are interested in further discussion regarding this project, please call 268-327-3055.

QUALITY AIR SERVICE

Kyle Emmerich
Sales Engineer

kae

Note: *Due to recent Federal Government policy changes, including tariffs (threatened or actual) on imported goods, may cause QAS's quoted prices to increase abruptly without notice after the issuance of this quote and prior to invoicing. QAS reserves the right to increase its pricing by the amount of any such surcharges or price increases. QAS will use its best efforts to mitigate any potential impacts but cannot be responsible for cost and/or schedule impacts beyond our control.*

QUALITY AIR SERVICE

Kalamazoo Office
6701 Quality Way
PO Box 2947
Kalamazoo, MI 49003
PH (269) 327-3055
FX (269) 327-6241

Branch Office
Brighton, MI
PH (810) 844-0340
FX (810) 844-0341

Branch Office
Midland, MI
PH (989) 496-2233
FX (989) 496-2695

www.qairservice.com

Terms And Conditions

Acceptance and Prices - This proposal is subject to acceptance within 15 days from date, and the prices are subject to change without notice prior to acceptance by Customer. Any surcharges or price increases, after the issuance of a QAS quotation through the time of QAS invoicing, charged to QAS from its Suppliers due to Government policy changes will be passed on to the purchaser for their payment in full to QAS.

Performance – Quality Air Service, LLC ("QAS") shall be obligated to furnish only the goods described in QAS's submittal data. The duty to perform under any order on the part of QAS and the price thereof is subject to the approval of its Credit Department and is also contingent upon strikes, accidents, fires, insolvency, the inability to procure materials from the usual sources of supply, or upon any like or unlike cause beyond the control of QAS. Upon disapproval of the Credit Department or upon the occurrence of any such event as aforesaid, QAS may delay performance or, at its option, renegotiate prices and terms and conditions of sale with the Customer. If QAS elects to renegotiate and QAS and the Customer are unable to agree on revised prices or terms, the order shall be cancelled without any liability.

Taxes – Quoted prices do not include taxes. All taxes are extra unless otherwise noted.

Warranty and Liability – Unless otherwise stated in the body of the QAS quotation, QAS warrants for a period of 12 months from initial start-up or 18 months from date of shipment, whichever occurs first. QAS warrants that products covered by this order (1) are free from defects in material and manufacture and (2) have the capacities and ratings set forth in QAS's submission data; no warranty is made against corrosion, erosion or deterioration. QAS's obligations and liabilities under this warranty are limited to furnishing, f.o.b. factory or warehouse at QAS designated single shipping point, freight allowed to QAS's warranty agent's stock location, replacement equipment (or at the option of QAS parts therefore) for all QAS products not conforming to this warranty and which have been returned to the manufacturer. No liability whatever shall attach to QAS until products have been paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective.

Warranty Disclaimer - The above warranties are given in lieu of all other warranties, express or implied, including THE IMPLIED WARRANY OF MERCHANTABILITY, any implied warranty of fitness for a particular purpose and any implied warranties otherwise from course of dealing or trade.

Liability Disclaimer - In no event, shall QAS be liable for any incidental or consequential damages, resulting from the use, misuse or inability to use the product. This exclusion applies regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Should QAS nevertheless be found liable for any damages, they shall be limited to the QAS cost of the equipment.

Shipment Dates - Shipment dates are estimates only. Lead times are estimates only. Estimated ship dates and estimated lead times can fluctuate based on circumstance beyond QAS's control. No contract will be made to ship at a specified time unless identified and agreed to at the contract date. Shipments shall be f.o.b. factory at named shipping point with title passing to the Customer upon delivery to the carrier by the unit manufacturer. QAS shall not be held liable nor accountable to any liquidated or consequential damages, or delay expenses of any kind, due to manufacturing and/or shipping delays caused by the manufacturer.

Returns - Goods must not be returned except by permission of QAS, and when so returned will be subject to a discount.

Cancellation - If, following acceptance of this proposal by the Customer, all or any portion of this order is cancelled by the Customer without default on the part of QAS or without QAS's written consent, the Customer shall be liable to QAS for cancellation charges including, but not limited to QAS's incurred costs and such profit as would have been realized by QAS from the transaction had the agreement not been cancelled by the Customer.

Payment - Payment terms for goods shipped hereunder will be net 30 days unless contrary terms appear on the face hereof or unless otherwise expressly agreed to in writing by QAS. QAS reserves the right to add to any account outstanding for more than 30 days a service charge of 1 1/2% of the principal amount due at the end of each month, or the maximum allowable legal interest rate, if it is a lesser amount. In the event QAS pursues litigation, Customer shall pay QAS's Court costs, reasonable attorneys' fees and all other costs of collection, including but limited to expert fees, deposition costs, and other litigation expenses. Customer consents to jurisdiction and venue in the State Courts of Marion County, Indiana, waives all objections to same, and agrees that the law of the State of Indiana shall be applicable to this agreement and all disputes between QAS and Customer.

07/06/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION FOR THE PURCHASE OF A
SCREW PUMP GEARBOX REPLACEMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote for a screw pump gearbox replacement from Motion Industries, Inc. in the amount of $45,366.69.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of a screw pump gearbox replacement.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Quote

CITY OF WYOMING | PUBLIC WORKS

Wastewater Treatment Plant | 2350 Ivanrest Ave. SW, Wyoming, MI 49509
616.261.3550 | wyomingmi.gov

STAFF REPORT

Date: June 25, 2026

Subject: WWTP Screw Pump Gearbox Replacement

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: July 6, 2026

RECOMMENDATION:

It is recommended that the City Council accept the quote from Motion Industries, Inc. for the purchase of one replacement gearbox in the amount of $45,366.69 for a screw pump at the WWTP.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Wastewater Treatment Plant (WWTP) utilizes three screw pumps that are essential for conveying wastewater through the treatment process. Each pump requires a gearbox between the motor and pump to operate, and its function is critical to prevent the backup of wastewater flow. One of the screw pump gearboxes has experienced significant wear, rendering the pump no longer operational. After inspection, replacement of the gearbox assembly was determined to be necessary.

To address this issue, plant staff contacted two authorized distributors of the gearbox, Motion Industries and Applied Industrial Technologies, to obtain pricing for a replacement gearbox. Both distributors confirmed the correct gearbox model required for a direct replacement and provided quotes. The costs are summarized in the following tabulation.

After a review of the quotes, Motion Industries provided the lowest cost and is an authorized distributor capable of supplying the correct unit. Therefore, it is recommended that the City Council accept the quote from Motion Industries, Inc. for the purchase of one replacement gearbox in the amount of $45,366.69. Once the new gearbox is delivered, WWTP staff will perform the installation.

TABULATION:

Distributor	Amount
Motion Industries, Inc.	$45,366.69
Applied Industrial Technologies	$46,123.22

BUDGET IMPACT:

Adequate funds exist in the Wastewater Treatment Plant account #590-536-54300-775.000.

Photo of screw pumps:



CITY OF WYOMING

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

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

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

Effective Date means: June 18, 2026 .

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

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

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

Supplier means: Motion Industries, Inc.
[Name of supplying entity]

A Delaware corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]

2570 Walker NW
[Supplier's street address]

Grand Rapids, MI 49544
[Supplier's city, state & zip]

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants the City Standard Terms and Conditions shall apply. The Supplier standard terms, specifications, conditions or inconsistencies do not apply unless specifically agreed in writing by the City. Except for those specifically waived or modified in this paragraph, Supplier is complying with and will comply with the City Standard Terms and Conditions. Waived or modified conditions are as follows:

   None.
4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations, or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Supplier.

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

City of Wyoming

By: _____
John Shay, City Manager

Date Signed: _____

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Motion Industries, Inc.

By: _____
[Signature officer, director, or principal of Supplier]

KYLE TORDI Sales Manager
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: June 25th, 2026

CITY OF WYOMING

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Supplier and all Supplier's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations. 2. Qualifications. Supplier represents and promises that:

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Payment to Supplier.

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

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

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

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

8. Information, Quality, and Related Requirements.

A. Unless otherwise stated in the Proposal, all items shall be new or remanufactured to OEM standards. Supplier is a distributor of products manufactured by other companies. As such, Supplier generally does not design, manufacture, alter, modify, test, inspect, package or provide instructions or warnings with respect to the goods sold hereunder. Supplier, itself, makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESS OR IMPLIED for the goods sold hereunder. Any product warranty extended to City is that of the manufacturer, and not that of

Supplier. Supplier shall assist City with claims by City against manufacturers in connection with any non-conformities during manufacturer's warranty period, if any. Supplier shall also pass through all available warranty benefits from the applicable manufacturer to City to the extent permitted by contract or law. ~~, the best of their respective kind, and free from defects.~~

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

C. ~~Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.~~ All normally stocked items at Supplier's servicing branch, including any committed inventories, and its servicing distribution center that are delivered via branch's normal consolidated delivery method and schedule will be F. O. B. to City's location, prepaid & allowed. All non-stock material and orders requiring premium handling will be delivered F. O. B. shipping point, prepaid & added.

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

10. Tariff, Duty or Import Charges. To the extent there are charges for tariffs, duties, or import/export charges imposed by a government on goods or services imported from another country required to be paid under this agreement, the Supplier shall make best efforts to identify and estimate those costs at the time of entry of this agreement. If the Supplier becomes aware of any such tariff, duty, or import/export charge after execution of this agreement but before the applicable goods or services are provided, the Supplier shall promptly notify the City in writing and provide an updated estimate of the expected charges. Prior to payment, the Supplier shall provide verifiable documentation of the actual amount paid or amount required to be paid by the Supplier. The City may withhold payment of the tariff, duty or import charge portion of the contract, until verifiable documentation is made, including but not limited to, Harmonized Tariff Schedule (HTS) code, CBP Form 7501 (Entry Summary), commercial invoice showing the importation of goods, bill of lading or shipping documents indicating international sourcing, or customs brokers documentation verifying the charges. To the extent Supplier receives refunds for payment of tariffs, duties, or import charges, the Supplier shall reimburse the City for amounts reimbursed.

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

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

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

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

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

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

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

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

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

15. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents except to the extent arising or resulting from the negligent acts or omissions or intentional misconduct of the City.

A. Supplier shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of negligent actions, errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

16. Insurance.

A. Supplier shall maintain 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 Suppliers Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess but only to the extent of Supplier's indemnity obligations herein.
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 but only to the extent of Supplier's indemnity obligations herein.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.

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 Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

17. General Terms.

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

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

MiMOTION

Quote

Date: 06/18/26

MOTION
2570 WALKER NW
GRAND RAPIDS, MI 49544-0000
PHONE : 6167919770
FAX : 6167919796

Note: Due to recent volatility of raw materials, price and delivery are subject to change based on availability at time of order.

Requests for statutory and regulatory documentation (REACH, RoHS, California Prop 65, Conflict Minerals, Certificates of Conformance, Safety Data Sheets, and other applicable compliance documents) for the product(s) in this order must be communicated by the customer to the Motion Industries, Inc. sales representative at the time the order is placed. Motion Industries, Inc. cannot accept requests for these documents after completion of the sale.

To:

WYOMING CITY OF
2350 IVANREST AVE SW
GRANDVILLE, MI 49418
PO: ROSSI GEAR REDUCER

Quote Number:	MI30 - 0001131832
Customer RFQ:	ROSSI GEAR REDUCER
FOB:	FOB ORG,FRT PP&ADD
Quote Placed By:	DAN KLEINHEKSEL
Order Sent By:	KEVIN
Payment Terms:	1% 10TH & 25TH NET 30
Delivery:	STOCK UNLESS NOTED

DIRECT SHIP CARRIER: UPS GROUND SERVICE

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE ITEM: 001 R000245772		1	EA	$45,366.690	$45,366.69
ITEM NO: 19997832	ROSSI GEARMOTOR				
		Expected Date:			

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTION.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

Description	Manufacturer	Quantity	Unit	Unit Price	Amount

******14-16 WEEK FACTORY LEAD TIME******
HELICAL GEAR REDUCER CATALOG G R 3I 250 UP2A - 51.7
NOT OSCILLATORY NON-STD. MOUNTING POSITION B8-30° V5
INPUT SPEED N1 1800 MIN-1
SOLID LOW SPEED SHAFT ON OPP. SIDE TO GROOVE (HI1)
LOW SPEED SHAFT DOUBLE SEAL (DT2)
OIL TEMP. PROBE WITH THERMINAL BOX AND AMPER.
TRANSDUCER (IT7)
BACKSTOP DEVICE FREE ROTATION
WHITE ARROW (DA1)
BEARING LUBRICATION PUMP (P)
OIL DRAIN TAP AND MAGNETIC PLUG (TAM)
PAINT CYCLE 2H COLOUR BLUE RAL 5010 (CORROSIVITY CLASS C4 M)
METAL PLUGS; FILLER PLUG WITH FILTER AND BREATHER (TM3)
COOLING WITH 1 FAN POS. 2 ON SPIGOT WITH FAN COVER AND GRID
THE TARIFF COST IS INCLUDED
THE ESTIMATED FREIGHT COST IS 349.00

SUB TOTAL:	$45,366.69
SALES TAX:	$0.00
TOTAL: USD	$45,366.69

Want to view inventory and place orders on-line? Motion.com can meet your needs. Register On-line at www.Motion.com.

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND
CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTION.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

07/06/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ENTER INTO A SERVICE AGREEMENT FOR
TURBO BLOWERS AT THE WASTEWATER TREATMENT (WWTP) PLANT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize entering into a five-year service plan for two APGN1500 turbo blowers at an annual cost of $198,000.
2. It is further recommended City Council authorize the City Manager to approve future service agreements with AGPG Neuros, Inc.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from APG Neuros, Inc. for a five-year service plan for two APGN1500 turbo blowers.
2. City Council authorizes the City Manager to approve future service agreements in accordance with budget authorization.
3. 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 July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Agreement

CITY OF WYOMING | PUBLIC WORKS

Wastewater Treatment Plant | 2350 Ivanrest Ave. SW, Wyoming, MI 49509
616.261.3550 | wyomingmi.gov

STAFF REPORT

Date: June 15, 2026

Subject: Blower Asset Management and Maintenance Service Plan

From: Jon Burke, WWTP Superintendent

CC: Aaron Vis, Director of Public Works

Meeting Date: July 6, 2026

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to enter into a 5-year service plan for the (2) APGN1500 Turbo Blowers as outlined in the attached proposal from APG Neuros, Inc., with an annual cost of $198,000.00, and authorize the City Manager to sign future renewals consistent with budgetary authority.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

With Council Resolution No. 27817 dated August 21, 2023, the City Council approved the lease of a 700-hp blower from APG Neuros to provide the aeration basins at the Wastewater Treatment Plant (WWTP) with sufficient oxygen. This blower was an urgent installation due to failure of existing equipment, and it was subsequently purchased out of the lease agreement. The 700-hp blower is already in a service plan authorized by the Council on November 18, 2024. In January of 2024, two additional but larger blowers were also approved by Council with Resolution No. 27946 as part of the complete blower replacement project.

The two 1500-hp blowers have been running well since their installation last year and the manufacturer's warranty will expire soon. The highly technical nature of the new turbo blowers limits the amount of maintenance that WWTP staff will be able to perform on these units. It is therefore recommended that a factory inspection and service be done on an annual basis. The Asset Management and Maintenance Service Plan from APG Neuros will not only include an extended warranty, but will also include an extensive annual service, continued software upgrades, and priority supply of spare parts when needed.

The service plan is offered as a five-year Asset Management and Maintenance Plan. It is recommended that the Council approve the five-year contract and authorize the City Manager to sign any renewals that may be necessary consistent with budgetary authority.

BUDGET IMPACT:

Sufficient funds have been budgeted for and exist in the Sewer Fund.









PROPOSAL FOR AN ASSET MANAGEMENT AND MAINTENANCE SERVICE PLAN

Presented to:

Jon Burke
Superintendent
City of Wyoming Clean Water Plant
2350 Ivanrest Avenue Southwest
Grandville, MI 49418
616-261-3576
jon.burke@wyomingmi.gov

May28th 2026

Our Proposal

Reference: AM-2026-6971 AMMSP 23-0031, 23-0034– City of Wyoming, MI - Clean Water facility

Subject: **Proposal for an Asset Management and Maintenance Service Plan**

Equipment covered: (2) APGN1500 Turbo Blowers

Dear Mr. Burke

We are pleased to provide you with our proposal for an **Asset Management and Maintenance Service Plan** for our product in your facility.

We trust that our High-Speed Turbo Blowers have met your expectations throughout the life of the operation at your facility. APG-Neuros is continuously listening to its customers to develop the highest quality products and offer the latest product innovations to keep your blowers technologically current and up to date.

This plan has been carefully designed to provide you with a peace-of-mind operation, protecting your turbo blowers from unscheduled events. Through the Asset Management, we incorporate the latest improvements and developments into your Turbo Blowers and proactively manage their health throughout their life cycle, maintaining the equipment technologically up to date and maximizing their efficiency. The Asset Management and Maintenance Service Plan provides protection from unexpected maintenance spending through the Extended Warranty as well as priority supply of spare parts when needed.

Our Asset Management and Maintenance Service Plan includes:

A. **Asset Management – Upgrades**
B. **Extended Warranty**
C. **Remote Monitoring System**
D. **Extended Preventive Routine Maintenance**

A. Asset Management – Upgrades

The Asset Management maintains the Turbo Blowers technologically up to date.

Includes:

Mandatory or recommended product modifications

Recommended upgrades and new component developments

Fine tuning of turbo blower(s) and aeration system

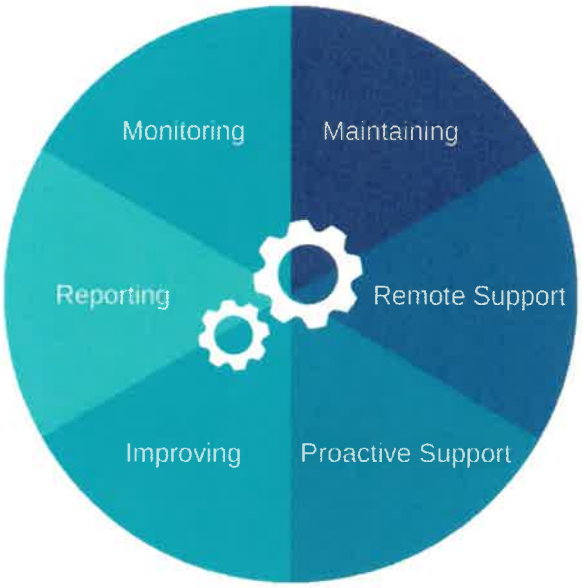
Participation in manufacturer's maintenance and support development

After Hours Remote Technical Support (by telephone), as required:

- 24 hour a day - 365 days a year customer service support line by calling at 1-855-423-2746
- Priority access to the field support team
- Priority on availability of parts and modules within 72 hours
- Priority on availability of replacement cores (loaners) at no charge to minimize downtime
- Field service report after each visit
- Refresher training on turbo blower preventive maintenance activities

Dedicated Regional Manager for first response on field support

- Regular meetings with customers to listen to current concerns and future needs
- Regular training sessions for on-site personnel



B. Extended Warranty

The Extended Warranty eliminates the need to worry about capital and maintenance budget restrictions. It covers the cost of repairing or replacing major components when out of service.

The Extended Warranty includes:

1. Blower core:
    - High efficiency impeller,
    - Permanent magnet synchronous motor,
    - Mag bearings,
    - Diffuser fan,
    - Motor casing.
2. Variable speed drive/inverter
3. Input line reactor
4. Sine-wave (sinus) filter
5. Blower local control panel and Programmable Logic Controller (PLC) components
6. HMI touch-screen components
7. Internal vibration and absorption mounts
8. Vibration sensors and monitoring
9. Discharge expander (discharge cone)
10. Blow off by-pass valve and solenoid parts
11. Blow off silencer
12. Sound attenuating enclosure
13. Check valve seals and discs
14. Stop valve body seals and discs
15. External expansion joint
16. Chiller and associated Components



C. Remote Monitoring System

Remote Monitoring System and support as permitted by the customer.

- Enables site managers to make better informed decisions through useable data of Turbo Blower operation.
- Fine tuning and monitoring of aeration system that allows for optimal Turbo Blower operation.



Option C1

Customer allows APGN to have remote access.

- APGN will have a real-time view of all analog values of the Turbo Blower.
- Elevated security with independent 3G/LTE mobile network connection.
  - No on-site Wi-Fi connection required.
  - Site can enable or disable access at anytime.

~~Option C2~~

Customer provides operational data to APGN.

- APGN will not have remote access.
- Up to twice per year, operation and diagnostics reporting on operating units, when available. Customer will provide operational data from its control system to APGN for analysis such as:
  a. Motor speed and temperature
  b. Suction flow rate and temperature
  c. Discharge pressure and temperature
  d. Filter pressure drop
  e. Bearing temperature
  f. Power consumption
  g. Rotor vibration
  h. VFD temperature
  i. Ambient temperature and ambient relative humidity
  j. Blower status
  k. Fault codes

D. Extended Preventive Routine Maintenance

Our Extended Preventive Routine Maintenance is designed in accordance with the standards of the annual health check and inspection outlined in the O&M manual.

- One (1) on-site maintenance and inspection visit by a manufacturer's Field Service Technician.
- Customized classroom/hands-on training to your staff's needs.
    - Also available through videoconference.
- Inspection and cleaning or replacement of air intake filters (inside the turbo blower).
- Inspection and cleaning of dirt and debris in enclosure, sealing air leaks as required.
- Visual inspection of core.
- Audible and visual inspection of unit to determine health of connections, valves, and gaskets.
- Verification of PLC and HMI software, ensuring it is operational and suitable for the blower control.
- Verification of blower protection from surge or adverse operating conditions.
- Review and analysis of PLC error history, identifying trends and providing recommendations as needed.
- Verification of the PLC and HMI software version including the new protection or optimization, and update to latest standard, if applicable.
- Inspection for loose electrical and mechanical connections, tightening as required.
- Inspection of all electrical wiring for signs of overheating or wear.
- Verification of sensors functionality, replacing as required.
- Inspection of blower operation following factory specifications and adjustment of control parameters to adapt to the operating environment.
- Inspection of paint and fasteners, applying touch-up paint to areas the size of up to a quarter dollar coin and replacing fasteners as required.
- Field service report including a comprehensive check list for each blower.



<u>Additionally, this plan includes:</u>

- After Hours Remote Technical Support (by telephone), as required.
    - 24 hour a day - 365 days a year customer service support line by calling at 1-855-423-2746
    - Response time within 1 hour
    - Up to 150 hours of technical support
    - Remote trouble shooting for operation issue and diagnostics of unit, where remote access is available and provided by customer.
- **10% discount on spare parts and air filters.**

Price:

☒ **Five-year option: US $198,000.00 + taxes per year for five (5) years of coverage.**

- This proposal is for a five-year AMMSP term. The pricing already includes and accounts for the remaining months of manufacutures warranty that was originally included with the (2) APGN1500 blower purchase.
- No separate or additional credit is being applied; the remaining coverage is fully built into the proposed pricing.
- The above prices include coverage for both (2) APGN1500 Turbo Blowers.

Exclusions:

The following consumables and life limited parts are excluded from the coverage:

- Air filters elements
- BOV orifice diaphragm
- Fuses
- Gaskets
- Hardware and fittings
- Power supplies
- Thermocouple and thermocouple transmitter
- Transformer
- Existing rusted areas on enclosure are not covered under the warranty

Note: A pre-inspection of the turbo blowers may be required prior enrollment of the Asset Management and Maintenance Service Plan.

This proposal is valid until August 28th 2026

Sincerely,

Robert Tenbuuren
Life Cycle Regional Manager
P 1-877-717-4150 ext. 2202
E rtenbuuren@apg-neuros.com

About APG-Neuros



Founded in 2005, APG-Neuros is recognized as the force behind the successful introduction of the high-efficiency turbo blower technology to the water and wastewater treatment market in North America and Europe, modernizing and bringing a much-needed change to the existing aging industry. APG-Neuros turbo blowers are used in a variety of industrial applications and wastewater treatment processes, with over 1500 units installed in over 500 installations in North America and Europe, and more than 3000 additional units installed worldwide.

APG-Neuros continues to lead the industry by constantly driving and propelling innovation forward through the most technologically advanced products and artificial intelligence aeration control solutions to achieve maximum energy efficiency and operational flexibility for our customers.

OUR MISSION

APG-Neuros is committed to achieving customer satisfaction by providing quality products and services delivered on time while maintaining a safe environment for our employees in a setting that promotes resource sustainability. APG-Neuros honors its commitments by integrating quality and environmental considerations into the decision-making process.

OUR VISION

To be recognized as the reference technology company for producing innovative products, including the Turbo Blowers, Turbo Compressors, and other efficient and affordable technology products.

OUR VALUES

1. **Innovation**: We strive for continuous technological development and innovation. We conduct in-house R&D programs to keep innovating and improving our products and services.
2. **Integrity**: Promote a culture of transparency, continuous improvements and strive for a sustainable business model.
3. **Team**: Ensure employee empowerment and fulfillment through continued skills development and career advancement.
4. **Environment:** We strive to limit the impact of our activities and our product on the environment.

OUR CERTIFICATIONS

UVDB empowered by Achilles

Certified System SAI GLOBAL ISO 9001 Quality

CE

UL

CSA

APGN Inc.
1270, Michèle-Bohec, Blainville, Québec J7C 5S4
Tel.: 450 939-0799 Fax: 450 939-2115 Web site: www.apg-neuros.com

Acceptance and Authorization

Your signature below indicates your authorization to proceed with the enrollment to the Asset Management and Maintenance Service Plan.

For *Customer*	For *J.G.M. Valve Corp.*
	Joey Maruskin
Name	*Name*
	V.P.
Title	*Title*
	Joe Maruskin
Signature	*Signature*
	6/1/26
Date	*Date*

Approved as to form:

Greg Stremers, City Attorney

The APG-Neuros Aftermarket Team thanks you for your trust.

07/06/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO CONCUR WITH THE
EMERGENCY REPAIR OF A CHEMICAL FEED LINE AND
AUTHORIZE PAYMENT TO UNDERWATER CONSTRUCTION CORPORATION

WHEREAS:

1. As detailed in the attached staff report, Underwater Construction Corporation performed emergency repairs of a partially separated chemical feed line on May 26, 2026.
2. It is recommended City Council concur with the emergency repair and authorize payment to Underwater Construction Corporation in the amount of $15,083.79.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council concurs with the emergency repair of a chemical feed line.
2. City Council authorizes payment to Underwater Construction Corporation.

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 July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Invoice

CITY OF WYOMING | PUBLIC WORKS

Drinking Water Plant | 16700 New Holland St., Holland, MI 49424
616.399.6511 | wyomingmi.gov

STAFF REPORT

Date: June 23, 2026

Subject: Chemical Feed Line Repair

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: July 6, 2026

RECOMMENDATION:

It is recommended that the City Council concur with the emergency repair of a chemical feed line by Underwater Construction Corporation and authorize payment in the total amount of $15,083.79.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant relies on water supplied from Lake Michigan through an intake pipeline that extends nearly a mile into the lake, resting on the lakebed approximately 50 feet below the surface. Inside the intake pipeline is a chemical feed line that terminates at the crib structures, which is used for zebra mussel control and chlorine contact time. During the annual intake inspection, a chemical feed line joint was found partially separated at approximately 2,600’ offshore.

Due to the critical function of the chemical line and to avoid full separation, two diving companies with expertise and experience in similar work were contacted to review the scope of emergency repair. After review, only Underwater Construction was equipped to undertake the repair.

Following City Manager approval, repair plans were finalized, and a plant shutdown was scheduled to perform the work. On May 26, Underwater Construction mobilized a dive team and successfully performed the repair. The chemical feed line was restrained, and the broken section was replaced. The repair was originally estimated to take two days and cost $27,200.00. However, Underwater Construction efficiently completed the repair in one day. The expedited

repair minimized shutdown time, reduced operational strain on the plant, and resulted in significant cost savings.

BUDGET IMPACT:

Adequate funds exist in Drinking Water Plant account #591-537-55300-930.000.

PHOTO:



UNDERWATER
CONSTRUCTION CORPORATION

A WORLDWIDE LEADER
IN COMMERCIAL DIVING
SINCE 1969

REMIT TO: 110 Plains Road, Essex, CT 06426

Invoice No: 26-266.2

Date: 18-Jun-26

Bill To:

City of Wyoming WTP
Attn: Accounts Payable
16700 New Holland Road
Holland, MI 49424

Dan.Kleinheksel@wyomingmi.gov

Job Site:

Diving Services Including
Equipment Operator
City of Wyoming DWP
Chem Line Repair-Lake
Intake Tunnel
UCC Proposal No. L-3673

Client Work Order	Terms	Job No.
NO PO	Net 30 Days	26266

W/E 5/24/26	0		0	0	0	$0.00	0	0.00
Travel	1	Mob/Demob		1	crew @	$4,000.00	p/trip	4,000.00
Consumables	1	Ace Hardware		1	receipt @	$34.17	0	34.17
	1	AAA Sling		1	receipt @	$61.14	0	61.14
	1	Grainger		1	receipt @	$629.23	0	629.23
	1	ETNA Supply		1	invoice @	$133.72	0	133.72
	1	ETNA Supply		1	invoice @	$825.53	0	825.53
	0		0	0	0	$0.00	0	0.00
W/E 5/31/26	0		0	0	0	$0.00	0	0.00
Time & Material	1	4 Man Crew		1	days @	$9,400.00	p/day	9,400.00
	0		0	0	0	$0.00	0	0.00
	0		0	0	0	$0.00	0	0.00
	0		0	0	0	$0.00	0	0.00
	0		0	0	0	$0.00	0	0.00
	0		0	0	0	$0.00	0	0.00
	0		0	0	0	$0.00	0	0.00
	0		0	0	0	$0.00	0	0.00
	0		0	0	0	$0.00	0	0.00
	0		0	0	0	$0.00	0	0.00
	0		0	0	0	$0.00	0	0.00
	0		0	0	0	$0.00	0	0.00
	0		0	0	0	$0.00	0	0.00
	0		0	0	0	$0.00	0	0.00
	0		0	0	0	$0.00	0	0.00
	0		0	0	0	$0.00	0	0.00

TOTAL AMOUNT DUE: ------- ---------- ---------- ---------- $15,083.79

AN EQUAL OPPORTUNITY EMPLOYER

UCC OFFICES – **CONNECTICUT** | MARYLAND | MICHIGAN | SOUTH CAROLINA | TENNESSEE | TEXAS | WISCONSIN
110 PLAINS ROAD, ESSEX, CT 06426 | PHONE: 1-800-USA-DIVE | WWW.UCCDIVE.COM

UNDERWATER CONSTRUCTION CORPORATION

WEEKLY MANIFEST

WEEK ENDING:	May 24, 2026	CLIENT:	City of Wyoming
JOB NUMBER:	02-26-266.2	LOCATION:	Chem Feed Line Repair
CLIENTS RELEASE	Email from Dan Kleinheksel to proceed	JOB COMPLETE:	☐ YES ☑ NO

DESCRIPTION — ☑ Mud Rates ☐ NUC Rates

NO.	NAME	CODE	MON 5/18/26 S	O	Stby	TUE 5/19/26 S	O	Stby	WED 5/20/26 S	O	Stby	THUR 5/21/26 S	O	Stby	FRI 5/22/26 S	O	Stby	SAT 5/23/26 S	O	Stby	SUN 5/24/26 S	O	D	Stby	TOTAL S	O	D	Stby
1	Turner, Colby	PS													8.0										8.0			
2	Gornick, Colin	DM																8.0								8.0		
3	Mildner-Wright, Alex	DM																8.0								8.0		
4	Ridenour, Chris	BC																8.0								8.0		
5																												
6																												
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19																												
20																												

ALL INCLUSIVE PRICING
HOURS FOR REFERENCE

Hours in red Coverd by the Mobilization rate

TOTAL ST.TIME	8.0
TOTAL OT.TIME	24.0
TOTAL DT. TIME	
TOTAL TRAINING. TIME	
EST. TOTAL LABOR	$ -

EST. EQUIPMENT COSTS	$	-
MOB/DEMOB/TRAVEL TIME	$	4,000.00
PER-DIEM	$	-
PURCHASE TOTAL	$	1,683.78
EST. TOTAL LABOR	$	-
EST. TOTAL WEEKLY COST	**$**	**5,683.78**
PREVIOUS WEEKLY COST		
YTD COST	**$**	**5,683.78**

EQUIPMENT TO BE BILLED FROM

QTY	DESCRIPTION/VENDOR	D	W	M

QTY	DESCRIPTION/VENDOR	D	W	M

ALL INCLUSIVE PRICING

EST. EQUIPMENT COST $ -

PURCHASES	EST. COST w/ MarkUp
Fuel	$ -
Air Bottles	$ -
Hotel	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Billable Materials	$ -
Ace Hardware	$ 34.17
AAA Sling	$ 61.14
Grainger	$ 629.23
ETNA Supply	$ 133.72
Etna Supply	$ 825.53
	$ -
PURCHASE TOTAL	**$ 1,683.78**

MOB / DEMOB / TRAVEL TIME	# of Trips	Total
Flat Rate - Mobilization	1	$ 4,000.00

	# of Tks / Men	Miles	Total
Personnel (Billed Straight Time)			$ -
Vehicle			$ -
Truck			$ -
Trailer			$ -
MOB / DEMOB COST	**$**	**4,000.00**	

	Partial PER DIEM	FULL PER DIEM
NUMBER OF MEN MONDAY		
NUMBER OF MEN TUESDAY		
NUMBER OF MEN WEDNESDAY		
NUMBER OF MEN THURSDAY		
NUMBER OF MEN FRIDAY	1	
NUMBER OF MEN SATURDAY	1	2
NUMBER OF MEN SUNDAY		
TOTAL WEEKLY PERDIEM:	$	-

ALL INCLUSIVE PRICING

DESCRIPTION OF WORK

Mon:	
Tue:	
Wed:	
Thur:	
Fri:	Stage gear at MI Shop
Sat:	Mobilize vessel to Holland Marina
Sun	

CLIENTS SIGNATURE/DATE

Logan Ledesma 5-28-26

UCC SIGNATURE/DATE

02-28-2682 06/24
ACE account

THANK YOU FOR SHOPPING AT
ACE HARDWARE - STEVENSVILLE
1545 W. JOHN BEERS RD.
STEVENSVILLE, MI 49127
(269) 429-7133

BILLABLE
COST PLUS

05/22/26 11:24AM 2066 571 SALE

47702	1	EA	5.59 EA
TEE GLV 3/4X3/4X3/4"			5.59
41616	1	EA	2.39 EA
NIPPLE GALV 3/4"XCLOSE			2.39
45114	1	EA	1.99 EA
NIPPLE BLACK 3/4"XCLOSE			1.99
CLOSE-OUT ITEM = NO RETURNS			
41055	1	EA	6.99 EA
TEE 3/4" GALVANIZED			6.99
56	2	EA	3.79 EA *
FASTENERS			7.58
56	4	EA	1.19 EA *
FASTENERS			4.76

SUB-TOTAL:$ 29.30 TAX: $ 1.76
DISCOUNT: TOTAL: $ 31.06
CHARGE AMT: 31.06
392

X1.10
34.17

==>> JRNL# H93473 INV#151059/2
CUST NO: 1511
Customer Copy

Name : X
NATHAN BINNS
Acct: UNDERWATER CONSTRUCTION
PO#: 2662

90 DAY RETURN POLICY W/RECEIPT
WE WILL FIX, REPLACE, OR REFUND

****
Tell us about your experience
today and Enter to win a $500
gift card!
****
To participate
* Visit: TalkTo.AceHardware.com
or text HELPFUL to 223439

* This survey invitation is
valid for 72 hours

* Store # 06949
* Survey approximately 5 mins

CamScanner

Order No. 0180047

Date: 5/20/2026

AAA Sling & Industrial Supply, Inc.
425 36th Street SW
Grand Rapids MI 49548
(616) 530-0500

SOLD TO:

UNDERWATER CONSTRUCTORS
4295 N ROOSEVELT RD
STEVENSVILLE, MI 49127

BUYER

SHANE

SHIP TO: 0014 UC1

UNDERWATER CONSTRUCTORS
4295 N ROOSEVELT RD
STEVENSVILLE, MI 49127

CUST. ORD. NO.	VIA	F.O.B.	TERMS
0226.266	PICK UP	GR	1% 15D N30

DESCRIPTION	ORDERED		BACK ORDER	PRICE	DISC %	AMOUNT
WIRE ROPE SLING 1PS-E-E, 1/4" X 6' STAINLESS STEEL	1	1	0	52.43	0.00	52.43

Billable
COST PLUS

Product Warning Information Included

Warning - Never exceed the working load limit (W.L.L.) These products will fail if worn-out, overloaded, misused, damaged, improperly maintained or abused. **Always inspect** for wear, damage or abuse before each use. Failure to do so may cause serious injury or death. Always protect yourself and others. **Never use** a product that is, or shows signs of being; worn-out, damaged, abused or overloaded. Never overload or shock load. Inform yourself and others to read and understand manufacturers bulletins. Refer to applicable codes, standards and regulations for inspection requirements and removal criteria. For any further information, ask your employer or supplier (W.L.L.). Working load limit is for new unused products only. When in use, products will degrade and lose strength. The user is responsible for using proper standards for inspection and use. **Product Warning Information Included.**

Customer Signature _____

Net Order:	52.43
Less Discount:	0.00
Shipping & Handling:	0.00
Sales Tax:	3.15
Total	55.58
	x1.10
	61.14

NOT AN INVOICE
DO NOT PAY

WHITE - OFFICE FILE - YELLOW CLIENT - PINK

GRAINGER

INVOICE

2476 AZO DR.
KALAMAZOO, MI 49048-9540
www.grainger.com

GRAINGER ACCOUNT NUMBER	856875505
INVOICE NUMBER	9923364393
INVOICE DATE	05/20/2026
DUE DATE	06/19/2026
AMOUNT DUE	$572.03

SHIP TO

UNDERWATER CONSTRUCTION
4295 N ROOSEVELT RD
STEVENSVILLE MI 49127-9527

PO NUMBER:	02-26-266.
CALLER:	SHANE ROSSIE
CUSTOMER PHONE:	2197304335
ORDER NUMBER:	1586316054
INCO TERMS:	FOB ORIGIN

BILLABLE COST PLUS

BILL TO
UNDERWATER CONSTRUCTION
4295 N ROOSEVELT RD
STEVENSVILLE MI 49127-9527

Pay invoices online at:
www.grainger.com/invoicing
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU! FEI NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL ***1-800-472-4643***

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	3ETZ6	SADDLE CLAMP,3" PIPE SIZE,3/4" NPT OUTLET MANUFACTURER # 31500035406000	2	89.54	179.08
	3ZHA2	MACHINERY EYE BOLT, SHANK D 3/4 IN MANUFACTURER # K2028-316SS	3	82.81	248.43
	488Y82	CONNECTING LINK,3/8 IN,1,980 LB LOAD CAP MANUFACTURER # G-090-SS	3	37.38	112.14
		Delivery #:6714190316 Date: 05/20/2026 Carrier: FDX GROUND No:of Pkgs:1 Wt: 8.790 Trk #:511258195450 SHIPPED FROM: DC LOUISVILLE 009 8701 MINOR LANE,LOUISVILLE,KY 40219			

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (I) DISPUTE RESOLUTION REMEDIES, AND (II) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM
PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS

INVOICE SUB TOTAL	539.65
TAX	32.38

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.
Reprint

PAY THIS INVOICE - PAYMENT TERMS Net 30 days after inv IN U.S. DOLLARS.

AMOUNT DUE ***$572.03***

X1.10

629.23

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

UNDERWATER CONSTRUCTION
4295 N ROOSEVELT RD
STEVENSVILLE MI 49127-9527
UNITED STATES OF AMERICA

REMIT TO:
GRAINGER
DEPT. 812367746
PALATINE, IL 60038-0001

812367746992336439310000572031000323810000000100000026061 9H0

X	ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
	856875505	05/20/2026	9923364393	**$572.03**

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE

ETNA SUPPLY - GRAND RAPIDS
4901 CLAY AVENUE SW
GRAND RAPIDS, MI 49548-3038
616 241 5414
Fax 616 241 4786

Invoice

INVOICE DATE	INVOICE NUMBER
05/20/2026	S106892267.002

REMIT TO:
ETNA SUPPLY
PO BOX 772107
DETROIT, MI 48277-2107
P-616 248 9182
F-616 241 4786

PAGE NO.
1 of 1

BILL TO:

Underwater Construction Company
4295 N. ROOSEVELT RD.
STEVENSVILLE, MI 49127

SHIP TO:

Underwater Construction Company
4295 N. ROOSEVELT RD.
STEVENSVILLE, MI 49127

BILLALBE COST PLUS

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
182885	UNDERWATER		House PL

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Carter Oeverman	PICK UP	NET CASH/CK/CC	05/20/2026	

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
40ft	40ft	3X40' IPS SDR11 BLACK HDPE PE3408/4710 AWWA C901 NSF61-14 PW F714 IND Pn: 81036	2.867/ft	114.68

Prior Deposit on 05/19/2026 -121.56

Credit Card Information

Card Type:	Amex
Card Number:	XXXXXXXXXXXX1002
Card Holder:	UNDERGROUND QUOTES
Charge Amount:	872.04
Charge Date:	

05-20-2026 04:42:42 PM
S106892267.002

Shane

SHANE

121.56
x1.10
133.72

**** REPRINT ** REPRINT ** REPRINT**
Invoice is due by 05/20/2026

All past due balances are subject to a Time Price Differentials of 1.70% per month.

This Invoice is controlled by Seller's standard terms and conditions of sale found at www.etnasupply.com/tcsale. All other terms are expressly rejected.

Subtotal	114.68
S&H Charges	0.00
Tax	6.88
Payments	-121.56
Amount Due	0.00

Printed By: COEVERMA on 5/28/2026 9:48:52 AM



Invoice

ETNA SUPPLY - KALAMAZOO
5231 EAST ML AVE.
KALAMAZOO, MI 49048
616 241 5414
Fax 616 241 4786

INVOICE DATE	INVOICE NUMBER
05/20/2026	S106892267.003

REMIT TO:
ETNA SUPPLY
PO BOX 772107
DETROIT, MI 48277-2107
P-616 248 9182
F-616 241 4786

PAGE NO.
1 of 1

BILL TO:

Underwater Construction Company
4295 N. ROOSEVELT RD.
STEVENSVILLE, MI 49127

SHIP TO:

Underwater Construction Company
4295 N. ROOSEVELT RD.
STEVENSVILLE, MI 49127

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
182885	UNDERWATER		House PL

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Carter Oeverman	KZOO	NET CASH/CK/CC	05/20/2026	

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
4ea	4ea	3" VIC STYLE 905 QUICKVIC HDPE COUPLING Pn: 371049 Prior Deposit on 05/19/2026 -750.48 **Credit Card Information** Card Type: Amex Card Number: XXXXXXXXXXXX1002 Card Holder: UNDERGROUND QUOTES Charge Amount: 872.04 Charge Date: BILLABLE COST PLUS	177.000/ea	708.00

750.48
x1.10
825.53

**** REPRINT ** REPRINT ** REPRINT**
Invoice is due by 05/20/2026

All past due balances are subject to a Time Price Differentials of 1.70% per month.

This Invoice is controlled by Seller's standard terms and conditions of sale found at www.etnasupply.com/tcsale. All other terms are expressly rejected.

Subtotal	708.00
S&H Charges	0.00
Tax	42.48
Payments	-750.48
Amount Due	0.00

Printed By: COEVERMA on 5/28/2026 10:12:14 AM

UNDERWATER CONSTRUCTION CORPORATION

WEEKLY MANIFEST

WEEK ENDING:	May 31, 2026	CLIENT:	City of Wyoming
JOB NUMBER:	02-26-266.2	LOCATION:	Chem Feed Line Repair
CLIENTS P.O.:	Email from Dan Kleinheksel to proceed	JOB COMPLETE:	☑ YES ☐ NO

DESCRIPTION — ☑ Mud Rates ☐ NUC Rates

NO.	NAME	CODE	MON 5/25/26 S	MON O	MON Stby	TUE 5/26/26 S	TUE O	TUE Stby	WED 5/27/26 S	WED O	WED Stby	THUR 5/28/26 S	THUR O	THUR Stby	FRI 5/29/26 S	FRI O	FRI Stby	SAT 5/30/26 S	SAT O	SAT Stby	SUN 5/31/26 S	SUN O	SUN D	SUN Stby	TOTAL S	TOTAL O	TOTAL D	TOTAL Stby
1	Ledesma, Logan	PS				8.0																			8.0			
2	Bethel, Robert	DM				8.0																			8.0			
3	Carlson, Sebastian	DM				8.0																			8.0			
4	Gornick, Colin	DM				8.0																			8.0			
5	McCarty-Hammer, Devon	DM				8.0																			8.0			
6	Mills, Isaac	DM				8.0																			8.0			
7	Ruppart, David	BC				8.0																			8.0			
8																												
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20																												

ALL INCLUSIVE PRICING
HOURS FOR REFERENCE

TOTAL ST. TIME	$	56.00
TOTAL OT. TIME	$	-
TOTAL DT. TIME	$	-
TOTAL TRAINING. TIME	$	-
EST. TOTAL LABOR	$	9,400.00

EST. EQUIPMENT COSTS	$	-
MOB/DEMOB/TRAVEL TIME	$	-
PER-DIEM	$	-
PURCHASE TOTAL	$	-
EST. TOTAL LABOR	$	9,400.00
EST. TOTAL WEEKLY COST	**$**	**9,400.00**
PREVIOUS WEEKLY COST	$	5,683.78
YTD COST	**$**	**15,083.78**

EQUIPMENT TO BE BILLED FROM

QTY	DESCRIPTION/VENDOR	D	W	M
1	8 H.P. 23 CFM Rol-Air Tool Air Compressor			
1	Impact Wrench 3/4" Drive			
1	6,500 Watt Generator			
1	Double Diver Water Heater			
1	45' "Dani P" Steel Dive Vessel			
1	AED			
1	Dan O2 Kit			
1	Velocity Meter/Flow Meter			
1	1-Ton Come Along			
1	500 Lb Lift Bag			
1	1000 Lb Lift Bag			
1	Outland U/W Video System			
1	DOT Crew Cab 1 Ton Pickup Truck			
1	Shallow Water Dive Package			

QTY	DESCRIPTION/VENDOR	D	W	M

ALL INCLUSIVE PRICING

EST. EQUIPMENT COST	$	-

PURCHASES	EST. COST w/ MarkUp
Fuel	
Air Bottles	$ -
Hotel	$ -
	$ -

ALL INCLUSIVE PRICING
HOURS FOR REFERENCE

	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
PURCHASE TOTAL	$ -

MOB / DEMOB / TRAVEL TIME	# of Trips	Total
Flat Rate - Mobilization		$ -
	# of Tks / Men	Miles	Total
Personnel (Billed Straight Time)			$ -
Vehicle			$ -
Truck			$ -
Trailer			$ -
MOB / DEMOB COST	**$**	-	

	Partial PER DIEM	FULL PER DIEM
NUMBER OF MEN MONDAY		
NUMBER OF MEN TUESDAY		7
NUMBER OF MEN WEDNESDAY		
NUMBER OF MEN THURSDAY		
NUMBER OF MEN FRIDAY		
NUMBER OF MEN SATURDAY		
NUMBER OF MEN SUNDAY		
TOTAL WEEKLY PERDIEM:	$	-

ALL INCLUSIVE PRICING
HOURS FOR REFERENCE

DESCRIPTION OF WORK

Mon:	
Tue:	On site 0700. Travel to riser. Remove riser blank and perform repairs. Close riser and return to port.
Wed:	
Thur:	
Fri:	
Sat:	
Sun	

CLIENTS SIGNATURE/DATE

Logan Ledesma 5-26-26

UCC SIGNATURE/DATE

07/06/26
Finance/LAJ

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
Cold Vapor Atomic Absorption (CVAA) Mercury Analyzer System	Perkin Elemer U.S. LLC	$37,645.63
Flow Meters	Emerson, LLLP	$53,351.02

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

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: July 6, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

CITY OF WYOMING | PUBLIC WORKS

Wastewater Treatment Plant | 2350 Ivanrest Ave. SW, Wyoming, MI 49509
616.261.3550 | wyomingmi.gov

Staff Report

Date: June 24, 2026

Subject: Cold Vapor Atomic Absorption (CVAA) Mercury Analyzer System Bid Award

From: Peter Minnich, Laboratory Services Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: July 6, 2026

RECOMMENDATION:

It is recommended that the City Council award the cold vapor atomic absorption (CVAA) mercury analyzer system bid, including installation and training, to the sole bidder, PerkinElmer U.S. LLC, in the amount of $37,645.63.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Wastewater Treatment Plant (WWTP) laboratory performs mercury analysis on wastewater samples to ensure compliance with state and federal regulations governing both the WWTP and industrial users discharging into the wastewater collection system. Mercury is a potent neurotoxin, and trace amounts can have significant environmental and public health impacts if not properly monitored and controlled. This testing is performed at the WWTP laboratory using an instrument known as a cold vapor atomic absorption (CVAA) mercury analyzer.

The current mercury analyzer has been in service for close to a decade and has processed thousands of samples during that time. Its age now exceeds the recommended operational lifespan for maintaining consistent analytical performance in accordance with U.S. EPA Method 245.1. Increasing maintenance needs and reduced instrument sensitivity have made continued reliance on the existing instrument impractical.

On Tuesday, May 19, 2026, the City Clerk received one bid for a CVAA mercury analyzer system, including installation, training, and removal of the existing unit from PerkinElmer U.S. LLC. Invitations to bid were sent to ninety-nine registered vendors, and the bid specifications

were downloaded by eighteen prospective bidders. An optional pre-bid meeting was held on Tuesday, May 5, 2026, with PerkinElmer U.S. LLC in attendance.

The bid proposal from PerkinElmer U.S. LLC included multiple components: the CVAA mercury analyzer, an autosampler, support computer/software, installation, and training, as well as a trade-in/removal of the existing equipment. After review, the proposal submitted by PerkinElmer U.S. LLC meets all the requirements for U.S. EPA Method 245.1 and satisfies all specifications outlined in the bid document. PerkinElmer has proposed minor alterations to the terms of the City contract that the City Attorney has reviewed and approved.

TABULATION:

CITY OF WYOMING

Tabulation of Bid
2349 - Cold Vapor Atomic Absorption (CVAA) Mercury Analyzer System
Opened by City Clerk on May 19, 2026 at 11am

Item Description		PerkinElmer U.S. LLC
CVAA Mercury Analyzer	$	26,520.09
Autosampler	$	6,599.54
Installation	$	-
On-Site Training	$	4,526.00
Subtotal	**$**	**37,645.63**
Trade-in Value:		
PerkinElmer FIMS 100	$	-
PerkinElmer S10 Autosampler	$	-
Total	**$**	**37,645.63**

BUDGET IMPACT:

Funds for the purchase of the CVAA mercury analyzer system are budgeted for in the appropriate Sewer Fund accounts.



Current CVAA Mercury Analyzer System

Docusign Envelope ID: 825CC527-7E9A-89D5-8158-B280D22C2DE0

COLD VAPOR ATOMIC ABSORPTION (CVAA) MERCURY ANALYZER SYSTEM PROJECT CONTRACT

CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: PerkinElmer US, LLC
[Name of supplying entity]
A Delaware Corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
710 Bridgeport Ave
[Supplier's street address]
Shelton, CT 06484
[Supplier's city, state & zip]

Effective Date means: _____, 202_.

"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: PerkinElmer US, LLC

DocuSigned by:
By: Julia Hamilton
0d0AA0EB23B400...
[Signature of officer, director, or principal of Contractor]

Julia Hamilton Assistant Secretary
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 22 June 2026 | 9:02 AM EDT, 20__

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Exhibit B



PerkinElmer, U.S. LLC.
710 Bridgeport Ave
Shelton, CT 06484-4794
USA

Phone 855-726-9377
www.perkinelmer.com

To: City of Wyoming, MI
From: P. Scott Clemons, PhD
Re: RFP for Cold Vapor Atomic Absorption (CVAA) Mercury Analyzer System
Date: May 15, 2026

Perkin Elmer US, LLC is excited to submit a proposal to the city of Wyoming Michigan for the Cold Vapor Atomic Absorption (CVAA) Mercury Analyzer System. You will find in this package all required responses and documentation to be considered for this opportunity to provide the equipment and services described in your RFP. We are confident in our ability to be the supplier of this equipment and look forward to hearing of your decision regarding our submission.

Respectfully,
P. Scott Clemons, PhD
Sr. Inorganic Sales Specialist: MI, OH

Docusign Envelope ID: 825CC527-7E9A-89D5-8158-B280D22C2DE0

BID/PROPOSAL FORM

COLD VAPOR ATOMIC ABSORPTION (CVAA) MERCURY ANALYZER 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:	YES	NO
Section 3 Certified Contractor?	X	
If yes, DUNS #: 118909786		

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):		X

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

Is the bidder a:	YES	NO
Woman Owned Company?		X
Minority Owned Company?		X

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

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BID/PROPOSAL FORM, CONTINUED

COLD VAPOR ATOMIC ABSORPTION (CVAA) MERCURY ANALYZER SYSTEM

State bid prices as per the specifications contained herein:
Price for CVAA Mercury Analyzer: $26,520.09 For One

State the brand/model (required): FIMS-100 Flow Injection Mercury System

Price for Autosampler: $6,599.34 For One

Price for Installation: $_____

Price for On-Site Basic Training for 4 persons: $4,526.00

Trade-in Value:
PerkinElmer FIMS 100 – Serial Number 101S18030301 $_____

PerkinElmer S10 Autosampler – Serial Number 102S18040502 $_____

Bid Total: $37,645.63 (includes shipping)



Reminder: All warranties and shipping must be included with bid/proposal

State pricing and description of available service plan after initial warranty below:

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Bid/Proposal Form Continued

PerkinElmer U.S. LLC
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Julia Hamilton Manager Contracts Administration
[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: _____

710 Bridgeport Avenue
[Proponent's street address]

(855) 726-9377
[Proponent's business phone]

Shelton Shelton, CT 06484-4794
[City] [State] [Zip]

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

Contractsshelton.AES@PERKINELMER.COM
[E-mail address(s) of person(s) signing for proponent]

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

Docusign Envelope ID: 825CC527-7E9A-89D5-8158-B280D22C2DE0

CONTRACT FORM

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

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PerkinElmer U.S. LLC
710 Bridgeport Avenue
Shelton, CT 06484 USA
Phone: (855) 726-9377
Fax: (203) 266-1072
www.perkinelmer.com

May 14, 2026

City of Wyoming Michigan
Wyoming City Clerk's Office
1155 28th Street SW
Wyoming, MI 49509

Attention: Peter Minich

Subject: Exceptions/Clarifications to Bid/Proposal for Cold Vapor Atomic Absorption (CVAA) Mercury Analyzer System

Dear Peter,

PerkinElmer U.S. LLC respectfully offers the following exceptions/modifications to the following items provided in *CityofWyomingFIMSBid*:

1. Pg.4, CITY'S RESERVATION OF RIGHTS, Item 7

   PerkinElmer respectfully submits that we do not agree to the provision requiring PerkinElmer to bear the expenses of the Background Checks arising out of any contract awarded, and requests that this be excluded from this bid and any future contract that arises out of this bid.

2. Pg 5, Standard T&Cs, Item 3 A

   This bid is being submitted with the understanding that local funding, and not federal funding is going to be used for the purchase arising out of this bid. In the event there is federal funding being utilized, PerkinElmer respectfully requests that we be notified of the same.

3. Pg 7, Standard T&Cs., Item 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 third party 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 at the Contractor's option, (1) obtain for Customer the right to continue using the Infringing Product, (2) replace the Infringing Product with a functionally equivalent non-infringing product, (3) modify the Infringing Product so that it is non-infringing, or (4) accept the return of the Infringing Product and refund the purchase price paid for the Infringing Product, pro-rated over a sixty (60) month period from the date of initial delivery of such Product and less a reasonable amount for use, damage or obsolescence.~~pay all costs, damages, and profits recoverable in any action~~.

4. Pg 7, Materials and Equipment Information, Quality, Disposal, and Related Requirements, 10 F

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Contractor will make reasonable efforts to meet delivery dates quoted .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, to the extent awarded by a court of competent jurisdiction, however Contractor will not be liable for failure to meet the quoted delivery dates or for any delay in performance hereunder due to unforeseen circumstances or shortages, due to causes beyond Contractor's control.-. ~~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.

5. Pg 7 , Restoration, Item 11

Unless the plans and specifications state otherwise, Contractor will restore, without expense to City, any property verified to be damaged by the Contractor, during or as a result of any Work to a condition similar and equal to that existing before such damage, as determined by a court of competent jurisdiction. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restorationy-and ~~deduct the cost City' incurs to-do so from amounts due Contractor.~~

6. Pg.8, Item 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 pertaining to the awarded contract, only to the extent it is to determine the City has been charged correctly and shall have no access to the Contractor's profits and losses.

7. Pg 8, Dispute/Remedies, Item 17 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, to the extent awarded by a court of competent jurisdiction. Such action will only be (i) when time is as important factor ~~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.

8. Pg 9, Risk allocation and Insurance, Item 1 A - B

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 third party claims for injuries or tangible property damage to the extent caused by Contractor's negligence or willfill misconduct, suffered by Contractor or Contractor's officers, employees, subcontractors and consultants while providing the items under this Contract, except to the extent the of the City, and the City's officers and employees' negligence.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any third party claims made by persons other than the City as a result of ~~actions,~~ errors, ~~or omission~~ -gross negligence or willful misconduct of Contractor or Contractor's officers, employees, subcontractors and consultants while providing the items under this Contract, ~~provided such gross negligence or willful misconduct has led to a bodily injury, death or willful misconduct and the same as been determined by a court of competent jurisdiction."~~

9. PerkinElmer requests that the following provision be included as a part of our bid response and any resulting contract:
Limitation of Liability. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE CITY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE} OR

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OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE} OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO CONTRACTOR FOR THE PRODUCTS GIVING RISE TO SUCH CLAIM UPON WHICH LIABILITY IS BASED.

Please review these exceptions/clarifications and consider these as part of our response to the bid. Please let me know of any issues or questions.

Thank you,

Saubhagya Raj
Contract Administration Specialist
Saubhagya.Raj@PERKINELMER.COM

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PerkinElmer
Science with Purpose

Q-53766
Final Quote

Customer
Peter Minnich
CITY OF WYOMING

-

US
minnichp@wyomingmi.gov | (616) 261-3593

PerkinElmer Representative
Scott Clemons
preston.clemons@perkinelmer.com

Your reference

Quote Date
30-Apr-2026

Quote Expiration
19-Aug-2026

Est. Delivery

Freight Terms
Destination

Payment Terms
Net 30 from Invoice

PerkinElmer U.S. LLC

710 Bridgeport Avenue
Shelton, CT 06484-4794
TEL: +1 855 726 9377
https://www.perkinelmer.com/

Send Purchase Order to

TEL: +1 855 726 9377
cc.nam.instrumentorders@perkinelmer.com

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Your Representative
Scott Clemons
preston.clemons@perkinelmer.com

Quote Date
30-Apr-2026

Quote Expiration
29-Jun-2026

Q-53766
Final Quote

Itemized List

Item	Part#	Qty	Unit Price	Unit Discount	Total Price	Tax Amount	Total (After Taxes)
1	B0509550 FIMS-100 Flow Injection Mercury System	1	USD 25,784.33	11,602.95	USD 14,181.38	USD 850.88	USD 15,032.26
2	N1010307 CONTROLLER- AA SYNGISTIX WIN 11	1	USD 5,743.87	2,010.35	USD 3,733.52	USD 224.01	USD 3,957.53
9	N0830015 S23 Three Rack Autosampler, Dual Rinse	1	USD 13,198.68	6,599.34	USD 6,599.34	USD 395.96	USD 6,995.30
18	N0811956 Carbon Fiber Sample probe, 1.0 mm ID	1	USD 640.27	64.03	USD 576.24	USD 34.58	USD 610.82
19	N0830022 Probe Fitting Kit for S20 Series	1	USD 234.69	23.47	USD 211.22	USD 12.67	USD 223.89
20	N0830028 SAMPLE RACK 21 LOCATIONS 25-30MM TUBES	2	USD 61.52	6.15	USD 110.74	USD 6.65	USD 117.39
21	AAFIMSPOS0 Extended Warranty - AA FIMS	12	USD 334.00	33.40	USD 3,607.20	USD 0.00	USD 3,607.20
22	ICPN0830015POS0 ExtWarranty S23 3 Rack AS Dual Rinse	12	USD 183.00	18.30	USD 1,976.40	USD 0.00	USD 1,976.40
23	REGDELAA Shipping & Handling fee	1	USD 1,571.99	707.40	USD 864.59	USD 51.88	USD 916.47
24	SURCHARGE-FREIGHT Freight Surcharge	1	USD 471.60	0.00	USD 471.60	USD 0.00	USD 471.60
25	09421085	1	USD 797.81	79.78	USD 718.03	USD 43.08	USD 761.11

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Your Representative	Quote Date	Quote Expiration	Q-53766
Scott Clemons preston.clemons@perkinelmer.com	30-Apr-2026	29-Jun-2026	Final Quote

Item	Part#	Qty	Unit Price	Unit Discount	Total Price	Tax Amount	Total (After Taxes)
	PRINTER LASER B/W BROTHER HL-5000D 120V						
26	09421130 USB 2 Cable 480MBPS A/B Plug 10 FT	1	USD 77.08	7.71	USD 69.37	USD 4.16	USD 73.53
27	N0231015 AA Adv Onsite Train Per Day 4 Seat Max	1	USD 5,028.89	502.89	USD 4,526.00	USD 0.00	USD 4,526.00

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Your Representative	Quote Date	Quote Expiration	
Scott Clemons preston.clemons@perkinelmer.com	30-Apr-2026	29-Jun-2026	**Q-53766** Final Quote

Total List Price

USD 59,876.25

Discounts

Total Sales Discounts:	USD 22,230.62
Total Included Discounts	USD 32,914.57
Total (excluding Tax)	USD 37,645.63

Total Price

USD 37,645.63

Taxes

USD 1,623.87

NET TOTAL
(After taxes)

USD 39,269.50

Docusign Envelope ID: 825CC527-7E9A-89D5-8158-B280D22C2DE0

Your Representative	Quote Date	Quote Expiration	
Scott Clemons preston.clemons@perkinelmer.com	30-Apr-2026	29-Jun-2026	**Q-53766** Final Quote

Order Delivery Details

Ship To Contact

Peter Minnich
peter.minnich@wyomingmi.gov
616-261-3593

Bill To Contact

Peter Minnich
minnichp@wyomingmi.gov
(616) 261-3593

Ship To Address

CITY OF WYOMING WATER TREATMENT PLANT
16700 NEW HOLLAND ST
49424
HOLLAND, MI
US

Bill To Address

CITY OF WYOMING

2350 IVAN REST S W,
49418
GRANDVILLE, MI
US

Terms and Conditions

By issuing a purchase order for any products and/or services related to this quotation, the customer agrees to the applicable Terms and Conditions located at http://www.perkinelmer.com/policies/, which are hereby incorporated herein and applicable hereto.
Important Notes:
PerkinElmer reserves the right to update its Terms and Conditions at any time.
However, the Terms and Conditions in effect as of the date of the purchase order related to this quotation shall apply to such a purchase.
All terms are subject to credit approval.

Authorization

If this quote meets your requirements, please sign, date, scan and send a copy along with your purchase order to:
cc.nam.instrumentorders@perkinelmer.com

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Your Representative	Quote Date	Quote Expiration	
Scott Clemons preston.clemons@perkinelmer.com	30-Apr-2026	29-Jun-2026	**Q-53766** Final Quote

PO#

Signature	Date	Position / Title	Print Name

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Limited Warranty. The warranties set forth in this Section 1 are the sole and exclusive warranties provided for Products purchased hereunder and shall only apply to Customer as the original purchaser. The "Warranty Period" shall be the period of time that the warranty is valid as specified for each of the warranties listed below.

1.1 Instruments. PerkinElmer warrants that its instrument Products will substantially conform to PerkinElmer's published specifications in effect as of the date of shipment and will be free from defects in materials and workmanship, when subjected to normal, proper and intended usage, except that no warranty is provided for any used, refurbished or previously owned Products. Unless a different period is specified in the applicable quotation, the Warranty Period shall be (i) one (1) year from the date of shipment to Customer, or (ii) if the Product requires installation by PerkinElmer certified service engineers, the earlier of (x) one (1) year from the date of installation or (y) fifteen (15) months from the date PerkinElmer ships the Product to Customer. This warranty applies only to Products within the country of original delivery. Products transferred outside the country of original delivery, either by PerkinElmer at the direction of Customer or by Customer's actions subsequent to delivery, may be subject to additional charges prior to warranty repair or replacement of such Products based on the actual location of such Products and PerkinElmer's warranty and/or service surcharges for such location(s).

1.1.1 Spare Parts. Parts replaced during a repair or other service may be retained by PerkinElmer and shall become the sole and exclusive property of PerkinElmer upon repair or replacement. PerkinElmer warrants replacement parts provided during a warranty repair (the "Warranty Replacement Parts") for the longer of (i) the remaining term of the original Warranty Period of the Product in which the part is installed or (ii) ninety (90) days from the date of replacement. This warranty applies only to Warranty Replacement Parts installed by PerkinElmer or a third party authorized by PerkinElmer during the Warranty Period and explicitly excludes parts replaced in connection with non-warranty repairs or service, which are as-is and without warranty of any kind.

1.2 Reagents, Consumables, & Other Goods. For Products that are consumables, reagents or other goods supplied by PerkinElmer, PerkinElmer warrants that, at the time of shipment, all such Products shall conform to PerkinElmer's published specifications. Unless otherwise set forth in the Product documentation, quotation or price list, the Warranty Period shall be for the earlier of: (a) thirty (30) days from the date of delivery of

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such Products; (b) the expiration or "use by" date listed on the Product; (c) the half-life of the radioisotope contained in the Product; or (d) the Product's specified number of uses. This warranty shall only be valid if such Products are stored in accordance with PerkinElmer's instructions and used in accordance with the published specifications.

1.2.1 Custom Reagents. PerkinElmer shall use commercially reasonable efforts to meet, in all material respects, the specifications requested by Customer for Products delivered pursuant to its custom labeling/synthesis service offerings. PerkinElmer makes no warranties related to Products generated from such custom services, and Customer shall be bound to pay for all custom reagent Products ordered hereunder, regardless of whether the requested specifications are met.

1.3 Software & Firmware. PerkinElmer warrants that Software (whether embedded in a Product or licensed separately) and firmware will substantially contain the functionality described in PerkinElmer's program manuals and, when properly installed and operated on a computer meeting the specifications specified therein, will substantially perform in accordance therewith; provided, however, that PerkinElmer does not warrant that the operation of the processor, Software or firmware will be uninterrupted or error-free. The Warranty Period shall be for ninety (90) days from the date of delivery.

1.4 Exclusions. The following are excluded from the warranties in Sections 1.1 through 1.3:

1.4.1 A Product's loss, damage, defect or failure to perform due to: (i) any installation, modification, calibration, repair, or servicing of the Product, including but not limited to modifications, repairs to or servicing of any hardware, firmware or Software incorporated in or connected to the Product, not performed by PerkinElmer or a third party authorized by PerkinElmer; (ii) any accidents occurring at Customer's site, including but not limited to, those caused by flood, fire, or other acts of nature; (iii) the negligence or willful misconduct of Customer or a third party; (iv) any movement of a Product to a location other than the location of original installation, unless such move is performed by PerkinElmer; (v) improper or inadequate maintenance; (vi) Customer or third party supplied hardware, software, interfaces, reagents, parts, consumables or other supplies; (vii) any combination or use of the Products with any incompatible equipment or ancillary products that may be connected to such Products; (viii) use or operation of a Product: (a) outside of the

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applicable Product specifications, or (b) inconsistent with the user manual provided with the Product; or (ix) improper site preparation.

1.4.2 PerkinElmer provides no warranties on any products manufactured by third parties, including, without limitation, software, that are sold by PerkinElmer to the Customer ("Third Party Products"). To the extent legally permissible, PerkinElmer will pass through to Customer any warranties provided by a third party manufacturer for Third Party Products. Third Party Products may be identified on quotes, invoices, sales order confirmations or other documentation by part numbers beginning with "ED" or "SPECIAL." Except as otherwise provided herein, PerkinElmer shall have no liability to Customer for Third Party Products.

1.4.3 Any consumable or customer maintained components, including without limitation, chromatography columns, filaments, energy sources, lamps, power amplifier tubes, graphite tubes, sample cell holders, burner and furnace chambers, nebulizers, items in the sample path, valves, tips and tubing, other similar parts with limited life expectancy referenced in the Product's applicable operating manual, or any other item intended to be replaced by a customer.

1.5 Remedies.

1.5.1 PerkinElmer shall not be liable for breach of the warranties set forth in Sections 1.1 through 1.3 unless: (i) Customer gives prompt written notice and a reasonable description of the defective Products to PerkinElmer during the Warranty Period; (ii) if applicable, PerkinElmer is given a reasonable opportunity after receiving the notice to examine such Products and Customer (if requested by PerkinElmer) returns such Products to PerkinElmer's place of business at PerkinElmer's cost for the examination to take place there; and (iii) PerkinElmer reasonably verifies Customer's claim that the Products are defective.

1.5.2 As Customer's sole and exclusive remedy for breach of the warranties in Sections 1.1 through 1.3, PerkinElmer agrees either to repair or replace, at PerkinElmer's sole option, any part or parts of such Products or Software which prove(s) to be defective within the

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applicable Warranty Period. Alternatively, PerkinElmer may at any time, in its sole discretion, elect to discharge its warranty obligations hereunder by accepting the return of any defective Product or Software pursuant to the terms set forth herein and refunding the purchase price paid by Customer, pro-rated over the lifetime of the Product or Software license term.

1.5.3 THE REMEDIES SET FORTH ABOVE SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND PERKINELMER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTIONS 1.1 THROUGH 1.3.

1.6 Correction of Defects during Warranty Period.

1.6.1 PerkinElmer may attempt to diagnose and resolve defects over the telephone or electronically. Customer must follow the problem determination, resolution, and procedure that PerkinElmer specifies. If applicable, PerkinElmer may require the return of a specific part to its depot for service or to assist in problem determination. If PerkinElmer determines on-site work is required, a service technician will be scheduled. If Customer requests on-site work when a defect could have been remedied remotely, or if PerkinElmer responds to Customer's notice of defect and no defect covered under the applicable warranty is found, PerkinElmer is entitled to compensation at its then standard rates for any work performed and costs it incurred due to Customer's request. Failure to install and use available remote connectivity tools and equipment for direct problem reporting, remote problem determination, and resolution may result in increased response-time and additional costs to Customer.

1.6.2 If PerkinElmer determines that Products for which Customer requested warranty services are not covered by the applicable warranty and PerkinElmer provides repair services or replacement parts not covered by such warranty, Customer shall be responsible for payment of all costs for investigating and responding to such warranty service request at PerkinElmer's then prevailing time and materials rates.

1.7 Disclaimer. EXCEPT AS SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PERKINELMER EXPRESSLY DISCLAIMS AND

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MAKES NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO PRODUCTS AND SOFTWARE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY (A) OF MERCHANTABILITY; (B) OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. FURTHER, PERKINELMER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

2. Limitation of Liability. IN NO EVENT SHALL PERKINELMER BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PERKINELMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL PERKINELMER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO PERKINELMER FOR THE PRODUCTS GIVING RISE TO SUCH CLAIM UPON WHICH LIABILITY IS BASED.

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REQUEST FOR BIDS/PROPOSALS

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

Cold Vapor Atomic Absorption (CVAA) Mercury Analyzer System

as more particularly described and detailed in the plans and specifications attached to this Request for Bids/Proposals (**RFP** attached as **Exhibit A**) is (the "Work"). The RFP and the Proposal are incorporated into the contract by reference.

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, May 19, 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 Cold Vapor Atomic Absorption (CVAA) Mercury Analyzer 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 be held. Attendance is not required.

If a pre-bid meeting will be held, it will be:

Date and time: Tuesday, May 5, 2026, 3:00 p.m., EST
Place: https://us04web.zoom.us/j/5608935083?pwd=SFBOUlAzbGNhK0FFWTFXejB4eXRyUT09
Meeting ID: 560 893 5083
Passcode: Cbjjw7

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

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

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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.

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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.

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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. 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 love-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).

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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.

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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

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- 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. Waver 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).

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REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
	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.

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SPECIFIC REQUIREMENTS

COLD VAPOR ATOMIC ABSORPTION (CVAA) MERCURY ANALYZER SYSTEM

OVERVIEW

The City of Wyoming is soliciting bids for one cold vapor atomic absorption (CVAA) mercury analyzer system to be used at the City's Wastewater Treatment Plant for the analysis of mercury in wastewater by the US E.P.A. method 245.1. The system must meet the following minimum specifications:

1. **System Equipment:**

   A. Cold Vapor Atomic Absorption Spectrometer

   - Must meet or exceed all specifications as listed in US E.P.A. method 245.1.
   - Utilize the most current technology as described by the bidder to perform analysis of wastewater following US E.P.A. method 245.1 and meet all the specified performance criteria.
   - Be configured to utilize argon as the gas supply.
   - All necessary parts-consumable or otherwise-needed for startup.
   - Include PC controller and software included in section 1, letter C.
   - Include, at a minimum, a one-year manufacturer warranty.

   B. Autosampler:

   - The system must include a compatible autosampler for the Cold Vapor Atomic Absorption Spectrometer.
   - The autosampler must be controllable by the instrument software.
   - Compatible with 50mL flat bottom digestion tubes, Environmental Express Part Number UC475-GN, or equivalent.
   - Sample racks configured to hold a minimum of 48 samples in addition to the necessary calibration, blank, and quality control tubes.
   - Include, at a minimum, a one-year manufacturer warranty.

   C. Computer and Software Interface:

   - The computer must be Dell or HP brand-no substitutions accepted.
   - The computer must be configured to include, at a minimum:
     - Intel Core Ultra 5 Processor
     - 16GB of RAM
     - 1TB SSD hard drive
     - Windows 11 Pro
     - Printer
   - Software must:
     - Be installed on the PC.
     - Include all necessary instrument software.
   - Include, at a minimum, a five-year warranty on the hardware.

2. **Installation:**

   A. The awarded bidder must provide installation and setup at the City of Wyoming Wastewater Treatment Plant located at 2350 Ivanrest Ave SW, Wyoming, MI 49418.

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B. Installation and setup must be scheduled with at least one-week notice and must occur Monday-Thursday between 7:00am and 5:00pm within three weeks of delivery of the instrument components to the Wastewater Treatment Plant Laboratory. The awarded bidder must contact Peter Minnich, or his designee, to schedule installation and setup.

C. Proper installation and setup must be demonstrated through successful analysis of:

- Laboratory reagent blank (LRB)
- Laboratory fortified blank (LFB)
- Quality control standard (QCS) purchased by the laboratory
- Successful method detection limit (MDL) study at 0.1 ug/L.

D. Installation services must include removal, and proper disposal, of existing CVAA system (with or without trade-in value):

- PerkinElmer FIMS 100 – Serial Number 101S18030301
- PerkinElmer S10 Autosampler – Serial Number 102S18040502

3. **Training:**

A. Onsite training must include, at a minimum, the following:

- Instrument operation
- Method development
- Software orientation
- Preventative maintenance
- Data analysis and reporting

B. The awarded bidder must provide onsite training at time of installation and setup. If this is not possible, the training must be held on Tuesday, Wednesday, or Thursday between 7:00am and 5:00pm within one week of installation and setup. It is anticipated that four City of Wyoming employees will attend the training. The awarded bidder must contact Peter Minnich, or his designee, to schedule the training.

4. **Trade-In:**

A. The City of Wyoming is accepting offers for trade-in of the following equipment:

- PerkinElmer FIMS 100 – Serial Number 101S18030301
- PerkinElmer S10 Autosampler – Serial Number 102S18040502

B. Trade-in equipment is represented by the City “as is” and expresses no warranty as to its condition.

C. The trade-in amount proposed by the bidder must include removal and proper disposal of the trade-in items by the bidder.

5. **Additional Information:**

A. Bid proposals must include the description of coverage and estimated annual pricing for available service contract services beyond the initial warranty period.

B. Bid proposals must include a description of any additional onsite or offsite training courses and any available discounts for additional training.

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CONTRACT FORM

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

Certificate Of Completion

Envelope Id: 825CC527-7E9A-89D5-8158-B280D22C2DE0
Status: Completed
Subject: Complete with Docusign: PerkinElmer Contract Proposal 2026 v4.pdf
Source Envelope:
Document Pages: 33
Signatures: 1
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Julia Hamilton
940 Winter Street
Waltham, MA 02451-1457
Julia.Hamilton@PERKINELMER.COM
IP Address: 170.85.75.21

Record Tracking

Status: Original
6/22/2026 9:00:19 AM
Holder: Julia Hamilton
Julia.Hamilton@PERKINELMER.COM
Location: DocuSign

Signer Events	Signature	Timestamp
Julia Hamilton Julia.Hamilton@PERKINELMER.COM Assistant Secretary PerkinElmer U.S. LLC Security Level: Email, Account Authentication (Optional)	DocuSigned by:  04404A0EB22B400...	Sent: 6/22/2026 9:01:19 AM Viewed: 6/22/2026 9:01:53 AM Signed: 6/22/2026 9:02:16 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.85.75.21	

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/22/2026 9:01:19 AM
Certified Delivered	Security Checked	6/22/2026 9:01:53 AM
Signing Complete	Security Checked	6/22/2026 9:02:16 AM
Completed	Security Checked	6/22/2026 9:02:16 AM

Payment Events	Status	Timestamps

CITY OF WYOMING | PUBLIC WORKS

Drinking Water Plant | 16700 New Holland St., Holland, MI 49424
616.399.6511 | wyomingmi.gov

STAFF REPORT

Date: June 24, 2026

Subject: Purchase of Flow Meters

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: July 6, 2026

RECOMMENDATION:

It is recommended that the City Council award the Purchase of Flow Meters bid to Emerson, LLLP for the total amount of $53,351.02.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant and Wastewater Treatment Plant rely on flow meters to accurately monitor the flow rates of various chemicals used in the treatment processes. Seven existing flow meters used for alum, ferric, and sodium hypochlorite are in poor condition and exhibiting signs of failure. To maintain accurate chemical dosing and ensure continued system reliability, replacement of these meters is necessary.

To address this, specifications were prepared for the purchase of seven replacement flow meters compatible with the required flow characteristics and suitable for the alum, ferric, and sodium hypochlorite. The specifications were advertised on the City's website and downloaded by 36 registered bidders. On June 23, 2026, two bids were received and are summarized in the following tabulation.

Upon review, the bid from Emerson, LLLP met the specifications and is the lowest cost. Therefore, it is recommended that the City Council award the bid as provided by Emerson, LLLP for the Purchase of Flow Meters in the total amount of $53,351.02. Upon delivery of the new flow meters, utility maintenance staff will perform the installation.

TABULATION:

Bidder Name	Bid Amount
Emerson, LLLP	$53,351.02
CAASI Flow Control LLC	$54,533.00

BUDGET IMPACT:

Adequate funds exist in Water Fund account 591-537-53700-986.444 and Sewer Fund account 590-536-54400-986.444.

PURCHASE OF FLOW METERS CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

Emerson LLLP
A Delaware limited liability company
C/O: Midwest Municipal Instrumentation, Inc.
1100 W. Louis Henna Blvd, Bldg 1
Round Rock, TX. 78681-7430

Effective Date means: , 06/19/2026.

"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: Midwest Municipal Instrumenation, Inc.

By:_____
[Signature officer, director, or principal of Contrctor]

James L. Mommers

Date signed: 6/19, 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 FLOW METERS

as more particularly described and detailed in the plans and specifications attached to this Request for Bids/Proposals (**RFP** attached as **Exhibit A**) is (the "Work"). The RFP and the Proposal are incorporated into the contract by reference.

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, June 23, 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 FLOW METERS."

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 4 days before the due date for bids. Questions will not be answered by phone or in other oral communication. City will endeavor, but is not required to, email a copy of any addenda, answers to questions or interpretations that may be of general interest to potential bidders/proponents who have provided a valid email address and requested notification of this specific bid/proposal via City's e-Bidder system. Addenda will also be available on City's website and at City's Purchasing Department, 1155 28th Street SW, Wyoming, MI 49509.

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

BID/PROPOSAL REQUIREMENTS

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

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. 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 love-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.

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. Waver 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	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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
materials or contain hazardous or toxic substances or materials.. Amount required $2,000,000.	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 FLOW METERS

1. The City of Wyoming utility plants will be replacing two (2) flow meter systems used for metering alum, two (2) flow meter systems used for metering sodium hypochlorite, and three (3) flow meter systems used for metering ferric chloride. The successful bidder shall be responsible for supplying all seven (7) flow meter systems complete with sensors, remote transmitters, grounding rings, 316 stainless steel hardware, and associated components as defined herein.
2. All bidders are required to examine the work site. A site visit can be scheduled with Dan Kleinheksel, Utility Maintenance Manager, via email to Dan.Kleinhekseld@wyomingmi.gov.
3. The successful bidder shall have a clear understanding of the flow meter application and coordinate with the equipment manufacturer or representative to guarantee the flow meter system application and operation.
4. Equipment data sheet submittals must be included with the bid packet.

PART 1 - PROCESS INSTRUMENTATION

1. DESCRIPTION:
   A. The work of this section includes furnishing all process instrumentation and associated components for metering Alum.
   B. System Characteristics:
      - 48% Alum
      - Flow Rates:
         1. Seasonal flow rates range from 10.0 GPH to 60.0 GPH

   C. System Characteristics:
      - 15% Sodium Hypochlorite
      - Flow Rates:
         1. Seasonal flow rates range from 0.5 GPH to 35.0 GPH
      - Minimum rate ≤ 0.5 GPH

   D. System Characteristics:
      - 43% Ferric Chloride
      - Flow Rates:
         1. Seasonal flow rates range from 10.0 GPH to 50.0 GPH

2. REFERENCES:
   A. Applicable Standards and Codes:
      - American National Standards Institute (ANSI).
      - American Society for Testing & Materials (ASTM).
      - Institute of Electrical & Electronic Engineers (IEEE).
      - Instrument Society of America (ISA).
      - National Electrical Code (NEC).
      - National Electrical Contractors "Standard of Installation" (NECA).
      - National Electrical Manufacturers Association (NEMA).
      - National Board of Fire Underwriters (NBFU).

- National Fire Protection Association (NFPA).
- Underwriters' Laboratories, Inc. (UL).

3. GENERAL REQUIREMENTS:
   A. Provide all components necessary to achieve functional intent as described and as required. Some components (i.e., power supplies, interposing relays, signal converters, etc.) and mounting hardware may not be specifically itemized.
   B. Provide components that are compatible with process equipment.
   C. Provide components that are suitable for drinking water.
   D. Functionally similar components shall be products of a single manufacturer.
4. SUBMITTALS:
   A. Shop Drawings:
      - General: Shop drawing submittal material shall be project specific.
      - Provide shop drawings and product data for all process control and instrumentation equipment, to include:
         1. Manufacturer's name and model number.
         2. Equipment description, type, scale, or range.

   B. Product data sheet(s).
      - Standard drawings and illustrations.
      - Dimensions.
      - Materials of construction.
      - Details of construction and installation.
      - Project specific wiring diagrams, clearly indicating all field wiring requirements.
      - Accessories list.

   C. Operation and Maintenance Manuals:
      - Provide operation and maintenance manuals containing detailed Record Drawings as provided above and renewal parts information including source location and maintenance recommendations and the following:
      - Equipment function, normal operating characteristics and limiting conditions.
      - Assembly, installation, alignment, adjustment and checking instructions.
      - Operating instructions for start-up, routine and normal operating, regulation and control, and shutdown and emergency conditions.

   D. Maintenance instructions.
      - Guide to "troubleshooting."
      - Parts lists and predicated life of parts subject to maintenance replacement.
      - Test data and performance curves.
      - Field calibration/start-up sheets.

5. WARRANTY:
   A. Provide an 18-month (minimum) warranty as standard.

6. QUALITY ASSURANCE

   A. Manufacturer's Services: Provide Manufacturer's field service as specified herein. Submit field service calibration/start-up checklist for each instrument.

   B. All materials and testing shall be in accordance with ISA Standards and Recommended Practice.

   C. Bidder shall conduct field investigations as required to verify existing conditions, instrument ranges/calibration, and signal types.

7. DELIVERY, STORAGE AND HANDLING:

   A. All instrumentation equipment shall be shipped protected from dampness and humidity. All components shall be new and free from defects upon delivery. Shipping shall be FOB Destination.

PART 2 - PRODUCTS

1. GENERAL:

   A. Provide all mounting hardware required.

   B. All mounting hardware shall be of the following corrosion-resistant material. Coordinate mounting material with the surrounding environment:

      - PVC.
      - Stainless steel.
      - FRP.

   C. Provide a 50’ length of sensor to remote transmitter cable for Alum and Sodium Hypochlorite flow meter field devices.

   D. Provide a 100’ length of sensor to remote transmitter cable for Ferric Chloride flow meter field devices

   E. Provide instruments rated for the environment.

   F. Field verify Manufacturer's cable lengths prior to shop drawing submittal.

   G. Tagging: Equip all instruments with a permanently attached, stamped or engraved identification tag. Tag shall include:

      - Model Number
      - Serial Number
      - Calibration data
      - Electrode Type
      - Orifice size
      - Tag ID

   H. Finish:

      - Finish on the instruments and accessories shall provide protection against corrosion by the elements in the environment in which they are to be installed.

   I. Temperature Rating:

      - Instruments shall be suitable for the temperature in which they are to be exposed. Therefore, instruments located outdoors or in unheated spaces shall be suitable for -20° F to 120° F. Instruments exposed to direct sunlight (without sunshield) shall be suitable for temperatures up to 140° F.

   J. Provide configuration software and cables or handheld device(s) for any instrument which cannot be fully programmed via keypad/interface which is integral to device.

2. MAGNETIC FLOW METERS (FE/FIT):

   A. Electromagnetic flow meters supplied under this Contract shall conform to the following Specification unless otherwise noted:

B. Flow meters shall be constructed with the flow transmitter remotely mounted.

C. Sensor:

- Electrode Material: 80% Platinum-20% Iridium
- Electrode Type: 2 Measurement Electrodes
- Sensor lining material: PFA
- Transmitter Mount: Remote Mount with Legacy Terminal Block
- Mating Flange: ASME Class 150 wafer/flangeless design. Connection shall be to ½" CPVC process pipe.
- Quality Certificate (Q4): Calibration Certificate per ISO 10474 3.1B/ EN 10204 3.1
- Housing shall be continuously welded, with the unit being IP66/67.

ID	Flow Equipment	Rate
15FE-0211	Alum Metering Pump Discharge Element	0-60 GPH
15FE-0212	Alum Metering Pump Discharge Element	0-60 GPH
15FE-0121	Sodium Hypochlorite Metering Pump Discharge Element	0-35 GPH
15FE-0123	Sodium Hypochlorite Metering Pump Discharge Element	0-35 GPH
Ja-METR-1	Ferric Chloride Metering Pump Discharge Element	0-50 GPH
Ja-METR-2	Ferric Chloride Metering Pump Discharge Element	0-50 GPH
Ja-METR-3	Ferric Chloride Metering Pump Discharge Element	0-50 GPH

D. Transmitter:

- Transmitter Class: Revision 4 Electronics
- Transmitter Mount: Remote Wall Mount
- Transmitter Power Supply: AC Power Supply (90 to 250VAC, 50-60Hz)
- Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse
- Conduit Entry: 1/2-14 NPT
- Discrete Input/Discrete Output: Two Discrete Channels (DI/DO 1, DO 2)
- Display Option: Local Operator Interface
- Quality Certificate (Q4): Calibration Data per ISO 10474 3.1B / EN 10204 3.1
- Output: A programmable flow meter shall convert the flow signal of the primary element into an appropriate linear 4-20mA signal. The output shall be isolated and be capable of driving 0-750 ohms. The electronics shall employ an onboard self-diagnostics package. HART protocol compatible.
- Relay Contact Scaled Pulse Output: Provide dry-contact scaled pulse output option. Relay contact: Max. 28V, max. 250mA, max. 3w.
- Unit shall have nonvolatile memory integral with transmitter to save calibration settings and other information necessary to properly operate.
- Sampling frequency up to 100 Hz.
- Empty pipe detection, to drive output to 4mA.
- Reverse flow detection with discrete output to indicate reverse flow through the pipe.
- Two line (or greater) illuminated digital flow display capable of displaying flow rate and totalized flow simultaneously.

- Meter shall operate on a 120VAC (60 hz) power source nominally.
- Diagnostic capabilities to be provided:
- Continuous meter verification.
- Electrode coating detection.
- Process noise detection.
- Ground loop diagnostics.
- 4-20ma loop verification.
- Calibration
    1. Flow Units : GPH

ID	Flow Equipment	Rate
15FIT-0211	Alum Metering Pump Discharge Flow Transmitter	0-60 GPH
15FIT-0212	Alum Metering Pump Discharge Flow Transmitter	0-60 GPH
15FIT-0121	Sodium Hypochlorite Pump Discharge Flow Transmitter	0-35 GPH
15FIT-0123	Sodium Hypochlorite Pump Discharge Flow Transmitter	0-35 GPH
Ja-METR-1a	Ferric Chloride Pump Discharge Flow Transmitter	0-50 GPH
Ja-METR-2a	Ferric Chloride Pump Discharge Flow Transmitter	0-50 GPH
Ja-METR-3a	Ferric Chloride Pump Discharge Flow Transmitter	0-50 GPH

E. Adjustments: The field adjustments required shall be zero and span, and they shall be adjustable without the use of special test equipment. These adjustments shall allow adjustment of signal damping and low flow cutoff to calibrate the equipment.

F. Performance Accuracy: The electronics shall employ all digital electronics to ensure an high accuracy of measurement of ±0.15% of rate.

G. Provide Smart Meter Verification and diagnostic suite including coating detection, high process noise, and grounding/wiring fault detection.

H. Grounding: Provide (8) compatible Titanium grounding rings and connections to properly ground the flow tube per the manufacturer specifications.

I. Provide 316 stainless steel mounting studs and nuts kit for each flow meter.

J. Total meter construction shall comply with ISO 9000 Standards.

K. Accuracy shall be traceable to NIST Standards, OIML calibration standards will not be accepted.

L. Transmitter shall be interchangeable without effect of meter accuracy or the need for recalibration for all meter sizes.

M. Provide an 18-month (minimum) warranty as standard.

N. Approved Manufacturers:

- Rosemount, 8711
- Rosemount, 8712E

PART 3 - EXECUTION

1. FIELD QUALITY CONTROL:

A. Bidder shall be responsible for Manufacturers Field Service:

- Arrange and pay for process control and instrumentation system manufacturer representative to:
    1. Assist with start-up and conduct performance demonstration.

2. Demonstrate operation and maintenance to the system operators.
3. Review operations and maintenance manual with system operators.
4. Schedule field services as soon as practical and at times approved by Owner.
5. Promptly make all changes as necessary for proper operation of the system.
6. Manufacturer’s representative engineer shall submit written approval of installation.

2. SYSTEM TRAINING

A. Manufacturer's representative shall provide training for system operators.

B. Provide training session(s) to demonstrate and explain the operation of all instrumentation 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.

CONTRACT FORM

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

Exhibit B

MIDWEST MUNICIPAL
INSTRUMENTATION INC.

4391 Bonnymede Ct
Jackson, MI 49201

YOUR HELPING HAND IN ALL YOUR MUNICIPAL WATER & WASTEWATER NEEDS

Wyoming City Clerk's Office
Wyoming City Hall
1155 28th St., SW
Wyoming, MI. 49509-0905

Dear City Clerk

06/19/26

We are providing documentation needed for **City of Wyoming Bid/Proposal for purchase of Flow Meters.**

Enclosed you will find:

- Cover Letter, one page
- BID/PROPOSAL form required filled and signed documentation, five pages
- Emerson, LLLP bid proposal, six pages

Sincerely,

James L. Mommers
Controller.

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 FLOW METERS

as more particularly described and detailed in the plans and specifications attached to this Request for Bids/Proposals (**RFP** attached as **Exhibit A**) is (the "Work"). The RFP and the Proposal are incorporated into the contract by reference.

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, June 23, 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 FLOW METERS."

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 4 days before the due date for bids. Questions will not be answered by phone or in other oral communication. City will endeavor, but is not required to, email a copy of any addenda, answers to questions or interpretations that may be of general interest to potential bidders/proponents who have provided a valid email address and requested notification of this specific bid/proposal via City's e-Bidder system. Addenda will also be available on City's website and at City's Purchasing Department, 1155 28th Street SW, Wyoming, MI 49509.

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

BID/PROPOSAL FORM

PURCHASE OF FLOW METERS

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):

_____

PURCHASE OF FLOW METERS

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

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

Addendum No.	Addendum Date
_____	_____
_____	_____

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

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

State bid price as per the specifications included herein.

ALUM METER SYSTEMS BID PRICE: Dollars $ 15,243.14

FERRIC CHLORIDE METER SYSTEMS BID PRICE: Dollars $ 22,864.74

SODIUM HYPOCHLORITE METER SYSTEMS BID PRICE: Dollars $ 15243.14

TOTAL BID PRICE:

fifty three thousand three hundred fifty-one dollars 02/100 (use words) Dollars $ 53,351.02 (in figures)

	State Make/Model (Required)
Alum Metering Pump Discharge Element	8711 APA 30 FR I N H M 3 D I MK3 Q4
Sodium Hypochlorite Metering Pump Discharge Element	8711 APA 15 FR I NH M3 D I MK3 Q4
Ferric Chloride Pump Discharge Element	8711 APA 30FR I N H M3 D I MK3 Q4
Alum Metering Pump Discharge Flow Transmitter	8712 EMR I A1 DA1 DA2 AX M4 D1 Q4
Sodium Hypochlorite Pump Discharge Flow Transmitter	8712 EMR I A1 DA1 DA2 AX M4 D1 Q4
Ferric Chloride Pump Discharge Flow Transmitter	8712 EMR I A1 DA1 DA2 AX M4 D1 Q4

Bid/Proposal Form Continued

Emerson LLLP
[Proponent's Complete Business Name]

Midwest Municipal Instrumentation, Inc.
[If Proponent is DBA include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

James L. Mommers
[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

RECEIVED
JUN 2 8 2026
Wyoming
City Clerk

Date signed: 6/19/26

4391 Bonnymede
[Proponent's street address]

[Proponent's business phone]

Jackson MI 49201
[City] [State] [Zip]

517-250-1650
[Cell phone number(s) of person(s) signing for proponent]

jmommersmmiinc@gmail.com
[E-mail address(s) of person(s) signing for proponent]

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

CONTRACT FORM

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

EMERSON

Submit your PO to:
Emerson LLLP
1100 W Louis Henna Blvd
Building 1
Round Rock
TX 78681-7430
UNITED STATES

PROJECT BIDDER
Reference: Wyoming, MI DWP - Alum, Sodium Hypochlorite & Ferric Chloride Flow Meters
Project:

Date: 18-Jun-26
Emerson Proposal: 34843036 **Ver:**2
Expiration Date: 18-Jul-26

To: Bidder, Project

Phone: +1 (800) 999-9307
Fax:
Email: not.a.real.email@emerson.com

From: Adam Breyette - Inside Sales

Phone: 800-406-5252
Fax:
Email: ADAM.BREYETTE@emerson.com

Midwest Municipal Instrumentation - Salesperson

Phone: 517-764-4736
Fax:
Email: cbrzyskimmi@msn.com

Summary Of Understanding

Table Of Contents

1. Commercial Summary
2. Detailed Item Summary
3. Terms & Conditions

Commercial Summary

Expiration Date: 18-Jul-26
Ultimate Destination: United States

Shipping Terms:
Payment Terms: Payment due in 30 days
Freight Terms

Lead Time: 4 WEEKS ARO

Cust Line	Item	Qty	Units	Description	Lead Time	Unit Price (USD)	Extended Price (USD)
	1.1	2	Each	ROSEMOUNT 8711 WAFER MAGNETIC FLOW METER SENSOR, 0.3 INCH (DN8) 8711APA30FR1NHG3D1MK3Q4 **Ship From:** MICRO MOTION INC C/O Maersk 901 Logistics Center Court Bldg 3, Docks 43-45 79927 Socorro TX UNITED STATES	4 WEEKS ARO	3,516.80	7,033.60
	1.2	2	Each	ROSEMOUNT 8712E MAGNETIC FLOW METER TRANSMITTER 8712EMR1A1DA1DA2AXM4D1Q4 **Ship From:** MICRO MOTION INC C/O Maersk 901 Logistics Center Court Bldg 3, Docks 43-45 79927 Socorro TX UNITED STATES	4 WEEKS ARO	3,340.48	6,680.96
	3.1	3	Each	ROSEMOUNT 8711 WAFER MAGNETIC FLOW METER SENSOR, 0.3 INCH (DN8) 8711APA30FR1NHG3D1MK3Q4 **Ship From:** MICRO MOTION INC C/O Maersk 901 Logistics Center Court Bldg 3, Docks 43-45 79927 Socorro TX UNITED STATES	4 WEEKS ARO	3,516.80	10,550.40
	3.2	3	Each	ROSEMOUNT 8712E MAGNETIC FLOW METER TRANSMITTER 8712EMR1A1DA1DA2AXM4D1Q4 **Ship From:** MICRO MOTION INC C/O Maersk 901 Logistics Center Court Bldg 3, Docks 43-45 79927 Socorro TX UNITED STATES	4 WEEKS ARO	3,340.48	10,021.44
	4	500	Foot	08732-0065-2001:KIT, MAGMETER REMOTE MOUNT WIRING, COMBINATION COIL AND ELECTRODE, COLOR GREY, FEET **Ship From:** MICRO MOTION INC 7070 WINCHESTER CIR 80301 BOULDER CO UNITED STATES	4 WEEKS ARO	4.00	2,000.00
	2.1	2	Each	ROSEMOUNT 8711 WAFER MAGNETIC FLOW METER SENSOR, 0.15 INCH (DN4) 8711APA15FR1NHG3D1MK3Q4 **Ship From:** MICRO MOTION INC C/O Maersk 901 Logistics Center Court Bldg 3, Docks 43-45 79927 Socorro TX UNITED STATES	4 WEEKS ARO	3,516.80	7,033.60
	2.2	2	Each	ROSEMOUNT 8712E MAGNETIC FLOW METER TRANSMITTER 8712EMR1A1DA1DA2AXM4D1Q4 **Ship From:** MICRO MOTION INC C/O Maersk 901 Logistics Center Court Bldg 3, Docks 43-45 79927 Socorro TX UNITED STATES	4 WEEKS ARO	3,340.48	6,680.96
	5	1	Each	IMP-TARIFF-F:SURCHARGE **Ship From:**		3,350.06	3,350.06

TOTAL PRICE (USD) **53,351.02**

(NOTE: Taxes not included)

Detailed Item Summary

Cust Line	Item	Qty	Units	Description	Lead Time	Unit Price (USD)	Extended Price (USD)
	1.1	2	Each	ROSEMOUNT 8711 WAFER MAGNETIC FLOW METER SENSOR, 0.3 INCH (DN8)	4 WEEKS ARO	3,516.80	7,033.60

8711APA30FR1NHG3D1MK3Q4

871130F	ROSEMOUNT 8711 WAFER MAGNETIC FLOW METER SENSOR, 0.3 INCH (DN8)
A	Lining Material: PFA
P	Electrode Material: 80% Platinum-20% Iridium
A	Electrode Type: 2 Measurement Electrodes - Standard
R	Transmitter Mount: Remote Mount with Legacy Terminal Block
1	Mating Flange: ASME Class 150
NH	Safety Approval: Ordinary Location (non-hazardous)
G3	Grounding Rings: Ground Ring - Titanium (Qty 2)
D1	Calibration Option: High Accuracy Calibration (Base Reference Accuracy 0.15% of Rate)
MK3	Mounting Kit: 316 Stainless Steel Mounting Studs and Nuts Kit
Q4	Quality Certificate (Q4): Calibration Certificate per ISO 10474 3.1B/ EN 10204 3.1

Qty	Primary Tag	Secondary Tag
1	15FE-0211 15FE-0212	

	1.2	2	Each	ROSEMOUNT 8712E MAGNETIC FLOW METER TRANSMITTER	4 WEEKS ARO	3,340.48	6,680.96

8712EMR1A1DA1DA2AXM4D1Q4

8712E	ROSEMOUNT 8712E MAGNETIC FLOW METER TRANSMITTER
M	Transmitter Class: Revision 4 Electronics
R	Transmitter Mount: Remote Wall Mount
1	Transmitter Power Supply: AC Power Supply (90 to 250VAC, 50-60Hz)
A	Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse
1	Conduit Entry: 1/2-14 NPT
DA1	Adv. Diagnostics Suite 1: Process Diagnostics; HPN; Electrode Coating
DA2	Adv. Diagnostics Suite 2: Smart Meter Verification
AX	Discrete Input/Discrete Output: Two Discrete Channels (DI/DO 1, DO 2)
M4	Display Option: Local Operator Interface
D1	Calibration Accuracy: High Accuracy Calibration (Base Reference Accuracy 0.15% of Rate)
Q4	Quality Certificate (Q4): Calibration Data per ISO 10474 3.1B / EN 10204 3.1

Qty	Primary Tag	Secondary Tag	Calibration
1	15FIT-0211		Flow Units : Gallons(US)/hr LRV for output : 0.0 URV for output : 60.0
	15FIT-0212		

60 GPH is 4.6 fps thru a 0.3" sensor.

Cust Line	Item	Qty	Units	Description	Lead Time	Unit Price (USD)	Extended Price (USD)
	3.1	3	Each	ROSEMOUNT 8711 WAFER MAGNETIC FLOW METER SENSOR, 0.3 INCH (DN8) **8711APA30FR1NHG3D1MK3Q4** 871130F ROSEMOUNT 8711 WAFER MAGNETIC FLOW METER SENSOR, 0.3 INCH (DN8) A Lining Material: PFA P Electrode Material: 80% Platinum-20% Iridium A Electrode Type: 2 Measurement Electrodes - Standard R Transmitter Mount: Remote Mount with Legacy Terminal Block 1 Mating Flange: ASME Class 150 NH Safety Approval: Ordinary Location (non-hazardous) G3 Grounding Rings: Ground Ring - Titanium (Qty 2) D1 Calibration Option: High Accuracy Calibration (Base Reference Accuracy 0.15% of Rate) MK3 Mounting Kit: 316 Stainless Steel Mounting Studs and Nuts Kit Q4 Quality Certificate (Q4): Calibration Certificate per ISO 10474 3.1B/ EN 10204 3.1 Qty Primary Tag Secondary Tag 1 Ja-METR-1/1a Ja-METR-2/2a Ja-METR-3/3a	4 WEEKS ARO	3,516.80	10,550.40
	3.2	3	Each	ROSEMOUNT 8712E MAGNETIC FLOW METER TRANSMITTER **8712EMR1A1DA1DA2AXM4D1Q4** 8712E ROSEMOUNT 8712E MAGNETIC FLOW METER TRANSMITTER M Transmitter Class: Revision 4 Electronics R Transmitter Mount: Remote Wall Mount 1 Transmitter Power Supply: AC Power Supply (90 to 250VAC, 50-60Hz) A Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse 1 Conduit Entry: 1/2-14 NPT DA1 Adv. Diagnostics Suite 1: Process Diagnostics; HPN; Electrode Coating DA2 Adv. Diagnostics Suite 2: Smart Meter Verification AX Discrete Input/Discrete Output: Two Discrete Channels (DI/DO 1, DO 2) M4 Display Option: Local Operator Interface D1 Calibration Accuracy: High Accuracy Calibration (Base Reference Accuracy 0.15% of Rate) Q4 Quality Certificate (Q4): Calibration Data per ISO 10474 3.1B / EN 10204 3.1 Qty Primary Tag Secondary Tag Calibration 1 Ja-METR-1/1a Flow Units : Gallons(US)/hr LRV for output : 0.0 URV for output : 50.0 Ja-METR-2/2a Ja-METR-3/3a 50 GPH is 3.8 fps thru a 0.3" sensor.	4 WEEKS ARO	3,340.48	10,021.44
	4	500	Foot	08732-0065-2001:KIT, MAGMETER REMOTE MOUNT WIRING, COMBINATION COIL AND ELECTRODE, COLOR GREY, FEET	4 WEEKS ARO	4.00	2,000.00

Cust Line	Item	Qty	Units	Description	Lead Time	Unit Price (USD)	Extended Price (USD)
	2.1	2	Each	ROSEMOUNT 8711 WAFER MAGNETIC FLOW METER SENSOR, 0.15 INCH (DN4) **8711APA15FR1NHG3D1MK3Q4** 871115F ROSEMOUNT 8711 WAFER MAGNETIC FLOW METER SENSOR, 0.15 INCH (DN4) A Lining Material: PFA P Electrode Material: 80% Platinum-20% Iridium A Electrode Type: 2 Measurement Electrodes - Standard R Transmitter Mount: Remote Mount with Legacy Terminal Block 1 Mating Flange: ASME Class 150 NH Safety Approval: Ordinary Location (non-hazardous) G3 Grounding Rings: Ground Ring - Titanium (Qty 2) D1 Calibration Option: High Accuracy Calibration (Base Reference Accuracy 0.15% of Rate) MK3 Mounting Kit: 316 Stainless Steel Mounting Studs and Nuts Kit Q4 Quality Certificate (Q4): Calibration Certificate per ISO 10474 3.1B/ EN 10204 3.1 Qty 2	4 WEEKS ARO	3,516.80	7,033.60
	2.2	2	Each	ROSEMOUNT 8712E MAGNETIC FLOW METER TRANSMITTER **8712EMR1A1DA1DA2AXM4D1Q4** 8712E ROSEMOUNT 8712E MAGNETIC FLOW METER TRANSMITTER M Transmitter Class: Revision 4 Electronics R Transmitter Mount: Remote Wall Mount 1 Transmitter Power Supply: AC Power Supply (90 to 250VAC, 50-60Hz) A Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse 1 Conduit Entry: 1/2-14 NPT DA1 Adv. Diagnostics Suite 1: Process Diagnostics; HPN; Electrode Coating DA2 Adv. Diagnostics Suite 2: Smart Meter Verification AX Discrete Input/Discrete Output: Two Discrete Channels (DI/DO 1, DO 2) M4 Display Option: Local Operator Interface D1 Calibration Accuracy: High Accuracy Calibration (Base Reference Accuracy 0.15% of Rate) Q4 Quality Certificate (Q4): Calibration Data per ISO 10474 3.1B / EN 10204 3.1 Qty Calibration 2 Flow Units : ft/sec LRV for output : 0.0 URV for output : 30.0	4 WEEKS ARO	3,340.48	6,680.96
	5	1	Each	IMP-TARIFF-F:SURCHARGE		3,350.06	3,350.06

International Trade Compliance

The present quotation, the acceptance of an order under this quotation and the fulfilment of any contractual obligations as a consequence of the quotation, are subject to all current applicable import, export control and sanctions laws, regulations, orders and requirements, including those of the United States where applicable. However, such laws and regulations may be amended from time to time including during the processing of an order. If Emerson (The Company) should fail to receive any necessary or advisable licenses, authorizations or approvals, even arising from inaction by any relevant government authority, or if any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any applicable laws, regulations, orders or requirements that would prohibit the Company from fulfilling any order, or would in the reasonable judgement of the Company otherwise expose the Company to a risk of liability under such laws, regulations, orders or requirements if it fulfilled the order, the Company shall be relieved without penalty of all obligations with respect to any order resulting from this quotation.

Product Material Compliance

For orders destined for installation in the European Union, some products on this order may be considered out of scope from European Directive 2011/65/EC. For more information on EU RoHS, EU REACH, and other laws which regulate product material content, please refer to http://www.emerson.com/compliance for up-to-date product information.

Terms & Conditions

This quote is offered subject to the terms and conditions agreement between the parties. If no agreement exists, then this quote shall be subject to Emerson Automation Solutions' terms and conditions of sale, a copy of which can be found at the following :
LLLP USA General TC US

Material Selection

Emerson Automation Solutions provides a variety of products with various options and configurations including materials of construction that can be expected to perform well in a wide range of applications. The product information presented is intended as a guide for the purchaser to make an appropriate selection for the application. It is the purchaser's sole responsibility to make a careful analysis of all process parameters (such as all chemical components, temperature, pressure, flow rate, contaminants, etc.), when specifying materials and options and for the particular application. Emerson Automation Solutions is not in a position to evaluate or guarantee the compatibility of the process fluid or other process parameters with the materials and options selected.

07.06.2026
CED/CH

ORDINANCE NO. 13-26

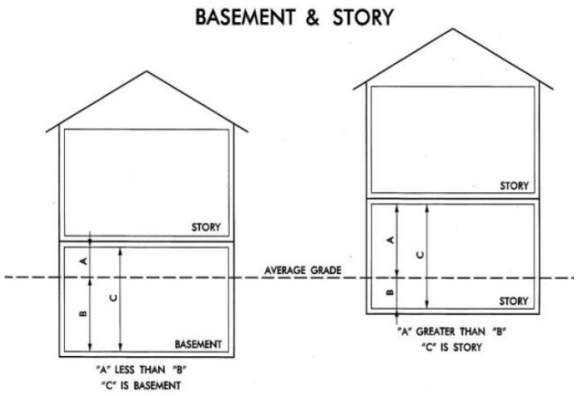
ORDINANCE TO AMEND ZONING CODE SECTIONS 90-202 “DEFINITIONS B”, 90-204 “DEFINITIONS D”, 90-208 “DEFINITIONS H”, 90-219 “DEFINITIONS S”, AND 90-2119 “DEFINITIONS S”

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 2, Section 90-202 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-202. Definitions "B"

Basement: That portion of a building which is partly or wholly below grade but so located that the vertical distance from the average grade to the floor is greater than the vertical distance from the average grade to the ceiling. A basement shall not be counted as a story. Figure 90-202-1.



Boardinghouse: An owner-occupied dwelling where meals and lodging are provided for compensation to two or more persons for periods of one week or more.

Berm: A manmade mound of earth that is graded and shaped to a specified height and slope and improved with landscaping in such a fashion as to be used for visual and/or audible screening purposes.

Block: The property, abutting one side of a street lying between the two nearest intersecting streets or between an intersecting street and a railroad right-of-way; unsubdivided acreage, river or stream; or between any of the foregoing and any other barrier to the continuity of development.

Building:

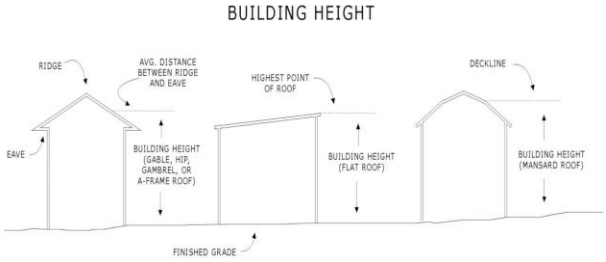
(1) *Alterations:* Any change, addition or modification in construction or type of occupancy; any change in the structural members of a building, such as walls, partitions, columns, beams, girders; or any change which may be referred to herein as "altered" or "reconstructed."

(2) *Building:* A permanent structure having a roof supported by columns, or walls, for the shelter, support or enclosure of persons, animals or possessions, is a building. When any portion thereof is completely separated from every other part thereof by division walls from the ground up, and without openings allowing ingress or egress of persons, each separated portion of the building shall be deemed a separate building.

(3) *Building envelope (also called "buildable area"):* The ground area of a lot which is defined by the minimum setback and spacing requirements within which construction of a principal and any attached

accessory structures (such as a garage) is permitted by the ordinance. For condominium developments, the building envelope shall be illustrated on a site plan.

(4) *Building height:* The vertical distance measured from the established grade to the highest point of the roof for flat roofs; to the deck line for mansard roofs; and to the mean height (between eaves and ridges) for gable, hip, gambrel, and A-frame roofs. Figure 90-202-2.



(5) *Building permit:* An authorization issued by the chief building official to move, erect or alter a structure within the city.

Buffer zone: A strip of land often required between certain zoning districts reserved for plant material, berms, walls or fencing singularly or in combination to serve as a visual and/or noise barrier.

Bulk: The term used to indicate the size and setbacks of buildings and structures and their location with respect to one another, including standards for the height and area of buildings; the location of exterior walls in relation to lot lines, streets, and other buildings; gross floor area of buildings in relation to lot area, open space, and the amount of lot area required for each dwelling unit.

Section 2. That Chapter 90, Article 2, Section 90-204 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-204. Definitions "D".

Dedicated transit stop: A fixed location where passengers may access public transportation as designated by permanent signage attached to a post in the public right-of-way or attached to a bus shelter.

Density: The number of dwelling units situated on or to be developed per net acre of land. For purposes of calculating maximum density, only 25 percent of the acreage determined to be wetlands protected by the Goemaere-Anderson Wetland Protection Act, PA 203 of 1979, or land within the 100-year floodplain elevation shall be calculated toward the total site acreage. All open bodies of water, public rights-of-way and private road easements are excluded from this calculation.

Detention basin: A manmade or natural water collector facility designed to collect surface water in order to impede its flow and to release the water gradually at a rate not greater than that prior to the development of the property, onto natural or manmade outlets.

Development: The construction of a new building or other structure, the relocation of an existing building, or a new use of open land.

Disposal: The final placement or destruction of either hazardous or nonhazardous substances or waste. Disposal includes placing the above substances in landfills, surface impoundments, land farms, deep wall injection or underground injection wells or incineration.

Distribution center: A use which typically involves both warehouse and office/administration functions, where short and/or long term storage takes place in connection with the distribution operations of a business.

District: A portion of the city within which, on a uniform basis, certain uses of land and buildings are permitted and within which certain regulations and requirements apply under the provisions of the ordinance. Districts in the City of Wyoming include:

(1) *Overlay district:* A district which is applied over an underlying, controlling district, except as modified or restricted by the regulations of the overlay district.

(2) *Zoning district or district:* A portion of the City of Wyoming where certain uses of land and buildings are permitted and certain yards, open spaces, lot areas, and other requirements are established.

Downtown development authority area: That area bordering both sides of 28th Street between Division Avenue and Byron Center Avenue, as described in section 2-214 of this Code.

Drive-through establishment: A business in which all or part of the business consists of providing goods and services from a drive-through window to patrons in motor vehicles.

Dumpster or waste receptacle: Any accessory exterior container used for the temporary storage of rubbish, pending collection, having the capacity of at least one cubic yard. Exterior compactors shall be considered to be dumpsters or waste receptacles for the purposes of screening regulations.

Dwelling:

(1) *Manufactured home:* A dwelling which is substantially built, constructed, assembled, and finished off the premises upon which it is intended to be located and transported to the building site on its own wheels or a flatbed trailer.

(2) *Multiple-family:* A building, or portion thereof, used or designed as residences for three or more families living independently of each other and each doing their own cooking in the building, with the number of families in residence not exceeding the number of dwelling units provided. Multiple-family buildings without a second floor common hallway are termed townhouses.

(3) *Single-family:* A detached building or manufactured home designed exclusively for the complete living accommodations of one family, and containing one dwelling unit only.

(4) *Single-family, attached:* A single-family dwelling erected side by side to another similar unit in a single building, each unit being separated from the adjoining unit by an uninterrupted wall extending from the basement floor to the roof, and having a separate exterior entrance.

(5) *Site built:* A dwelling which is substantially built, constructed, assembled, and finished on the premises which are intended to serve as its final location. Site built dwellings also include those constructed of precut materials and panelized wall, roof and floor sections when such sections require substantial assembly and finishing on the premises which are intended to serve as its final location.

(6) *Two-family:* A detached building, designed for or occupied exclusively by two families living independently of each other. May also be termed as a duplex.

Dwelling unit:

(1) *Dwelling unit:* A building or portion thereof having cooking and housekeeping facilities, which is occupied wholly as the home, residence or sleeping place of one family, either permanently or transiently, but in no case shall a motor home, trailer coach, garage, automobile chassis, portable building or tent be considered a dwelling.

In case of mixed occupancy, where a building is occupied in part as a dwelling unit, the part so occupied shall be deemed a dwelling unit for the purpose of this chapter and shall comply with the applicable provisions relative to dwellings. A dwelling unit shall include both manufactured units (mobile homes and modular homes) and site built units.

(2) *Efficiency unit:* An efficiency unit is a dwelling unit consisting of one room, exclusive of bathroom, kitchen, hallway, closets, or dining alcove directly off the principal room providing not less than 350 square feet of floor area.

(3) *Short-term rental unit:* A building or portion thereof that is rented or subletted for a term of 27 days or less. Short-term rental units are only permitted in residential zones and in the following building types, being exempt to the family requirement: manufactured home, single-family, single-family attached, and two-family. A short-term rental unit shall meet the requirements of Section 10-3 of the Code of Ordinances.

Section 3. That Chapter 90, Article 2, Section 90-208 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-208. Definitions "H".

Home occupation: Any use customarily conducted entirely within the dwelling and carried on by the occupants thereof. It shall not include employees other than members of the immediate family residing within the dwelling. The use must be clearly incidental and secondary to the dwelling purposes. It shall not change the character thereof nor endanger the health, safety and welfare of any other person residing in the area because of noise, noxious odors, unsanitary or unsightly conditions, fire hazards and any other similar item, involved in or resulting from such occupation, profession or hobby. Single chair beauty salons, barbershops and instruction in a craft or fine art, are permitted on an individual basis. No article or service shall be sold or offered for sale on the premises except as is produced by such occupation. Such occupation shall not require any alterations or construction features, equipment, machinery, outdoor storage or signs not permitted in the residential areas.

No home occupation shall generate more than the normal residential traffic either in amount or type. One non-illuminated nameplate, not more than two square feet in area, may be attached to the building and shall contain only the name and occupation of the residents of the premises. Day care centers, tea rooms, veterinarian's offices, tourist homes, short-term rentals, animal hospitals, and kennels and any other similar businesses or occupations shall not be deemed to be home occupations. Garage sales are limited to a maximum of six calendar days per year.

Hospital: An institution where sick or injured persons are given medical care and, in the course of same, are housed overnight, fed and provided nursing and related services. This definition shall include any related, accessory facilities such as laboratories, outpatient departments, training facilities, central service facilities and staff offices which are integral parts of the facility. This definition shall not include drug rehabilitation facilities, halfway houses, convalescent or nursing homes, institutions for mentally ill individuals, or other similar facilities.

Hotel: A series of attached, semidetached, or detached rental units which provide lodging on a temporary basis, and are offered to the public for compensation. The term "hotel" shall include tourists cabins and homes, motor courts, and motels. A hotel shall not be considered or construed to be a multiple-family dwelling.

Section 4. 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).

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.

Short-term rental: See "Short-term rental unit."

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 5. That Chapter 90, Article 11, Section 90-2119 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-2119 Definitions "S"

Scale: Refers to the size of the building, street fixture, sign or other built or constructed element.

Shopfront private frontage: The shopfront is a frontage type placed along the principal frontage line in a build-to-zone. It is typically associated with retail uses at the first story in context areas that have a less intense (more residentially scaled) retail environment. The shopfront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts may be elevated above the adjacent grade.

Secondary frontage: Refer to "frontage, secondary."

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.

Setback: The minimum horizontal distance required by this Form Based Code, measured from the front, side or rear lot line as applicable, to govern the location of buildings, structures or uses on the lot.

Short-term rental unit: A building or portion thereof that is rented or subletted for a term of 27 days or less. Short-term rental units are only permitted in residential zones and in the following building types: single-family house and two-family house. A short-term rental unit shall meet the requirements of Section 10-3 of the Code of Ordinances.

Sidewalk sign: A temporary and portable sign that is not permanently affixed to a structure or ground and is placed on the sidewalk in front of a business during normal business hours. Synonymous with sandwich board sign.

Sign band: An architectural element on buildings that acts as a horizontal upper termination for the storefront private frontage. Sign bands extend the entire width of the building facade above a storefront and may contain signs. Synonymous with horizontal expression band.

Sign band sign: A sign that is painted on, incorporated in, or attached directly to the sign band or horizontal expression band above a storefront window or transom.

Single-family house building type: A lot located and designed to accommodate a single-family detached building with front, rear and side yards.

Site disposition: The placement or location of a building footprint on a lot or parcel. Synonymous with site placement.

Stoop: A slightly elevated unenclosed area attached to a building and corresponding to a door. A stoop is always covered with a roof.

Stoop private frontage: The stoop is a frontage type typically placed along the principal frontage line, although it may also be placed in the side yard. A stoop is a small staircase leading to the entrance of a building that has a roof at the entrance. The elevation of the stoop is required to achieve privacy for residential uses on the first story.

Storefront private frontage: The storefront is a frontage type placed along the principal (and sometimes secondary) frontage line(s). It is typically associated with retail and mixed use buildings. The storefront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront base: The knee wall located at the sidewalk that the storefront window sits on. Sometimes referred to as a bulkhead wall.

Story: The distance between any two adjacent floors or floor lines, measured as the distance between the finished floor and related finished ceiling in feet and inches. Actual story heights are regulated by building type in division 6. Number of stories are regulated by building type and context area.

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).

Section 6. That this ordinance shall take effect on _____, 2026.

Section 7. 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. 13-26

CITY OF WYOMING

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

June 30, 2026

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Sections 90-202 “Definitions B”, 90-204 “Definitions D”, 90-208 “Definitions H”, 90-219 “Definitions S”, and 90-2119 “Definitions S”.

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 June 16, 2026. At the meeting, a motion was made by Randall, supported by Gilreath-Watts, 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.

This amendment is one of two ordinance amendments requested by City Council based on the conversations concerning short-term rentals within the City of Wyoming, most recently at the May 11th work session. Since the regulatory ordinance was originally adopted, there have been conflicts between the language in the zoning ordinance, an adopted administrative policy, and the regulatory ordinance. To resolve these conflicts, both the zoning and regulatory ordinances for short-term rentals are being revised to permit short-term rentals through a streamlined registration program.

The proposed text amendments to the zoning ordinance introduce and reference the definition of the short-term rental unit. The amendments also clarify the differences between short-term rentals and other uses that share similar elements yet remain different, including boardinghouses and home occupations. These recommended amendments align with the proposed revised regulatory ordinance in the Code of Ordinances Section 10-3.

No comments were made during the public hearing.

In the Planning Commission meeting, Commissioner Hall asked what inspired the amendment. The proposed zoning code text amendments are attached.

Respectfully submitted,



Colton Hyble, Assistant Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 6

DATE DISTRIBUTED:	June 9, 2026
PLANNING COMMISSION DATE:	June 16, 2026
ACTION REQUESTED:	Request to amend Zoning Code Sections 90-202 "Definitions B", 90-204 "Definitions D", 90-208 "Definitions H", 90-219 "Definitions S", and 90-2119 "Definitions S"
REQUESTED BY:	Wyoming Planning Staff
REPORT PREPARED BY:	Colton Hyble, Assistant Director of Community & Economic Development

GENERAL BACKGOUND:
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 requested by City Council based on the conversations concerning short-term rentals within the City of Wyoming, most recently at the May 11th work session.

These recommended amendments are to include short-term rental language in the zoning code that will align with a revised regulatory ordinance that will be brought to City Council at the beginning of July.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:
City staff is recommending updating the following sections for the following reasons:

Short-Term Rental Definitions (Sections 90-204, 90-219, and 90-2119)

These sections introduce and reference the definition of the short-term rental unit, which is currently defined in the regulatory ordinance in the Code of Ordinances Section 10-3. Since the regulatory ordinance was adopted, there have been conflicts between the language in the zoning ordinance, an adopted administrative policy, and the regulatory ordinance. These definitions are being added to the zoning ordinance to bring clarity to short-term rentals and align with the revised regulatory ordinance.

Distinguishing and Clarifying Other Definitions (90-202 and 90-208)

Relating to other definitions within the zoning code, these amendments clarify the differences between short-term rentals and other uses that share similar elements yet remain different.

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 90-202 “Definitions B”, 90-204 “Definitions D”, 90-208 “Definitions H”, 90-219 “Definitions S”, and 90-2119 “Definitions S” 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

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

PLANNING COMMISSION
MEETING MINUTES OF JUNE 16, 2026
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT:	Gilreath-Watts, Hall, Lamer, LaPlaca, Micele, Smart, Randall, Weller, Zapata
MEMBERS ABSENT:	
STAFF PRESENT:	Hofert, Deputy City Manager Hyble, Assistant Director of Community and Economic Development Blair, Planner II Zuniga, Recording Secretary

CALL TO ORDER

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

APPROVAL OF MINUTES

The minutes for the June 11th special meeting will be approved at July's regular meeting.

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.

SPECIAL ORDERS – POSTPONED ITEMS FROM SPECIAL MEETING JUNE 11TH 2026

AGENDA ITEM NO. 2
Request for special land use for a Secondhand Business at 1117 Burton St SW (Section 2) (Aurora Rodriguez)

Hyble said that the site is zoned FBC-CC (Form Based Code Corridor Center Area) and outlined the various uses of the surrounding land.

Hyble said that the applicant is proposing to utilize the existing 2,110 sq. ft. building at 1117 Burton Street SW for a secondhand business. The applicant desires to operate their pallet liquidation business that can offer shipments and in-person retail. No building construction or demolition is proposed as a part of this project. Secondhand businesses require special use approval in the FBC-CC Corridor Center Area.

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.*
This use is unlikely to adversely affect neighboring property at this location, as economic reinvestment along the Burton corridor will provide increased property maintenance and an additional retail option for the neighborhood. No sale items are proposed to be displayed outside, and all sales activities will remain inside the building.

(b) *The consistency with the spirit, purpose and intent of this chapter.*
The proposed use would be consistent with the overall purpose of the zoning ordinance, as stated in Section 90-101.

(c) *The possible adverse effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.*
The existing building size and the applicant's current business model favor online orders over in-person shopping. Yet, the expansion of this business model to host a small physical location is not expected to create traffic issues that will impact adjacent users.

(d) *The tendency of the proposed use to create any type of blight within the immediate area.*
Blight is a concern primarily through vacant buildings that owners are unwilling to maintain. In this case, the owner of the building is the applicant proposing to operate this business. Staff expect this use to reduce blight with the continued reinvestment from the owner.

(e) *The economic feasibility for the area.*

Secondhand businesses, and specifically pallet liquidation businesses, have become increasingly popular in recent years. The location of this building along a commercial corridor adjacent to neighborhoods in virtually every direction makes this use economically feasible.

(f) Any other factor as may relate to the public health, safety and welfare for persons and property.

The redevelopment is unlikely to have negative effects on public health, safety, and welfare. The reinvestment in a historically vacant building is likely to have a positive effect on public welfare and safety through increased use of the site, as well as renewed upkeep of the property.

(g) That all other provisions of this chapter are met for the proposed use.

Section 90-508 sets requirements that all secondhand businesses must be at least 250 feet from a similar use. The nearest similar use is over 1 mile from this location, which satisfies the requirement.

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

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

The submitted site plan and floor plan contain enough information to understand the proposed use on the existing site. The plan meets this standard.

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

No construction, demolition, or changes to the exterior building or site are proposed. The building was constructed prior to the adoption of the Form Based Code, and it meets many requirements and the intention of the Form Based Code. Any changes to the exterior of the site would have to conform to the Form Based Code regulations.

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

The applicant will meet screening requirements along the northern property line since the property is adjacent to a single-family dwelling unit.

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

Since no redevelopment is being proposed to the site, there are no additional requirements for the preservation of natural areas. This meets this requirement.

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

This requirement is met, as confirmed by the City's Engineering Office. The applicant is not proposing any building additions or demolition.

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

There are no soil erosion requirements, as confirmed by the City's Engineering Office.

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

Within the existing building, ingress and egress from the structure originates from the western and southern portions of the building. The site is accessible from Burton Street and Kamp Avenue through the roadway or public sidewalk network.

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

The City's Fire Marshal has confirmed that emergency vehicle access can be met on this site.

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

The existing building and loading area make up the entire site. Due to a nearby public transportation stop less than 300 ft. away, and the expectation of walk-in trade, parking requirements for the site can be modified from eight to four parking spaces by the

reviewing authority. Parking can be accommodated through on-street parking along the side of the building and behind the building.

(10) Pedestrian circulation. The site plan shall provide a pedestrian circulation system which is insulated as completely as is reasonably possible from the vehicular circulation system.
The site is surrounded by the public sidewalk network, which makes pedestrian navigability simple and easy. The building's entrance is at grade and accessible, meaning it does not require any steps to enter.

(11) Traffic impact. The expected volume of traffic to be generated by the proposed use shall not adversely affect existing roads and traffic patterns. Roadway access shall minimize excessive vehicle traffic on local residential streets to reduce the possibility of any adverse effects upon adjacent property. Projects expected to have 50 or more peak hour directional trips or 500 or more vehicle trips daily shall provide a traffic impact study, as outlined in subsection 90-504(3), above.
Traffic generated by this site is expected to be like other retail uses along Burton Street, and this impact would not require a traffic impact analysis per code requirements.

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

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

ALIGNMENT WITH MASTER PLAN:
The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use for the site is noted as Mixed Use, which consists of either vertically or horizontally mixed uses across retail, housing, and entertainment. The master plan also mentions walkability as a priority as well. This use will continue to advance the principles of the master plan through the continued use of a building for a use not previously available on Burton Street. This adds to the retail options within this mixed use commercial node, which can spur walkability between retail options in the area.

Hyble said that the Development Review Team recommends the Planning Commission grant special use approval for a secondhand business at 1117 Burton Street SW and, in a separate motion, grant site plan approval, subject to conditions 1-3 below:

1. The applicant shall work with the Wyoming Fire Department to address all comments noted in their review:
    a) Must follow all fire/building codes throughout process.
    b) Final Inspection shall be performed with Fire Marshal.

2. The applicant shall work with the Wyoming Building Office to address all comments noted in their review:
    a) Site plan does not show accessible parking. Accessible parking required per Building code.

3. The applicant shall work with the Wyoming Planning Office to address all comments noted in their review:
    a) All signage must meet the requirements of Division 10 of the Form Based Code.
    b) No parking may be located in the designated loading area, and no large commercial vehicles may be stored onsite.
    c) Any off-street parking provided behind the building must be paved and striped according to Sec. 90-601.
    d) Applicant will work with the Planning Office to provide screening along the northern property line to screen the business area from adjacent residential view.
    e) Applicant must receive a general business license from the Wyoming Clerk's Office.

Micele opened the public hearing at 7:11 PM. There was no public comment and the hearing was closed.

Aurora Rodgriguez, 1117 Burton St SW, owner of the property and business spoke to commissioners and shared how the business started and her vision for the site.

A motion was made by Randall, supported by Zapata to grant special use approval for a Secondhand Business at 1117 Burton St SW.

A vote on the motion passed unanimously.

A motion was made by Hall, supported by Gilreath-Watts to grant site plan approval for the project at 1117 Burton St SW, subject to conditions 1-3.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3
Request for site plan approval at 1486 60th St SW (Section 2) (Mike Obbink, Valduga LLC)

Blair said that the site is zoned I-1 Industrial District and outlined the various uses of the surrounding land.

Blair said that the applicant proposes to build a new 29,700 square foot building for warehousing and inventory process, with a small area for offices. The applicant is also proposing truck bays and overhead doors, as well as multiple parking areas on the west and east parts of the site. Cross access is proposed between this parcel and the one to the east (1398 60th St SW).

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:
Site plan review in conformance with the following applicable standards as follows is required. Section 90-505 specifies the standards to apply to site plan review:

(1) Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).
The submitted site plan and elevations contain all the required information to understand the applicant's proposed building addition in detail. This requirement is met.

(2) Buildings. Buildings and structures shall meet the minimum dimensional requirements of this article. Redevelopment of nonconforming structures shall bring the site into closer conformity to the extent deemed practical by the review authority. Expansions to nonconforming buildings shall be as provided for in section 90-903.
The proposed building respects the development standards provided in Section 90-444B as it pertains to the building, including setbacks and maximum building height. This requirement is met.

(3) Privacy. The site design shall provide reasonable visual and sound privacy for dwelling units located adjacent to the site. Walls, berms, barriers and landscaping shall be used, as appropriate, for the protection and enhancement of property and the privacy of adjacent uses.
The applicant's site is not situated adjacent to any residentially used or zoned property, and thus is not required to have privacy screening. No outdoor storage is proposed at this point, and thus is also not required to be screened. The proposed dumpster enclosure must meet the requirements of Section 90-321, and the applicant's plan is sufficient to meet this requirement.

(4) *Preservation of natural areas. The landscape shall be preserved in its natural state, insofar as practicable, by strategic building placement, minimizing tree and soil removal, alteration to the natural drainage courses, and the amount of cutting, filling and grading. Insofar as practical, natural features and the site topography shall be incorporated into the proposed site design.*
The site has been scraped prior to this proposed development, leaving no natural areas to preserve on the site. However, the applicant is proposing to place street trees along Valduga Dr and 60th St in accordance with Section 90-328. The applicant is also working with the Planning Office to finalize a landscaping plan that will also meet the requirements of Section 90-328. This standard will be met.

(5) *Drainage. Stormwater management system and facilities shall preserve natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible, and shall not substantially reduce or increase the natural retention or storage capacity of any wetland, water body, or watercourse, or cause alterations which could increase flooding or water pollution on or off the site.*
The applicant will work with the City's Engineering Office to meet all stormwater management requirements for the impervious surface onsite. This requirement will be met.

(6) *Soil erosion. Measures are included to prevent soil erosion and sedimentation.*
The City's Engineering Office has confirmed that the applicant's project will limit potential soil erosion and sedimentation. This requirement will be met.

(7) *Ingress and egress. Every structure and dwelling unit shall be provided with adequate means of ingress and egress via public streets and walkways. Access to the site shall be located and designed to ensure minimal impact on the safety and efficiency of traffic flow along all adjoining roadways. All access points shall comply with the access management requirements of section 90-603.*
The site has vehicular ingress and egress onto 60th Street SW via the shared driveway to the east and connections to Valduga Drive to the west. This meets ingress and egress requirements of Section 90-603. This requirement is met.

(8) *Emergency vehicle access. All buildings and site circulation shall be arranged to permit emergency vehicle access by practicable means to all buildings and areas of the site*.
The City's Fire Marshal has confirmed that emergency vehicle access can be provided to all areas of the site.

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

The site's proposed vehicular circulation layout shows the applicant's willingness to design to separate the passenger vehicles from the expected truck traffic. Directional signage where drive aisles interact, traffic calming designs, and a separation of customer parking to the sides of the building will allow for the safe circulation of vehicles. Parking counts are provided and meet the standards of Section 90-600. This requirement is met.

(10) Pedestrian circulation. The site plan shall provide a pedestrian circulation system which is insulated as completely as is reasonably possible from the vehicular circulation system.
Dedicated pedestrian areas are proposed and located in areas that are accessible to patrons and employees while maintaining safety from vehicular traffic. This requirement is met.

(11) Traffic impact. The expected volume of traffic to be generated by the proposed use shall not adversely affect existing roads and traffic patterns. Roadway access shall minimize excessive vehicle traffic on local residential streets to reduce the possibility of any adverse effects upon adjacent property. Projects expected to have 50 or more peak hour directional trips or 500 or more vehicle trips daily shall provide a traffic impact study, as outlined in subsection 90-504(3), above.
The traffic impact from the proposed addition is expected to have a minimal impact on traffic along adjacent major thoroughfares. The site's infrastructure can contain all traffic generated by the use; This requirement is met.

(12) Public services. The scale and design of the proposed development shall facilitate the adequate provision of services currently furnished by or that may be required of the city or other public agency including, but not limited to, fire and police protection, stormwater management, sanitary sewage removal and treatment, traffic control and administrative services.
The site can be served by public services and utilities, as confirmed by the City's Engineering Office. This requirement is met.

(13) Site redevelopment. Redevelopment of existing sites shall conform to the site improvement provisions of this article to the extent deemed practical by the reviewing authority. The extent of upgrade to site improvements shall be relative to and proportionate with the extent of redevelopment or expansion in accordance with the nonconforming site requirements of section 90-903.
The Wyoming Fire Department, Engineering Office, Building Office, Planning Office, and Assessor's Office confirm that all elements of Site Redevelopment are either met or will be met through the conditions laid out in this report.

ALIGNMENT WITH MASTER PLAN:
The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use for the site is noted as Business Park, which consists of employment centers, smaller scale industrial areas, and office or medical complexes. The master plan calls for design quality, traffic impacts,

parking supply, and beautification to be integrated into these areas. The proposed project aligns with these goals through the provision of adequate parking, pedestrian access and circulation, and a clean exterior site with no outdoor storage. This project aligns with the guidance of the Master Plan.

Blair said that the Development Review Team recommends the Planning Commission grant site plan approval for the project at 1486 60th St SW, subject to conditions 1-3 below:

1. The applicant shall work with the Wyoming Planning Office to address all comments noted in their review:
    a) Applicant must submit updated access easement documentation once finalized with the adjacent property owner to the east.
    b) Applicant will work with the Planning Office to finalize a Landscaping Plan that conforms to Section 90-328.
    c) All signage must follow the regulations of Article 7.

2. The applicant shall work with the Wyoming Fire Department to address all comments noted in their review:
    a) Applicant must provide updated drawings with the Fire Truck Drive Path.
    b) Applicant must follow all fire/building codes through construction process.
    c) Final Inspections shall be performed with Fire Marshal.

3. The applicant shall work with the Wyoming Engineering Office to address all comments noted in their review:
    a) Provide the following for stormwater calculations:
        i. Completed LGROW spreadsheet detailing water quality, channel protection, and flood control requirements for the site. The site drains to an existing detention basin. Determine whether the existing basin has capacity for site drainage. The City may be able to provide historic calculations upon request.
        ii. Map of drainage subcatchments.
        iii. Table detailing subcatchment areas, runoff curve numbers, times of concentration, rainfall intensities, and peak runoff, as well as pipe capacities, flows, and velocities.
        iv. Detention/retention storage capacities and outlet calculations, if applicable.
    b) For plastic sewer installation, include a note or detail for compaction of bedding in the pipe haunch.
    c) Provide erosion control blanket or equal for the proposed swale and include a detail.
    d) Provide a signed stormwater maintenance agreement for construction approval. Submit a draft for approval before signing.

e) Shift the proposed catch basin at the SW entrance to not be directly above the sanitary sewer. If possible, regrade to shift the basin to the north side of the entrance.
f) A fee is required if utilizing regional detention facilities.
g) Provide a note specifying that the contractor must obtain a plumbing permit from the City of Wyoming before beginning utility work.
h) Hydrant shown in SE corner does not match City records and may not exist.
i) Dumpster enclosure is over existing City easement – consider a different area or moving the enclosure north.
j) Show the sanitary lateral or clarify where on the plans the lateral is located.
k) After construction is complete, Engineering requires an engineer's stormwater certificate and as-built plans with the following:
    i. Watermain lengths between fittings, valves, taps, and hydrants and offset distances from the watermain pipes to road centerlines (preferably) or other site features.
    ii. Lengths between fittings for fireline(s) and private watermain.
    iii. Location(s) of water service stopbox(es).
    iv. Distance(s) from sanitary lateral(s) to the nearest manhole(s) along the sanitary sewer and length(s) of the lateral(s).
    v. Sanitary and storm sewer slopes, inverts, rim elevations, and pipe lengths.
    vi. Locations of stormwater laterals, if applicable.
    vii. Elevation grade-shots, especially for any overland flood routes, tops of berms, and drainage swales.

Todd Stuive, 5252 Clyde Park Ave SW, with Exxel Engineering introduced himself to commissioners and made himself available for any questions.

A motion was made by LaPlaca, supported by Smart to grant site plan approval for the project at 1486 60th St SW, subject to conditions 1-3.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 5
Request to approve the condominium documents at 2430 28th St SW (Section 16) (Dave Charron, Daniel Gallagher)

Blair said that the property is located at 2430 28th St SW. This parcel is currently a building of approximately 26,000 square feet. The intention is to split this building based on the internal partitions that exist currently and denote all area outside of the existing building as shared common space. The applicant is not proposing any physical changes to the parcel.

Condominium plans require Planning Commission approval to create or amend.

Blair said that the Development Review Team recommends that Planning Commission approve the condominium documents at 2430 28th St SW.

Dan Gallagher, 2430 28th St SW, introduced himself to commissioners and made himself available for any questions.

A motion was made by Zapata, supported by Lamer to approve the condominium documents at 2430 28th St SW.

A vote on the motion passed unanimously.

PUBLIC HEARING

AGENDA ITEM NO. 1
Request for Special Land Use for a childcare facility for the care of seven or more people at 2181 Ancient Dr SW (Section 27) (Summer Okine)

Blair said that the site is zoned R-1 Residential District and outlined the various uses of the surrounding land.

Blair said that the applicant is proposing to utilize the existing residential home at 2181 Ancient Dr SW for an in-home daycare for 7+ children. The applicant desires to operate their daycare on site with no building construction or demolition being proposed as a part of this project. The applicant has noted that there may need to be repairs made to the existing fence. Childcare Facilities for more than seven children require special use approval in the R-1 residential 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.*
This use is unlikely to adversely affect neighboring property at this location as this is a low-intensity use in established residential neighborhood. Immediate neighbors may notice that there is a modest increase in noise during outdoor play times and that a few additional cars park along their street during pick-up and drop-off times, but those impacts are expected to be minimal.

(b) *The consistency with the spirit, purpose and intent of this chapter.*
The proposed use would be consistent with the overall purpose of the zoning ordinance, as stated in Section 90-101.

(c) *The possible adverse effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.*
The proposed use is not expected to significantly impact traffic flows. The increase in children served by the facility will produce a negligible increase in traffic.

(d) *The tendency of the proposed use to create any type of blight within the immediate area.*
It is unlikely that the proposed use will create blight within the immediate area. Group childcare facilities are commonly permitted by right within residential neighborhoods and also commonly operate from homes.

(e) *The economic feasibility for the area.*
The proposed use is economically feasible for the area. Demand for childcare services is high and staff's understanding is that the applicant has already received inquiries to fill their additional capacity.

(f) *Any other factor as may relate to the public health, safety and welfare for persons and property.*
The proposed use is not expected to cause a negative public health effect on the surrounding area.

(g) *That all other provisions of this chapter are met for the proposed use.*
Group childcare facilities must have a fenced outdoor play area of at least 600 square feet. The applicant exceeds the required outdoor play space requirement and has already enclosed the play area with a 6-foot fence. Fences must be at least 4 feet tall and enclose the rear year in accordance with Sec. 90-508. The applicant meets these requirements.

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

(1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*
The site plan contains an appropriate amount of detail to sufficiently understand the proposed development. There are no proposed changes to the layout of the site or any buildings on the site. The applicant seeks a special use approval that does not require any changes to their property.

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

The plan meets the minimum dimensional requirements. All structures are existing and no changes are required to comply with the minimum dimensional requirements.

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

The plan meets minimum requirements. No screening or berming is required by the zoning code for this use. The applicant has already fenced the outdoor play area, as required by the zoning code and state law. The provided fencing exceeds the minimum requirements in the zoning code.

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

Existing natural features will not be affected. The applicant is not making any changes to their tree canopy on their property.

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

The applicant is not making any changes to their property and there are no existing drainage concerns. No additional measures are required.

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

The applicant is not making any changes to their property and there are no existing soil erosion or sedimentation concerns with the property. No additional measures are required.

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

Given the property's primary use as a single-family home and the proposed use as a group childcare facility, the existing driveway is sufficient for ingress and egress. The City's Engineering Office confirmed that adequate ingress and egress are provided.

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

The small size of the parcel and the single-family home allow sufficient emergency vehicle access from the public street. The Wyoming Fire Marshal confirmed that adequate circulation and emergency vehicle access are provided.

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

Given the property's primary use as a single-family home and the proposed use as a group childcare facility, the existing driveway is sufficient for vehicular circulation.

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

Given the property's primary use as a single-family home and the proposed use as a group childcare facility, the existing driveway and paved walkway are sufficient for pedestrian circulation.

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

The proposed use is not expected to significantly impact traffic flows. The increase in children served by the facility will produce a negligible increase in traffic. This was confirmed by the City's Engineering Office.

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

The site is currently served by public utilities and services within the City of Wyoming.

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

The Wyoming Fire Department, Engineering Office, Building Office, Planning Office, and Assessor's Office confirm that all elements of Site Redevelopment are either met or will be met through the conditions laid out in this report.

ALIGNMENT WITH MASTER PLAN:
The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use for the site is noted as Suburban Residential, which calls for single-family residential dwellings – whether detached or attached – and some multi-family development. As the applicant is looking to provide an in-home daycare service as part of their dwelling unit, staff believes that this use would continue to advance the principles of the master plan through the expanded mix of residential uses.

Blair said that the Development Review Team recommends the Planning Commission grant special use approval for a childcare facility for 7+ people at 2181 Ancient Dr SW and, in a separate motion, grant site plan approval, subject to condition 1 below:

1. The applicant shall work with the Wyoming Planning Office to address all comments noted in their review:
    a) Applicant must ensure that the play area fence is properly maintained.

Micele opened the public hearing at 7:31PM. There was no public comment and the hearing was closed.

Summer Okine, 2181 Ancient Dr SW, spoke to commissioners and said they plan on using the basement and backyard for the daycare, citing the need for childcare in the area.

A motion was made by Gilreath-Watts, supported by Randall to grant special use approval for a childcare facility for the care of seven or more people at 2181 Ancient Dr SW.

A vote on the motion passed unanimously.

A motion was made by Randall, supported by LaPlaca to grant site plan approval for the project at 2181 Ancient Dr SW, subject to condition 1.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2
Request for Special Land Use for an Athletic Training Facility at 3525 Lousma Dr SE (Section 18) (Emily Bell/Empowered Athletics, Browning Properties, LLC)

Blair said that the site is zoned I-1 Residential District and outlined the various uses of the surrounding land.

Blair said that the applicant is proposing to utilize the existing industrial space 3525 Lousma Dr SE for an Athletic Training Facility. The applicant is not proposing any new building construction nor demolition as a part of this project; they will be refitting the interior of the building for the Athletic Training Facility use if they receive approval

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 unlikely to adversely affect the neighboring properties. The proposed use is less intense than other permitted uses, with no truck traffic, no outdoor storage or loading, and no machinery operation.

(b) *The consistency with the spirit, purpose and intent of this chapter.*
The proposed use would be consistent with the overall purpose of the zoning ordinance, as stated in Section 90-101.

(c) *The possible adverse effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.*
The proposed use is unlikely to have an adverse effect upon traffic. Provided parking meets the code requirements.

(d) *The tendency of the proposed use to create any type of blight within the immediate area.*
The proposed use is unlikely to create blight in the area. Vacant sites in are common sources of blight, and reactivating a vacant portion of this property is expected to reduce blight in the area.

(e) *The economic feasibility for the area.*
The proposed use is economically feasible for the area. The location is accessible from both Division Avenue S and Roger B. Chaffee Dr SE to the east and west. Residential, commercial, educational, and industrial activities are all located nearby, giving a diverse group of potential clients both within and outside of the City of Wyoming. Additionally, there are three other athletic training facilities along 32nd St to the north and along Roger B. Chaffee to the south.

(f) *Any other factor as may relate to the public health, safety and welfare for persons and property.*

The proposed use is not expected to negatively impact public health, safety, and welfare for persons and property. The redevelopment of the vacant unit on the property is expected to improve the general welfare by adding sport-specific athletic training opportunities to the commercial, industrial, and residential mixture of the area.

(g) That all other provisions of this chapter are met for the proposed use.
There are no additional provisions outlined in Sec. 90-508 for athletic training facilities.

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

(1) Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).
The site plan contains an appropriate amount of detail to sufficiently understand the proposed development. There are no proposed changes to the layout of the site or any buildings on the site. The applicant seeks a special use approval that does not require any changes to their property. This requirement is met.

(2) Buildings. Buildings and structures shall meet the minimum dimensional requirements of this article. Redevelopment of nonconforming structures shall bring the site into closer conformity to the extent deemed practical by the review authority. Expansions to nonconforming buildings shall be as provided for in section 90-903.
The plan meets the minimum dimensional requirements. All structures are existing and no changes are required to comply with the minimum dimensional requirements. This requirement is met.

(3) Privacy. The site design shall provide reasonable visual and sound privacy for dwelling units located adjacent to the site. Walls, berms, barriers and landscaping shall be used, as appropriate, for the protection and enhancement of property and the privacy of adjacent uses.
The plan meets minimum requirements. No screening or berming is required by the zoning code for this use. This requirement is met.

(4) Preservation of natural areas. The landscape shall be preserved in its natural state, insofar as practicable, by strategic building placement, minimizing tree and soil removal, alteration to the natural drainage courses, and the amount of cutting, filling and grading. Insofar as practical, natural features and the site topography shall be incorporated into the proposed site design.
This requirement is met. The site is an existing building with no proposed building additions or demolition.

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

This requirement is met, as confirmed by the City's Engineering office.

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

This requirement is met, as confirmed by the City's Engineering office. The applicant is not proposing any building additions or demolition.

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

The site has a single point of ingress/egress along Lousma Dr SE, which meets code requirements in Sec. 90-603. The City's Engineering Office confirmed that adequate ingress and egress are provided.

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

This requirement is met, as confirmed by the Wyoming Fire Marshal.

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

The site has adequate vehicular circulation. The applicant will be required to ensure the parking lot meets the requirements of the ADA and zoning code section 90-600.

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

The athletic training facility will be located on a predominantly industrial property, and thus little pedestrian circulation is expected. However, the proposed site meets minimum requirements for pedestrian circulation from the required parking area to the front doors.

(11) Traffic impact. The expected volume of traffic to be generated by the proposed use shall not adversely affect existing roads and traffic patterns. Roadway access shall minimize excessive vehicle traffic on local residential streets to reduce the possibility of any adverse effects upon adjacent property. Projects expected to have 50 or more peak hour directional

trips or 500 or more vehicle trips daily shall provide a traffic impact study, as outlined in subsection 90-504(3), above.

This requirement is met, as confirmed by the City's Engineering office.

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

The site is currently served by public utilities. This requirement is met.

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

The Wyoming Fire Department, Engineering Office, Building Office, Planning Office, and Assessor's Office confirm that all elements of Site Redevelopment are either met or will be met through the conditions laid out in this report.

ALIGNMENT WITH MASTER PLAN:
The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use for the site is noted as Business Park, which consists of employment centers, smaller scale industrial areas, and office or medical complexes. The applicants use falls within the smaller scale industrial use category, providing low-intensity athletic opportunity to the surrounding residential neighborhoods and the greater Wyoming area.

Blair said that the Development Review Team recommends the Planning commission grant site plan approval for an Athletic Training Facility at 3525 Lousma Dr SE and, in a separate motion, grant site plan approval, subject to condition 1 below:

1. The applicant shall work with the Wyoming Building Department to address all comments noted in their review:
    a) Applicant must provide an accessible parking space in accordance with ADA requirements prior to occupancy.

Micele opened the public hearing at 7:40PM. There was no public comment and the hearing was closed.

Brad Diamond, 3470 Roger B Chaffee, spoke to commissioners about the business and said they are looking to relocate from their current location in Wyoming. Diamond said they are currently training about 300 athletes.

A motion was made by Hall, supported by Smart to grant special use approval for an Athletic Training Facility at 3525 Lousma Dr SE.

A vote on the motion passed unanimously.

A motion was made by Lamer, supported by Zapata to grant site plan approval for the project at 3525 Lousma Dr SE, subject to condition 1.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3
Request for Special Land Use for an Automobile Gasoline Station at 2375 28th St SW (Section 10) (Casey's Retail Company, CPG Grand Rapids LLC)

Hyble said that the site is zoned B-2 General Business District and outlined the various uses of the surrounding land.

Hyble said that the applicant proposes to construct a gasoline station and convenience retail store at 2375 28th Street SW. Eight gasoline pumps are planned to be accompanied by a 4,319 sq. ft. convenience retail store. Currently, the site contains a vacant retail store, with three drive aisles located along Byron Center Avenue SW and Forest Grove Avenue SW. Twenty-one parking spaces are provided onsite, and landscaping measures are taken along three roads that border the property. The applicant intends to demolish the existing building, construct the gasoline canopy and convenience store, and reduce the number of drive aisles onto the site.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-507(3) establishes general review standards for special approval uses:

(a) *The possible substantial and permanent adverse effect on neighboring property.*
The proposed use is not expected to substantially adversely impact neighboring property. There is an existing gas station across 28th Street to the south, which has had zero code enforcement issues in the past. Being located along two major roadways and within the B-2 District, a gas station is permitted and typical within Wyoming. Being adjacent to residential property, the proposed use will properly screen, shield light, and insulate their activities from nearby homes.

(b) *The consistency with the spirit, purpose and intent of this chapter.*
The proposed use would be consistent with the overall purpose of the zoning ordinance, as stated in Section 90-101.

(c) The possible adverse effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.

The applicant is not introducing additional drive openings along 28th Street and is also reducing drive openings along Forest Grove Avenue SW. The previous retail use at this site had higher parking requirements, a drive-through, and potentially saw higher traffic volumes. Staff expects the traffic generated by the gas station to be maintained onsite and typical within the normal traffic mixture of 28th Street SW and Byron Center Avenue SW.

(d) The tendency of the proposed use to create any type of blight within the immediate area.

When considering blight, common sources of blight typically originate from vacant and poorly maintained property. The existing building has been vacant for almost 3 years. Through redevelopment, this location would see new construction and a consistently operating business operating, both of which will reduce blight.

(e) The economic feasibility for the area.

The proposed use is economically feasible for the area, as demonstrated by the growing commercial and residential areas along 28th Street in both directions. The location is within reach of two major interstates to the east and the west. There is also an existing gas station to the south. A location such as this is suitable to serve both visitors of Wyoming as well as the residents in nearby neighborhoods.

(f) Any other factor as may relate to the public health, safety and welfare for persons and property.

The redevelopment of this site will ensure the building is up to date on all applicable building and fire codes, and all drive aisles and pedestrian paths will allow people to safely visit the site. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) also approves the underground fuel storage tanks to ensure compliance with state regulations.

(g) That all other provisions of this chapter are met for the proposed use.

Gasoline stations have additional requirements relating to minimum lot widths, location along a major thoroughfare, drive opening locations, pump locations, privacy requirements, and exterior lighting requirements. All of these requirements are met.

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

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

The site plan and additional materials provided demonstrate enough information to

completely understand the proposed use and buildings.

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

The proposed building meets all dimensional requirements of the B-2 General Business District, including setbacks and maximum building height. Parking and drive aisles are permitted up to 25 feet to the front property line with site plan approval, which is typically done along 28th Street SW and has precedent from the previous user.

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

The property has an existing concrete retaining wall that meets the privacy requirements of Section 90-320 and 90-410B and will be maintained by the applicant.

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

The applicant proposes landscaping elements that meet the requirements of Section 90-328 through trees and greenbelt landscaping. In addition to maintaining existing landscaping, the applicant is incorporating 1,375 sq. ft. of landscaping through shrubs and similar greenery. Included as a condition is the addition of landscaping for the singular parking lot island.

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

Drainage and stormwater management facilities will meet all Engineering requirements.

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

The applicant will work with the City's Engineering Office to meet all soil erosion requirements.

(7) Ingress and egress. Every structure and dwelling unit shall be provided with adequate means of ingress and egress via public streets and walkways. Access to the site shall be

located and designed to ensure minimal impact on the safety and efficiency of traffic flow along all adjoining roadways. All access points shall comply with the access management requirements of section 90-603.

Ingress and egress is provided via Forest Grove Avenue SW and Byron Center Avenue SW through drive opening and pedestrian pathways. A second drive opening that currently exists along Forest Grove will be closed.

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

The City's Fire Marshal has confirmed that the building can be accessed by emergency personnel.

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

The vehicular circulation layout provides drive aisles and parking spaces that meet code requirements to safely navigate to the convenience store or fueling stations.

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

Pedestrian circulation allows for connection with the public sidewalk to reach the building from either Byron Center Avenue SW or Forest Grove Avenue SW. There are additional features incorporated for pedestrian safety, including bollards adjacent to parking spaces and painted crosswalks along drive openings.

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

Traffic generated from this proposed use is typical among similar commercial types and does not pose an adverse effect on the adjacent roadways. If expected trip generation exceeds the requirements of Section 90-504, the applicant will work with the Engineering Office to submit a traffic study.

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

management, sanitary sewage removal and treatment, traffic control and administrative services.

The site is currently serviced by the City through utilities and all public services.

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

All site redevelopment standards, across City Engineering, Public Safety, Building, Planning, and Assessing requirements will be met through the site approval and permitting of this parcel.

ALIGNMENT WITH MASTER PLAN:

City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use for the site is noted as Corridor Commercial, which includes large-scale commercial retail and services, including gas stations, along major roadways within regional commercial areas. The master plan also highlights the need for these areas to be accessible by vehicles and pedestrians, prioritizing redevelopment in underutilized areas. This project reinvests into a vacant parcel along the 28th Street Corridor, giving access to both vehicles and pedestrians through the site design. Based on the master plan's guidance, this use and site plan aligns with the goals of Wyoming [re] Imagined.

Hyble said that the Development Review Team recommends the Planning Commission grant special use approval for an automobile gasoline station at 2375 28th Street SW and, in a separate motion, grant site plan approval, subject to conditions 1-3 below:

1. The applicant shall work with the Wyoming Fire Department to address all comments noted in their review:
    a) Must follow all fire/building codes throughout the construction process.
    b) Final inspection shall be performed with the Fire Marshal.

2. The applicant shall work with the Wyoming Engineering Office to address all comments noted in their review:
    a) Provide the following for stormwater calculations:
        i. Water quality requirements apply to this project. Provide a water quality unit or other BMP capable of treating the water quality volume. Channel protection and flood control requirements do not apply if impervious area of the property is decreased with the project.
        ii. Since a gas station is proposed, spill containment is required to trap 400 gallons of a floating or sinking pollutant. Provide capacity calculations.

   iii. Table detailing subcatchment areas, runoff curve numbers, times of concentration, rainfall intensities, and peak runoff, as well as pipe capacities, flows, and velocities.
   iv. Offsite drainage calculations demonstrating that areas draining offsite without passing through sewer or BMPs produce less runoff than the existing condition, if applicable.

b) Address the following regarding site grading:
   i. There is a low elevation of 626.15 feet near the south entrance to the building. Based on nearby spot elevations, it does not appear this area would drain. Please revise.
   ii. The north edge of the property drains towards the retaining wall. Changing that drainage may help with the longevity of the wall, but is not required.
c) Provide annotations for rim and invert elevations for sewer.
d) Provide separation offsets where utilities intersect.
e) Include the following construction notes:
   i. The contractor must obtain a plumbing permit from the City of Wyoming before beginning utility work.
   ii. For plastic sewer installation, include a note or detail for compaction of bedding in the pipe haunch.
f) Provide a signed stormwater maintenance agreement for construction approval. Submit a draft for approval before signing.
g) Watermain on the north side of 28th St is close to the property boundary. Determine the distance between the watermain and the property boundary where the space is narrowest. The City of Wyoming likes to have 10 feet of access on each side of the main for maintenance. Provide proof of an existing easement or a new easement for watermain if necessary for 10 feet of access. Also show watermain in Byron Center Ave.
h) Provide a traffic impact analysis if the development would increase peak hour trips by 50 vehicles or more.
i) ADA ramps at driveways do not require detectable warning plates.
j) After construction is complete, Engineering requires an engineer's stormwater certificate and as-built plans with the following:
   i. Watermain lengths between fittings, valves, taps, and hydrants and offset distances from the watermain pipes to road centerlines (preferably) or other site features.
   ii. Lengths between fittings for fireline(s) and private watermain.
   iii. Location(s) of water service stopbox(es).
   iv. Distance(s) from sanitary lateral(s) to the nearest manhole(s) along the sanitary sewer and length(s) of the lateral(s).
   v. Sanitary and storm sewer slopes, inverts, rim elevations, and pipe lengths.
   vi. Locations of stormwater laterals, if applicable.

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

3. The applicant shall work with the Wyoming Planning Office to address all comments noted in their review:
    a) Applicant must meet all signage requirements under Article 7 of the Zoning Code.
    b) All exterior lighting, including illuminated signs, shall be erected and hooded or shielded so as to be deflected away from neighboring properties.
    c) The concrete wall will be maintained to effectively screen the property from adjacent residential uses per Section 90-320 and 90-410B.
    d) The provided interior parking lot island to the west of the loading area must be landscaped according to Section 90-328.
    e) The proposed can shed must be screened within the dumpster enclosure according to Section 90-321.

Micele opened the public hearing at 7:54PM.

Bruce Block, 2710 Forest Grove Ave SW, spoke to commissioners and opposed the project due to traffic, noise, light, and health concerns. Block said egress and ingress should be off 28th St SW instead of Forest Grove.

Rhonda Block, 2710 Forest Grove Ave SW, also opposed the project due to loitering, crime, trash, and traffic concerns.

Bryanne Fillman and Colton Churches of 2660 Forest Grove Ave SW spoke to commissioners and also opposed the project due to traffic concerns along Forest Grove Ave SW.

Kegan Hanson, 2716 Byron Center Ave SW, opposed the project due to the existing gas station across the street, and Hansons added that another gas station at this site would only double the issues such as fumes, loitering, traffic, and noise.

Jonathan Christopher, 2703 Forest Grove Ave SW, opposed the project and cited his concerns as loss of property value, late night activity, noise, and crime.

Doug Bibler, 2707 Forest Grove Ave SW, also opposed the project due to increased traffic, and Bibler said ingress and egress should be off 28th St SW and Byron Center Ave SW instead of Forest Grove Ave SW.

The public hearing was closed at 8:08PM.

Tyler Smith, 3000 Town Center Dr, with Kimley-Horn introduced himself to commissioners and made himself available for questions.

A motion was made by Gilreath-Watts, supported by Micele to grant special use approval for an Automobile Gasoline Station at 2375 28th St SW.

Weller talked about lighting behind the building for security purposes and neighborhood privacy, and he commented the proposed building and dumpster would work as a buffer for the neighborhood, differing it from use across the street. Weller said a long-term solution for the site would be to separate or shut down Forest Grove Avenue between the gas station and the neighborhood, similar to other areas of the city. Weller asked staff is there was sufficient space for entrance and exit to the site from 28th Street and Forest Grove Avenue.

Hyble said that the code requires drive aisles to be 250 ft from an intersection, and the parcel is 260 ft from the intersection. He said an entrance closer to the intersection would be too close.

Hofert also said MDOT prefers to not have curb cuts on 28th Street and it is extremely difficult to receive a permit for a new curb cut on 28th Street.

Weller said shutting down a section of that street would allow the gas station to use it as their driveway while separating it from the neighborhood.

Micele asked if MDOT oversees curb cuts on 28th Street.

Hyble and Hofert both confirmed.

Micelle asked if City of Wyoming is responsible for speed bumps on Forest Grove Avenue to slow traffic.

Hofert said the city does not typically have speed bumps due to the wear and tear they create on the city's snowplows. The city uses various other technologies to discourage speeding.

LaPlaca asked for the screening requirements on Forest Grove Avenue.

Hyble said that the code requires screening when there is residentially zoned land adjacent to the property. Hyble added that there is no screening requirement for residentially zoned areas across the right-of-way.

Micele asked the developer how many employees would be staffing Casey's.

Richard McMahon, representing Casey's, responded that Casey's staffs 4-5 employees per shift.

Micele asked if the fuel tankers would be recommended to use the entrance from Byron Center Avenue or Forest Grove Avenue

Hyble said the applicant had provided a turning template in their packet. He stated the turning template shows trucks entering from Byron Center Avenue.

LaPlaca said the turning template shows the trucks exiting off Forest Grove Avenue.

Hofert then demonstrated how the tankers would come into the property off of Byron Center Avenue to reach the tanks, exiting onto Forest Grove Avenue to reach 28th Street.

Micele asked how often the tanks get refilled.

McMahon responded that a tanker would likely come to this site once every two days.

Micele asked if there were specific or scheduled times that they come to the site.

McMahon said the tankers work off of monitors that communicate when the tanks are running low, and they pick a time of day when traffic is not busy.

LaPlaca commented that Casey's are nice gas stations and having one at this location is better than the site remaining vacant. He said the project is compliant to the Master Plan and the current zoning. LaPlaca acknowledged the concern with traffic on Forest Grove Avenue and stated that it should continue to be monitored.

Hall reminded commissioners that the current discussion concerns the use instead of the site plan, and that site plan concerns should be separate from concerns for the use. He added that the neighbor's concerns are legitimate, the use is permitted, and the landscaping proposed is impressive.

Gilreath-Watts asked if there was a checklist for employees to address any trash onsite and how often they clean the grounds.

McMahon said the employees walk the property hourly. McMahon expressed that the managers become a part of the community, and if an issue were to arise, the community can go to the manager to resolve the issue.

A vote on the motion passed unanimously.

A motion was made by Gilreath-Watts, supported by Lamer to grant site plan approval for the project at 2375 28th St SW, subject to conditions 1-3.

Randall agreed with other commissioners had stated and appreciated how the site plan was designed differently than other plans of the same use. Randall also said that traffic should be monitored on Forest Grove Avenue to see what may evolve for that street.

Lamer commented that he would like to see more shrubbery, like a hedge roll, between the parking lot and dumpster and the right-of-way, so that it can prevent trash from getting onto neighboring properties.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 4
Request for Special Land Use for a Truck Lot at 4825 Clyde Park Ave SW (Section 26) (The Bussell Group LLC, Valley Property Holdings LLC)

Blair said that site is zoned I-1 Residential District and outlined the various uses of the surrounding land.

Blair said that the applicant is proposing to utilize the existing industrial space at 4825 Clyde Park Ave SW as a truck and trailer wash. The applicant has noted that they will be looking to demolish the accessory building in the southwestern part of the site, and use the primary structure as their business. The applicant will also be paving a portion of the rear of the site to provide space for the storage of trucks/trailers as they are processed. The applicant is not proposing any new building construction as a part of this project.

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 unlikely to adversely affect the neighboring properties. This is an existing industrial corridor surrounding by other similar-intensity uses.

(b) *The consistency with the spirit, purpose and intent of this chapter.*
The proposed use would be consistent with the overall purpose of the zoning ordinance, as stated in Section 90-101.

(c) *The possible adverse effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.*
The proposed use is unlikely to have an adverse effect upon traffic. Provided parking meets the code requirements, and the proposed use is similar to existing uses to the north and south.

(d) *The tendency of the proposed use to create any type of blight within the immediate area.*
The proposed use is unlikely to create blight in the area. Vacant sites in are common sources of blight, and reactivating this vacant property is expected to reduce blight in the area.

(e) *The economic feasibility for the area.*
The proposed use is economically feasible for the area. The location is accessible from Clyde Park which serves a number of industrial and commercial properties both to the north and south. The site's adjacency to the US Highway 131 also provides direct access for truck and trailer traffic to reach the site, giving a diverse group of potential clients both within and outside of the City of Wyoming.

(f) *Any other factor as may relate to the public health, safety and welfare for persons and property.*
The proposed use is not expected to negatively impact public health, safety, and welfare for persons and property. The redevelopment of the vacant building on the property, as well as the demolition of an unused accessory building is expected to improve the general welfare of the area by cleaning up an existing site.

(g) *That all other provisions of this chapter are met for the proposed use.*
There are no additional provisions outlined in Sec. 90-508 for Truck Lots.

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

(1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*
The site plan contains an appropriate amount of detail to sufficiently understand the proposed development. There are no proposed buildings to be constructed as part of this project. This requirement is met.

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

The plan meets the minimum dimensional requirements. All structures are existing and no changes are required to comply with the minimum dimensional requirements. This requirement is met.

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

The plan meets minimum requirements. There is an existing fence that is adjacent to the golf course to the west, and the applicant will need to repair/maintain that fence to remain in compliance. This requirement will be met.

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

This requirement is met. The site is an existing building with no proposed building construction.

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

This requirement is met, as confirmed by the City's Engineering office.

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

This requirement is met, as confirmed by the City's Engineering office. The applicant is not proposing any building additions or demolition.

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

The site has a single point of ingress/egress along Clyde Park Ave SW, which meets code requirements in Sec. 90-603. The City's Engineering Office confirmed that adequate ingress and egress are provided.

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

This requirement is met, as confirmed by the Wyoming Fire Marshal.

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

The site has adequate vehicular circulation. The applicant has proposed parking lot improvements in the rear of the site and will work with the City's Planning Office to ensure it meets the standard for truck storage and parking. This requirement will be met.

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

The Truck Lot will be located on a predominantly industrial property, and thus little pedestrian circulation is expected. However, the proposed site must meet minimum requirements for pedestrian circulation from the required parking area to the front doors This requirement will be met.

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

This requirement is met, as confirmed by the City's Engineering office.

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

The site is currently served by public utilities. This requirement is met.

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

The Wyoming Fire Department, Engineering Office, Building Department, Planning Office, and Assessor's Office confirm that all elements of Site Redevelopment are either met or will be met through the conditions laid out in this report.

ALIGNMENT WITH MASTER PLAN:
The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use for the site is noted as Business Park, which consists of employment centers, smaller scale industrial areas, and office or medical complexes. The applicant's use falls within the smaller scale industrial use category, providing a service to the surrounding business and industrial parks within the greater Wyoming area.

Blair said that the Development Review Team recommends the Planning Commission grant special use approval for a Truck Lot at 4825 Clyde Park and, in a separate motion, grant site plan approval, subject to conditions 1-3 below:

1. The applicant shall work with the Wyoming Building Department to address all comments noted in their review:
    a) Applicant must provide an accessible parking space in accordance with ADA requirements prior to occupancy.

2. The applicant shall work with the Wyoming Engineering Department to address all comments noted in their review:
    a) Provide the following for stormwater calculations:
        i. Completed LGROW spreadsheet detailing water quality, channel protection, and flood control requirements for the site.
        ii. Map of drainage subcatchments.
        iii. Table detailing subcatchment areas, runoff curve numbers, times of concentration, rainfall intensities, and peak runoff, as well as pipe capacities, flows, and velocities.
        iv. Detention/retention storage capacities and outlet calculations.
        v. Offsite drainage calculations demonstrating that areas draining offsite without passing through sewer or BMPs produce less runoff than the existing condition, if applicable.
    b) Provide an SESC plan.
    c) Provide a signed stormwater maintenance agreement for construction approval. Submit a draft for approval before signing.
    d) Provide a note specifying that the contractor must obtain a plumbing permit from the City of Wyoming before beginning utility work.
    e) Include any utility connections and a narrative.
    f) After construction is complete, Engineering requires an engineer's stormwater certificate and as-built plans with the following:
        i. Storm sewer slopes, inverts, rim elevations, and pipe lengths.
        ii. Elevation grade-shots, especially for any overland flood routes, tops of berms, and drainage swales.

iii. These items are required for the Certificate of Occupancy. Please begin working on these items shortly after completing site work. It is recommended that the contractor collect as-built data for utilities before backfilling.

3. The applicant shall work with the Wyoming Planning Office to address all comments noted in their review:
    a) Applicant must maintain the existing fence along the western property line.

Micele opened the public hearing at 8:32PM. There was no public comment and the hearing was closed.

Nick Bussell, 3921 Hillock St SW, spoke to commissioners and said he and his family currently own and operate a tanker truck and trailer wash facility in Ionia County. Bussell said they would like to relocate to this site in Wyoming, looking forward to being a great fit for the area and investing into the property. Bussell made himself available for any questions.

A motion was made by LaPlaca, supported by Zapata to grant special use approval for a Truck Lot at 4825 Clyde Park Ave SW.

A vote on the motion passed unanimously.

A motion was made by Randall, supported by Smart to grant site plan approval for the project at 4825 Clyde Park Ave SW, subject to conditions 1-3.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 5
Request for Special Land Use for a childcare facility for the care of seven or more people at 5640 Wilson Ave SW (Section 32) (Matt Vanwoerkom)

Blair said that the site is zoned PUD-1 Low Density Planned Unit District and outlined the various uses of the surrounding land.

Blair said that the applicant previously came before the Planning Commission in November of 2025, proposing a medical complex and a shopping center with a drive-thru special use. While the applicant has proceeded with the medical complex on the northern portion of the site, they are looking to redesign the southern portion, looking to build a new ~11,400 sq ft daycare rather than the drive-thru use. The new proposal alters the traffic flow and parking from the previous

plan, providing additional space for pick-up and drop-off as well as 4,850 sq ft of outdoor play space.

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 unlikely to adversely affect the neighboring properties, and would likely have a positive effect since it would provide a necessary service in the area.

(b) *The consistency with the spirit, purpose and intent of this chapter.*
The proposed use would be consistent with the overall purpose of the zoning ordinance, as stated in Section 90-101.

(c) *The possible adverse effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.*
The proposed use is unlikely to have an adverse effect upon traffic. Provided parking meets the code requirements.

(d) *The tendency of the proposed use to create any type of blight within the immediate area.*
The proposed use is unlikely to create blight in the area. Active parcels are likely to reduce blight by performing property maintenance on a newly constructed project.

(e) *The economic feasibility for the area.*
The proposed use is economically feasible for the area. There are a number of daycares in the area, both along Wilson Ave SW and 56th St SW. The location is also accessible from M-6 to the south, and I-196 to the west. Additionally, there are residential, commercial, educational, and office activities located nearby, giving a diverse group of potential clients both within and outside of the City of Wyoming.

(f) *Any other factor as may relate to the public health, safety and welfare for persons and property.*
The proposed use is not expected to negatively impact public health, safety, and welfare for persons and property. The development of the southern part of the site is expected to improve the general welfare by adding necessary child-care service to the commercial, office, and residential mixture of the area.

(g) *That all other provisions of this chapter are met for the proposed use.*
Section 90-508 requires that at least 600 sq ft of outdoor play space is provided, bounded by a 4-ft fence. The applicant's proposal exceeds the play space requirement by a over 5,000 sq ft, and meets the fencing requirement as well.

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

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

The site plan contains an appropriate amount of detail to sufficiently understand the proposed development. This standard is met.

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

The plan meets the minimum dimensional requirements. This requirement is met.

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

The plan meets minimum requirements. The existing elevation change is sufficient to screen the proposed drive aisle and parking areas along the eastern property line. This requirement is met.

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

This site was previously scraped to provide access to easy development of the site. While there is little natural area to preserve, the applicant must provide additional landscaping both along Wilson Ave SW and within the parking areas. This requirement will be met.

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

This requirement will be met, as confirmed by the City's Engineering office.

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

This requirement will be met, as confirmed by the City's Engineering office.

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

The site has two points of ingress/egress, the first along Wilson Ave SW and the second from 56th St SW through a shared easement. Both meet the code requirements outlined in Sec. 90-603. The City's Engineering Office confirmed that adequate ingress and egress are provided. This standard is met.

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

This requirement is met, as confirmed by the Wyoming Fire Marshal.

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

The site has adequate vehicular circulation. The applicant will be required to ensure the parking lot meets the requirements of the ADA and zoning code section 90-600.

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

The proposed site plan shows adequate connectivity to pedestrian networks as well as protected paths around the parking area. The proposed site meets minimum requirements for pedestrian circulation from the required parking area to the front doors as well, and complies with ADA requirements. This standard is met.

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

This requirement is met, as confirmed by the City's Engineering office.

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

management, sanitary sewage removal and treatment, traffic control and administrative services.

The site can be served by public utilities, as confirmed by the City's Engineering office. This requirement will be met.

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

The Wyoming Fire Department, Engineering Office, Building Office, Planning Office, and Assessor's Office confirm that all elements of Site Redevelopment are either met or will be met through the conditions laid out in this report.

ALIGNMENT WITH MASTER PLAN:
The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use for the site is noted as Neighborhood Commercial Center, which consists commercial businesses that serve the surrounding neighborhoods. The applicant's proposal of a daycare fits with the vision of the Master Plan by providing a necessary service to the nearby residential neighborhoods.

Blair said that the Development Review Team recommends the Planning Commission grant special use approval for a childcare facility for the care of seven or more people at 5640 Wilson Ave SW and, in a separate motion, grant site plan approval, subject to conditions 1-3 below:

1. The applicant shall work with the Wyoming Building Department to address all comments noted in their review:
    a) Applicant must provide an accessible parking space in accordance with ADA requirements prior to occupancy.

2. The applicant shall work with the Wyoming Fire Department to address all comments noted in their review:
    a) Hydrant shall be added at SW corner of Suite 101. Confer with Engineering for location details.
    b) Knox Systems shall be used
    c) Must Follow all building/fire codes during const. process
    d) Final Inspection shall be performed w/ Fire Marshal
    e) May need "No Parking, Fire Lane" signage as needed/required.

3. The applicant shall work with the Wyoming Engineering Department to address all comments noted in their review:
    a) Provide stormwater calculations similar to previous approved calculations.

b) For plastic sewer installation, include a note or detail for compaction of bedding in the pipe haunch.
c) Provide a signed stormwater maintenance agreement for construction approval. Submit a draft for approval before signing.
d) Confirm whether the stormwater fee for draining to regional detention was paid with the last approval.
e) Water service shall come from newly extended main serving north building.
f) Verify a new sanitary connection is needed and was not placed with north building construction.
g) Suggest adding a pedestrian connection on the east side to the walking path.
h) Plans must be stamped by a professional engineer.
i) Provide a note specifying that the contractor must obtain a plumbing permit from the City of Wyoming before beginning utility work.
j) After construction is complete, Engineering requires an engineer's stormwater certificate and as-built plans with the following:
    i. Watermain lengths between fittings, valves, taps, and hydrants and offset distances from the watermain pipes to road centerlines (preferably) or other site features.
    ii. Location(s) of water service stopbox(es).
    iii. Distance(s) from sanitary lateral(s) to the nearest manhole(s) along the sanitary sewer and length(s) of the lateral(s).
    iv. Sanitary and storm sewer slopes, inverts, rim elevations, and pipe lengths.
    v. Elevation grade-shots, especially for any overland flood routes, tops of berms, and drainage swales.

Micele opened the public hearing at 8:42PM. There was no public comment and the hearing was closed.

Matt Vanwoerkom, 5640 Wilson Ave SW, spoke to commissioners and talked about the daycare user, Celebree School, that will occupy the site.

A motion was made by LaPlaca, supported by Randall to grant special use approval for a childcare facility for the care of seven or more people at 5640 Wilson Ave SW.

A vote on the motion passed unanimously.

A motion was made by Weller, supported by Lamer to grant site plan approval for the project at 5640 Wilson Ave SW, subject to conditions 1-3.

Randall asked about the capacity of children being served at the site.

Vanwoerkom said the maximum capacity would be 173.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 6
Request to amend Zoning Code Sections 90-202 "Definitions B", 90-204 "Definitions D", 90-208 "Definitions H", 90-219 "Definitions S", 90-2119 "Definitions S" (Wyoming Planning Staff)

Hyble said that 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 requested by City Council based on the conversations concerning short-term rentals within the City of Wyoming, most recently at the May 11th work session.

These recommended amendments are to include short-term rental language in the zoning code that will align with a revised regulatory ordinance that will be brought to City Council at the beginning of July.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:
City staff is recommending updating the following sections for the following reasons:

Short-Term Rental Definitions (Sections 90-204, 90-219, and 90-2119)

These sections introduce and reference the definition of the short-term rental unit, which is currently defined in the regulatory ordinance in the Code of Ordinances Section 10-3. Since the regulatory ordinance was adopted, there have been conflicts between the language in the zoning ordinance, an adopted administrative policy, and the regulatory ordinance. These definitions are being added to the zoning ordinance to bring clarity to short-term rentals and align with the revised regulatory ordinance.

Distinguishing and Clarifying Other Definitions (90-202 and 90-208)

Relating to other definitions within the zoning code, these amendments clarify the differences between short-term rentals and other uses that share similar elements yet remain different.

Hyble said that the Development Review Team recommends the Planning Commission adopt the proposed text amendments to Sections 90-202 "Definitions B", 90-204 "Definitions D", 90-208 "Definitions H", 90-219 "Definitions S", and 90-2119 "Definitions S" and recommend the same to City Council.

Micele opened the public hearing at 8:49PM. There was no public comment and the hearing was closed.

A motion was made by Randall, supported by Gilreath-Watts to adopt the proposed text amendments to Sections 90-202 “Definitions B”, 90-204 “Definitions D”, 90-208 “Definitions H”, 90-219 “Definitions S” and 90-2119 “Definitions S” and recommend the same to City Council.

Hall asked what inspired the amendment.

Hofert said City Council has had conversations with staff over the past couple of years, and the ordinances concerning short-term rentals conflict between an administrative policy and the regulatory language. After multiple conversations, Council recommended that staff draft a regulatory amendment that permits short-term rentals with a simplified registration program.

A vote on the motion passed unanimously.

OLD BUSINESS

NEW BUSINESS

INFORMATIONAL

Learning & Growth

PUBLIC COMMENT
Micele opened the public hearing at 8:51PM. There was no public comment and the hearing was closed.

Micele announced that this was commissioner Smart’s last meeting and thanked him for his years of service.

Smart thanked commissioners and said he looks forward to seeing the city continue to grow.

ADJOURNMENT

The meeting was adjourned at 8:23 PM.

_____
Audrey Zapata, Secretary
Wyoming Planning Commission

_____
Rose Zuniga, Recording Secretary
Wyoming Planning Commission

07.06.2026
CED/CH

ORDINANCE NO. 14-26

ORDINANCE TO AMEND CHAPTER 10, ARTICLE I, OF THE CODE OF ORDINANCES, ADDRESSING SHORT-TERM RENTAL REGULATION

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 10, Article I, Section 10-3 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 10-3. Short-term rentals.

Short-term rentals of privately owned dwellings are subject to the following:

(1) *Definitions.* For purposes of this section the following definitions shall apply:

(a) *Maximum occupancy* means the maximum number of allowable occupants for the dwelling, as established in this Code.

(b) *Owner* means a person holding legal or equitable title to the premises.

(c) *Rent* or *rental* means to permit, provide for, or offer possession or occupancy of a dwelling in which the owner does not reside for a period of time to a person who is not the legal owner of record, pursuant to a written or unwritten agreement.

(d) *Short-term rental* means the rental or subletting of any dwelling, for a term of 27 days or less, but the definition does not include the use of boardinghouses, campgrounds, hotel rooms, motel rooms, transitional housing operated by a non-profit entity, group homes such as nursing homes and adult foster care homes, hospitals, or housing provided by a substance-abuse rehabilitation clinic, mental-health facility, or other health-care related clinic.

(2) *Rental Registration.* No person shall rent any residential unit or residential property as a short-term rental without first registering that unit or property with the City and being issued a license. A residential unit or property may be registered and rented as a short-term rental only if it is registered as provided in this section and only if it and its owner(s) and manager(s) comply with this section.

(a) To obtain the required license, an application signed by the owner on a form provided by the City that meets the following requirements must be filed with the code official. The application must:

(i) List the names, addresses, telephone numbers, cell numbers, e-mail addresses, and other contact information for 24-hour local contacts or ownership in charge of daily management in case of an emergency or other urgent matter.

(ii) Include the addresses, tax parcel numbers, and description of the unit or units to be rented as a short-term rental.

(iii) An attestation by the applicant that the information is true, accurate, and complete.

(b) If the code official determines after reasonable review that an application for a short-term rental registration is complete and there are no grounds for denial or nonrenewal, the code official shall issue the short-term rental license for that property in a form prepared by the code official.

(c) The license term shall expire on December 31 following its issuance unless the license is issued after November 1 of any year, in which case it shall expire on December 31 of the following calendar year.

(d) Provided the code official determines there are no grounds for nonrenewal, a short-term rental license may be renewed for successive one-year terms upon the filing of updated information on the application.

(3) *Grounds for denial, suspension, revocation, or non-renewal of a short-term rental* license.

(a) Any person may file a complaint about a short-term rental license with the code official. If after providing a registrant an opportunity to respond, the code official, after considering all responses, determines the short-term rental violated any applicable city ordinances or is a public health hazard as determined by the building official, the code official shall consult the city attorney to issue citations, or take actions to suspend, revoke or deny renewal of any license.

(b) Criteria for denial, suspension, revocation, or non-renewal of a short-term rental license includes the following:

(i) Failure to register the property that is the subject of the license as a short-term rental while utilizing it as one.

(ii) Renting the property that is the subject of the license for a term exceeding the definition of short-term rental.

(iii) There are unpaid property taxes, utility bills, fees, or other amounts due to the city related to the property that is the subject of the license.

(iv) Responses from public safety personnel on three separate occasions within one year to the property that is the subject of the license.

(v) Five verified nuisance complaints in any 30 day period.

(vi) Code violations that make the property that is the subject of the license dangerous or inhabitable as determined by the building official.

(vii) The property that is the subject of the license does not comply with the WPMC, fire codes, and other applicable laws, rules, regulations, and ordinances.

(c) The code official will follow the following process if one or more of the criteria for denial, suspension, revocation, or non-renewal of a short-term rental license are met:

(i) First offense: If the code official determines a short-term rental property meets one of the above criteria in a one year period, the application or license may be suspended, denied, or non-renewed for 30 days to allow the applicant to correct outstanding issues.

(ii) Second offense: If the applicant or licensee does not take action to correct any outstanding issues from the first offense or if the same or another criterion is met within 6 months, their license may be suspended, denied, or non-renewed for up to 6 months.

(iii) Third offense: If the applicant or licensee does not take action to correct any outstanding issues from the second offense or if the same or another criterion is met within 6 months, their license may be revoked, denied, or non-renewed. If a short-term rental license is revoked, denied, or non-renewed by the code official based on a third offense, the applicant may not apply for a short-term rental license within 3 years of the revocation.

(d) If the code official determines there are grounds for denial, suspension, revocation or nonrenewal of a short-term rental license as provided in this chapter, the code official shall notify the applicant/licensee in writing addressed to the applicant's e-mail address and street address as provided in the most recent application or application update filed with the code official by the applicant. Notice shall be given by e-mail and shall also be either personally served, delivered by postage prepaid certified mail with return receipt requested, or delivered by courier service such as FedEx, UPS or similar carrier. The notice shall:

(i) State the reason for denial, suspension, revocation or nonrenewal;

(ii) State the date on which any suspension or revocation is to commence;

(iii) State the length and other terms of any suspension (such as, for example, the need to repair or restore damaged property or other condition of ending the suspension); and

(iv) Inform the applicant/registrant of the appeal procedure under section 1-29 of this Code.

(4) *Violations.*

(a) A violation of this section is a municipal civil infraction punishable by a fine of $250.00 for a first offense, $500.00 for a second offense, and $2,500.00 for any subsequent offense, plus costs which are not limited to the costs taxable in an ordinary civil action and may include all expenses, direct and indirect, to which the City of Wyoming has in connection with the municipal civil infraction, up to the entry of judgment, as allows under Chapter 87, Municipal Civil Infractions, Public Act 236 of 1961. In addition, the court may order compliance with this section and may order restitution be paid to any persons suffering harm or loss as a result of violation of this section. Each day that an offense occurs or continues is a separate offense. Violations of this section are also nuisances per se that may be abated and actions for abatement undertaken as provided in the Code of Ordinances, City of Wyoming, Michigan, or provided by applicable law, including without limitation, civil actions for equitable relief. In addition to ordering the defendant to pay a civil fine, costs, a justice system assessment, and damages and expenses, the judge or district court magistrate may issue a writ or order under section 8302, of the Revised Judicature Act, Public Act 236 of 1961, MCL 600.8302.

(b) Nothing in this section shall prevent an action to seek equitable, injunctive, or legal remedies including but not limited to an action to abate a nuisance under Public Act 236 of 1961 or the Michigan Zoning Enabling Act, Public Act 110 of 2006, Certain violations as nuisance per se.

(c) Any city official authorized to issue municipal civil infraction citations in the City of Wyoming Code of Ordinances may issue a citation under this section.

(4) *Exceptions.* The following shall not constitute a short-term rental:

(a) Family occupancy. Any member of a family, as well as that family member's guests, may occupy a dwelling as long as that family member's family owns the dwelling.

(b) House sitting. During the temporary absence of the owner and the owner's family, the owner may permit non-owner occupancy without remuneration.

(c) Dwelling sales. Occupancy of up to 90 days by a prior owner after the sale of a dwelling under a rental agreement following closing.

(d) Estate representative. Occupancy by a personal representative, trustee, or guardian (including family members) of the estate is permitted.

(e) Occupancy requirements and limits as provided in this Code shall be applicable under any of these exceptions.

Section 2. That this ordinance shall take effect on _____, 2026.

Section 3. 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

CITY OF WYOMING | COMMUNITY AND ECONOMIC DEVELOPMENT

1155 28th Street SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

Staff Report

Date: June 30, 2026

Subject: Short-Term Rentals Regulatory Ordinance Amendment

From: Colton Hyble, Assistant Director of Community and Economic Development

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

Meeting Date: July 6, 2026

RECOMMENDATION

To amend the short-term rental regulatory ordinance based on Council's guidance.

ALIGNMENT WITH STRATEGIC PLAN

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

DISCUSSION

Staff provided information regarding the City's short-term rental (STR) regulatory ordinance at the January 13, 2025 and May 12, 2025 work sessions. During those presentations, staff discussed the challenges associated with the current ordinances that regulate STRs, which include the zoning ordinance, an adopted administrative policy, and the regulatory ordinance.

At the May 11, 2026 work session, Council gave staff directions to draft the ordinance amendments to permit short-term rentals in residential areas through a streamlined registration process. To do this, both the regulatory ordinance and zoning ordinance must be amended. The proposed amendments to the regulatory ordinance incorporate a registration process to receive 24-hour local contact information for short-term rentals without requiring any inspections or fees.

Attached are the proposed amendments to the regulatory ordinance in the Code of Ordinances Section 10-3.

BUDGET IMPACT

There are no expected budgetary impacts. The ordinance amendment is intended to register short-term rental properties and create regulation to address any potential nuisances.