

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, APRIL 7, 2025, 7:00 P.M.

- 1) **Call to Order**
- 2) **Invocation** – Pastor 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 the March 17, 2025 Regular Meeting
- 6) **Approval of Agenda**
- 7) **Public Hearings**
 - 7:01 p.m. To Confirm Special Assessment Roll 25-821 for a Spongy Moth Suppression Program
 - 7:02 p.m. To Confirm Special Assessment Roll 25-822 for a Spongy Moth Suppression Program
- 8) **Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) **Presentations and Proclamations** (none)
 - a) Presentations
 - b) Proclamations
- 10) **Petitions and Communications** (none)
 - a) Petitions
 - b) Communications
- 11) **Reports from City Officers** (none)
 - a) From City Council
 - b) From City Manager
- 12) **Budget Amendments**
 - a) Budget Amendment No. 38 – To Appropriate an Additional \$90,622 of Budgetary Authority for Purchases Related to Police Training and Recognize the Associated MCOLES CPE Grant Revenue
- 13) **Consent Agenda**
All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.
 - a) To Appoint Annette Pierce as a Member of the Tree Commission for the City of Wyoming

- b) To Confirm the Appointment of Scott Baisden as a Member of the WKTU Commission for the City of Wyoming

14) Resolutions

- a) To Set a Public Hearing for the Proposed 2025-2026 Budget for the City of Wyoming
- b) To Approve City Employment for a Relative of a Council Member
- c) To Approve City Employment for a Relative of an Appointive Official
- d) To Approve Fair Treatment Policy
- e) To Consider an Application from Southern Smoke, LLC for a New On-Premises Tasting Room Permit to be Located at 4023 Division Avenue S, Wyoming 49548, Kent County, Michigan
- f) To Approve and Authorize the City Manager to Sign the MEDC Grant Agreement for Appropriated Funds for 52nd and 56th Streets Non-Motorized Trail Improvements
- g) To Approve and Authorize the City Manager to Sign the LEO Grant Agreement for Appropriated Funds for Veterans Park Improvements
- h) To Confirm Special Assessment Roll #25-821 for the 2025 Spongy Moth Suppression Project
- i) To Confirm Special Assessment Roll #25-822 for the 2025 Spongy Moth Suppression Project

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

- a) For Award of Bids and to Accept Contract Amendments
 1. Stainless Steel Clamp Couplings
 2. Bituminous Paving Materials
 3. Ready Mixed Concrete
 4. Brass Water Service and Meter Installation Materials and Meter Mountings
 5. Exercise and Dance Studio Flooring Replacement for the Wyoming Senior Center
 6. Asphalt and Concrete Crack Leveling Sealant
 7. Hot Rubber Crack Sealer
 8. Topsoil
- b) To Accept a Proposal for Aerial Insecticide Spraying Services and to Authorize the City Manager to Execute an Agreement for Spongy Moth Suppression Services
- c) To Concur with the Emergency Repair of the Buck Creek Restroom Structure and Authorize Payment to Vander Kodde Construction Co. Inc.
- d) To Accept a Proposal for Design Consulting Services for Renovations of the 62A District Court
- e) To Authorize Payment to the Kent County Drain Commission for the Interurban Trail Culvert Replacement on Crippen Drain
- f) To Support the Preventative Maintenance Project on the Godfrey Avenue Bridge over Plaster Creek
- g) To Support the Preventative Maintenance Project on the Clyde Park Avenue Bridge over Plaster Creek, Clyde Park Avenue Bridge over Buck Creek and Burlingame Avenue Bridge over Buck Creek
- h) To Support the Preventative Maintenance Project on the Clay Avenue and 54th Street Bridges over Buck Creek
- i) To Accept a Quotation from Zones, LLC for Renewal of AutoCAD Software Licenses
- j) For the Purchase of Ultraviolet (UV) Supplies

- k) To Accept a Proposal to Repair a Pump Motor at the Drinking Water Plant
- l) To Award a Bid for Engineering Services for the Drinking Water Plant Discharge Valve Replacement Project
- m) To Accept a Quote to Upgrade Video Recording Hardware

16) Ordinances (none)

17) Informational Material

Officers Compensation Commission Recommendation

18) Acknowledgment of Visitors

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

19) Closed Session (Pending Litigation)

20) Adjournment

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

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

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

CITY OF WYOMING BUDGET AMENDMENT

Date: April 7, 2025

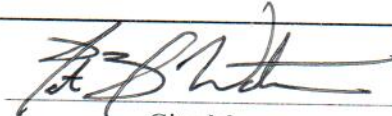
Budget Amendment No. 038

To the Wyoming City Council:

A net neutral budget amendment is requested to appropriate an additional \$90,622 of budgetary authority for purchases related to police training and recognize the associated MCOLES CPE grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Public Safety Fund</u>				
State Grants - Public Safety MCOLES CPE Funding				
205-543.300	\$ 48,878.00	\$ 90,622.00	\$ -	\$ 139,500.00
Police - Training - Other Services MCOLES CPE Funding				
205-301-32000-956.005	\$ 48,878.00	\$ 90,622.00	\$ -	\$ 139,500.00
Fund Balance/Working Capital (Fund 205)		\$ -	\$ -	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT ANNETTE PIERCE AS A MEMBER OF THE
TREE COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Annette Pierce has submitted an application requesting appointment to the Tree Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2027 on the Tree Commission.
3. It is the recommendation of the City Manager that Annette Pierce be appointed to serve on the Tree Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to appoint Annette Pierce to the Tree Commission for the unexpired term ending on June 30, 2027.

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 April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF SCOTT BAISDEN
AS A MEMBER OF THE WKTV COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Scott Baisden has submitted an application requesting appointment to the WKTV Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2027 on the WKTV Commission.
3. It is the desire of the City Council that Scott Baisden be appointed to a regular term ending June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Scott Baisden as a member of the WKTV Commission for the regular term ending June 30, 2027.

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 April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE
PROPOSED 2025-2026 BUDGET FOR THE CITY OF WYOMING

WHEREAS:

1. State law and the City Charter require that a public hearing be held concerning the proposed 2025-2026 budget for the City of Wyoming.
2. Said budget has been presented to City Council.
3. It is deemed advisable to establish a date for a public hearing on the budget.
4. The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council does hereby authorize a public hearing on the proposed annual budget for the City of Wyoming to be held May 5, 2025, at 7:02 PM in the Wyoming City Hall Council Chambers, 1155 – 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be published in a newspaper of the general circulation in the City and posted in City Hall in the form as attached.

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 meeting held on April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Notice of Public Hearing on the Proposed Budget for 2025-2026

Resolution No. _____

CITY OF WYOMING

Notice of Public Hearing

On the Proposed Budget for 2025-2026

Pursuant to Section 8.3 of the Charter of the City of Wyoming, notice is given that a public hearing on the following proposed budget will be held at the Wyoming City Council Chambers, 1155 28th Street SW, on May 5, 2025, at 7:02 pm.

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing. It is currently estimated to be: 13.0825 mills.

July 1, 2025 – June 30, 2026

General Fund	\$ 30,866,068
Major Streets	9,753,043
Local Streets	4,249,196
Public Safety *	33,718,058
Fire	2,319,928
Police	3,967,251
Parks and Recreation	5,950,696
Sidewalk Snow Removal and Repair	529,892
First Responders	5,147,548
Solid Waste Disposal	1,137,694
Building Inspections	2,253,401
Community Development Block Grant	531,120
Library Maintenance and Parks Capital	1,751,306
Capital Improvement	4,830,037
Sewer	39,948,642
Sewer-Bond Principal and Interest	3,812,033
Water	51,963,581
Water-Bond Principal and Interest	4,768,095
Motor Pool	5,114,137
Capital Projects Revolving	529,304
 Grand Total of Budgeted Expenditures	 \$213,141,030

*Includes all police and fire expenditures

A summary of the proposed budget is filed in the City Clerk's office and available for review at the following weblink:

<https://city-wyoming-mi-clear.doc.cleargov.com/9970>

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE CITY EMPLOYMENT
FOR A RELATIVE OF A COUNCIL MEMBER

WHEREAS:

1. The City of Wyoming received an application from Vayda Vanderwood to serve in a Seasonal Parks Maintenance position for Parks and Recreation, and Ms. Vanderwood has met the requirements and qualifications for this position.
2. Vayda Vanderwood's grandfather, Kent Vanderwood, serves as the Mayor, an elected official of the City of Wyoming.
3. Under Section 5.13 of the City Charter, relatives of elective or appointive officers may hold an appointive office or employment during the terms of office of those elective or appointive officers only if the City Council unanimously determines it is in the best interests of the City for them to do so.

NOW, THEREFORE, BE IT RESOLVED:

1. It is in the best interest of the City for Vayda Vanderwood to serve in a Seasonal Parks Maintenance position for Parks and Recreation.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
City Charter Sec. 5.13

Resolution No. _____

Sec. 5.13. - Antinepotism.

Unless the Commission shall, by unanimous vote, which vote shall be recorded as part of its official proceedings, determine that the best interests of the city shall be served, the following relatives of any elective or appointive officer are disqualified from holding any appointive office or employment during the term for which said elective or appointive officer was elected or appointed: spouse, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spouses of any of them. All relationships shall include those arising from adoption. This section shall in no way disqualify such relatives or their spouses who are bona fide appointive officers or employees of the city at the time of the election of any elective official.

RESOLUTION NO. _____

RESOLUTION TO APPROVE CITY EMPLOYMENT
FOR A RELATIVE OF AN APPOINTIVE OFFICAL

WHEREAS:

1. The City of Wyoming received an application from Clairia Vandenberg to serve in a seasonal maintenance position at the Wastewater Treatment Plant, and Ms. Vandenberg has met the requirements and qualifications for this position.
2. Clairia Vandenberg’s mother, Kelli Vandenberg, serves as the City Clerk, an appointed officer of the City of Wyoming.
3. Under Section 5.13 of the City Charter, relatives of elective or appointive officers may hold an appointive office or employment during the terms of office of those elective or appointive officers only if the City Council unanimously determines it is in the best interests of the City for them to do so.

NOW, THEREFORE, BE IT RESOLVED:

1. It is in the best interest of the City for Clairia Vandenberg to serve in a Seasonal Maintenance position at the Clean Water Plant.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on April 07, 2025.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:
City Charter Sec. 5.13

Sec. 5.13. - Antinepotism.

Unless the Commission shall, by unanimous vote, which vote shall be recorded as part of its official proceedings, determine that the best interests of the city shall be served, the following relatives of any elective or appointive officer are disqualified from holding any appointive office or employment during the term for which said elective or appointive officer was elected or appointed: spouse, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spouses of any of them. All relationships shall include those arising from adoption. This section shall in no way disqualify such relatives or their spouses who are bona fide appointive officers or employees of the city at the time of the election of any elective official.

RESOLUTION NO. ____

RESOLUTION TO APPROVE FAIR TREATMENT POLICY

WHEREAS:

1. Wyoming envisions a strong and authentic community where all individuals have the opportunity to thrive.
2. Wyoming's mission of community, safety and stewardship furthers that vision by being a community in which all community members are treated respectfully, courteously, compassionately, with dignity, feel safe, are free from intimidation or oppression, and enjoy the security of their person and property.
3. Federal officials recently initiated changes in policies addressing discrimination while state nondiscrimination laws remain unchanged since an amendment in 2025.
4. The federal policy changes require corresponding policy changes by recipients of federal grants and other federal funds.
5. Because the city receives significant federal funds and because the city wishes to comply with applicable federal policies, the city wishes to adopt a fair treatment policy.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Fair Treatment Policy is approved in the form presented as a part of the agenda for this meeting. All city personnel are authorized and directed to implement it according to its terms. The Fair Treatment Policy supersedes and replaces all prior policies related to discrimination.
2. The city reaffirms its commitment to nondiscrimination and to treating all persons with fairness, impartiality, courtesy, respect, compassion, and dignity.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____



FAIR TREATMENT POLICY

REVISED: APRIL 2025

1155 28TH ST SW
WYOMING, MI 49509-0905
PHONE: (616) 530-3173
FAX: (616) 261-7103
www.wyomingmi.gov

INITIAL INQUIRIES TO:
CONTACT HUMAN RESOURCES – (616) 530-3173
E-MAIL: hr_fax@wyomingmi.gov

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COMMUNITY COMMITMENT

The City of Wyoming envisions a "... strong, and authentic community where all individuals have the opportunity to thrive." This vision appreciates the rich variety of the community's people who originate from many nations, speak various languages, have varied financial means, practice different faiths, reside in a variety of households, exhibit varying physical characteristics, and have wide-ranging aptitudes and abilities. Wyoming foresees a community in which all individuals enjoy their cultural heritages but unite in ensuring opportunities for all to thrive.

Wyoming's mission of "community, safety and stewardship" aims for a community in which all community members (i) are treated respectfully, courteously, and with dignity, (ii) feel vital, important, understood, and valued, (iii) have equal opportunities, (iv) do not suffer unmet needs, and (v) are able to pursue happiness. It recognizes all persons need to feel safe, be free from intimidation or oppression with their property and physical well-being secure, and be treated impartially, objectively, and compassionately. It requires prudently using community resources in furtherance of the first two parts of this mission.

This vision and mission state what Wyoming strives for, rather than what Wyoming (and its personnel) will not do. Wyoming uses this vision and mission to guide city decisions.

GENERAL PROVISIONS

§1 – Adoption. City Council approval by a resolution adopted _____, 2025, makes this official city policy. This revised policy supersedes and replaces the policy approved by the City in November 2024.

§2 – Required Compliance. All city personnel and all city bodies must comply with this policy. Noncompliance can have the same consequences as noncompliance with any other city policy.

§3 – Policy Overview. This policy:

- A. Commits the city and its personnel and bodies to treating all persons with fairness, impartiality, courtesy, and respect.
- B. Prohibits discrimination in all city programs, services, employment, public accommodations, housing, access or use of city facilities or property, bids and contracts, permits and other approvals, proceedings, and other activities and actions.
- C. Assigns responsibilities and establishes procedures to ensure compliance with this policy and applicable law.
- D. Establishes complaint procedures for addressing alleged violations of this policy.
- E. Is intended to comply with the myriad state and federal constitutional provisions, statutes, rules, regulations, orders, policies, and grant contract obligations Wyoming must meet, including all civil rights policy and plan requirements.
- F. Is intended to be available to all who wish to see it or may be affected by it and, therefore, may be posted on the city's website, (ii) provided to city bodies and city personnel, (iii) provided to inquiring federal and state personnel, and (iv) made available to contractors, subcontractors, residents, and others.

§4 – Interpretation and Definitions.

A. This policy is intended to comply with and implement requirements of applicable federal and state laws, rules, regulations, orders, grants and other contractual provisions, and other requirements of state or federal officials, agencies, courts, and other individuals and bodies of competent jurisdiction.

- 1. If a provision in this policy conflicts with applicable law, the applicable law will control and any noncompliant provision of this policy shall be inapplicable.
- 2. As this revision is adopted, applicable federal law and its interpretation by courts, officials and agencies of competent jurisdiction is undergoing significant review and change. To the extent feasible, as those developments occur, this policy should be interpreted consistent with them. If it is not possible to interpret them consistently, this policy should be amended or otherwise modified to comply.

3. This policy also recognizes applicable state and federal requirements may not always be consistent. The city is a municipal corporation created under state law following a vote of the city's electors as a subdivision of the state of Michigan. Accordingly, the city is generally subject to state law although there are situations in which federal law may apply in addition to or instead of state law. If, with respect to the law applicable to a provision of this policy federal and state requirements seem as if they may be inconsistent, the city attorney should be consulted. If information from or communications with federal and/or state officers or agencies of competent jurisdiction agree as how to resolve that possible inconsistency, this policy shall be applied in accordance with that agreed approach. If such references fail to resolve a seeming inconsistency, the city attorney shall, after consultation with the city manager, provide direction as to how to apply this policy consistent with applicable law with the understanding that judicial review may result in final clarity.

4. This policy is intended to advance the community commitment explained above. In doing so, it is not intended to, does not provide a basis for, and prohibits partiality, favoritism, politics, preference, practice, or other conduct intended to or resulting in advantage to any individuals, entities or groups. If a city policy, practice, procedure, form, or action has the effect of providing such an advantage, even if unintended (e.g., contract bond or insurance requirements in unreasonably high amounts that preclude bidding by smaller businesses, preferences for educational degrees unrelated to job requirements, etc.), that policy, practice, procedure, form, or action shall be reviewed and revised to avoid such an unmerited advantage. However, if there is more than one bidder, job applicant, service provider, etc. all meeting the minimum qualifications and requirements, the city may select the more qualified or the individual or entity who otherwise is deemed to serve the best interests of the city.

B. The following definitions apply to words and phrases in this policy unless the context clearly indicates otherwise:

1. *Applicable civil rights laws* means all requirements under applicable federal or state laws, rules, regulations, grant and other contract requirements, and orders or guidance provided by courts, agencies, or officials of competent jurisdiction related to discrimination affecting any individual or group 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, language barriers, or any other reason prohibited by law. Currently, that body of law includes, without limitation, Title VI of the Civil Rights Act of 1964, 42 USC 2000d *et seq.*; Title VII of the Civil Rights Act of 1964, 42 USC 2000e *et seq.*; Title VIII of the Civil Rights Act of 1968; the fair housing act, 42 U.S.C. 3601 *et seq.*; the Elliott-Larsen civil rights act, MCL 37.2101 *et seq.*; and applicable disability accommodation requirements.

2. *Applicable disability accommodation requirements* means any requirements under applicable federal or state laws, rules, regulations, grants and other contract requirements, and orders or guidance provided by courts, agencies, or officials of competent jurisdiction related to use by persons with disabilities or, in some situations, regarded as having such an impairment. Currently, that body of law includes, without limitation, the federal Americans with Disabilities Act of 1990, 42 USC §12101 *et seq.*, and the Elliott-Larson civil rights act, MCL 37.2101 *et seq.*; the persons with disabilities act, MCL 37.1101 *et seq.*; and 1966 PA 1, MCL 125.1351 *et seq.*

3. *CDBG* means Community Development Block Grant provided and administered by HUD.

4. *City or Wyoming* means the City of Wyoming, Kent County, Michigan.

5. *City bodies or Wyoming bodies* means the City Council and all boards, bodies, and commissions of, created by, or under the purview of Wyoming including, for example, the Downtown Development Authority, Brownfield Redevelopment Authority, Historical Commission, Housing Commission, Community Development Committee, and Economic Development Corporation. (Nonprofit entities contracting with the city to provide programs or services at city facilities, such as the Wyoming Senior Fellowship and Pinery Park Little League, are city contractors as defined below and must comply with this policy under section 10.)

6. *City contractor* means any individual or entity, other than a federal agency or official and city personnel or a city body, contracting with Wyoming or a city body to provide goods, services, or programs to or for Wyoming or any city body.

7. *City Council* means the Wyoming City Council.

8. *City manager* means the individual duly appointed or acting as the city manager in accordance with the City Charter or that individual's designee.

9. *City personnel* means all elected and appointed officers, employees, volunteers, and other agents of the City of Wyoming when acting in their official capacity or on the city's behalf, including all members of city bodies. It includes personnel of the Wyoming Housing Commission and, except as otherwise limited by applicable law, 62-A District Court personnel.

10. *Disability* has the meaning(s) established by applicable disability accommodations requirements and applicable civil rights laws. Under the law as of this revision to this policy, it means, with respect to an individual: (a) a physical or mental impairment that substantially limits one or more major life activities of such individual; (b) a record of such an impairment; or (c) being regarded as having such an impairment. *Major life activities* in general include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. *Major bodily functions* for purposes of a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. *Regarded as having such an impairment* means an individual who establishes that he or she has been subjected to an action prohibited by an applicable civil rights law because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity but does not apply to impairments that are transitory and minor (i.e., an actual or expected duration of 6 months or less).¹

11. *Discriminate* or *discrimination* means to treat or affect any individual, group of individuals, or population differently based on race, color, religion, national origin, age, sex, sexual orientation, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, language barriers, or any other reason prohibited by law. In housing matters, to *discriminate* or *discrimination* also means discriminating against an individual because the source of the individual's income or funds.²

12. *Discriminatory effect* occurs when a seemingly neutral procedure or practice results in fewer opportunities, services or benefits, or inferior services or benefits, to members of a protected group, or results in greater adverse consequences (such as harsher sentences) to members of that protected group. It focuses on the consequences of a decision, policy, or practice rather than its intent. Decisions made or actions taken in a nondiscriminatory manner can have discriminatory effects.³

13. *Discriminatory treatment* means discrimination treating similarly situated persons differently because of race, color, religion, national origin, age, sex, sexual orientation, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, language barriers, source of income, or any other reason prohibited by law.

14. *DOJ* means the United States Department of Justice.

¹ ADA, 42 USC 12102. The definition in Michigan's persons with disabilities act, MCL 37.1103(d) differs a bit. DOJ's Civil Rights Division issued an opinion that opioid use disorder is a disability under the ADA. "The Americans with Disabilities Act and the Opioid Crisis: Combating Discrimination Against People in Treatment or Recovery," 04.05.2022, https://www.ada.gov/opioid_guidance.pdf.

² 2024 PA 200, effective April 2, 2025; Code of Ordinances, City of Wyoming, Michigan, §42-53.

³ For example, as noted above, bidding requirements may include bond or insurance requirements that smaller businesses cannot meet (and may be higher than reasonably needed) precluding some otherwise capable businesses from bidding. Similarly, a job posting may include educational, experience or other job requirements that, while may be of some benefit are not reasonably required to perform the work, but may preclude many applicants.

15. *Fairness coordinator* means the individual(s) or department(s) designated to serve as the fairness coordinator under section 5 of this policy.

16. *Federal assistance* means (i) grants and loans of federal funds (directly or indirectly through a state or county agency), (ii) grants or donations of federal property or interests in property, (iii) the detail of federal personnel, (iv) training by or on behalf of federal agencies, (v) use of federal equipment, (vi) use of federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and (vii) any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

17. *Harassment* means and includes any type of harassment as defined or prohibited in applicable civil rights laws and includes unprofessional or discourteous communications and actions including, for example and not for limitation, the following:

a. Sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature is unlawful sexual harassment when:

i. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

ii. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

iii. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples include derogatory or vulgar comments regarding an individual's gender, sexually suggestive language, remarks about a person's anatomy, threats of physical harm, and distribution of written or graphic sexual materials. Nude pictures, sexually oriented magazines or posters, and other words or pictures of a sexually suggestive nature are additional examples. Touching another person in a sexually suggestive way or in a gender/sexual location, and physical contact such as hitting and pushing or threats to take such action are yet more examples.

b. Racial/national origin harassment including hostile, intimidating, or offensive actions by a person based on an individual's or group's racial or ethnic origin, or incitement to commit such conduct including, but not limited to, derogatory comments, racial jokes, slurs, epithets, graffiti, or physical acts.

c. Other harassment including bullying and unwelcome verbal, physical, or other conduct that creates an intimidating, hostile, or offensive working environment based on protected status (such as personal characteristics or cultural differences) or protected activities. Such conduct includes, but is not limited to, derogatory comments, jokes, slurs, epithets, graffiti, gestures, displays, touching, or other physical acts.

18. *HUD* means the United States Department of Housing and Urban Development.

19. *Interpretation* when used in reference to language assistance means oral language assistance.

20. *Language barriers* occur when one or more parties are unable to hear, understand, read, write, or speak well (*i.e.*, lack oral and written fluency with) the language being used on the communication.

21. *MDOT* means the Michigan Department of Transportation.

22. *Sex* also includes pregnancy, childbirth or a condition related to pregnancy or childbirth.

23. *Subrecipient* means an individual or entity to which Wyoming provides funding, services, materials, supplies, equipment, or training that is directly or indirectly funded by funds from a federal agency, including, for example, CDBG funds.

24. *Title VI* means Title VI of the Civil Rights Act of 1964, 42 USC 2000d *et seq.* and all rules, regulations, and agency guidelines issues pursuant to it.

25. *Translation* means written language assistance.

26. *Undue hardship* has the meaning and be determined as described in MCL 37.1210.

C. Identification of a city official by title includes that official's superiors and designee(s).

D. Identification of any federal or state department, agency or office by name or any city department or office by name includes its successor agency, department, or office.

§ 5 – Fairness Coordinator.

A. The city manager shall designate one or more city staff members to serve as fairness coordinator(s) under this policy. The city manager may, at any time by written notification to affected staff members and without amending this policy, make additional designation or redesignations, reassigning fairness coordinator duties.

B. The appropriate fairness coordinator(s) may collaborate with other city staff, the city’s employment and labor attorney, and city attorney to provide advice and support for and, as appropriate, undertake actions related to accounting, recordkeeping, legal analysis, contract enforcement, initiating or defending legal proceedings, and other actions needed to implement, evaluate, update, and ensure compliance with this policy.

§6 – Policy Statement. The following apply regardless of any other provision of this policy.

A. General Policies.

1. All persons must be treated with fairness, impartiality, courtesy, respect.
2. Discrimination in all city programs, services, employment, public accommodations, housing, facilities or property access or uses, bids and contracts, permits, other approvals, proceedings, and other activities and actions is prohibited. This includes discriminatory treatment and discriminatory effects.
3. Harassment or bullying of any individual or group is prohibited.
4. Retaliation against, intimidation of, or tampering with a complainant, witness, consultant, or other person related to a complaint or investigation under this policy or applicable civil rights law is prohibited.
5. Compliance with any language assistance provisions is required.
6. Compliance with applicable civil rights requirements and applicable disability accommodations requirements is required.
7. If an applicable civil rights law or applicable disability accommodation requirement is more stringent, the more stringent requirement will apply.
8. No city personnel shall impede or interfere with any federal law enforcement (including immigration enforcement). The city recognizes federal laws applicable to federal law (including immigration) enforcement. Compliance is required. However, the city does not enforce and, consequently, does not investigate, make arrests for (except for judicially signed warrants), or pay to hold prisoners sought for violations of most federal law (except as obligated to do so under applicable federal law or grant contracts). All personnel should contact supervisory personnel to ensure compliance occurs.
9. Use of an individual’s race, religion, color, national origin, attire, language barrier or other characteristic does not itself justify stops or inquiries related to possible violations of any laws. (See §7.B below.)
10. A city department head, other city personnel, or city body that knows of a violation of this policy must promptly report that violation to the fairness coordinator.
11. All city personnel observing a violation of this policy must intervene when that violation may endanger the health or safety of any individual or when any other city personnel seem to be acting without reasonable self-restraint. This duty to intervene exists unless intervention cannot occur without endangering the health or safety of other individuals, including other city personnel.

B. This policy applies to all Wyoming personnel and bodies.

C. This policy applies to all aspects of all Wyoming programs, services, and other activities, including, without limitation, (i) access, (ii) benefits, (iii) participation, (iv) treatment, (v) contracting opportunities, (vi) training, (vii) complaint investigation and processing, (viii) fund allocation, (ix) project prioritization, (x)

employment and personnel actions, (xi) project planning, development, and implementation, (xi) property acquisition and use, (xiii) construction and installation, and (xiv) research.

D. City contractors must comply with applicable contractual requirements as provided in section 10 of this policy.

E. This policy is subject to and does not limit established constitutional, statutory, or other well-settled state and federal exemptions and exceptions, among which are, for example and not for limitation:

1. *Bona fide* occupational qualifications recognized by state and federal agencies and courts.
2. Age-, sex- and merit-based distinctions recognized by state and federal agencies and courts (e.g., senior and student discounts, some sex and age classifications in athletics, competitive athletic or other contests, performance-based selections, etc.).
3. Legally imposed requirements or limitations (e.g., minimum ages for alcohol, tobacco or marijuana possession or use, ages for eligibility for political offices, distinctions between juvenile and adult offenders, juvenile offender programs, veterans' courts or programs, and the minimum age to vote).
4. Religious, expressive, associational, or assembly rights or other recognized rights under the state or federal constitution or other law (e.g., the federal Religious Land Use and Institutionalized Persons Act) or legal requirements to accommodate religious beliefs and practices.

If there is a question about whether an exception or exemption applies to an individual, entity, or situation, the individual or entity seeking to apply it must contact the fairness coordinator for clarification. The fairness coordinator may consult such other persons as the fairness coordinator deems appropriate in providing that clarification.

SPECIFIC REQUIREMENTS AND PROVISIONS

§7 – Interactions, Communications, and Actions. Except in the limited circumstances in which an exception or exemption applies, Wyoming personnel and bodies, must not:

A. Engage in or approve any planning, decisions, or actions that would:

1. Deny to or preclude for anyone a service, opportunity, or other benefit for which the person is otherwise qualified.
2. Provide a person a service or other benefit that is inferior (in quantity or quality) to, or which is provided in a different manner from, that provided to others.
3. Subject a person to discriminatory treatment related to the person's receipt of services or benefits.
4. Restrict a person's enjoyment of services, facilities or any other advantage, privilege, or other benefit provided others.
5. Adopt or use administrative methods that limit participation by an individual or group or subject an individual or group to discrimination.
6. Permit discriminatory activity in any city facility, particularly any facility wholly or partially constructed with state or federal funds.
7. Deny a segment of the population the opportunity to participate in operations of a planning or advisory body that is an integral part of a state or federally funded program.
8. Subject an individual to discriminatory employment practices.

B. Interact or communicate in a way that:

1. Addresses an individual in a manner that denotes inferiority because of 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 any other reason prohibited by law.
2. Fails to provide language assistance or hearing accommodation to reasonably address a language barrier.

3. Fails to treat all persons with fairness, impartiality, courtesy, and respect.
- C. Plan, locate, design, construct, install, reconstruct, reinstall, alter, improve, or replace a city project or improvement resulting in a way that could limit or impede access to a state or federally funded service or benefit that is discriminatory.
- D. Engage in oversight of (or a failure to properly oversee) any city project, program, consideration, or activity in a way that:
1. Knowingly participates with others, condones, or fails to address the actions of others acting for, on behalf of, or in a contractual relationship with the city and who fail to comply with this policy.
 2. Takes, participates in, condones, or fails to report any retaliation against or intimidation of a complainant, witness, consultant, or other person involved in any complaint or investigation.

§8 – Community Oriented Policing.

- A. As required by a DOJ Community Oriented Policing Hiring Program (COPS) grant, the city filed an initial report with the DOJ's Office of Justice Program and regularly files other required reports. As required by that grant, the city also explored possible reasons for the recruiting challenges disclosed in that initial report and, also as required by that grant, has undertaken steps to address them. That report, self-analysis and steps taken are available for review from the city's human resources department. The city will continue to comply with applicable COPS grant requirements including following up on actions taken to address its recruiting/retention challenges, filing additional forms and report, and dissemination of this policy. Many West Michigan law enforcement departments are actively recruiting personnel and encountering challenges especially as they seek to recruit individuals capable of enhancing their respective community oriented policing efforts.
- B. The steps taken are desirable for enhancing relationships and trust between law enforcement personnel and people of the community that are essential to successful community oriented policing. They can help prevent crimes, lead to assistance in investigations, lower risks to law enforcement personnel and community members, improve the business climate, enhance opportunities for community members, and more.
- C. The following are examples of the city's steps:
1. The city regularly conducts employee training on topics that can affect community relations as well as recruitment, retention, and advancement of employees (e.g., on topics such as sexual and other harassment, cultural differences, mental health issues, etc.).
 2. In this highly competitive recruitment market, the city currently advertises locally, statewide, regionally, and nationally and has added professional organizations, media outlets, and other advertising networks to reach as many potential candidates as possible, even those who might not engage with traditional recruiting outlets.
 3. The city reached out to local school superintendents and high schools (the city is served by 7 public school districts and several parochial schools) in efforts to (i) establish a presence among and relationships with students, (ii) encourage students to take advantages of available summer and other seasonal employment, and (iii) encourage students to explore careers at the city. This includes participating in job fairs and career days at many schools within the local districts. Those who grew up in the community may be best able to serve it.
 4. The city works with the Kent County Technical Center and the Ottawa County Careerline Technical Center to recruit those enrolled in technical courses of study.
 5. Representatives from the Department of Public Safety visit and build relationships with local university police academies and serve as instructors and volunteers.
 6. The city produced a recruitment video and brochures highlighting its workforce and employment opportunities. Focus is placed on the city's professionalism and high standards.
 7. The city works with local faith-based and business leaders to extend outreach to all segments of the community.

8. The city has a tuition reimbursement program available to employees who choose to pursue additional career related education.

9. The city has a police cadet program that includes paying above-market wages, police academy sponsorships where some academy costs (tuition, books, uniforms, etc.) are paid, and a police recruit program where wages and academy costs are paid.

10. The city contacted law enforcement licensing entities for all 50 states with requests to post current police job openings on their websites.

11. The Department of Public Safety formed a recruitment team, including those with specialized training, to place specific emphasis on recruiting and retaining qualified candidates.

12. The city engaged in several housing initiatives intended to improve available housing opportunities, choice, and attainability. Among them are (i) engaging in a housing needs and impediments analysis that is used to guide many decisions including master planning and zoning, (ii) continued participation in CDBG-funded housing initiatives to address homelessness and make needed repairs to owner-occupied housing units, (iii) providing tax exemptions to developers of workforce housing (payments in lieu of taxes are made at a fraction of the taxes that would otherwise be paid) resulting in construction of hundreds of units at below market rents, and (iv) encouraging development of a variety of housing types throughout the community as one way to improve overall supply.

13. The city hosts events throughout the community offering opportunities for residents and others to engage with city officers and employees including an annual Department of Public Works open house, National Night Out events, open houses at city fire stations at which police vehicles and personnel are also available, "Shop with a Hero" events to assist lower income families, Wrap Up Wyoming event, a community clean-up day at which people throughout the community can discard all kinds of items, an annual carnival that raises money for parks program scholarships, assistance with and participation in various community events such as school fairs and block parties, and many others.

14. The Department of Public Safety organizes the Metro High School Police Academy.

15. The city has "citizens academies" intended to inform enrolled citizens about city government and services including interactions with city officers and employees.

16. More recently, the city started a pilot program underwritten by General Motors to sponsor a student drivers education program based in the police building that pairs student drivers with police mentors.

D. The city will continue the efforts listed in the preceding subsection and will also:

1. Intermittently interview newly hired personnel to learn from their experiences and to gather their insights about how the city can improve services in the community, particularly its community oriented policing and how the city can more successfully recruit new personnel.

2. Network with local colleges and universities, especially those with programs of study related to city employment opportunities to identify and recruit applicants.

4. Intermittently remind current employees of efforts to fill positions, seeking their help in recruiting applicants particularly those who might best enhance the city's community oriented policing..

§9 – Language Barriers.

A. City leaders consistently insist on transparency – ensuring the public can readily avail themselves of and understand city actions, services, programs, requirements, and other communications. Contracts, consents, permit applications, enforcement actions, and other proceedings are valid only when all involved parties understand them. Language barriers can preclude understanding and can invalidate the resulting proceeding, transaction, conveyance, etc. Accurate communication is also essential to building and maintaining a sense of community, and its safety. Language barriers can separate and isolate, lead to misapprehensions and misunderstandings, leave community members unaware of hazards or of community services and amenities, etc. Misunderstandings can be costly to the community and its residents and taxpayers.

1. Language barriers can arise from unfamiliarity with professional or technical terms. City staff endeavors to define terms, provide explanations in “plain English,” include explanatory pamphlets or diagrams. 62-A District Court judges and staff attempt to ensure everyone understands the proceedings, their respective obligations, and consequences for noncompliance. City police officers, building inspectors and code enforcement officers pay careful attention to ensuring understanding during their interactions with the public. City utility personnel have produced explanatory diagrams and other tools and otherwise work to ensure understanding.

2. Language barriers may occur when individuals fluent in one or more languages do not speak, read, write or understand English well. For such individuals, interpretation and translation may be critical to understanding. The 2020 US Census data show 19,423 of Wyoming’s 76,501 population (over 25%) are Hispanic or Latino. For many of them, Spanish is the language with which they are most competent and comfortable. Many businesses in Wyoming engage in bilingual messaging and have bilingual personnel. Many schools in Wyoming have adapted to teaching students whose ability to speak, read or write English is limited and to communicating with parents whose English fluency is limited.

3. Language barriers may also arise from hearing impairments. Those situations might be addressed by written communication, by TDD devices, by audio enhancement devices or the use of sign language.

B. The city provides and will continue to provide language assistance in the following ways:

1. The city provides incentives for employees who are bi- or multi-lingual who may be called upon for oral language interpretation or written language translation. Such employees might or might not be available and they might not be sufficiently fluent in legal or other terminology.

2. The city has engaged and will engage one or more language assistance services to provide needed services. LanguageLine Solutions provides interpretation and translation services for all languages Wyoming may need to provide language assistance services. It can provide on-site interpretation services at public meetings as well as on-demand remote interpretation services via video conferencing, phone conferencing, or mobile conferencing. The city also engages Fidelity Language Resources LLC, a local entity providing some interpretation and translation services.

3. Distributed language cards enable city personnel to ask individual to point to a language on the card they understand the best. Wyoming personnel can then access the interpretation and/or translation service needed for language assistance.

4. In a pinch, especially in less formal or unplanned situations, some cell phone apps such as Google Translate may be used to provide some initial communication assistance.

5. On its meeting notices and agendas, the city offers and gives directions for requesting accommodations for hearing impaired persons or others who may need language assistance during meetings.

C. City personnel must use plain language and other language assistance whenever possible, provide needed explanations, and to ask questions to ensure the others understanding.

D. Notices of availability of language assistance are published on meeting agendas and notices as noted in subsection B.5. Signage has been added at some appropriate places in city buildings such as police and fire buildings, city hall, the court building, the Wyoming Senior Center, and parks facilities. Similar statements will be written for correspondence and official notices.

E. The fairness coordinator will monitor compliance with this section and recommend any updates or changes to city practices. Toward those ends, city personnel must provide data on the use of language assistance services and on interactions.

F. It is city policy that:

1. Language must not be a barrier for using city facilities and services, interacting with city officers and employees, participating in city meetings and programs, obtaining needed permits and approvals, understanding and complying with requirements, seeking assistance, or addressing concerns.

2. Language assistance services shall be available and used when needed or appropriate, as determined by the city council, city manager, a city department head, or any of their respective designees, to achieve the goal stated above.

3. Language assistance must be provided when (i) language barriers may hinder a person's ability to participate in public meetings, protect rights or property, protect themselves or family members, understand consequences of personal or city actions, or obtain needed assistance, (ii) language barriers may hinder emergency planning or responses, (iii) issuing any official notice or other communication of legal significance or other possible consequences and city personnel know one or more of the intended recipients might not understand without language assistance, or (iv) the city council, the city manager, the city manager's designee, a city department head, the designee of a city department head, or the 62-A District Court deem it necessary, important, or prudent to do so. This does not require their use in every communication. However, availability of language assistance services should be readily apparent in meeting notices, signs in city facilities, city brochures, city invoices, and certain other communications as directed by the civil rights coordinator.

a. Language assistance is not required if universal symbols communicate locations or directions, such as universal restroom symbols, pedestrian crossing symbols and signals, traffic signage employing universal shapes (e.g., triangular yield signs, octagonal stop signs, do not enter signs using a red circle in a white square, etc.), lane markings and signage, and red, green, yellow traffic signals.

b. City personnel are encouraged to provide Spanish language or dual (English and Spanish) language versions of commonly used forms, brochures, and other information. Special signage for particular activities, such as signage directing city hall visitors, elections and signage at city-operated special events, may be provided in English and Spanish.⁴

c. When speaking in-person with an individual with whom there may be a language barrier, city personnel shall use available language cards to identify a language in which the individual is proficient. Once the language is identified, language assistance should be obtained from other city personnel, from an available adult family member or friend, or from a city-approved language assistance service. If this interaction occurs during a meeting for which there was no prior language assistance request, the action about which the individual wishes to speak should be postponed, if reasonable, so language assistance can be provided and the individual can appropriately participate.

d. When speaking with an individual via telephone or other electronic means, a language barrier seems to exist, and city personnel are able to identify the language being spoken, the interaction shall be postponed, if reasonable, until appropriate language assistance can be obtained.

e. When communicating with a person via text or e-mail and it seems the person may have a language barrier, questions should be asked to ascertain whether the individual is more comfortable communicating in another language and arrangements made for appropriate language assistance. This may involve offers of telephone or in-person communications to facilitate better understanding.

f. When it is clear an individual who may have a language barrier is a recipient of written communication that is important because it includes deadlines, expirations, legal rights or obligations, payment requirements, licenses, other approvals, or other important matters, language assistance must be provided. If an adult relative or other person trusted by the affected individual seems especially competent and able to provide needed assistance, that can be acceptable. But, if there is not an available trusted adult who is competent to provide such assistance, the documents must be translated into the identified appropriate language.

6. Departments with bi-lingual or multi-lingual personnel shall make them available to other city officers and departments when reasonably needed in compliance with applicable collective bargaining arrangements, personnel policies, and law. The city manager may immediately reassign staff for language assistance tasks.

G. Each department will report to the fairness coordinator as requested by the fairness coordinator with information requested by the fairness coordinator to show compliance with this section.

⁴ In 2024 the 62A District Court has worked with SCAO and LanguageLine to have several common court forms translated into Spanish and Kinyarwanda. In the same year, the City Attorney's office had crime victim forms translated into Spanish and Kinyarwanda by LanguageLine as well.

§10 – City Contracts. All (i) city contracts, (ii) requests for proposals, (iii) invitations to bid, (iv) solicitations of quotes, and (v) other means of seeking information for city contracts must include provisions requiring city contractors to comply with this policy. Those provisions must be in a form acceptable to the city attorney. Unless other language is approved by the city attorney and city purchasing director, the following provision must be included:

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:

1. 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.
2. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding nondiscrimination.
3. 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.
4. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.
5. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
6. 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.
7. 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.

§11 – Assurances for Grants. As a recipient of state and/or federal assistance, the city gives the following specific assurances:

- A. As required by EO 14173 issued by President Trump on January 31, 2025:
 1. All city programs are and will be conducted and all city facilities will be operated in compliance with applicable civil rights laws. It is acknowledged that compliance with this provision is material to the federal government’s payment obligations under 31 USC §3729(b)(4).
 2. The city does not operate any programs that promote DEI (diversity, equity and inclusion) in violation of any applicable civil rights laws.
- B. If the city is, directly or indirectly, a grantee or transferee of the federal government in an interest in real property, buildings, structures, or other land improvements, any document the city uses to convey an interest in or allow use of that real property, buildings, structures, or other land improvements will include a covenant incorporating any covenant the federal government used to convey or transfer that real property, buildings, structures, or other land improvements to the city.
- C. If the city receives federal financial assistance to construct a facility or part of a facility, the assurances in subsections 11.A and 11.B will extend to the entire facility and to all facilities operated in connection with that facility.

D. If the city receives federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurances in subsections 11.A and 11.B will extend to rights to space on, over or under such property.

E. The city will periodically complete any required employment reviews and make changes to comply with applicable employment requirements in any federal or state grants.

F. These assurances obligate the city for the period during which federal financial assistance is extended to its program. If the federal financial assistance is to provide or is in the form of (i) personal property, (ii) real property, (iii) an interest in real property, or (iv) any structures or improvements on real property, these assurances obligate the city for the longer of the following: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the city retains ownership or possession of the property.

G. The city will administer its programs to ensure the city, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under the program comply with applicable civil rights laws.

H. The city agrees that federal and state agencies and officials have a right to seek judicial enforcement of matters arising under applicable civil rights laws.

I. These assurances are given in consideration of and for the purpose of obtaining federal and/or state assistance extended to the city. They are binding on the city, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest, and other participants in the state or federal program. The person signing this policy is authorized to sign these assurances for the city.

J. Wyoming will actively pursue compliance and prevention of noncompliance with this policy.

§12 – Disability Accommodations.

In November 2022 and in April 2024, the city reviewed its current services, policies and practices for compliance with disability accommodations requirements.

A. The city's Department of Public Works is responsible for the majority of city buildings, facilities, streets and crosswalks, with the exception of the departments and facilities identified in subsection B through E. All public areas of city buildings and facilities are ADA compliant or have plans to meet applicable disability accommodations requirements. All streets and crosswalks were also inventoried with a plan for upgrades and compliance of any noncompliant locations. These plans are available from the fairness coordinator.

B. Wyoming Housing Commission is a separate entity under state law and the facilities it owns comply with all applicable HUD disability accommodations requirements. All renovation and maintenance of its facilities are also made to comply with applicable disability accommodations requirements. Its programs provide ADA accommodations when requested using its accommodation form.

C. The city's website and social media pages currently support functions for zoom capabilities and screen reader programs. The city is currently updating its website and social media presence to meet applicable disability accommodations requirements.

D. The 62-A District Court is a state entity using city facilities and, except for its judges, the city and state are co-employers of its staff. The court complies with Michigan Supreme Court Administrative Order 2015-5 and has adopted and submitted to the State Court Administrator's Office a local administrative order conforming to the model established by the State Court Administrator's Office. The court administrator is the court's liaison for these issues.

E. All parks and recreation facilities, including the Wyoming Senior Center, meet currently applicable disability accommodations requirements. All renovations and improvements are reviewed by an architect to ensure they also comply.

§13 – Meeting Agendas, Notices and Other City Body Requirements. City bodies will incorporate the following (or an alternative approved by the city attorney) in bylaws, rules of procedure, or policies and ensure appropriate notices are provided to the public and others about the city's commitment and contact

information for city personnel to obtain any needed accommodation(s). This information should also be provided on meeting agendas to ensure those wishing to do so are able to attend and participate in the meeting.

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

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

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

ADMINISTRATION

§14 – Accommodations Requests.

A. Accommodation requests may be submitted as stated in meeting notices or elsewhere as provided above. They may also be made in writing on the accommodations request form submitted to the fairness coordinator at the address provided below as far in advance of need as is possible. The fairness coordinator will respond to all requests the next business day after the request is received.

Wyoming Human Resources
1155 28th St SW
Wyoming, MI 49509-0905
Phone: (616) 530-3173
Fax: (616) 261-7103
E-mail: hr_fax@wyomingmi.gov

1. Accommodation requests that require additional information, medical verification or would require review under the undue hardship formula will be completed within 14 business days of the request or all required documentation is provided by the requestor.
2. Anonymous complaints, media reports, inquiries seeking advice or information, courtesy copies of court pleadings, courtesy copies of internal grievances, and unattributed statements will not be considered.
3. Accommodations requests must generally be in writing. If the requestor needs assistance to complete the form or needs the form in an alternative format, contact the fairness coordinator for assistance.
4. Requests made in writing without the form must include name of the requestor, contact information and preferred method of contact, activity, or service the accommodation is being requested for including date, location and department if known, duration of the accommodation need and the requested accommodation, if known.
5. Employee requests may require medical verification. The fairness coordinator will inform you of the appropriate medical verification along with any required forms and timelines.

B. Accommodations might not be in the form, manner or for the duration requested. The fairness coordinator, in collaboration with the affected department head(s), finance staff, and legal counsel will determine appropriate accommodations, if feasible, that will not create an undue hardship for the city.

C. If a requestor fails to provide additional information requested by the fairness coordinator or fails to discuss accommodation alternatives differing from those originally requested, the city may consider requests abandoned after 14 days and close out the request.

D. A decision on an accommodation request may be appealed following the same procedures as outlined in this policy under Enforcement and Complaints. Complaints for noncompliance with applicable disability accommodations requirements or to appeal an accommodation decision will be forwarded to the City Manager for a decision in accordance with this policy.

§15 – Enforcement and Complaints.

A. The fairness coordinator (see §5) will investigate and undertake enforcement actions to address complaints or other alleged noncompliance by city personnel, city bodies, city contractors, or others. Remedial actions will be taken promptly after confirming noncompliance. Appropriate consequences may be imposed against those in noncompliance.

1. Appropriate disability accommodations will be implemented.
2. Personnel actions, up to and including discharge, may be taken against employees and volunteers for violations of or failures to comply with this policy.
2. Refusals to comply, egregious noncompliance, or repeated failures to comply with this policy constitute misfeasance or malfeasance in office.
3. For city contractors, noncompliance with this policy is a material breach of contract that can result in (i) withholding payments to the contractor, (ii) contract cancellation, termination, or suspension, in whole or in part, and (iii) contractor's ineligibility for future city contracts.

B. A person aggrieved by noncompliance with this policy, or an individual suffering discrimination, may file a complaint with the fairness coordinator. (A complaint alleging the fairness coordinator's noncompliance may be filed with the city manager.) Transportation-related complaints will be forwarded to appropriate MDOT personnel.

1. An aggrieved person or person with information that city personnel, a city body, or a city contractor violated this policy may file a complaint within 182 days of the alleged noncompliance or alleged discrimination. If the complainant could not reasonably have known of the noncompliance or discrimination within 182 days, the complainant will have 60 days after becoming aware of the noncompliance or discrimination to file a complaint.
2. Complaints must be in writing and signed. Complainants may use the complaint form following this section or may file a written complaint in another form that includes at least the following information. If a complainant is unable to file a written complaint, the complainant or a person assisting the complainant may speak with the civil rights coordinator, who will solicit and record in writing this information. Anonymous complaints, media reports, inquiries seeking advice or information, courtesy copies of court pleadings, courtesy copies of internal grievances, and unattributed statements will not be considered.
 - a. The complainant's name, address, telephone/cell phone number, and e-mail address.
 - b. The date of the alleged discrimination or noncompliance and the date of the complaint.
 - c. A description of the incident, including (i) where it occurred, (ii) who was present (including names and contact information if known for all who were there), (iii) was discrimination based on race, color, religion, national origin, age, sex, sexual orientation, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, source of income, or other reason prohibited by law (iv) a description of the discriminatory or noncomplying acts or statements, and (v) any evidence of discrimination or noncompliance.
 - d. The signature of the complainant or the complainant's representative under an attestation that the facts stated in the complaint are true and accurate.

e. It must be submitted to:

Human Resources Department – Fairness Coordinator
City of Wyoming
1155 28th St SW
Wyoming, MI 49509-0905
Phone: (616) 530-3173
Fax: (616) 261-7103
E-mail: hr_fax@wyomingmi.gov

3. After receiving a complaint, the fairness coordinator will investigate the complaint in an impartial, timely, and objective manner. (Complaints involving transportation issues will also be forwarded to MDOT for investigation and determination.) The fairness coordinator may consult with or seek assistance from any other city personnel and outside legal or other consultants as the fairness coordinator deems necessary or appropriate. The fairness coordinator may designate an investigator.

a. Complaints are to be acknowledged within 10 business days of receiving the complaint, with a letter of acceptance to the complainant or a notice of receipt with a request for additional information.

b. The investigation should (i) to a reasonable extent be confidential to protect the privacy of the complainant, any witnesses, and any person(s) against whom it was made (some disclosure will be needed to obtain needed information and to allow for a full understanding of facts and circumstances), (ii) focus only on the allegations in the complaint, (iii) include interviews of as many persons who were present or who have relevant knowledge of the incident or circumstances, (iv) be conducted without being defensive, without prejudging the outcome, and without asking leading questions, (v) obtain and maintain copies of any relevant documents, audio or video recordings, photos, texts, e-mails, voice messages, social media postings, and other evidence, (vi) include chronological, contemporaneous notes documenting the investigation, and (vii) be completed, including the report to be made under subsection 15.B.5, within 45 days of receipt of the complaint.

c. The investigation should not consider (i) any media coverage, media reports, or opinions, except for possible references leading to other sources of information, and (ii) inquiries or allegations by parties claiming an interest in the outcome but not involved in the incident, including labor organization representatives (except one union representative may be present during interviews with city personnel), civil rights organizations, media representatives, and other city personnel or city bodies without knowledge of the circumstances.

4. Complainants shall make themselves reasonably available to the designated investigator, to ensure timely completion of the investigation.

5. At the conclusion of that investigation, the fairness coordinator (or designated investigator) shall prepare a written report of the fairness coordinator's (i) determination of facts, (ii) conclusions as to whether discrimination or noncompliance occurred and who was responsible for that discrimination or noncompliance, (iii) description of the circumstances, (iv) description of any remedial actions, and (v) other information the fairness coordinator deems relevant. The report must refer to any provision of this policy that was violated or applicable civil rights laws the discrimination violated. The report must reach one of the following conclusions:

a. Discrimination or noncompliance occurred and/or an accommodation is required.

b. The complaint is unfounded and/or the city provided a reasonable accommodation and/or an accommodation would cause an undue hardship for the city.

c. Currently available information is insufficient to conclude that either (i) discrimination or noncompliance occurred, or (ii) the complaint was unfounded.

6. When completed, the report shall be submitted to the city manager. If there is a finding of a violation, the city manager will take action to address the discrimination or noncompliance.

7. The report, together with information about any action the city manager took under subsection 16.B.6 shall be submitted to appropriate federal or state agencies as required by applicable civil rights laws or other requirements (e.g., grant contract provisions).

8. Copies of complaints, reports and associated materials shall be maintained by the fairness coordinator or city clerk in accordance with the city's records retention policies for at least 6 years.

§16 – Review and Evaluation. The fairness coordinator shall, with any needed assistance from any other city department heads or officers and other persons designated by the city manager, administer this policy.

A. The fairness coordinator will annually compile from information provided by city departments and other sources statistical and other data needed to evaluate compliance with this policy, applicable civil rights laws, and any grant or other requirements.

B. The city has no special emphasis programs; diversity, equity or inclusion standards, goals, or mandates. The city seeks only to meet the goals of this policy and enforce its requirements.

C. The fairness coordinator will annually communicate with departments receiving federal assistance to (i) review compliance with this policy and with grant or other federal assistance agreements, and (ii) prepare and timely submit any required reports including those required under those related requirements.

D. The city's Human Resources department will disseminate this policy to all departments and ensure it is posted on the city's intranet and internet websites.

§17 – Dissemination. A copy of this policy is posted on or linked to the city's website: <https://wyomingmi.gov>. A copy can be requested at the city clerk's office during normal city business hours or by written request sent to:

City of Wyoming
ATTN: Human Resources Department
1155 28th St SW
Wyoming, MI 49509-0905
Phone: (616) 530-3173
Fax: (616) 261-7103
E-mail: hr_fax@wyomingmi.gov

A copy has been provided to all city personnel via hard copy and is posted on the city's intranet. Copies will be provided to any individual, entity or agency who requests a copy.

John Shay, City Manager

Date

**CITY OF WYOMING, MICHIGAN
FAIR TREATMENT COMPLAINT FORM**

The City of Wyoming has a Fair Treatment Policy accessible at <https://wyomingmi.gov> or by contacting the City Clerk at (616) 530-7296. Complaints alleging violations of that policy or illegal discrimination under applicable federal and state civil rights laws can be made either by completing and submitting this form or by filing a written letter or other document that provides the same information.

Complaints must be filed within 182 days of the alleged discrimination or other noncompliance with the Fair Treatment Policy. If you could not reasonably have known the act or incident violated that policy within 182 days, you have 60 days after you became aware of it to file your complaint.

If you need assistance completing this form, please contact the Human Resources Department by phone at (616) 530-3173 or via e-mail at hr_fax@wyomingmi.gov.

Complainant's name: _____

Complainant's address:

Street Address

City

State

Zip

Cell or Phone #: _____

E-mail address: _____

Information about person affected by discrimination or violation(s) of the Wyoming Fair Treatment Policy.

Affected person's name (if different than Complainant) & relationship to Complainant (e.g., child, spouse, client, etc.):

Address: _____

Street Address

City

State

Zip

Cell or Phone #: _____

E-mail address: _____

What is the relationship of the complainant to the affected person? _____

What city officer, employee or body or what city contractor was involved in the discrimination or policy violation?

On what date(s) did the violation occur? (Be sure to state the most recent date.)

Indicate below the basis on which you believe the discriminatory or noncompliant actions were taken.

Race

National Origin

Source of Income

Color

Religion

Sex or Gender

Sexual Orientation

Marital Status

Familial Status

Disability

Age

Gender identity or expression

Height or Weight

Language

Other reason prohibited by law

Explain: Please explain as clearly as possible what happened. Include the name(s) and contact information (address, cell #, e-mail address) of witness(es) and others involved in the alleged discrimination or policy violation. Attach additional sheets if necessary and provide a copy of any written material pertaining to your case.

I attest that the statements in this complaint are true and accurate to the best of my knowledge.

When completed, submit to:

Wyoming Human Resources

1155 28th St SW

Wyoming, MI 49509-0905

Phone: (616) 530-3173

Fax: (616) 261-7103

E-mail: hr_fax@wyomingmi.gov

Date signed: _____, _____

**CITY OF WYOMING, MICHIGAN
Accommodation Request**

Please complete this form to the best of your ability and provide it to the City of Wyoming Fairness Coordinator. This form initiates the investigation and evaluation of your request for accommodation. You will have the opportunity to submit additional information about your accommodation request.

Name: _____ Phone Number: _____

Preferred contact method: phone email text USPS mail

Please explain why you are requesting an accommodation: _____

Please identify any specific accommodations that you would like us to consider: _____

Please indicate the specific event or date/time you are requesting the accommodation for: _____

Signature: _____ Date: _____

CITY PERSONNEL ONLY

Department: _____ Position or Job Title: _____

Department Head: _____ Immediate Supervisor: _____

If your request is based on a medical condition, include a detailed explanation of the medical condition. Please note that you may be required to submit a Medical Verification Form if your request is based on a medical condition.

FAIRNESS COORDINATOR DESIGNATION(S)

As the Wyoming City Manager, I designate the following to serve as Fairness Coordinators under the City's Fair Treatment Policy:

- A. For public inquiries, the deputy city manager, or the deputy city manager's designee.
- B. For public or other outside inquiries regarding police or fire, the director of public safety or the public safety director's designees. Inquiries regarding the Department of Public Safety will be handled pursuant its policies and procedures, which may or may not include an internal affairs investigation.
- C. For City employees and contractor inquiries, the human resources department director or the human resources department director's designee.

John Shay, City Manager

April __, 2025

EMPLOYEE RECEIPT

I have received and read the City of Wyoming Fair Treatment Policy.

I acknowledge I must comply with the Fair Treatment Policy and consequences for noncompliance are the same as for noncompliance with other policies.

I understand that if I have any questions about the Fair Treatment Policy, its implementation, or what it requires of me, I should ask my supervisor.

I understand the City of Wyoming can modify the Fair Treatment Policy at any time.

I understand that, during any work for the City of Wyoming, I am expected to act in a professional manner, and to treat all persons with fairness, impartiality, courtesy, dignity, and respect.

Employee signature: _____ Date signed: _____, _____

Employee's name printed: _____



Local Government Approval For On-Premises Tasting Room Permit
(Authorized by MCL 436.1536)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new On-Premises Tasting Room Permit application.

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 _____ meeting of the _____ council/board
(regular or special) (name of township, city, village)
called to order by _____ on _____ at _____
the following resolution was offered: (date) (time)
Moved by _____ and supported by _____
that the application from _____
(name of applicant - if a corporation or limited liability company, please state the company name)

for a **NEW ON-PREMISES TASTING ROOM PERMIT**

to be located at: _____

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 _____
council/board at a _____ meeting held on _____ (name of township, city, village)
(regular or special) (date)

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 deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax to: 517-763-0059

STAFF REPORT

Date: April 2, 2025

Subject: On-Premises Tasting Room Permit
Southern Smoke, LLC, 4023 Division Ave S

From: Evan Remer

Council Meeting Date: April 7, 2025

Southern Smoke, LLC has applied for an On-Premises Tasting Room Permit for an existing business located at 4023 Division Ave S. An On-Premises Tasting Room Permit is not a quota-based license. The Southern Smoke restaurant has operated under a general business license in good standing with the City of Wyoming for nearly five 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): SOUTHERN SMOKE, LLC	PROPOSED LICENSE LOCATION: 4023 DIVISION AVENUE S
LICENSE TYPE: ON-PREMISES TASTING ROOM PERMIT	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 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?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No



Kimberly S. Koster, Police Chief

Date: 03/03/2025

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): SOUTHERN SMOKE, LLC	PROPOSED LICENSE LOCATION: 4023 DIVISION AVENUE S
LICENSE TYPE: ON-PREMISES TASTING ROOM PERMIT	

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:

None.

(Explain recommendation for denial)

Neal Hoff

2/12/25

Development Review Team

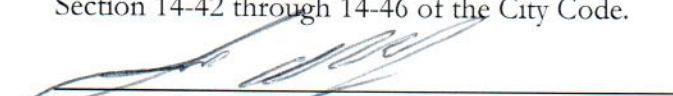
Date: _____

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): SOUTHERN SMOKE, LLC	PROPOSED LICENSE LOCATION: 4023 DIVISION AVENUE S
LICENSE TYPE: ON-PREMISES TASTING ROOM PERMIT	

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 IS NOT in compliance with Section 14-42 through 14-46 of the City Code.



Lew Manley, Building Official

Date: 1/21/2025

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): SOUTHERN SMOKE, LLC	PROPOSED LICENSE LOCATION: 4023 DIVISION AVENUE S
LICENSE TYPE: ON-PREMISES TASTING ROOM PERMIT	

CITY TREASURER

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

Yes No

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

4-50-93-997-826 \$239.99-2024 Winter tax due 2/14/25
48749 Utility water/sewer acct \$1,425.63 due 1/2/25

Traci Shaffer
Traci Shaffer, Treasurer

Date: 12-18-2024

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE MEDC
GRANT AGREEMENT FOR APPROPRIATED FUNDS FOR 52nd AND 56th STREETS
NON-MOTORIZED TRAIL IMPROVEMENTS

WHEREAS:

1. On July 24, 2024, Governor Whitmer signed 2024 PA 121 that is the state's general appropriations act for its 2024-25 fiscal year, subsection 1053(a) of which includes \$3,000,000 appropriation for Wyoming's non-motorized trail.
2. This was the cumulation of efforts initiated by and pursued by Representative Fitzgerald and Senate Majority Leader Brinks.
3. The Michigan Economic Development Corporation (MEDC) is responsible for distribution of those funds and has provided a grant agreement to ensure they are appropriately used and accounted for.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Wyoming expresses its appreciation for the state appropriation and for the significant efforts of Senator Winnie Brinks and Representative John Fitzgerald in recognizing the nature and value of non-motorized trail improvements on 52nd and 56th Streets and providing funding vital to bringing that project to fruition.
2. The agreement for the Michigan Economic Development Corporation Grant with the City of Wyoming, MEDC Case – 431555, is approved, the City Manager is authorized and directed to sign it for the city, and all city officers and employees are authorized and direct to implement it according to its terms.
3. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
MEDC Contract

Resolution No. _____

Staff Report

Date: April 1, 2025

Subject: MEDC and LEO Grant Agreements for City of Wyoming Projects

From: John Shay, City Manager

CC: Aaron Vis, Director of Public Works
Krashawn Martin, Director of Parks and Recreation

Meeting Date: April 7, 2025

RECOMMENDATION

Approve the resolutions approving and authorizing the City Manager to Sign the MEDC Grant Agreement for State Appropriated Funds for 52nd and 56th Non-Motorized Trails and Sign the LEO Grant Agreement for State Appropriated Funds Veterans Park.

ALIGNMENT WITH STRATEGIC PLAN

- A. PILLAR 1 – Community
 - o GOAL 3 – Enhance community engagement and recreational opportunities for our residents.
- B. PILLAR 3 – Stewardship
 - o GOAL 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION

The state funds provide a source of funding for two projects in Wyoming:

1. Modernizing of a non-motorized trail network on 52nd and 56th Streets (\$3,000,000) – This funding combined with other state funding will pay for significant portions of the visionary improvements to these corridors. This work is included in the Capital Improvement Plan. The Michigan Economic Development Corporation (MEDC) is responsible for the distribution of these funds.
2. Improvements to Wyoming’s Veterans Park (\$500,000) – This funding will pay for significant improvements to the park, including the repair of the brick wall and concrete caps and landscape enhancements. The Department of Labor and Economic Opportunity (LEO) is responsible for the distribution of these funds.

The MEDC and LEO distribute the appropriated funds using grant agreements to ensure the funds are appropriately used and accounted for. As with most such agreements, a failure to comply with its terms could result in repayment of the funds. There are also provisions allowing the state to audit compliance with its terms.

The resolution approves the agreement and authorizes the City Manager to sign it for the city.

ATTACHMENTS

Resolutions
MEDC Contract
LEO Contract

###

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
GRANT WITH
CITY OF WYOMING**

THIS GRANT AGREEMENT (“Agreement”) is between the Michigan Economic Development Corporation (“MEDC”), whose address is 300 North Washington Square, Lansing, Michigan 48913, and City of Wyoming, a Michigan municipality (“Grantee”), whose address and principal office is 1155 28th Street SW, Wyoming, Michigan 49509. As used in this Agreement, the MEDC and Grantee are, individually, a “Party” and, collectively, the “Parties”.

ARTICLE I

GRANT

Section 1.1 Grant Amount and Term.

- (a) Grant Amount. The MEDC agrees to disburse to Grantee a sum not to exceed Three Million Dollars (\$3,000,000.00) (the “Grant” or “Grant Funds”). This Agreement does not commit the MEDC to approve requests for additional funds during or beyond the Term.
- (b) Grant Term.

Starting Date: October 1, 2024

Ending Date: September 30, 2029

The term of this Agreement (“Term”) shall commence on the Starting Date and shall end pursuant to Section 2.11.

Section 1.2 Grant Commitment. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of Grantee set forth in this Agreement, the MEDC agrees to make, and Grantee agrees to accept, the Grant.

Section 1.3 Grant Manager. The MEDC shall designate a Grant Manager to administer this Agreement and monitor the performance of Grantee and Grant Disbursements under this Agreement. The Grant Manager may be changed at the discretion of the MEDC. The initial Grant Manager is Kristyn Blackmer, whose email address is blackmerk1@michigan.org.

Section 1.4 Grantee Duties. In addition to all other obligations under this Agreement, Grantee agrees to adhere to all of the following through the Term:

- (a) Nature of Grant. Grantee shall use Grant Funds for Eligible Costs for a trail infrastructure project within the City of Wyoming (the “Grant Activities”).
- (b) Supporting Documentation. Grantee shall provide relevant supporting documentation related to the expenditure of Grant Funds at Grant Manager’s request.
- (c) Reporting Requirements. Grantee shall provide all necessary quarterly reporting documentation, in form and substance as required by the Grant Manager, all to the satisfaction of the Grant Manager. Quarterly reporting shall include, at a minimum, a written status of the Grant Activities and an accounting of all Grant Funds expended on Grant Activities during that quarter. Reports must be submitted by the following dates

each year through the Term. These dates may be modified at the sole discretion of the Grant Manager, notice of which shall be provided to Grantee:

- (i) April 15: January 1 – March 31 quarter
- (ii) July 15: April 1 – June 30 quarter
- (iii) October 15: July 1 – September 30 quarter
- (iv) January 15: October 1 – December 31 quarter

- (d) **Reasonable and Necessary.** Grantee shall ensure the services, supplies, and/or materials identified in Grantee’s Budget are necessary to accomplishing the Grant Activities and the amount paid for such services, supplies, and/or materials will not exceed the amount ordinarily paid for such services, supplies, or materials in the area where the services are rendered, or the supplies or materials are furnished.
- (e) **Interest Bearing Accounts.** Although prohibited by this Agreement pursuant to Section 1.5(a), in the event Grant Funds are deposited into an interest-bearing account, Grantee shall repay to the MEDC or the Michigan Department of Treasury, as determined by the MEDC, any interest in excess of \$1,000.00 earned on Grant Funds. Grantee shall notify Grant Manager of its total excess interest as part of its final Reimbursement Request. The Grant Manager shall provide instructions for repayment.
- (f) **Exhibits.** The following documents are incorporated by reference as binding obligations, terms, and conditions of this Agreement.
 - (i) Exhibit A: Grantee’s Budget
 - (ii) Exhibit B: Legislative Sponsorship Letter

In the event of any inconsistency between the body of this Agreement and any Exhibit, the body of this Agreement shall control.

- (g) **Project Budget.** All Grant Funds must be spent on (or reimbursed for) costs that meet all of the following requirements: (i) incurred on or after July 24, 2024, directly related to the Grant Activities; (ii) related to a public purpose that serves the economic prosperity, health, safety, or general welfare of the residents of the State of Michigan; and (iii) spent in accordance with Grantee’s Budget, attached as Exhibit A to this Agreement (“Eligible Costs”). Grantee may reallocate cumulatively up to ten percent (10%) of the total Grant Funds between existing categories without prior written approval of the Grant Manager. Reallocations cumulatively greater than ten percent (10%) of the total Grant Funds are only allowed upon review and written approval by the Grant Manager. The addition of any Budget category requires review and written approval by the Grant Manager.

Section 1.5 Grant Disbursement. Subject to the terms and conditions of this Agreement, including the absence of a Default (meaning an event which, with the giving of notice or passage of time or both, would constitute an Event of Default), or Event of Default, payment of the Grant by the MEDC shall be made to Grantee as follows:

- (a) **Vendor Registration.** To receive payments under this Agreement, Grantee must register as a vendor with the State. All required payments will be made via electronic funds transfer. Grantee must register the account at the State Integrated Governmental Management Applications (“SIGMA”) Vendor Self Service (“VSS”) website

(www.michigan.gov/VSSLogin). All Grant Funds must be deposited into a segregated non-interest-bearing account.

(b) **Disbursement Schedule.** The Grant shall be disbursed in multiple tranches (“Grant Disbursement(s)”). The MEDC’s obligation to fund any portion of the Grant during the Term is subject to Grantee’s satisfaction of the requirements of this Agreement, including, without limitation, satisfaction of all Reimbursement Request requirements, and also MEDC approval of all previous Reimbursement Requests. The Grant Manager shall provide submission instructions for Reimbursement Requests.

(i) **Initial Payment.** An initial 25% disbursement of the total Grant Funds shall be made within thirty days of full execution of this Agreement (the “Initial Payment”). Additional funds shall only be disbursed after MEDC satisfaction that the Initial Payment has been expended, in full, in accordance with this Agreement, including providing supporting documentation. The Initial Payment must be expended on Eligible Costs directly related to the Grant Activities.

(ii) **Subsequent Reimbursement Requests.** The remaining 75% of Grant Funds shall be disbursed to Grantee on a reimbursement basis subject to all of the following requirements (each a “Reimbursement Request”):

A. Section 1.5(b)(i) is satisfied;

B. Grantee may only submit one Reimbursement Request per quarter;

C. To the extent reimbursement is requested for that particular quarter, Reimbursement Requests are due on or before the following dates each quarter:

1. April 15
2. July 15
3. October 15
4. January 15

D. Reimbursement Requests must be in form and substance agreed upon by the Grant Manager;

E. Reimbursement Requests shall only be for Eligible Costs incurred on or after July 24, 2024;

F. All Reimbursement Requests shall include supporting documentation demonstrating that the costs for which reimbursement are requested have been appropriately expended in accordance with this Agreement. Supporting documentation may include invoices, accounting ledgers, and/or other documentation as approved by the Grant Manager;

G. Grantee has not already received reimbursement for those particular costs, or the total Grant amount; and

H. Grantee’s supporting documentation may be subject to a final audit prior to the release of the final payment.

- (c) **Grant Manager Review**. The Grant Manager reviews Reimbursement Request(s) and determines Grantee's compliance with such requests. The Grant Manager shall, within forty-five (45) business days, do one or more of the following:
- (i) request to review Grantee's records, request additional information, or request a site visit, or any combination thereof, all of which shall be determined in the sole discretion of the Grant Manager. Grantee shall comply with the written request within thirty (30) business days, to the satisfaction of the Grant Manager, or the Grant Manager shall reject the Reimbursement Request in the manner provided in Section 1.5(c)(ii).
 - (ii) provide a reason, in writing, for an impending rejection of the Reimbursement Request, which may be based on one or more of the following: (A) the failure of Grantee to demonstrate achievement of expenditure of Eligible Costs, (B) there is an outstanding Default or Event of Default, or (C) Grantee is otherwise not in compliance with this Agreement, and Grantee shall have thirty (30) business days from the date of the written reason to respond.
 - (iii) approve the Reimbursement Request, provided there is no Default or Event of Default, Grantee is otherwise in compliance with this Agreement, and Grantee has achieved all of the Reimbursement Request requirements to the satisfaction of the Grant Manager.

If after receipt of a Reimbursement Request the Grant Manager requests to review Grantee records, requests additional information or otherwise conducts a site visit, the Grant Manager shall take the action set forth in Section 1.5(c)(ii) or Section 1.5(c)(iii), within an additional forty-five (45) business days of the last to occur of: (i) the date Grantee provides the requested records and requested additional information or (ii) the date the Grant Manager completes the site visit.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF GRANTEE

Section 2.1 Relationship of Parties.

- (a) An employment relationship is not established between the MEDC and Grantee or any of its employees or agents as a result of this Agreement.
- (b) Grantee will achieve the results specified in this Agreement free from the direction and/or control of the MEDC as to means and methods of performance.
- (c) The MEDC is not responsible for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Grantee or its employees. Grantee assumes full responsibility for the provision of all such insurance coverage and fringe benefits for itself and its employees.

Section 2.2 Access to Records. During the Term, and for seven (7) years after the termination of this Agreement, Grantee shall maintain reasonable records related to this Agreement. Additionally, Grantee shall permit the MEDC to visit Grantee, and any other location where books and records of Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant Funds. At such visits, Grantee shall permit any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances, and accounts of Grantee related to this Agreement with its officers, employees, or agents. The MEDC shall have the right to remove, photocopy, photograph, or otherwise record in any way any part of such books and records with the prior written consent of Grantee, which consent shall not be unreasonably withheld.

Section 2.3 MEDC Employees. Grantee will not hire any employee of the MEDC to perform any services covered by this Agreement without prior written approval from the Chief Executive Officer of the MEDC.

Section 2.4 Conflict of Interest. Grantee affirms that neither Grantee nor its affiliates or their employees has, shall have, or shall acquire any contractual, financial business, or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

Section 2.5 Indemnification and Grantee Liability Insurance. To the extent permitted by law, Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its corporate board of directors, its officers, agents, and employees (the "Indemnified Persons") from any damages that it may sustain through the negligence of Grantee pertaining to the performance of this Agreement.

Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of Grantee's operations; however, Grantee's indemnification obligation shall not be limited to the limits of liability imposed under Grantee's insurance policies. Grantee will provide and maintain its own general liability, property damage, and Worker's Compensation insurance. The insurance shall be written for not less than any limits of liability required by law for Grantee's obligation for indemnification under this Agreement.

Section 2.6 Assignment, Transfer, and Subcontracting.

- (a) **Assignment and Transfer.** Grantee shall not assign, transfer, convey or otherwise dispose of any duties or rights under this Agreement without the prior signed written consent of the MEDC. If approved, such assignment or transfer shall be memorialized in a signed written instrument between the Parties and the assignee. Further, any future successors of Grantee shall be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a signed written consent.
- (b) **Subcontracting.** The MEDC reserves the right to require Grantee to replace subcontractors who perform any work in furtherance of the Grant Activities that are found to be unacceptable. Grantee shall endeavor to ensure all subcontractors related to the Grant Activities are in good standing with the State prior to hiring such entity or individual.

Section 2.7 Compliance with Laws. Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees, or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits, or other governmental authorizations necessary to carry out its duties under this Agreement.

Section 2.8 Organization. Grantee affirms it is a local unit of government, public authority or other political instrumentality as authority by law, an institution of higher education, other state department, or an entity registered with the Michigan Department of Licensing and Regulatory Affairs or the Michigan Department of Attorney General that has been in existence for at least twelve months preceding July 24, 2024, or can demonstrate, through state or federal tax filings or other state or federal government records that it has been in existence for at least twelve months preceding July 24, 2024.

Section 2.9 Legislative Sponsorship Letter. Grantee shall substantially comply with the project scope identified in Exhibit B – Legislative Sponsorship Letter. In the event of any inconsistencies between the body of this Agreement and Exhibit B, the body of this Agreement shall control.

Section 2.10 Termination. This Agreement shall terminate upon the earliest of the following:

- (a) The Ending Date.
- (b) Thirty (30) calendar days after the final disbursement of the total Grant Funds is sent to Grantee by the MEDC.
- (c) Termination by the MEDC:
 - i. By giving thirty (30) calendar days prior written notice to Grantee in the event of fraudulent or other egregious behavior, or any other circumstances directly relating to Grantee or the Grant Activities not otherwise covered by Section 3.1 of this Agreement, which would in the judgment of the MEDC Chief Executive Officer, reflect unfavorably on the State of Michigan if the Agreement were not terminated; or
 - ii. In the event that the Legislature of the State of Michigan the State Government, or any State official, commission, authority, body, or employee or the federal government (A) takes any legislative or administrative action which fails to provide, terminates, or reduces the funding necessary for this Agreement; or (B) takes any

legislative or administrative action, which is unrelated to the source of funding for the Agreement, but affects the MEDC's ability to fund and administer this Agreement and other MEDC programs. Provided, however, that in the event such action results in an immediate absence or termination of funding, termination may be made effective immediately upon delivery of notice to Grantee; or

iii. Pursuant to Article III of this Agreement.

(d) Mutual agreement reduced to writing and signed by both Parties' authorized signers.

Upon termination pursuant to Section 2.11(c) no additional Grant funds shall be paid by MEDC to Grantee regardless of Grantee's previous compliance with this Agreement.

ARTICLE III

DEFAULTS AND REMEDIES

Section 3.1 Events of Default. The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC:

- (a) any representation, covenant, certification, or warranty made by Grantee shall prove incorrect at the time that such representation, covenant, certification, or warranty was made in any material respect;
- (b) Grantee's failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of Grantee's assets, which receiver or custodian is not discharged within sixty (60) calendar days of such appointment;
- (c) any voluntary bankruptcy or insolvency proceedings are commenced by Grantee;
- (d) any involuntary bankruptcy or insolvency proceedings are commenced against Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof;
- (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of Grantee, which is not removed within sixty (60) calendar days;
- (f) Grantee's failure to comply with any obligations or duties contained herein, including complying with all reporting requirements; and/or
- (g) Grantee's misuse of Grant funds under this Agreement.

Section 3.2 Available Remedies. Upon the occurrence, and during the continuance of, an Event of Default:

- (a) The MEDC may immediately, and without prior notice, discontinue making any Grant Disbursement to Grantee until such time the MEDC is satisfied that the Event of Default no longer exists.
- (b) The MEDC may terminate this Agreement immediately upon notice to Grantee.

- (c) Grantee shall repay the MEDC all Grant Disbursements previously disbursed under this Agreement which have not yet been expended on Grant Activities. Notwithstanding, the MEDC reserves the right to require full repayment in the event of Grantee's material breach of this Agreement, including without limitation, failure to comply with reporting requirements and/or misuse of funds.

Section 3.3 Other Suspension. In the event the MEDC becomes aware of an occurrence which, with the giving of notice of passage or time, or both, would constitute an Event of Default (a "Default"), the MEDC may immediately and without prior notice suspend making any Grant Disbursements, until such time the MEDC is satisfied otherwise. Grantee shall cooperate upon the request of the Grant Manager to provide additional information regarding the aforementioned event or circumstance.

Section 3.4 Treasury Claw-Back. Notwithstanding anything to the contrary, pursuant Section 222(4)(e) of Public Act 121 of 2024, the Michigan Department of Treasury, through the MEDC or any other designee, shall have the right to recoup or otherwise collect any funds it determines are declined, unspent, or otherwise misused.

No remedy is intended to be the sole and exclusive remedy in case any Event of Default shall occur. Each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Notices. Any notice or other communication under this Agreement shall be in writing and sent by e-mail, or fax, or first-class mail, postage prepaid, or by courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses, fax numbers or e-mail accounts, and shall be deemed delivered: (a) one business day after an e-mail, fax, or courier delivery or (b) two business days after a mailing date.

Section 4.2 Entire Agreement. This Agreement, together with the Exhibits, sets forth the entire agreement of the Parties, with respect to the subject matter of this Agreement, and supersedes all prior agreements, understandings, and communications, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed except by mutual agreement of the Parties reduced to writing and signed.

Section 4.3 Counterparts; Facsimile/Pdf Signatures. This Agreement may be signed in counterparts and delivered by fax or in .pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

Section 4.4 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 4.5 Governing Law. This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Section 4.6 Jurisdiction and Venue. In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim; (a) that it is not subject to the jurisdiction of such court; (b) that the action is brought in an inconvenient forum; (c) that the venue of the suit, action, or other proceeding is improper; or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

Section 4.7 Severability. All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

Section 4.8 Survival. The terms and conditions of Sections 1.3, 2.1, 2.2, 2.5, 2.6, Article III, and Article IV shall survive termination of this Agreement.

(remainder of page intentionally left blank)

The signatories below warrant that they are either the Chief Executive Officer or other executive officer of the respective Party and are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE: City of Wyoming

Dated: _____

By: John Shay
Its: City Manager

MEDC ACCEPTANCE: Michigan Economic Development Corporation

Dated: _____

By: Linda Ascitutto
Its: Chief General Counsel

EXHIBIT A
GRANTEE'S BUDGET

1. Grantee: City of Wyoming		2. Project Title Non-Motorized Trail			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Other:	e.g. non-motorized trail design and construction	\$3,000,000			\$3,000,000
Total		\$3,000,000	\$ -	\$ -	\$ 3,000,000.00

EXHIBIT B

LEGISLATIVE SPONSORSHIP LETTER



83RD DISTRICT
STATE CAPITOL
P.O. BOX 30014
LANSING, MI 48909-7514

MICHIGAN HOUSE OF REPRESENTATIVES

PHONE: (517) 373-0835
FAX: (517) 373-9876
JohnFitzgerald@house.mi.gov

JOHN FITZGERALD

STATE REPRESENTATIVE

December 2, 2024

Jennifer L. Flood
State Budget Director
111 South Capitol Avenue
Lansing, MI 48912

Director Nicole Hofert
Economic Development
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Dear Director:

SUBJECT: Legislative Sponsorship of Public Act 121 of
2024 Community Enhancement Grant.

In accordance with Public Act 121 of 2024, Article 9,
Section 1053(a), I am pleased to sponsor the grant
identified below and I certify that this grant is for a public
purpose. The following information summarizes the grant
we are sponsoring:

GRANT SUMMARY	
Grant Recipient:	Wyoming non-motorized trail
Grant Amount:	\$3 million
Boilerplate Section: Authorizing Grant	Article 9 Sec. 1053(a) page 103 of Public Act 121
Boilerplate Language:	(\$3 million) From the funds appropriated in part 1 for community enhancement grants, the department shall allocate \$3 million to the City of Wyoming for the non-motorized trail improvements that is headquartered in Kent County with a population of 659,000 according to the most recent federal decennial census.
Public Purpose:	\$3 million for improvements to the trail. Funding under this subdivision must be used by the city for enhancement purposes.



83RD DISTRICT
STATE CAPITOL
P.O. BOX 30014
LANSING, MI 48909-7514

MICHIGAN HOUSE OF REPRESENTATIVES

JOHN FITZGERALD
STATE REPRESENTATIVE

PHONE: (517) 373-0835
FAX: (517) 373-9876
JohnFitzgerald@house.mi.gov

Please see attachments for completed grant application form and grant project budget which provide additional detail and contact information for the grant recipient. My office is available for questions should they arise.

Best,

A handwritten signature in black ink that reads "John Fitzgerald".

John Fitzgerald
State Representative
House District 83

A handwritten signature in black ink that reads "Winnie Brinks".

Winnie Brinks
Senate Majority Leader
29th Senate District

Key Information for Grantees

PA 121 of 2024, the FY25 Michigan budget and FY24 supplemental, includes funding for special grants intended for a single recipient. The budget includes language (called boilerplate) that provides a description of the project as well as certain requirements that all projects must comply with. Boilerplate language is binding and all projects must comply with the rules and regulations contained in the language.

You can find the budget bill [here](#). Transparency boilerplate was included in all department budgets and the FY24 supplemental.

Important information to note:

- The attached application will be used to develop and execute a grant agreement between each grantee and the relevant department. Grantees should work with their Legislative Sponsor to return the following application form to the State Budget Office.
- All applications must be submitted and legislative sponsors identified no later than December 13, 2024 pursuant to boilerplate.
- Eligible grantees include: units of local government, public authorities or other political instrumentalities, institutions of higher education, other state departments, entities registered with the department of licensing and regulatory affairs (LARA) or the department of attorney general (AG) that have been in existence for at least 12 months, or other entities that can demonstrate through tax filings or government records that they have been in existence for at least 12 months.
 - To check registration with LARA, check [here](https://cofs.lara.state.mi.us/SearchApi/Search/Search):
<https://cofs.lara.state.mi.us/SearchApi/Search/Search>
 - To check registration with AG, check [here](https://www.ag.state.mi.us/CharitableTrust/frmDisclaimer.aspx):
<https://www.ag.state.mi.us/CharitableTrust/frmDisclaimer.aspx>
- Please ensure primary grant contact on the application is the fiduciary contact for the project.
- If the attached application is incomplete or missing information, grant processing may be delayed.
- To receive funds, all organizations must be registered in the State of Michigan SIGMA Vendor Self-Service (VSS) System. More information about registering for VSS can be found [here](#).
- Within 60 days of an executed grant agreement, an initial disbursement of up to 50% will be provided to the grantee. Please note, a 50% initial payment is not guaranteed nor required, and any advanced payments may be subject to additional approvals from the Office of Financial Management pursuant to the Financial Management Guide of the State of Michigan. (Defined terms and conditions are included in the grant agreement).

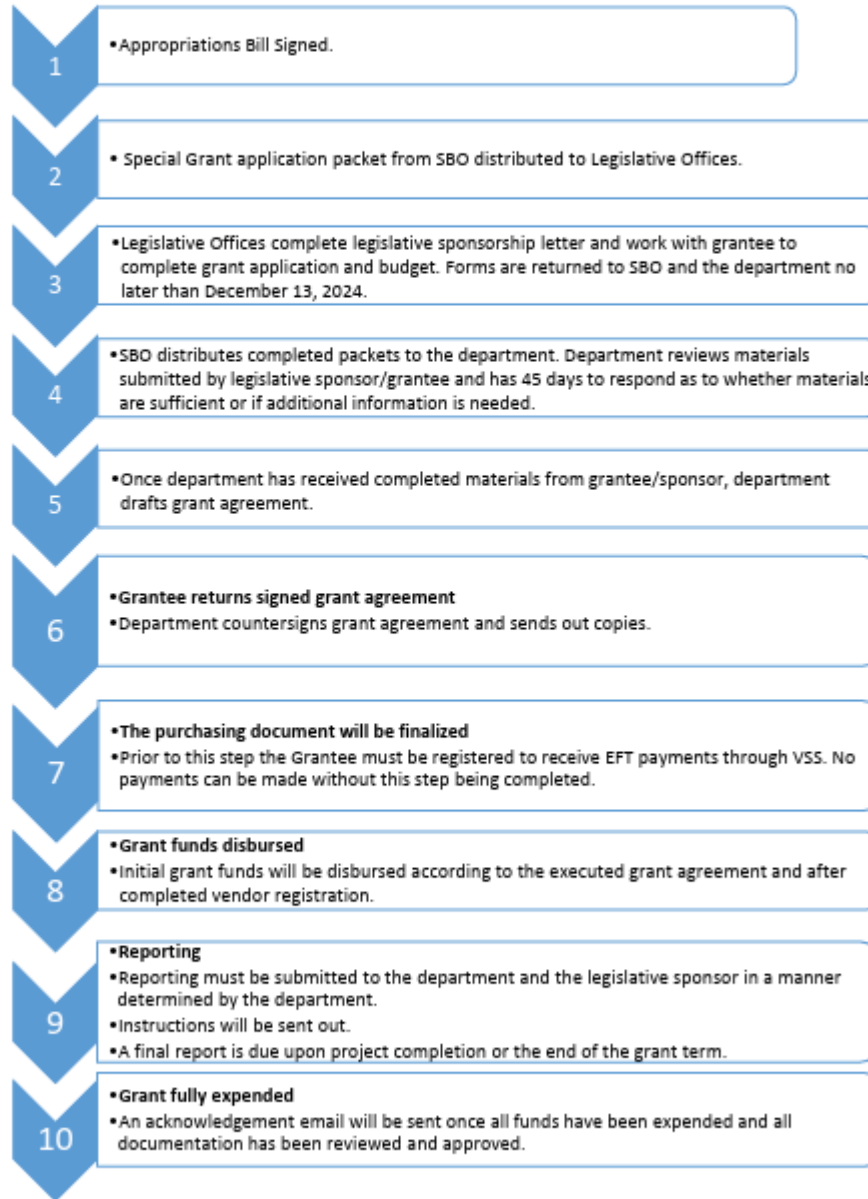
- After the initial disbursement, additional funds will be disbursed on a reimbursement basis after verification that previous funds were expended in accordance with the project purpose.
- There is no requirement to have match funds for the grant.
- The grant cannot be increased or deviated from the boilerplate language.
- Grant funds can only be used for expenditures that occur on or after the effective date of the appropriations act unless otherwise specified in department policy.
- Any interest over \$1,000 earned on grant funds, while in the possession of the grantee, must be returned to the State of Michigan.
- Any questions that arise prior to submitting a grant application should be directed to the Grantee's Legislative Sponsor.
- Any questions that arise after submitting a grant application should be directed to the department.
- For timing and next steps, please review the attached process document.

Completed application materials can be submitted to:

DTMB-SBOGrantForms@michigan.gov

Special Grant Process

This process flow is a general guideline; some projects will differ. Please feel free to contact us at any time if you have questions or concerns related to the process or the specifics of your grant.



Special Grant Application Form

Official Grantee:

Grantee Full Address:

Grantee Primary Contact:

Phone: Email:

Legislative Sponsor(s): Appropriated Amount:

Questions for Legislative Sponsor

1. Is the legislative sponsor and/or any family members of the legislative sponsor associated with this organization? (Ex: board member, employee, financial donor, etc.)

If so, please explain:

2. Does this grant comply with the provisions of Article IV, §10 of the Michigan Constitution and PA 318 of 1968, MCL 15.301 to 15.310?

Questions for Official Grantee

1. Is the grantee a unit of local government, public authority or other political instrumentality as authorized by law, institution of higher education, or other state department?

2. If no, is the entity registered with the department of licensing and regulatory affairs or the department of attorney general and been in existence for at least the 12 months preceding the effective date of this act?

3. If the answers to #1 and #2 are no, does the grantee have other state or federal tax filings or other government records that demonstrate the grantee has been in existence for at least the 12 months preceding the effective date of this act?

If yes, please attach any relevant records.

4. Please describe the public purpose of the project, demonstrating it is consistent with language authorizing grant in PA 121 of 2024. Please provide additional explanation that gives more detail than is currently contained in the boilerplate language.

This award is for the City of Wyoming's non-motorized trail that is headquartered in Kent County with a population of 659,000. The award will fund improvements to the trails on 52nd and 56th Streets.

*Grantees can check registration with LARA [here](#) and with AG [here](#).

5. Fill out the anticipated dollar amount for each respective category of the budget, using the excel budget form provided. Please note the general administrative expense cannot exceed 10% of the grant amount.

6. Anticipated time-frame for each cost identified in the budget (this will reflect the period of the grant).

Project is expected to be completed by December 2029

7. I acknowledge that the boilerplate language related to this grant has been read and confirm that all requirements for the grantee and project comply with the boilerplate language pertaining to this grant. (Sign to acknowledge)

Nicole Hofert

8. I acknowledge that I will be required to submit progress reports and a final report including:

- i. A summary of the Grant Activities performed over the period determined by the department;
- ii. An accounting of Grantee's actual expenditure of all funds on the Project over the period determined by the department, including the breakdown of Grantee's actual use of Grant funds on the Project within each applicable category of the Budget, and corresponding copies of supporting documentation of such expenditures, such as receipts, general ledgers, or other evidence of expenditure activity statements; the Grantee's estimated percentage of completion of the Project; and
- iii. Any other information deemed relevant by Grantee to support the Grant Activities actually performed.

9. Identify authorized signer(s) for Grant Agreement.

John Shay, City Manager

10. Please be advised any portion of the grant funds paid to grantee and not spent or not spent in accordance with the grant agreement must be returned to the department.

NOTICE:

This Grant Application Form is not a legally binding agreement and should not be viewed as such. Moreover, the Grant Application Form does not embody all of the terms and conditions of the grant agreement and neither the department nor the grantee will be bound until there is an executed grant agreement that sets forth all the terms and conditions.

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE LEO
GRANT AGREEMENT FOR APPROPRIATED FUNDS FOR VETERANS PARK IMPROVEMENTS

WHEREAS:

1. On July 24, 2024, Governor Whitmer signed 2024 PA 121 that is the state's general appropriations act for its 2024-25 fiscal year, subsection 1050(a) of which includes \$500,000 appropriation for Wyoming's Veterans Park improvements.
2. This was the cumulation of efforts initiated by and pursued by Representative Fitzgerald and Senate Majority Leader Brinks.
3. The Department of Labor and Economic Opportunity (LEO) is responsible for distribution of those funds and has provided a grant agreement to ensure they are appropriately used and accounted for.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Wyoming expresses its appreciation for the state appropriation and for the significant efforts of Senator Winnie Brinks and Representative John Fitzgerald in recognizing the nature and value of improvements to the Veterans Park and providing funding vital to bringing that project to fruition.
2. The agreement for the Department of Labor and Economic Opportunity Grant with the City of Wyoming, Grant No. VETERANSPARK25, is approved, the City Manager is authorized and directed to sign it for the city, and all city officers and employees are authorized and direct to implement it according to its terms.
3. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
LEO Contract

Resolution No. _____

Staff Report

Date: April 1, 2025

Subject: MEDC and LEO Grant Agreements for City of Wyoming Projects

From: John Shay, City Manager

CC: Aaron Vis, Director of Public Works
Krashawn Martin, Director of Parks and Recreation

Meeting Date: April 7, 2025

RECOMMENDATION

Approve the resolutions approving and authorizing the City Manager to Sign the MEDC Grant Agreement for State Appropriated Funds for 52nd and 56th Non-Motorized Trails and Sign the LEO Grant Agreement for State Appropriated Funds Veterans Park.

ALIGNMENT WITH STRATEGIC PLAN

- A. PILLAR 1 – Community
 - o GOAL 3 – Enhance community engagement and recreational opportunities for our residents.
- B. PILLAR 3 – Stewardship
 - o GOAL 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION

The state funds provide a source of funding for two projects in Wyoming:

1. Modernizing of a non-motorized trail network on 52nd and 56th Streets (\$3,000,000) – This funding combined with other state funding will pay for significant portions of the visionary improvements to these corridors. This work is included in the Capital Improvement Plan. The Michigan Economic Development Corporation (MEDC) is responsible for the distribution of these funds.
2. Improvements to Wyoming’s Veterans Park (\$500,000) – This funding will pay for significant improvements to the park, including the repair of the brick wall and concrete caps and landscape enhancements. The Department of Labor and Economic Opportunity (LEO) is responsible for the distribution of these funds.

The MEDC and LEO distribute the appropriated funds using grant agreements to ensure the funds are appropriately used and accounted for. As with most such agreements, a failure to comply with its terms could result in repayment of the funds. There are also provisions allowing the state to audit compliance with its terms.

The resolution approves the agreement and authorizes the City Manager to sign it for the city.

ATTACHMENTS

Resolutions
MEDC Contract
LEO Contract

###

GRANT NO. VETERANSPARK25

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
AND
City of Wyoming

GRANTEE/ADDRESS:

John Shay
City of Wyoming
1155 28th St. SW
Wyoming
616-530-3170
john.shay@wyomingmi.gov

GRANT ADMINISTRATOR/ADDRESS:

Amber Covington
Michigan Department of Labor & Economic Opportunity
320 S. Walnut Street, 6th Floor
Lansing MI, 48933
(517) 284-4007
LEO-GRANTS@michigan.gov

GRANT PERIOD:

This Agreement will commence on October 1, 2024, and continue through April 30, 2026. No activity will be performed and no costs to the state will be incurred prior to the effective date of the Agreement. Throughout the Agreement, the effective date October 1, 2024, shall be referred to as the start date. This Agreement is in full force and effect for the period specified.

TOTAL AUTHORIZED BUDGET: \$ 500,000.00

Federal Contribution:
State Contribution: \$ 500,000.00
Local Contribution:
Other Contributions:

ACCOUNTING DETAIL:

UEI: RQHVEK7M73QS4
Federal ID: 38-6006933
SIGMA Vendor I.D. CV0048344
SIGMA Payment Address Code: 005

The Agreement is designated as a: Recipient (non-federal funding).

Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

GRANT

This is Grant VETERANSPARK25 between the Department of Labor and Economic Opportunity (Grantor), City of Wyoming (Grantee), subject to terms and conditions of this grant agreement.

General Provisions: The Grantee agrees to comply with the General Provisions and Progress Reporting as described in Part I, Part II and Attachment E Program Specific Requirements, which are part of this Agreement.

Agreement Amount: The total amount of this Agreement is \$ 500,000.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$ 500,000.00.

1.0 Statement of Purpose

The purpose of the program is to support the City of Wyoming's Veteran Park for improvements and enhancements.

Statement of Work

This work is for improvements to the City's Veteran's Park, including repairs to the brick wall, fountain repairs, landscaping enhancements, public art acquisition and installation, and other enhancements to the part area.

These services are more specifically described in the Grantee's Proposal, Attachment A, Workplan.

1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Labor and Economic Opportunity (LEO) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.

1. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented

reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.

2. Federally funded Grantees must comply with Title 2 CRF 200.475.

3. State of Michigan travel rates may be found at the following website:

https://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html

International travel must be preapproved by the Department and itemized in the budget.

- C. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget. No funds shall be spent for “lobbying” and related activities as defined in MCL 4.415.

1.3 Amendments

Changes in the Budget or workplan will be allowed only upon prior review and written approval by the Grant Administrator. Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

1.4 Deviation Allowance

A deviation allowance modifying an established budget category by up to 5%, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

Changes in the Budget greater than 5% of the budget category amount will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.5 Payment and Reimbursements

The maximum amount of grant funding is \$ 500,000.00

- A. Payments may be made upon submission of Grantee Financial Reimbursement Requests indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes for the full length of the state of Michigan's retention schedule, in order to comply with this Agreement.
- B. The payment of the final grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.
- C. Grantee Financial Reimbursements Requests maybe submitted at any time, but no later than 30 days after the grant end date. The Financial Reimbursement Requests must reflect total actual program expenditures, up to the total agreement amount.
- D. The Grantee representative who submits the Financial Reimbursement Request is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. Costs incurred engaging in lobbying activities, as defined in MCL 4.415(2), are not allowable or reimbursable costs. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Operational Advance: Operational Advances require prior approval from LEO. Specific Terms of the operational advance are included in Attachment E once approved by LEO.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

F. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of

Technology, Management and Budget's web site:
<https://www.michigan.gov/sigmavss>.

G. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

H. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

1.6 Monitoring and Reporting Program Performance

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- B. Progress Reports. The Grantee shall submit to the Grant Administrator **Quarterly** progress reports by the 15th day of the following month of the quarter's end that briefly present the following information:
 - 1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
 - 2. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
 - 3. Statement concerning any significant deviation from previously agreed-upon Statement of Work.
- C. A Final Report is required. The Grantee will do the following:

1. Submit the final report no later than 30 days past the close of the grant agreement period for review by the Grant Administrator.
2. The final report will include the following information:
 - a. A summary of the project implementation plan and any deviations from the original project as proposed.
 - b. Accomplishments and problems experienced while carrying out the project activities.
 - c. Coordinated efforts with other organizations to complete the project.
 - d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
 - e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
 - f. Any experience in applying the project products and anticipated “next steps”.
 - g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. **See Section 1.2, Detailed Budget.**

2.2 Delegation

Grantee must notify the State at least 90 calendar days before the proposed delegation, provide a statement ensuring that no conflicts of interest or ethical concerns exist (as described in Section 3.5 - Conflict and Ethics), and provide the State any information it requests to determine whether the delegation is in its best interest.

2.3 Program Income/Interest Income

A. Program Income

Program income includes income from fees for services performed from the use of rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under a grant agreement, and from payments of principal and interest on loans made with grant funds. Program income does not include rebates, credits, discounts, refunds, etc., or interest earned on any of these items.

Program income means gross income received, and directly generated by a grant-supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final closeout expenditure report.

All program income must be used prior to the submission of the final closeout report for the Fiscal Year (FY) for which program income was earned.

B. Interest Income

Interest income earned by grantee must be treated as, and included in, the calculation and reporting of program income.

Interest income earned by grantee is not considered program income and must be identified and reported separately.

Remittance of interest income earned in excess of \$500 must be remitted via check made payable to the "State of Michigan," along with a completed remittance submission form (Attachment A) to the following address:

State of Michigan

Department of Labor and Economic Opportunity, Finance PO Box 30823
Lansing, MI 48909
Interest income earned is due no later than the 20th calendar day after the
end of the calendar quarter.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Intellectual Property

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

3.2 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and

regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

- i. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

C. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, any mental or physical disability, or genetic information that is unrelated to the person's

ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Grant Agreement.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue

performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Greg Rivet
Chief Administrative Officer

Date _____

Department of Labor and Economic Opportunity
State of Michigan

Authorized Official Signature

Date _____

Authorized Official Name
City of Wyoming

GRANT NO. VETERANSPARK25

Special Grant Application Form

Official Grantee:

Grantee Full Address:

Grantee Primary Contact:

Phone:

Email:

Legislative Sponsor(s):

Appropriated Amount:

Questions for Legislative Sponsor

1. Is the legislative sponsor and/or any family members of the legislative sponsor associated with this organization? (Ex: board member, employee, financial donor, etc.)

If so, please explain:

2. Does this grant comply with the provisions of Article IV, §10 of the Michigan Constitution and PA 318 of 1968, MCL 15.301 to 15.310?

Questions for Official Grantee

1. Is the grantee a unit of local government, public authority or other political instrumentality as authorized by law, institution of higher education, or other state department?

2. If no, is the entity registered with the department of licensing and regulatory affairs or the department of attorney general and been in existence for at least the 12 months preceding the effective date of this act?*

3. If the answers to #1 and #2 are no, does the grantee have other state or federal tax filings or other government records that demonstrate the grantee has been in existence for at least the 12 months preceding the effective date of this act?

If yes, please attach any relevant records.

4. Please describe the public purpose of the project, demonstrating it is consistent with language authorizing grant in PA 121 of 2024. Please provide additional explanation that gives more detail than is currently contained in the boilerplate language.

*Grantees can check registration with LARA [here](#) and with AG [here](#).

5. Fill out the anticipated dollar amount for each respective category of the budget, using the excel budget form provided. Please note the general administrative expense cannot exceed 10% of the grant amount.

6. Anticipated time-frame for each cost identified in the budget (this will reflect the period of the grant).

7. I acknowledge that the boilerplate language related to this grant has been read and confirm that all requirements for the grantee and project comply with the boilerplate language pertaining to this grant. (Sign to acknowledge)

8. I acknowledge that I will be required to submit progress reports and a final report including:

- i. A summary of the Grant Activities performed over the period determined by the department;
- ii. An accounting of Grantee's actual expenditure of all funds on the Project over the period determined by the department, including the breakdown of Grantee's actual use of Grant funds on the Project within each applicable category of the Budget, and corresponding copies of supporting documentation of such expenditures, such as receipts, general ledgers, or other evidence of expenditure activity statements; the Grantee's estimated percentage of completion of the Project; and
- iii. Any other information deemed relevant by Grantee to support the Grant Activities actually performed.

9. Identify authorized signer(s) for Grant Agreement.

10. Please be advised any portion of the grant funds paid to grantee and not spent or not spent in accordance with the grant agreement must be returned to the department.

NOTICE:

This Grant Application Form is not a legally binding agreement and should not be viewed as such. Moreover, the Grant Application Form does not embody all of the terms and conditions of the grant agreement and neither the department nor the grantee will be bound until there is an executed grant agreement that sets forth all the terms and conditions.



83RD DISTRICT
STATE CAPITOL
P.O. BOX 30014
LANSING, MI 48909-7514

MICHIGAN HOUSE OF REPRESENTATIVES

JOHN FITZGERALD

STATE REPRESENTATIVE

December 2, 2024

PHONE: (517) 373-0835
FAX: (517) 373-9876
JohnFitzgerald@house.mi.gov

Jennifer L. Flood
State Budget Director
111 South Capitol Avenue
Lansing, MI 48912

Director Nicole Hofert
Economic Development
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Dear Director:

SUBJECT: Legislative Sponsorship of Public Act 121 of
2024 Community Enhancement Grant.

In accordance with Public Act 121 of 2024, Article 9,

Section 1050(a), I am pleased to sponsor the grant

identified below and I certify that this grant is for a public

purpose. The following information summarizes the grant

we are sponsoring:

GRANT SUMMARY

Grant Recipient:	Wyoming Veteran's Park
Grant Amount:	\$500,000
Boilerplate Section: Authorizing Grant	Article 9 Sec. 1050(a) page 103 of Public Act 121
Boilerplate Language:	(\$500,000) From the funds appropriated in part 1 for community enhancement grants, the department shall allocate \$500,000 to the City of Wyoming's veteran's park that is headquartered in Kent County with a population of 659,000 according to the most recent federal decennial census.
Public Purpose:	\$500,000 to City of Wyoming's veteran's park for improvements to the park. Funding under this subdivision must be used by the city for enhancement purposes.



83RD DISTRICT
STATE CAPITOL
P.O. BOX 30014
LANSING, MI 48909-7514

MICHIGAN HOUSE OF REPRESENTATIVES

JOHN FITZGERALD

STATE REPRESENTATIVE

PHONE: (517) 373-0835
FAX: (517) 373-9876
JohnFitzgerald@house.mi.gov

Please see attachments for completed grant application form and grant project budget which provide additional detail and contact information for the grant recipient. My office is available for questions should they arise.

Best,

A handwritten signature in black ink that reads "John Fitzgerald".

John Fitzgerald

State Representative

House District 83

A handwritten signature in black ink that reads "Winnie Brinks".

Winnie Brinks

Senate Majority Leader

29th Senate District

Special Grant Project Budget

Please enter the major cost elements of the project, selecting from the drop down list options. If you select an activity with a ":" please add a few additional words of description in the "Other/Additional Notes" column. You will be asked to report based on these budget categories. It is recommended that the budget have between 2-5 line items. Keeping the budget at a fairly high-level minimizes the need to amend the budget if the project costs deviate slightly from the plan. The "Local" and "Other" columns are optional. **Six line items is the maximum allowed.**

3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Construction:	e.g. landscaping enhancements, public art, other enhancements.	\$406,445			\$406,445
Construction:	repair of brick wall	\$ 85,155.00			\$ 85,155.00
Consultants/Outside Contractors	Design services consultant and public engagement consultant	\$ 8,400.00			\$ 8,400.00
Total		\$ 500,000.00	\$ -	\$ -	\$ 500,000.00

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET,
VEHICLE AND TRAVEL SERVICES
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
FY 2025 – Effective October 1, 2024**

MICHIGAN SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$98.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$98.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$66.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
Per Diem Total	\$107.50	

OUT-OF-STATE SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$66.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
Per Diem Total	\$104.75	

Incidental Costs Per Day (with overnight stay) \$5.00

Mileage Rates	Current
Premium Rate	\$0.67 per mile
Standard Rate	\$0.440 per mile

* See Select Cities Listing

** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.conlintravelhub.com/som

SELECT CITY LIST
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective October 1, 2024

Michigan Select Cities/Counties		
	CITIES	COUNTIES
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Midland, Muskegon, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse, Oakland, Wayne
Out of State Select Cities/Counties		
STATE	CITIES	COUNTIES
Alaska	All locations	
Arizona	Phoenix, Scottsdale, Sedona	
California	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Los Angeles, Mendocino, Orange, Ventura
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	
Connecticut	Bridgeport, Danbury	
District of Columbia	Washington DC (See also Maryland & Virginia)	
Florida	Boca Raton, Delray Beach, Ft Lauderdale, Jupiter, Key West, Miami	
Georgia	Brunswick, Jekyll Island	
Hawaii	All locations	
Idaho	Ketchum, Sun Valley	
Illinois	Chicago	Cook, Lake
Kentucky	Kenton	
Louisiana	New Orleans	
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
Maryland	Baltimore City, Ocean City	Montgomery, Prince George
Massachusetts	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
Minnesota	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
Nevada	Las Vegas	
New Mexico	Santa Fe	
New York	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plains	Suffolk
Ohio	Cincinnati	
Pennsylvania	Pittsburgh	Bucks
Puerto Rico	All locations	
Rhode Island	Bristol, Jamestown, Middletown, Newport, Providence	Newport
Texas	Austin, Dallas, Houston, L.B. Johnson Space Center	
Utah	Park City	Summit
Vermont	Manchester, Montpelier, Stowe	Lamoille
Virginia	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
Washington	Port Angeles, Port Townsend, Seattle	
Wyoming	Jackson, Pinedale	

Program Specific Requirements

Additional Reporting Requirements:

A. The Grantee must submit the following reports on the following dates:

Financial Status Report: For all payment requests, please send to LEO-GRANTS@michigan.gov with "Payment Request" in the subject line. Reimbursement requests can be made at any time. Any other reports requested by LEO

Quarterly Progress Report: Quarterly. Due 15 days after the quarter ends. Quarter is based on the State's Fiscal Year.

October-December due January 15

January-March due April 15

April – June due July 15

July- September due October 15

B. Reports and information must be submitted to the Program Manager The email address is: LEO-GRANTS@michigan.gov

C. Any such other information as specified in the Statement of Work, Attachment A must be developed and submitted by the Grantee as required by the Program Manager.

D. The Grantee must permit the Department or its designee to visit and to make an evaluation of the project as determined by Program Manager

Other Program Requirements:

Ineligible expenses include, but not limited to:

- Lobbying / Political Activities
- Court fees/costs
- Contributions and donations
- Fines and penalties
- Legislative expenses
- Entertainment expenses

Attachment E

- Fundraising – cost associated with hosting fundraising events
- Cash reserves and endowment contributions
- Any other expenses determined not eligible by LEO

RESOLUTION NO. _____

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL #25-821
FOR THE 2025 SPONGY MOTH SUPPRESSION PROJECT

WHEREAS:

1. Spongy moths can cause damage such as plant defoliation, plant stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (*e.g.*, cars, roofs, siding, windows, patios, decks, and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings, and potentially, reduced property values.
2. The City Assessor prepared proposed special assessment roll #25-821 to specially assess specially benefitted parcels (those depicted on Exhibit A and listed on Exhibit B) for costs of the 2025 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria call *Bacillus thuringiensis (Bt)* (under the brand name Foray 76 or equivalent), that is also used by organic gardeners (the "Project"), at the amount of \$30.00 per parcel.
3. On April 7, 2025, after notice as required by state statute, the City Charter and city ordinances, the City Council held a public hearing on proposed special assessment roll #25-821 during which it heard and was provided copies of all oral and written objections and comments regarding the roll and following which it considered all those objections and comments.

NOW, THEREFORE, BE IT RESOLVED:

1. That special assessment roll #25-821 is confirmed and shall be transmitted to the City Treasurer for billing and collection.
2. The amounts specially assessed shall be billed in one installment on the Summer 2025 real property tax bill for each parcel so that the single payment will be due and payable on August 31, 2025 and, after that, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.
3. All resolutions and parts of resolutions in conflict with this resolution are rescinded to the extent of any such conflict.

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 April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

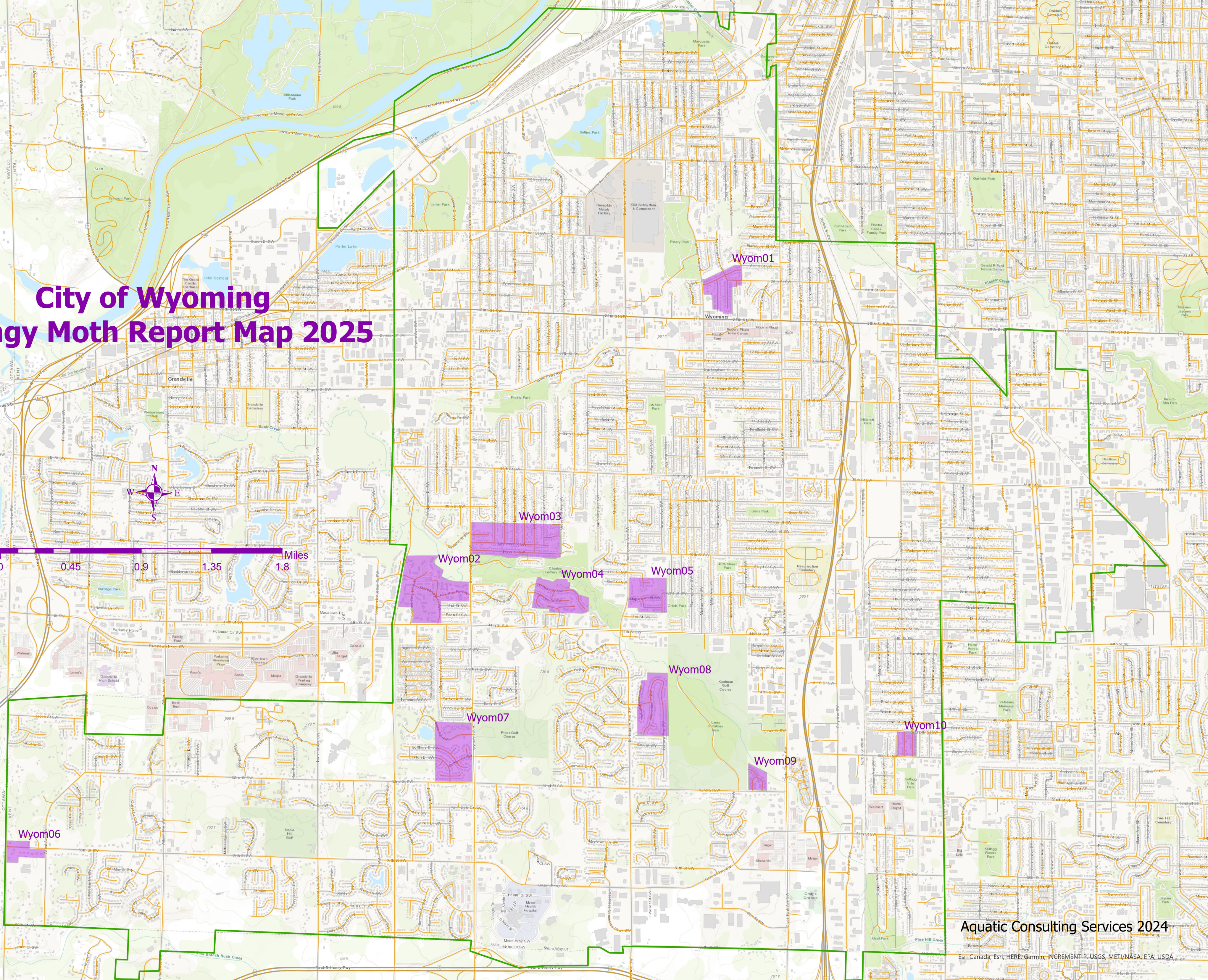
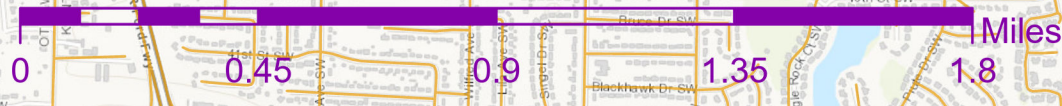
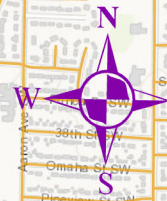
ATTACHMENTS:

Exhibit A - Aerial Spray Map

Exhibit B - Address and Parcel List

Resolution No. _____

City of Wyoming Spongy Moth Report Map 2025



Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 25-821

411711402034	1159	LOCKSLEY DR SW	411711452007	2630	DONCASTER AVE SW
411711402035	1149	LOCKSLEY DR SW	411711452008	2638	DONCASTER AVE SW
411711402036	1141	LOCKSLEY DR SW	411711452009	2644	DONCASTER AVE SW
411711402037	1135	LOCKSLEY DR SW	411711452010	2652	DONCASTER AVE SW
411711402038	1131	LOCKSLEY DR SW	411711452011	2704	DONCASTER AVE SW
411711402039	1129	LOCKSLEY DR SW	411711452012	2708	DONCASTER AVE SW
411711402040	1123	LOCKSLEY DR SW	411711452013	2710	DONCASTER AVE SW
411711402041	1117	LOCKSLEY DR SW	411711452014	2718	DONCASTER AVE SW
411711402042	1113	LOCKSLEY DR SW	411711452015	2724	DONCASTER AVE SW
411711402043	1107	LOCKSLEY DR SW	411711452016	2738	DONCASTER AVE SW
411711402044	1101	LOCKSLEY DR SW	411711452018	2607	NEWSTEAD AVE SW
411711402045	2541	NEWSTEAD AVE SW	411711452019	2615	NEWSTEAD AVE SW
411711403015	2542	NEWSTEAD AVE SW	411711452020	2621	NEWSTEAD AVE SW
411711403016	1047	LOCKSLEY DR SW	411711452021	2627	NEWSTEAD AVE SW
411711403017	1041	LOCKSLEY DR SW	411711452022	2633	NEWSTEAD AVE SW
411711403018	1035	LOCKSLEY DR SW	411711452023	2639	NEWSTEAD AVE SW
411711403019	1029	LOCKSLEY DR SW	411711452024	2645	NEWSTEAD AVE SW
411711403020	1025	LOCKSLEY DR SW	411711452025	2651	NEWSTEAD AVE SW
411711403021	1021	LOCKSLEY DR SW	411711452026	2657	NEWSTEAD AVE SW
411711403022	1013	LOCKSLEY DR SW	411711452027	2663	NEWSTEAD AVE SW
411711403023	2531	ROGERS LANE AVE SW	411711452028	2703	NEWSTEAD AVE SW
411711404001	1050	LOCKSLEY DR SW	411711452029	2709	NEWSTEAD AVE SW
411711404002	1040	LOCKSLEY DR SW	411711452030	2715	NEWSTEAD AVE SW
411711404003	1030	LOCKSLEY DR SW	411711452031	2721	NEWSTEAD AVE SW
411711404004	1020	LOCKSLEY DR SW	411711452032	2729	NEWSTEAD AVE SW
411711404007	2562	NEWSTEAD AVE SW	411711452033	2733	NEWSTEAD AVE SW
411711404008	1029	26TH ST SW	411711452034	2737	NEWSTEAD AVE SW
411711404009	1021	26TH ST SW	411711453002	2632	NEWSTEAD AVE SW
411711451001	2626	DE HOOP AVE SW	411711453003	2638	NEWSTEAD AVE SW
411711451002	1152	LOCKSLEY DR SW	411711453004	2644	NEWSTEAD AVE SW
411711451003	1146	LOCKSLEY DR SW	411711453005	2650	NEWSTEAD AVE SW
411711451004	1142	LOCKSLEY DR SW	411711453006	2656	NEWSTEAD AVE SW
411711451005	1134	LOCKSLEY DR SW	411711453007	2662	NEWSTEAD AVE SW
411711451009	2611	DONCASTER AVE SW	411711453008	2702	NEWSTEAD AVE SW
411711451010	2621	DONCASTER AVE SW	411711453009	2708	NEWSTEAD AVE SW
411711451011	2625	DONCASTER AVE SW	411711453010	2714	NEWSTEAD AVE SW
411711451012	2637	DONCASTER AVE SW	411711453011	2720	NEWSTEAD AVE SW
411711451013	2651	DONCASTER AVE SW	411711453012	2728	NEWSTEAD AVE SW
411711451014	2673	DONCASTER AVE SW	411711453013	2732	NEWSTEAD AVE SW
411711451015	2705	DONCASTER AVE SW	411711453014	2736	NEWSTEAD AVE SW
411711451016	2707	DONCASTER AVE SW	411711453026	2627	JENKINS AVE SW
411711451017	2715	DONCASTER AVE SW	411711453036	1022	26TH ST SW
411711451018	2723	DONCASTER AVE SW	411711476001	1010	26TH ST SW
411711451027	1155	28TH ST SW	411711476002	1006	26TH ST SW
411711452001	1116	LOCKSLEY DR SW	411711476034	2624	JENKINS AVE SW
411711452002	1106	LOCKSLEY DR SW	411722103031	3858	WYOMING AVE SW
411711452003	2561	NEWSTEAD AVE SW	411722103032	3864	WYOMING AVE SW
411711452004	2610	DONCASTER AVE SW	411722103033	3904	WYOMING AVE SW
411711452005	2616	DONCASTER AVE SW	411722103034	3910	WYOMING AVE SW
411711452006	2624	DONCASTER AVE SW	411722103035	3916	WYOMING AVE SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 25-821

411722103036	3922	WYOMING AVE SW	411722127063	3907	PERRY AVE SW
411722103037	3928	WYOMING AVE SW	411722127064	3915	PERRY AVE SW
411722103038	3934	WYOMING AVE SW	411722127065	3923	PERRY AVE SW
411722103039	3940	WYOMING AVE SW	411722127066	3927	PERRY AVE SW
411722103040	3946	WYOMING AVE SW	411722127067	3935	PERRY AVE SW
411722103067	3855	COLLINGWOOD AVE SW	411722127068	3941	PERRY AVE SW
411722103068	3863	COLLINGWOOD AVE SW	411722127069	3947	PERRY AVE SW
411722103069	3903	COLLINGWOOD AVE SW	411722129019	3852	PERRY AVE SW
411722103070	3911	COLLINGWOOD AVE SW	411722129020	3860	PERRY AVE SW
411722103071	3919	COLLINGWOOD AVE SW	411722129021	3902	PERRY AVE SW
411722103074	3939	COLLINGWOOD AVE SW	411722129022	3914	PERRY AVE SW
411722103075	2229	LA CROSSE ST SW	411722129023	3922	PERRY AVE SW
411722103076	3945	COLLINGWOOD AVE SW	411722129045	3875	MALLORY AVE SW
411722103077	3925	COLLINGWOOD AVE SW	411722129046	3883	MALLORY AVE SW
411722103078	3931	COLLINGWOOD AVE SW	411722129047	3891	MALLORY AVE SW
411722104027	3852	COLLINGWOOD AVE SW	411722129048	3899	MALLORY AVE SW
411722104028	3860	COLLINGWOOD AVE SW	411722129050	3927	MALLORY AVE SW
411722104029	3900	COLLINGWOOD AVE SW	411722129053	3901	MALLORY AVE SW
411722104030	3908	COLLINGWOOD AVE SW	411722129054	3905	MALLORY AVE SW
411722104031	3916	COLLINGWOOD AVE SW	411722129058	3940	PERRY AVE SW
411722104032	3922	COLLINGWOOD AVE SW	411722129059	2111	LA CROSSE ST SW
411722104033	3930	COLLINGWOOD AVE SW	411722129060	2105	LA CROSSE ST SW
411722104034	3938	COLLINGWOOD AVE SW	411722129061	3943	MALLORY AVE SW
411722104035	3944	COLLINGWOOD AVE SW	411722129062	2093	LA CROSSE ST SW
411722104036	2203	LA CROSSE ST SW	411722129063	2081	LA CROSSE ST SW
411722126029	3853	HAZELWOOD AVE SW	411722130020	3880	MALLORY AVE SW
411722126030	3859	HAZELWOOD AVE SW	411722130021	3890	MALLORY AVE SW
411722126031	3901	HAZELWOOD AVE SW	411722130022	3904	MALLORY AVE SW
411722126032	3907	HAZELWOOD AVE SW	411722130023	3912	MALLORY AVE SW
411722126033	3913	HAZELWOOD AVE SW	411722130024	3922	MALLORY AVE SW
411722126034	3919	HAZELWOOD AVE SW	411722130025	3930	MALLORY AVE SW
411722126035	3925	HAZELWOOD AVE SW	411722130026	3934	MALLORY AVE SW
411722126036	3931	HAZELWOOD AVE SW	411722130027	3942	MALLORY AVE SW
411722126037	3937	HAZELWOOD AVE SW	411722130028	3948	MALLORY AVE SW
411722126038	3943	HAZELWOOD AVE SW	411722130046	3851	BOONE AVE SW
411722126039	2155	LA CROSSE ST SW	411722130047	3857	BOONE AVE SW
411722127030	3852	HAZELWOOD AVE SW	411722130048	3863	BOONE AVE SW
411722127031	3858	HAZELWOOD AVE SW	411722130049	3901	BOONE AVE SW
411722127032	3900	HAZELWOOD AVE SW	411722130050	3913	BOONE AVE SW
411722127033	3906	HAZELWOOD AVE SW	411722130051	3923	BOONE AVE SW
411722127034	3912	HAZELWOOD AVE SW	411722130052	3929	BOONE AVE SW
411722127035	3918	HAZELWOOD AVE SW	411722130053	3931	BOONE AVE SW
411722127036	3924	HAZELWOOD AVE SW	411722130054	3943	BOONE AVE SW
411722127037	3930	HAZELWOOD AVE SW	411722130055	3957	BOONE AVE SW
411722127038	3936	HAZELWOOD AVE SW	411722130056	3965	BOONE AVE SW
411722127039	3942	HAZELWOOD AVE SW	411722132016	3848	BOONE AVE SW
411722127040	2143	LA CROSSE ST SW	411722132017	3856	BOONE AVE SW
411722127060	3849	PERRY AVE SW	411722132018	3862	BOONE AVE SW
411722127061	3859	PERRY AVE SW	411722132019	3880	BOONE AVE SW
411722127062	3901	PERRY AVE SW	411722132020	3900	BOONE AVE SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 25-821

411722132021	3916	BOONE AVE SW	411722153017	2204	LA CROSSE ST SW
411722132022	3930	BOONE AVE SW	411722153018	2328	LA CROSSE ST SW
411722132024	2011	LA CROSSE ST SW	411722153019	2324	LA CROSSE ST SW
411722132025	2003	LA CROSSE ST SW	411722176001	2200	LA CROSSE ST SW
411722132027	1956	IOWA ST SW	411722176002	2156	LA CROSSE ST SW
411722132028	1944	IOWA ST SW	411722176003	2150	LA CROSSE ST SW
411722151028	3859	WYOMING AVE SW	411722176004	2142	LA CROSSE ST SW
411722151029	3865	WYOMING AVE SW	411722176005	2138	LA CROSSE ST SW
411722151030	3905	WYOMING AVE SW	411722176006	2118	LA CROSSE ST SW
411722151031	3911	WYOMING AVE SW	411722176007	2112	LA CROSSE ST SW
411722151032	3917	WYOMING AVE SW	411722176008	2106	LA CROSSE ST SW
411722151033	3923	WYOMING AVE SW	411722176009	2064	LA CROSSE ST SW
411722151034	3929	WYOMING AVE SW	411722176010	2056	LA CROSSE ST SW
411722151035	3935	WYOMING AVE SW	411722177001	2046	LA CROSSE ST SW
411722151036	3941	WYOMING AVE SW	411722177002	2038	LA CROSSE ST SW
411722151037	2253	LA CROSSE ST SW	411722177003	2032	LA CROSSE ST SW
411722151076	3862	BYRON CENTER AVE SW	411722177004	2026	LA CROSSE ST SW
411722151078	3904	BYRON CENTER AVE SW	411722177005	2018	LA CROSSE ST SW
411722151080	3910	BYRON CENTER AVE SW	411722177006	2012	LA CROSSE ST SW
411722151088	2375	ARDEN ST SW	411722177007	2004	LA CROSSE ST SW
411722151090	3856	BYRON CENTER AVE SW	411722201031	1960	39TH ST SW
411722152001	2350	ARDEN ST SW	411722201035	1938	39TH ST SW
411722152002	3938	BYRON CENTER AVE SW	411722201036	3913	GROVELAND AVE SW
411722152005	2332	ARDEN ST SW	411722201039	3921	GROVELAND AVE SW
411722152006	2330	ARDEN ST SW	411722201040	3995	GROVELAND AVE SW
411722152009	2320	ARDEN ST SW	411722201041	4001	GROVELAND AVE SW
411722152011	2335	LA CROSSE ST SW	411722201047	1945	IOWA ST SW
411722152012	2331	LA CROSSE ST SW	411722201048	1933	IOWA ST SW
411722152013	2329	LA CROSSE ST SW	411722201049	1921	IOWA ST SW
411722152017	2317	LA CROSSE ST SW	411722201058	1922	IOWA ST SW
411722152018	2325	LA CROSSE ST SW	411722201060	1932	IOWA ST SW
411722152019	2321	LA CROSSE ST SW	411722201061	1956	39TH ST SW
411722152020	3948	BYRON CENTER AVE SW	411722201062	1950	39TH ST SW
411722152023	2314	ARDEN ST SW	411722201063	1944	39TH ST SW
411722152024	2313	LA CROSSE ST SW	411722201068	4013	GROVELAND AVE SW
411722152025	2324	ARDEN ST SW	411722201069	4015	GROVELAND AVE SW
411722153001	3958	BYRON CENTER AVE SW	411722201076	4005	GROVELAND AVE SW
411722153002	3964	BYRON CENTER AVE SW	411722201077	4011	GROVELAND AVE SW
411722153003	2334	LA CROSSE ST SW	411722301001	4000	BYRON CENTER AVE SW
411722153004	2330	LA CROSSE ST SW	411722301002	2359	FLOYD ST SW
411722153007	2320	LA CROSSE ST SW	411722301003	2349	FLOYD ST SW
411722153008	2316	LA CROSSE ST SW	411722301004	2339	FLOYD ST SW
411722153009	2312	LA CROSSE ST SW	411722301005	2331	FLOYD ST SW
411722153010	2250	LA CROSSE ST SW	411722301006	2325	FLOYD ST SW
411722153011	2248	LA CROSSE ST SW	411722301007	2319	FLOYD ST SW
411722153012	2244	LA CROSSE ST SW	411722301008	2313	FLOYD ST SW
411722153013	2238	LA CROSSE ST SW	411722301009	2307	FLOYD ST SW
411722153014	2232	LA CROSSE ST SW	411722301010	2261	FLOYD ST SW
411722153015	2224	LA CROSSE ST SW	411722301011	2253	FLOYD ST SW
411722153016	2218	LA CROSSE ST SW	411722301012	2247	FLOYD ST SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 25-821

411722301013	2241	FLOYD ST SW	411722328004	2038	FLOYD ST SW
411722301014	2233	FLOYD ST SW	411722328005	2032	FLOYD ST SW
411722301015	2225	FLOYD ST SW	411722328006	2024	FLOYD ST SW
411722301016	2219	FLOYD ST SW	411722328007	2016	FLOYD ST SW
411722301017	2211	FLOYD ST SW	411722328008	2012	FLOYD ST SW
411722301018	2205	FLOYD ST SW	411722328009	2004	FLOYD ST SW
411722301019	2159	FLOYD ST SW	411722376030	2051	HOLLIDAY DR SW
411722301020	2155	FLOYD ST SW	411722376031	2045	HOLLIDAY DR SW
411722301021	2147	FLOYD ST SW	411722376032	2041	HOLLIDAY DR SW
411722301022	2141	FLOYD ST SW	411722376033	2037	HOLLIDAY DR SW
411722301023	2133	FLOYD ST SW	411722376035	2033	HOLLIDAY DR SW
411722301024	2125	FLOYD ST SW	411722377005	2046	HOLLIDAY DR SW
411722301025	2119	FLOYD ST SW	411722377006	2040	HOLLIDAY DR SW
411722301026	2111	FLOYD ST SW	411722377007	2036	HOLLIDAY DR SW
411722301027	2103	FLOYD ST SW	411722377008	2032	HOLLIDAY DR SW
411722301028	2063	FLOYD ST SW	411722377009	2016	HOLLIDAY DR SW
411722301029	2055	FLOYD ST SW	411722377010	2012	HOLLIDAY DR SW
411722302001	4022	BYRON CENTER AVE SW	411722377011	2000	HOLLIDAY DR SW
411722302002	2350	FLOYD ST SW	411722377012	1988	HOLLIDAY DR SW
411722302003	2336	FLOYD ST SW	411722377013	4243	GREENVALE AVE SW
411722302004	2328	FLOYD ST SW	411722377014	4251	GREENVALE AVE SW
411722302007	2306	FLOYD ST SW	411722377017	2063	CANNON ST SW
411722302008	2264	FLOYD ST SW	411722377018	2055	CANNON ST SW
411722302009	2260	FLOYD ST SW	411722377019	2047	CANNON ST SW
411722302010	2252	FLOYD ST SW	411722377020	2041	CANNON ST SW
411722302013	2234	FLOYD ST SW	411722377021	2039	CANNON ST SW
411722302014	2224	FLOYD ST SW	411722377023	2035	CANNON ST SW
411722302015	2216	FLOYD ST SW	411722377024	2023	CANNON ST SW
411722302016	2206	FLOYD ST SW	411722377030	2052	HOLLIDAY DR SW
411722302018	2316	FLOYD ST SW	411722377031	2017	CANNON ST SW
411722302019	2248	FLOYD ST SW	411722377032	1999	CANNON ST SW
411722302020	2244	FLOYD ST SW	411722379019	4239	TROJAN DR SW
411722326001	2041	FLOYD ST SW	411722379020	4249	TROJAN DR SW
411722326002	2033	FLOYD ST SW	411722379021	4261	TROJAN DR SW
411722326003	2025	FLOYD ST SW	411722379022	4271	TROJAN DR SW
411722326004	2017	FLOYD ST SW	411722379023	4287	TROJAN DR SW
411722326005	2011	FLOYD ST SW	411722379024	4295	TROJAN DR SW
411722326006	2005	FLOYD ST SW	411722379028	2064	CANNON ST SW
411722327001	2200	FLOYD ST SW	411722379029	2056	CANNON ST SW
411722327002	2158	FLOYD ST SW	411722380004	2026	CANNON ST SW
411722327003	2154	FLOYD ST SW	411722380005	2020	CANNON ST SW
411722327004	2148	FLOYD ST SW	411722380006	2014	CANNON ST SW
411722327005	2144	FLOYD ST SW	411722380007	2002	CANNON ST SW
411722327006	2138	FLOYD ST SW	411722380008	1986	CANNON ST SW
411722327007	2128	FLOYD ST SW	411722380010	2034	CANNON ST SW
411722327008	2124	FLOYD ST SW	411722380011	4244	TROJAN DR SW
411722327009	2116	FLOYD ST SW	411722380012	4264	TROJAN DR SW
411722328001	2110	FLOYD ST SW	411722380015	4300	TROJAN DR SW
411722328002	2052	FLOYD ST SW	411722380019	4282	TROJAN DR SW
411722328003	2044	FLOYD ST SW	411722380020	4290	TROJAN DR SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 25-821

411722401001	1955	FLOYD ST SW	411722456006	1804	HOLLIDAY DR SW
411722401002	1947	FLOYD ST SW	411722456007	1801	HOLLIDAY DR SW
411722401003	1933	FLOYD ST SW	411722456013	1817	HOLLIDAY DR SW
411722402001	1960	FLOYD ST SW	411722456014	1819	HOLLIDAY DR SW
411722402002	1954	FLOYD ST SW	411722456015	1821	HOLLIDAY DR SW
411722402005	1942	FLOYD ST SW	411722456017	1818	HOLLIDAY DR SW
411722402008	4045	GROVELAND AVE SW	411722456020	1805	HOLLIDAY DR SW
411722403009	1857	HOLLIDAY DR SW	411722456021	1803	HOLLIDAY DR SW
411722404002	2009	HOLLIDAY DR SW	411723303014	4122	BURLINGAME AVE SW
411722404003	1997	HOLLIDAY DR SW	411723303019	1489	EMMA CT SW
411722404004	1985	HOLLIDAY DR SW	411723303021	4173	EMMA AVE SW
411722451002	1926	HOLLIDAY DR SW	411723303022	4190	EMMA AVE SW
411722451003	1912	HOLLIDAY DR SW	411723303025	4137	EMMA AVE SW
411722451004	1888	HOLLIDAY DR SW	411723303026	4149	EMMA AVE SW
411722451005	1878	HOLLIDAY DR SW	411723303027	4161	EMMA AVE SW
411722451015	4256	GREENVALE AVE SW	411723303028	4185	EMMA AVE SW
411722451016	4262	GREENVALE AVE SW	411723303029	4197	EMMA AVE SW
411722451017	1961	CANNON ST SW	411723303030	4166	EMMA AVE SW
411722451028	1948	HOLLIDAY DR SW	411723303031	1500	EMMA CT SW
411722451029	4244	GREENVALE AVE SW	411723303032	1488	EMMA CT SW
411722451030	1864	HOLLIDAY DR SW	411723303037	1501	EMMA CT SW
411722451032	1852	HOLLIDAY DR SW	411723303038	1513	EMMA CT SW
411722451033	1846	HOLLIDAY DR SW	411723303047	1411	42ND ST SW
411722451035	1838	HOLLIDAY DR SW	411723351002	1565	MAPLELAWN ST SW
411722451036	1826	HOLLIDAY DR SW	411723351003	1543	MAPLELAWN ST SW
411722451037	1951	CANNON ST SW	411723351004	1531	MAPLELAWN ST SW
411722451038	1943	CANNON ST SW	411723351005	1521	MAPLELAWN ST SW
411722451039	1931	CANNON ST SW	411723351006	1511	MAPLELAWN ST SW
411722451040	1921	CANNON ST SW	411723351007	1501	MAPLELAWN ST SW
411722451041	1913	CANNON ST SW	411723351008	1487	MAPLELAWN ST SW
411722451043	1905	CANNON ST SW	411723351009	1477	MAPLELAWN ST SW
411722451044	1893	CANNON ST SW	411723351010	1465	MAPLELAWN ST SW
411722451045	1881	CANNON ST SW	411723351011	1455	MAPLELAWN ST SW
411722451047	1820	HOLLIDAY DR SW	411723351012	1445	MAPLELAWN ST SW
411722451048	1824	HOLLIDAY DR SW	411723351013	1435	MAPLELAWN ST SW
411722451049	1822	HOLLIDAY DR SW	411723351015	4200	BURLINGAME AVE SW
411722452002	1974	CANNON ST SW	411723351016	4210	BURLINGAME AVE SW
411722452003	1962	CANNON ST SW	411723351017	1589	MAPLELAWN ST SW
411722452004	1952	CANNON ST SW	411723351018	1577	MAPLELAWN ST SW
411722452007	1922	CANNON ST SW	411723352001	1557	SOUTHLAWN DR SW
411722452008	1914	CANNON ST SW	411723352002	1500	MAPLELAWN ST SW
411722452010	1906	CANNON ST SW	411723352003	1490	MAPLELAWN ST SW
411722452011	1894	CANNON ST SW	411723352004	1480	MAPLELAWN ST SW
411722452012	1882	CANNON ST SW	411723352005	1472	MAPLELAWN ST SW
411722452015	1944	CANNON ST SW	411723352006	1462	MAPLELAWN ST SW
411722452016	1932	CANNON ST SW	411723352007	1452	MAPLELAWN ST SW
411722456002	1816	HOLLIDAY DR SW	411723352008	1444	MAPLELAWN ST SW
411722456003	1814	HOLLIDAY DR SW	411723352009	1434	MAPLELAWN ST SW
411722456004	1812	HOLLIDAY DR SW	411723352010	1541	SOUTHLAWN DR SW
411722456005	1808	HOLLIDAY DR SW	411723352011	1501	SOUTHLAWN DR SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 25-821

411723352012	1491	SOUTHLAWN DR SW	411725404014	4847	BUCHANAN AVE SW
411723352013	1481	SOUTHLAWN DR SW	411725404015	4851	BUCHANAN AVE SW
411723352014	1473	SOUTHLAWN DR SW	411725404016	4861	BUCHANAN AVE SW
411723352015	1463	SOUTHLAWN DR SW	411725404017	4901	BUCHANAN AVE SW
411723352016	1453	SOUTHLAWN DR SW	411725404018	4903	BUCHANAN AVE SW
411723352017	1445	SOUTHLAWN DR SW	411725404019	4911	BUCHANAN AVE SW
411723352018	1435	SOUTHLAWN DR SW	411725404020	4919	BUCHANAN AVE SW
411723353001	4210	HAVANA AVE SW	411725404021	4925	BUCHANAN AVE SW
411723353002	4220	HAVANA AVE SW	411725404022	4929	BUCHANAN AVE SW
411723353003	4230	HAVANA AVE SW	411725404023	4933	BUCHANAN AVE SW
411723353004	4240	HAVANA AVE SW	411725404024	4937	BUCHANAN AVE SW
411723353005	4250	HAVANA AVE SW	411725404025	4939	BUCHANAN AVE SW
411723353006	4258	HAVANA AVE SW	411725404026	4949	BUCHANAN AVE SW
411723353007	4268	HAVANA AVE SW	411725404027	4951	BUCHANAN AVE SW
411723353010	4296	HAVANA AVE SW	411725404030	4962	HAUGHEY AVE SW
411723353011	4276	HAVANA AVE SW	411725404031	221	50TH ST SW
411723353012	4286	HAVANA AVE SW	411725430001	4842	BUCHANAN AVE SW
411723354003	1560	MAPLELAWN ST SW	411725430004	4858	BUCHANAN AVE SW
411723354006	1538	MAPLELAWN ST SW	411725430005	4862	BUCHANAN AVE SW
411723354007	1544	SOUTHLAWN DR SW	411725430006	4900	BUCHANAN AVE SW
411723354008	1534	SOUTHLAWN DR SW	411725430007	4906	BUCHANAN AVE SW
411723354009	1524	SOUTHLAWN DR SW	411725430008	4912	BUCHANAN AVE SW
411723354010	1516	SOUTHLAWN DR SW	411725430009	4926	BUCHANAN AVE SW
411723354011	1510	SOUTHLAWN DR SW	411725430010	4928	BUCHANAN AVE SW
411723354012	1500	SOUTHLAWN DR SW	411725430011	4932	BUCHANAN AVE SW
411723354013	1490	SOUTHLAWN DR SW	411725430012	4938	BUCHANAN AVE SW
411723354014	1480	SOUTHLAWN DR SW	411725430013	4940	BUCHANAN AVE SW
411723354015	1472	SOUTHLAWN DR SW	411725430014	4948	BUCHANAN AVE SW
411723354016	1462	SOUTHLAWN DR SW	411725430015	4952	BUCHANAN AVE SW
411723354017	1452	SOUTHLAWN DR SW	411725430016	4845	WALTON AVE SW
411723354018	1444	SOUTHLAWN DR SW	411725430019	4857	WALTON AVE SW
411723354019	1434	SOUTHLAWN DR SW	411725430020	4861	WALTON AVE SW
411723354034	1580	MAPLELAWN ST SW	411725430021	4901	WALTON AVE SW
411723354039	1590	MAPLELAWN ST SW	411725430022	4905	WALTON AVE SW
411723354040	4250	BURLINGAME AVE SW	411725430023	4911	WALTON AVE SW
411723354041	1570	MAPLELAWN ST SW	411725430024	4919	WALTON AVE SW
411723354042	4262	BURLINGAME AVE SW	411725430025	4921	WALTON AVE SW
411723354043	4280	BURLINGAME AVE SW	411725430026	4937	WALTON AVE SW
411725404001	224	HOLLY ST SW	411725430027	4939	WALTON AVE SW
411725404002	220	HOLLY ST SW	411725430028	4947	WALTON AVE SW
411725404003	4900	HAUGHEY AVE SW	411725430029	4951	WALTON AVE SW
411725404004	4910	HAUGHEY AVE SW	411725430030	4955	WALTON AVE SW
411725404005	4914	HAUGHEY AVE SW	411725430031	4850	BUCHANAN AVE SW
411725404006	4918	HAUGHEY AVE SW	411725430032	4853	WALTON AVE SW
411725404007	4924	HAUGHEY AVE SW	411725431001	4844	WALTON AVE SW
411725404008	4930	HAUGHEY AVE SW	411725431002	4848	WALTON AVE SW
411725404009	4938	HAUGHEY AVE SW	411725431003	4854	WALTON AVE SW
411725404010	4944	HAUGHEY AVE SW	411725431004	4858	WALTON AVE SW
411725404012	210	HOLLY ST SW	411725431005	4862	WALTON AVE SW
411725404013	4843	BUCHANAN AVE SW	411725431006	4900	WALTON AVE SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 25-821

411725431007	4904	WALTON AVE SW	411726156027	4764	GRENADIER DR SW
411725431008	4910	WALTON AVE SW	411726156028	4731	HAVANA AVE SW
411725431009	4920	WALTON AVE SW	411726156029	4737	HAVANA AVE SW
411725431010	4928	WALTON AVE SW	411726156030	4795	HAVANA AVE SW
411725431011	4936	WALTON AVE SW	411726156031	4801	HAVANA AVE SW
411725431012	4938	WALTON AVE SW	411726156032	4788	GRENADIER DR SW
411725431013	4942	WALTON AVE SW	411726157002	4682	HAVANA AVE SW
411725431014	4948	WALTON AVE SW	411726157003	4706	HAVANA AVE SW
411725431015	4952	WALTON AVE SW	411726157004	4728	HAVANA AVE SW
411726153003	1542	SENTINAL ST SW	411726157005	4734	HAVANA AVE SW
411726154003	4675	GRENADIER DR SW	411726157006	4746	HAVANA AVE SW
411726154004	4687	GRENADIER DR SW	411726157011	4678	HAVANA AVE SW
411726154005	4693	GRENADIER DR SW	411726157012	4786	HAVANA AVE SW
411726154008	4725	GRENADIER DR SW	411726157013	4798	HAVANA AVE SW
411726154009	4737	GRENADIER DR SW	411726157014	4806	HAVANA AVE SW
411726154010	4749	GRENADIER DR SW	411726301008	4801	GRENADIER DR SW
411726154013	4635	GRENADIER DR SW	411726301009	4813	GRENADIER DR SW
411726154017	4701	GRENADIER DR SW	411726301010	4825	GRENADIER DR SW
411726154018	4713	GRENADIER DR SW	411726301011	4837	GRENADIER DR SW
411726154019	4664	HAVANA AVE SW	411726301012	4849	GRENADIER DR SW
411726154022	4738	CRANWOOD AVE SW	411726301013	4855	GRENADIER DR SW
411726154023	4726	CRANWOOD AVE SW	411726301014	4867	GRENADIER DR SW
411726154024	4714	CRANWOOD AVE SW	411726301015	4879	GRENADIER DR SW
411726154025	4702	CRANWOOD AVE SW	411726301016	4883	GRENADIER DR SW
411726154026	4694	CRANWOOD AVE SW	411726301017	4897	GRENADIER DR SW
411726154027	4682	CRANWOOD AVE SW	411726301018	1549	TRENTWOOD ST SW
411726154028	4670	CRANWOOD AVE SW	411726301022	4801	CRANWOOD AVE SW
411726154030	4746	CRANWOOD AVE SW	411726301023	4813	CRANWOOD AVE SW
411726154031	4754	CRANWOOD AVE SW	411726301024	4825	CRANWOOD AVE SW
411726155001	4786	CRANWOOD AVE SW	411726301025	4837	CRANWOOD AVE SW
411726155002	4771	GRENADIER DR SW	411726301026	4849	CRANWOOD AVE SW
411726155005	4787	GRENADIER DR SW	411726301028	4798	CRANWOOD AVE SW
411726156003	4688	GRENADIER DR SW	411726301029	4802	CRANWOOD AVE SW
411726156004	4704	GRENADIER DR SW	411726301030	4814	CRANWOOD AVE SW
411726156005	4712	GRENADIER DR SW	411726301031	4826	CRANWOOD AVE SW
411726156006	4724	GRENADIER DR SW	411726301032	4838	CRANWOOD AVE SW
411726156007	4736	GRENADIER DR SW	411726301033	4850	CRANWOOD AVE SW
411726156008	4748	GRENADIER DR SW	411726304008	4834	HAVANA AVE SW
411726156011	4776	GRENADIER DR SW	411726304009	4846	HAVANA AVE SW
411726156012	4622	GRENADIER DR SW	411726304010	4858	HAVANA AVE SW
411726156013	4665	HAVANA AVE SW	411726304011	4870	HAVANA AVE SW
411726156014	4677	HAVANA AVE SW	411726304012	4882	HAVANA AVE SW
411726156015	4699	HAVANA AVE SW	411726304013	4894	HAVANA AVE SW
411726156016	4725	HAVANA AVE SW	411726304018	4818	HAVANA AVE SW
411726156020	4765	HAVANA AVE SW	411726304019	4822	HAVANA AVE SW
411726156021	4779	HAVANA AVE SW	411726304020	4906	HAVANA AVE SW
411726156023	4749	HAVANA AVE SW	411726304022	4928	HAVANA AVE SW
411726156024	4646	GRENADIER DR SW	411726305001	4813	HAVANA AVE SW
411726156025	4664	GRENADIER DR SW	411726305002	4825	HAVANA AVE SW
411726156026	4752	GRENADIER DR SW	411726305003	4837	HAVANA AVE SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 25-821

411726305004	4845	HAVANA AVE SW	411728477001	2516	GOLFBURY DR SW
411726305005	4857	HAVANA AVE SW	411728477002	2510	GOLFBURY DR SW
411726305006	4869	HAVANA AVE SW	411728477003	2498	GOLFBURY DR SW
411726305007	4881	HAVANA AVE SW	411728477004	2486	GOLFBURY DR SW
411726305008	4893	HAVANA AVE SW	411728477005	2495	GOLFTON DR SW
411726305009	4905	HAVANA AVE SW	411728477006	2584	GOLFBURY DR SW
411726305010	4911	HAVANA AVE SW	411728477007	2572	GOLFBURY DR SW
411726305011	4800	GRENADIER DR SW	411728477008	2554	GOLFBURY DR SW
411726305012	4812	GRENADIER DR SW	411728477009	2542	GOLFBURY DR SW
411726305013	4824	GRENADIER DR SW	411728477010	2524	GOLFBURY DR SW
411726305014	4836	GRENADIER DR SW	411728477011	2583	DANTON DR SW
411726305015	4848	GRENADIER DR SW	411728477012	2565	DANTON DR SW
411726305016	1465	GRENADIER CT SW	411728477013	2547	DANTON DR SW
411726305017	1453	GRENADIER CT SW	411728477014	2523	DANTON DR SW
411726305018	1441	GRENADIER CT SW	411728477015	2511	DANTON DR SW
411726305019	1440	GRENADIER CT SW	411728477016	2505	DANTON DR SW
411726305020	1452	GRENADIER CT SW	411728478001	2478	GOLFBURY DR SW
411726305021	1464	GRENADIER CT SW	411728478002	2466	GOLFBURY DR SW
411726305022	4876	GRENADIER DR SW	411728478003	2454	GOLFBURY DR SW
411726305023	4882	GRENADIER DR SW	411728478004	2442	GOLFBURY DR SW
411726305024	1501	TRENTWOOD ST SW	411728478005	2430	GOLFBURY DR SW
411726305025	1497	TRENTWOOD ST SW	411728478006	2418	GOLFBURY DR SW
411726305026	1485	TRENTWOOD ST SW	411728478007	2406	GOLFBURY DR SW
411726305027	1473	TRENTWOOD ST SW	411728478008	2411	GOLFBURY DR SW
411726305028	1461	TRENTWOOD ST SW	411728478009	2423	GOLFBURY DR SW
411726401001	4807	CLYDE PARK AVE SW	411728478010	2435	GOLFBURY DR SW
411728476001	5050	GOLFTON CT SW	411728478011	2453	GOLFBURY DR SW
411728476002	5038	GOLFTON CT SW	411728478012	2471	GOLFBURY DR SW
411728476003	5026	GOLFTON CT SW	411728478013	2452	GOLFTON DR SW
411728476004	5020	GOLFTON CT SW	411728478014	2440	GOLFTON DR SW
411728476005	5011	GOLFTON CT SW	411728478015	2428	GOLFTON DR SW
411728476006	5027	GOLFTON CT SW	411728478016	2416	GOLFTON DR SW
411728476007	5039	GOLFTON CT SW	411728478017	2481	DANTON DR SW
411728476008	2435	GOLFTON DR SW	411728478018	2463	DANTON DR SW
411728476009	2447	GOLFTON DR SW	411728478019	2511	BOWENTON PLACE SW
411728476010	2459	GOLFTON DR SW	411728478020	2499	BOWENTON PLACE SW
411728476011	2489	GOLFBURY DR SW	411728478021	2487	BOWENTON PLACE SW
411728476012	5048	GOLFBURY CT SW	411728478022	2475	BOWENTON PLACE SW
411728476013	5036	GOLFBURY CT SW	411728478023	2463	BOWENTON PLACE SW
411728476014	5024	GOLFBURY CT SW	411728478025	2468	BOWENTON PLACE SW
411728476015	5012	GOLFBURY CT SW	411728478026	2476	BOWENTON PLACE SW
411728476016	5000	GOLFBURY CT SW	411728478027	2488	BOWENTON PLACE SW
411728476017	5023	GOLFBURY CT SW	411728478028	2500	BOWENTON PLACE SW
411728476019	2519	GOLFBURY DR SW	411728478029	2512	BOWENTON PLACE SW
411728476020	2531	GOLFBURY DR SW	411728480009	2585	52ND ST SW
411728476021	2543	GOLFBURY DR SW	411728480014	2595	52ND ST SW
411728476022	2555	GOLFBURY DR SW	411728481001	2486	DANTON DR SW
411728476023	2567	GOLFBURY DR SW	411728481002	2474	DANTON DR SW
411728476024	2579	GOLFBURY DR SW	411728481003	2535	BOWENTON PLACE SW
411728476025	2591	GOLFBURY DR SW	411728481004	2564	DANTON DR SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 25-821

411728481005	2538	DANTON DR SW
411728481006	5121	DANTON CT SW
411728481007	5139	DANTON CT SW
411728481008	5134	DANTON CT SW
411728481009	5122	DANTON CT SW
411728481010	2498	DANTON DR SW
411728481011	2591	BOWENTON PLACE SW
411728481012	2583	BOWENTON PLACE SW
411728481013	2571	BOWENTON PLACE SW
411728481014	2559	BOWENTON PLACE SW
411728481015	2547	BOWENTON PLACE SW
411728482001	2432	DANTON DR SW
411728482002	2548	BOWENTON PLACE SW
411728482003	2560	BOWENTON PLACE SW
411731175001	5589	ALBRIGHT AVE SW

RESOLUTION NO. _____

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL #25-822
FOR THE 2025 SPONGY MOTH SUPPRESSION PROJECT

WHEREAS:

1. Spongy moths can cause damage such as plant defoliation, plant stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (*e.g.*, cars, roofs, siding, windows, patios, decks, and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings, and potentially, reduced property values.
2. The City Assessor prepared proposed special assessment roll #25-822 to specially assess specially benefitted parcels (those depicted on Exhibit A and listed on Exhibit B) for costs of the 2025 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria call *Bacillus thuringiensis (Bt)* (under the brand name Foray 76 or equivalent), that is also used by organic gardeners (the "Project"), at the amount of \$94.00 per treated acre.
3. On April 7, 2025, after notice as required by state statute, the City Charter and city ordinances, the City Council held a public hearing on proposed special assessment roll #25-822 during which it heard and was provided copies of all oral and written objections and comments regarding the roll and following which it considered all those objections and comments.

NOW, THEREFORE, BE IT RESOLVED:

1. That special assessment roll #25-822 is confirmed and shall be transmitted to the City Treasurer for billing and collection.
2. The amounts specially assessed shall be billed in one installment on the Summer 2025 real property tax bill for each parcel so that the single payment will be due and payable on August 31, 2025 and, after that, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.
3. All resolutions and parts of resolutions in conflict with this resolution are rescinded to the extent of any such conflict.

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 April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

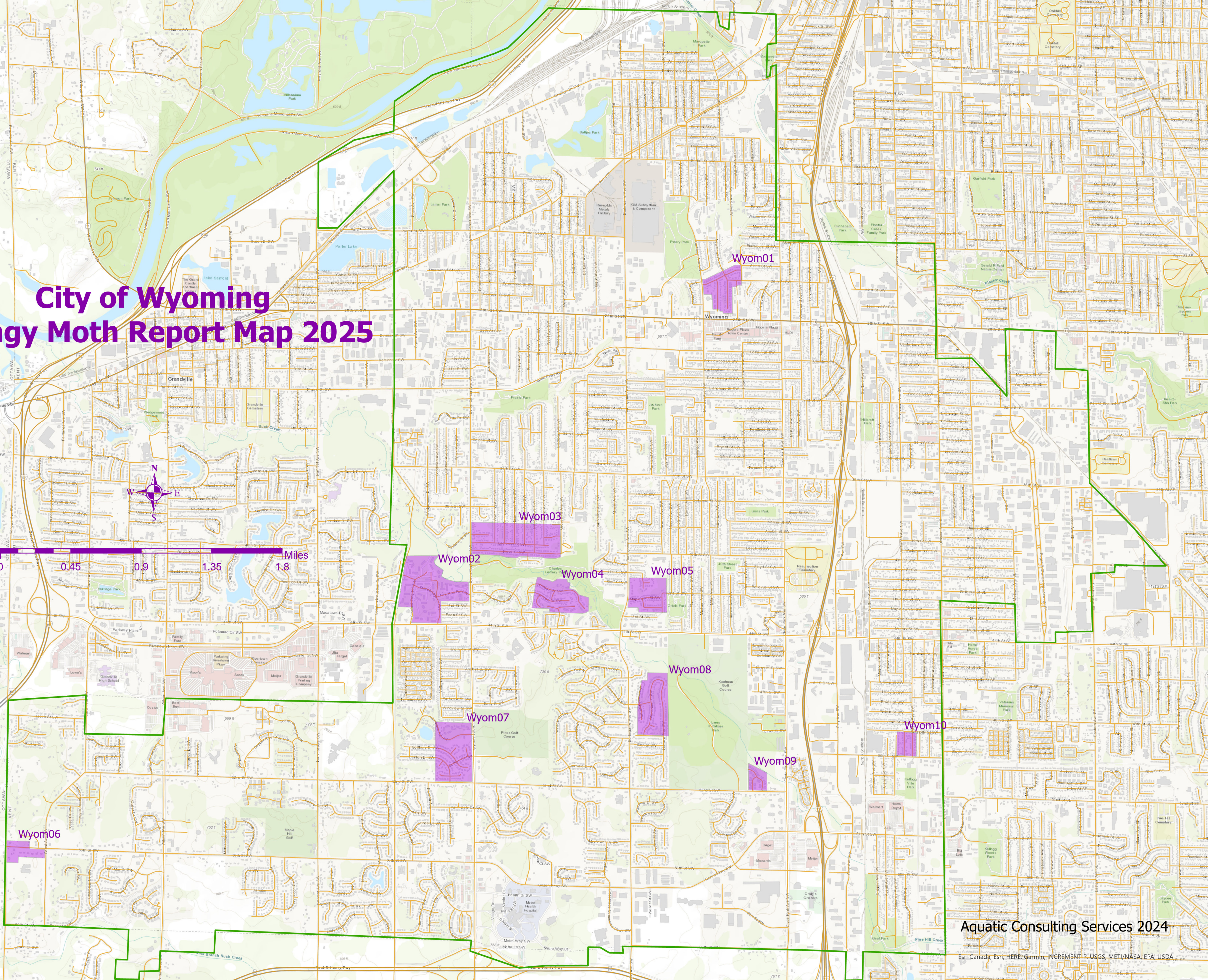
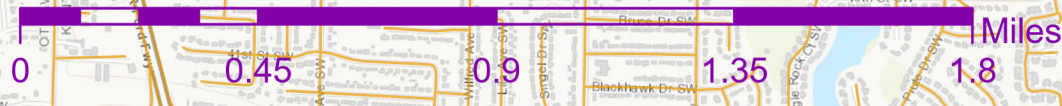
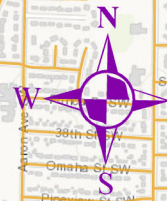
ATTACHMENTS:

Exhibit A - Aerial Spray Map

Exhibit B - Address and Parcel List

Resolution No. _____

City of Wyoming Spongy Moth Report Map 2025



Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 25-822

411711404012	2545	ROGERS LANE AVE SW	411731301002	5638	KENOWA AVE SW
411711451021	2640	DE HOOP AVE SW	411731301003	5660	KENOWA AVE SW
411711453035	1040	26TH ST SW	411731301004	4734	56TH ST SW
411721451026	2663	44TH ST SW	411731301005	4712	56TH ST SW
411721451034	2675	44TH ST SW	411731301006	4690	56TH ST SW
411721451042	2557	44TH ST SW	411731301007	4668	56TH ST SW
411721451042	2557	44TH ST SW	411731301008	4646	56TH ST SW
411721451042	2557	44TH ST SW	411731301015	4624	56TH ST SW
411722151015	2327	ARDEN ST SW			
411722151016	2325	ARDEN ST SW			
411722151017	2323	ARDEN ST SW			
411722151018	2315	ARDEN ST SW			
411722151019	2311	ARDEN ST SW			
411722201044	4019	GROVELAND AVE SW			
411722201051	1991	LA CROSSE ST SW			
411722303001	4050	BYRON CENTER AVE SW			
411722403005	1925	HOLLIDAY DR SW			
411722403006	1913	HOLLIDAY DR SW			
411722403007	1881	HOLLIDAY DR SW			
411722403008	1879	HOLLIDAY DR SW			
411722404005	2021	HOLLIDAY DR SW			
411722455016	1901	44TH ST SW			
411722456012	1813	HOLLIDAY DR SW			
411722456018	1811	HOLLIDAY DR SW			
411723303023	4178	EMMA AVE SW			
411723303033	1476	EMMA CT SW			
411723303035	1465	EMMA CT SW			
411723303036	1477	EMMA CT SW			
411723303039	4125	EMMA AVE SW			
411723303042	4134	BURLINGAME AVE SW			
411723303043	4150	BURLINGAME AVE SW			
411723303044	4166	BURLINGAME AVE SW			
411723303045	4182	BURLINGAME AVE SW			
411723303046	1425	42ND ST SW			
411726101079	4653	GRENADIER DR SW			
411726154002	4661	GRENADIER DR SW			
411726154012	4647	GRENADIER DR SW			
411726154014	4623	GRENADIER DR SW			
411726154015	4601	GRENADIER DR SW			
411726157015	4764	HAVANA AVE SW			
411726301027	4861	CRANWOOD AVE SW			
411726478001	5194	KAUFMAN GREENS LN SW			
411728401008	5001	BYRON CENTER AVE SW			
411728476018	5035	GOLFBURY CT SW			
411728478024	5189	BYRON CENTER AVE SW			
411731151006	5580	KENOWA AVE SW			
411731151007	4725	56TH ST SW			
411731151013	4689	56TH ST SW			
411731301001	5610	KENOWA AVE SW			

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS
AND TO ACCEPT CONTRACT AMENDMENTS

WHEREAS:

1. Formal bids have been obtained on the below listed items.

Item	Recommended Bidder	Cost
Stainless Steel Clamp Couplings	Core and Main, LP, Ferguson Enterprises, d/b/a Ferguson Waterworks Etna Supply Co., and Michigan Pipe and Valve – GR	Bid prices as shown on the attached staff report.
Bituminous Paving Materials	Black Gold Holdings, Inc. and Rieth-Riley Construction Co., Inc.	Bid prices as shown on the attached staff report
Ready Mixed Concrete	Consumers Concrete Corp.	Bid prices as shown on the attached staff report
Brass Water Service and Meter Installation Materials and Meter Mountings	Ferguson Enterprises, dba Ferguson Waterworks Core and Main, LP, and Etna Supply Co., LLC	Bid prices as detailed on the attached staff report.
Exercise and Dance Studio Flooring Replacement for the Wyoming Senior Center	River Town Painting Co. Inc.	\$12,305.00

2. Contract amendments have been obtained on the below listed items.

Asphalt & Concrete Crack Leveling Sealant	Sherwin Industries, Inc.	Bid prices as shown on the attached contract amendment
Hot Rubber Crack Sealer	Sherwin Industries, Inc. and Investors Supply, LLC d/b/a ERSCO Construction Supply	Bid prices as shown on the attached contract amendments
Topsoil	Bultsma Construction Co.	Bid prices as shown on the attached contract amendment

3. The bids and contract amendments 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.
2. City Council accepts the contract amendments for the listed items as recommended in the attached staff reports.
3. City Council authorizes the City Manager to sign the contracts.
4. City Council authorizes the City Manager to sign the contract amendments.
5. 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 for the purchase of asphalt & concrete crack leveling sealant, hot rubber crack sealer, and topsoil.

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 April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports

Contracts

Contract Amendments

Resolution No. _____

STAFF REPORT

Date: March 25, 2025
Subject: Bid Award for Stainless Steel Clamp Couplings
From: Jodie Theis, Public Services Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: April 7, 2025

RECOMMENDATION:

The Public Works Department recommends that the City Council award the bid for stainless steel clamp couplings to Core and Main, Ferguson Enterprises, Etna Supply Company, and Michigan Pipe and Valve, at the unit prices shown on the bid tabulation. It is also recommended that the City Council authorize the City Manager to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

On March 25, 2025, the City received four bids for stainless steel clamp couplings. One hundred and three invitations to bid were sent to prospective bidders. Core and Main was the low bidder. Due to supply chain issues, manufacturer lead times, and part availability, it is in the best interest of the City to award the bid to Core and Main, Ferguson Enterprises, Etna Supply Company and Michigan Pipe and Valve.

The Public Works Department utilizes stainless steel clamp couplings to repair damaged water mains and sewers throughout the City. Sewer main and water main breaks can be caused by several factors, including age, freezing or thawing of soil, pipe corrosion, soil conditions, or ground movement.

BUDGET IMPACT:

The Public Works Department is anticipating a yearly total of approximately \$10,000 for stainless steel clamp couplings. The total price based on estimated quantities is an increase of 2% from last year's total price.

Sufficient funds are available in the sewer and water maintenance accounts: 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-55700-775.000.

TABULATION:

CITY OF WYOMING

TABULATION OF BIDS
FOR STAINLESS STEEL CLAMP COUPLINGS - BID # 2255

OPENED BY THE CITY CLERK ON MARCH 25, 2025 AT 11:00 A.M. O'CLOCK

Est. Qty.	Nom. Size (inches)	O.D. Range (inches)	Width (inches)	Core and Main		Etna Supply Company		Ferguson Enterprises		Michigan Pipe & Valve	
				Unit Price	(based on est. qty.)	Unit Price	(based on est. qty.)	Unit Price	(based on est. qty.)	Unit Price	(based on est. qty.)
2	4	4.74-5.14	12	\$80.00	\$160.00	\$80.95	\$161.90	\$103.00	\$206.00	\$90.00	\$180.00
10	6	6.84-7.24	8	\$61.00	\$610.00	\$83.25	\$832.50	\$79.00	\$790.00	\$93.00	\$930.00
30	6	6.84-7.24	12	\$98.00	\$2,940.00	\$98.55	\$2,956.50	\$113.00	\$3,390.00	\$110.00	\$3,300.00
6	6	6.84-7.24 with 1" tap	12	\$120.00	\$720.00	\$120.95	\$725.70	\$136.00	\$816.00	\$135.00	\$810.00
4	6	6.84-7.24 with 1.5" tap	12	\$128.00	\$512.00	\$138.35	\$553.40	\$154.00	\$616.00	\$143.00	\$572.00
4	6	6.84-7.24 with 2" tap	12	\$135.00	\$540.00	N/A		\$154.00	\$616.00	\$151.00	\$604.00
4	6	6.84-7.24	15	\$108.00	\$432.00	\$108.55	\$434.20	\$134.00	\$536.00	\$121.00	\$484.00
15	8	8.99-9.39	12	\$114.00	\$1,710.00	\$114.85	\$1,722.75	\$122.00	\$1,830.00	\$128.00	\$1,920.00
4	8	8.99-9.39 with 1" tap	12	\$136.00	\$544.00	\$137.24	\$548.96	\$150.00	\$600.00	\$153.00	\$612.00
4	8	8.99-9.39 with 1.5" tap	12	\$144.00	\$576.00	\$144.70	\$578.80	\$164.00	\$656.00	\$161.00	\$644.00
4	8	8.99-9.39 with 2" tap	12	\$155.00	\$620.00	N/A		\$168.00	\$672.00	\$169.00	\$676.00
2	8	8.99-9.39	20	\$190.00	\$380.00	\$191.60	\$383.20	\$215.00	\$430.00	\$214.00	\$428.00
2	10	11.04-11.44	12	\$145.00	\$290.00	\$146.55	\$293.10	\$173.00	\$346.00	\$163.00	\$326.00
2	10	11.04-11.44 with 1" tap	12	\$168.00	\$336.00	\$168.90	\$337.80	\$195.00	\$390.00	\$188.00	\$376.00
2	10	11.04-11.44 with 1.5" tap	12	\$175.00	\$350.00	\$176.35	\$352.70	\$214.00	\$428.00	\$197.00	\$394.00
2	10	11.04-11.44 with 2" tap	12	\$182.00	\$364.00	\$183.45	\$366.90	\$213.00	\$426.00	\$205.00	\$410.00
2	12	13.10-13.50	12	\$176.00	\$352.00	\$177.40	\$354.80	\$188.00	\$376.00	\$198.00	\$396.00
2	12	13.10-13.50 with 1" tap	12	\$198.00	\$396.00	\$199.80	\$399.60	\$218.00	\$436.00	\$223.00	\$446.00
2	12	13.10-13.50 with 1.5" tap	12	\$206.00	\$412.00	\$207.25	\$414.50	\$226.00	\$452.00	\$231.00	\$462.00
2	12	13.10-13.50 with 2" tap	12	\$213.00	\$426.00	\$214.35	\$428.70	\$235.00	\$470.00	\$239.00	\$478.00
2	6	6.84-7.24 with 1" tap	20	\$191.00	\$382.00	\$192.90	\$385.80	\$217.00	\$434.00	\$215.00	\$430.00
2	6	6.84-7.24 with 1.5" tap	20	\$197.00	\$394.00	\$200.35	\$400.70	\$236.00	\$472.00	\$223.00	\$446.00
2	6	6.84-7.24 with 2" tap	20	\$206.00	\$412.00	\$214.00	\$428.00	\$234.00	\$468.00	\$231.00	\$462.00
2	8	8.99-9.39 with 1" tap	20	\$212.00	\$424.00	\$221.45	\$442.90	\$235.00	\$470.00	\$239.00	\$478.00
2	8	8.99-9.39 with 1.5" tap	20	\$220.00	\$440.00	\$228.55	\$457.10	\$255.00	\$510.00	\$247.00	\$494.00
2	8	8.99-9.39 with 2" tap	20	\$227.00	\$454.00	\$298.15	\$596.30	\$253.00	\$506.00	\$271.00	\$542.00
2	12	13.10-13.50 with 1" tap	20	\$296.00	\$592.00	\$298.15	\$596.30	\$326.00	\$652.00	\$333.00	\$666.00
2	12	13.10-13.50 with 1.5" tap	20	\$301.00	\$602.00	\$303.45	\$606.90	\$335.00	\$670.00	\$339.00	\$678.00
2	12	13.10-13.50 with 2" tap	20	\$310.00	\$620.00	\$312.70	\$625.40	\$343.00	\$686.00	\$594.00	\$1,188.00
0	16	17.15-18.35	20	\$641.00	\$0.00	\$646.00	\$0.00	\$606.00	\$0.00	\$722.84	\$0.00
Total				\$16,990.00		\$16,385.41		\$19,350.00		\$19,832.00	
Brand of clamps bid				Smith Blair 261, 263 and 264		Smith Blair 261, 263 and 264		Ford FS1 & Ford FS3		Smith Blair 261, 263 and 264	
Is there a location within 15 miles to the City of Wyoming limits available for 24/7 Emergency Purchases?				Yes		Yes		Yes		Yes	

Attachment(s):

Contracts – Core and Main, Etna Supply Company, Ferguson Enterprises, Michigan Pipe & Valve

CITY OF
WYOMING

STAINLESS STEEL CLAMP COUPLINGS 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: Core and Main, LP
[Name of supplying entity]
A Florida Limited Partnership
[State and type of entity, e.g., corporation, limited liability company, etc.]
1219 142nd Ave
[Supplier's street address]
Wayland, MI 49348
[Supplier's city, state & zip]

Effective Date means: March 25th, 2025.

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

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

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

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

TERMS AND CONDITIONS

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

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 3-Grant Compliance, 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: Heather Chapman
Heather Chapman, Deputy City Attorney

Contractor: Core and Main, LP

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

Thomas Fisher District Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 3-21, 2025

CITY OF
WYOMING

STAINLESS STEEL CLAMP COUPLINGS 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: **Ferguson Enterprises LLC DBA Ferguson Waterworks**

[Name of supplying entity]
A Virginia - LLC
[State and type of entity, e.g., corporation, limited liability company, etc.]
3900 44th St. SE
[Supplier's street address]
Kentwood, MI 49512
[Supplier's city, state & zip]

Effective Date means: March 27, 2025.

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

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

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

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

TERMS AND CONDITIONS

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

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 3-Grant Compliance, 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 

Heather Chapman, Deputy City Attorney

Ferguson Enterprises LLC
DBA Ferguson Waterworks
Contractor: _____

By: RANDON WEBBER
[Signature officer, director, or principal of Contractor]
Randon Webber, General Manager

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

Date signed: 03/24, 2025

CITY OF
WYOMING

STAINLESS STEEL CLAMP COUPLINGS 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: ETNA SUPPLY
(Name of supplying entity)
A WHOLESALE MICHIGAN
(State and type of entity, e.g., corporation, limited liability company, etc.)
4901 CLAY AVE SW
(Supplier's street address)
GRAND RAPIDS MI 49548
(Supplier's city, state & zip)

Effective Date means: MARCH 25, 2025.

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

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

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

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

TERMS AND CONDITIONS

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

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 3-Grant Compliance, 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: _____
Heather Chapman, Deputy City Attorney

Contractor: ETNA SUPPLY

By: _____
(Signature of officer, director, or principal of Contractor)

DALTON POTGETER
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 3/25/, 2025

CITY OF
WYOMING

STAINLESS STEEL CLAMP COUPLINGS 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: Michigan Pipe & Valve - Grand Rapids
(Name of supplying entity)
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
5500 36th St
[Supplier's street address]
Grand Rapids MI 49512
[Supplier's city, state & zip]

Effective Date means: March 24, 2025

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

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

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

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

TERMS AND CONDITIONS

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

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 3-Grant Compliance, 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 Heather Chapman

Heather Chapman, Deputy City Attorney

Contractor: Michigan Pipe & Valve - Grand Rapids

By: Joshua Offringa

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

Joshua Offringa Municipal Sales

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

Date signed: March 24, 2025

STAFF REPORT

Date: March 25, 2025
Subject: Bid Award for Bituminous Paving Materials
From: Jodie Theis, Public Services Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: April 7, 2025

RECOMMENDATION:

The Public Works Department recommends that the City Council award the bid for bituminous paving materials to both Black Gold Transport and Rieth-Riley Construction Co., for the prices as shown on the bid tabulation. It is also recommended that the City Council authorize the City Manager to execute the contract.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

On March 25, 2025, the City received two bids for bituminous paving materials. One hundred and sixty-six invitations to bid were sent to prospective bidders. Black Gold Transport was the low bidder. Due to material availability and seasonal shut downs, it is in the best interest of the City to award the bid to both Black Gold Transport and Rieth-Riley Construction Co.

The Public Works Department repairs asphalt streets damaged by weather and utility failures throughout the City. The use of bituminous paving materials, made from materials that can be recycled, reduces the consumption of natural resources and the dumping of asphalt materials in landfills.

TABULATION:

CITY OF WYOMING

TABULATION OF BIDS
FOR BITUMINOUS PAVING MATERIALS - BID # 2256

OPENED BY THE CITY CLERK ON MARCH 25, 2025 AT 11:00 A.M. O'CLOCK

Bidder	36A Bituminous Top Mix			13A Bituminous Base Mix		
	Est. Qty. (Tons)	Unit Price (Per Ton)	Total (Based on Est. Qty.)	Est. Qty. (Tons)	Unit Price (Per Ton)	Total (Based on Est. Qty.)
Black Gold Transport	1,400	\$ 63.00	\$ 88,200.00	1,000	\$ 63.00	\$ 63,000.00
Michigan Paving and Materials	1,400	\$ 72.00	\$ 100,800.00	1,000	\$ 70.00	\$ 70,000.00
Rieth-Riley Construction Co.	1,400	\$ 68.00	\$ 95,200.00	1,000	\$ 65.00	\$ 65,000.00

BUDGET IMPACT:

The Public Works Department uses approximately 1,400 tons of asphalt top mix and approximately 1,000 tons of asphalt base mix each year. The unit price of 36A top mix is \$63.00 per ton, for an estimated yearly total cost of \$88,200. The unit price of 13A base mix is \$63.00 per ton, for an estimated yearly total cost of \$63,000. The low bid for 36A top mix is a decrease of 10% from last year's bid price of \$70.00, and the low bid for 13A base mix is a decrease of 6% from last year's bid price of \$67.00.

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-55700-775.000.

Attachment(s):

Contracts - Black Gold Transport and Rieth-Riley Construction Co.

CITY OF
WYOMING

BITUMINOUS PAVING MATERIALS 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:

Black Gold Holdings
[Name of supplying entity]
A MI Corp.
[State and type of entity, e.g., corporation, limited liability company, etc.]
4237 Dort Commerce Dr
[Supplier's street address]
Wayland, MI 49348
[Supplier's city, state & zip]

Effective Date means: 3-31, 2025

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

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

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

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

TERMS AND CONDITIONS

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

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 3-Grant Compliance, 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: _____
Heather Chapman, Deputy City Attorney

Contractor: Black Gold Holdings Inc.

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

Austin Richardson, Plant Mgr
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 3-24, 2025

CITY OF
WYOMING

BITUMINOUS PAVING MATERIALS 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:

Rieth-Riley Construction
A _____
[Name of supplying entity]
Corporation

[State and type of entity, e.g., corporation, limited liability company, etc.]
2100 Chicago Dr SW

[Supplier's street address]
Wyoming, MI 49519

[Supplier's city, state & zip]

Effective Date means: MARCH 27, 2025

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

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

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

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

TERMS AND CONDITIONS

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

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 3-Grant Compliance, 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: Heather Chapman

Heather Chapman, Deputy City Attorney

Contractor: RIETH-RILEY CONSTRUCTION

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

Kirk Breukink, Area Manager

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

Date signed: 3/25, 2025

STAFF REPORT

Date: March 25, 2025
Subject: Bid Award for Ready Mix Concrete
From: Jodie Theis, Public Services Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: April 7, 2025

RECOMMENDATION:

The Public Works Department recommends that the City Council award the bid for ready mixed concrete to the low bidder, Consumers Concrete Corporation, for the prices as shown on the bid tabulation. It is also recommended that the City Council authorize the City Manager to execute the contract.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

On March 25, 2025, the City received two bids for ready mix concrete. Twenty-one invitations to bid were sent to prospective bidders. Consumers Concrete Corporation was the low bidder.

The Public Works Department utilizes concrete to repair and maintain the City's streets, curbs, drives, sidewalks and other infrastructure damaged by weather and utility failures throughout the year. The use of concrete, made from materials that can be recycled, reduces the consumption of natural resources and the dumping of concrete materials in landfills.

TABULATION:

CITY OF WYOMING

TABULATION OF BIDS
FOR READY MIX CONCRETE - BID # 2257

OPENED BY THE CITY CLERK ON MARCH 25, 2025 AT 11:00 A.M. O'CLOCK

Bid Item	Consumers Concrete	Dewent Redi-Mix	
6.0 Sack A/E Concrete	\$157.00	\$163.25	
6.0 Sack, 100% Limestone Aggregate, MDOT P1, 3,500 PSI Mix Concrete	\$159.00	\$170.75	
9.0 Sack HI-Early Concrete w/Natural Stone	\$188.50	\$175.25	
1% Calcium Chloride	\$3.00	\$2.85	Per Cu. Yd.
Deliveries under ____ Cubic Yards	Less Than 2 Cu.Yds - \$200 2 - 3.75 Cu. Yds. - \$150 4 - 5.75 Cu. Yds. - \$100	Under 5 Cu. Yds. \$77.00	Per Delivery
Unloading time in excess of one hour	\$150.00	\$75.00	Per hour, or fraction thereof
Truck batched after 4:00 p.m.	\$100 (after 5:00 PM)	\$55.00	Per Truck
Fuel or Delivery Surcharge	\$12.50	\$25.00	Per Load
Concrete Retarder	\$3.00	\$4.55	Per Cu. Yd. of Concrete

BUDGET IMPACT:

The Public Works Department is anticipating a yearly total of \$35,000 for ready mix concrete. The unit price for 6.0 sack A/E concrete is an increase of 3% from last year's bid price of \$152.00. The unit price for 6.0 sack MDOT P1 concrete is an increase of 3% from last year's bid price of \$154.00. The unit price for 9.0 sack concrete is an increase of 3% from last year's bid price of \$183.50. The concrete is to be delivered to the various job sites throughout the City.

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-55700-775.000.

Attachment(s):
Contract – Consumers Concrete

CITY OF
WYOMING

READY MIX CONCRETE 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:

Consumers' Concrete
(Name of supplying entity)
A Michigan Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
3506 Lovers Lane
(Supplier's street address)
Kalamazoo, MI 49001
(Supplier's city, state & zip)

Effective Date means: 3/25, 2025.

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

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

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

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

TERMS AND CONDITIONS

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

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 3-Grant Compliance, 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: Heather Chapman

Heather Chapman, Deputy City Attorney

Contractor: Consumers Concrete Corporation

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

Greg Bytwork
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 3/24, 2025

STAFF REPORT

Date: March 25, 2025
Subject: Bid Award for Brass Water Service and Meter Installation Materials and Meter Mountings
From: Jodie Theis, Public Services Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: April 7, 2025

RECOMMENDATION:

The Public Works Department recommends that the City Council award the bid for brass water service and meter installation materials and meter mountings to Ferguson Enterprises, Core and Main, and Etna Supply Company, at the unit prices shown on the attached bid tabulation. It is also recommended that the City Council authorize the City Manager to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

On March 25, 2025, the City received four bids for brass water service and meter installation materials and meter mountings. One hundred and three invitations to bid were sent to prospective bidders. Ferguson Enterprises was the low bidder. Due to supply chain issues, manufacturer lead times, and part availability, it is in the best interest of the City to award the bid to Ferguson Enterprises, Core and Main, and Etna Supply Company.

Brass water service and meter installation materials and meter mountings are used throughout the City when repairing or replacing broken water services or water meters. These no-lead brass materials will reduce the exposure of lead to the public, providing safe living and working conditions for our residents and protect the environment from lead contamination.

BUDGET IMPACT:

The Public Works Department is anticipating that it will spend approximately \$35,000 for brass water service materials and approximately \$30,000 on meter installation materials on an annual basis. Unit costs are a decrease of approximately 1% from last year's unit costs.

Sufficient funds are available in the water service maintenance and water meter maintenance accounts: 591-441-55700-775.000 and 591-537-56500-775.000.

Attachment(s):

Bid Tabulation – 3/25/25

Contracts – Core and Main, Etna Supply Company, Ferguson Enterprises

CITY OF
WYOMING

BRASS WATER SERVICE & METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS 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:

Ferguson Enterprises LLC DBA Ferguson Waterworks

[Name of supplying entity]
A LLC - Virginia

[State and type of entity, e.g., corporation, limited liability company, etc.]
3900 44th St. SE

[Supplier's street address]
Kentwood, MI 49512

[Supplier's city, state & zip]

Effective Date means: March 27, 2025

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

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

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

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

TERMS AND CONDITIONS

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

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 3-Grant Compliance, 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: 

Heather Chapman, Deputy City Attorney

Contractor: Ferguson Enterprises LLC DBA Ferguson Waterworks

By: RANDON WEBBER

[Signature officer, director, or principal of Contractor]

Randon Webber, General Manager

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

Date signed: 03/24, 2025

CITY OF
WYOMING

BRASS WATER SERVICE & METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS 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: Core and Main, LP
(Name of supplying entity)
A Florida Limited Partnership
(State and type of entity, e.g., corporation, limited liability company, etc.)
1219 142nd Ave
(Supplier's street address)
Wayland, MI 49348
(Supplier's city, state & zip)

Effective Date means: March 25th, 2025.

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

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

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

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

TERMS AND CONDITIONS

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

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 3-Grant Compliance, 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

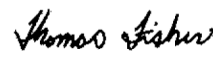
By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: 

Heather Chapman, Deputy City Attorney

Contractor: Core and Main, LP

By: 

(Signature officer, director, or principal of Contractor)

Thomas Fisher District Manager

(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 3-21, 2025

CITY OF
WYOMING

BRASS WATER SERVICE & METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS 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: ETNA SUPPLY LLC
[Name of supplying entity]
A WHOLESALE MICHIGAN
[State and type of entity, e.g., corporation, limited liability company, etc.]
4401 CLAY AVE SW
[Supplier's street address]
GRAND RAPIDS MI 49548
[Supplier's city, state & zip]

Effective Date means: MARCH 25, 2025.

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

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

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

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

TERMS AND CONDITIONS

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

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 3-Grant Compliance, 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: Heather Chapman

Heather Chapman, Deputy City Attorney

Contractor: ETNA SUPPLY

By: [Signature]

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

DALTON POTHEMER

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

Date signed: 3/26/2025

STAFF REPORT

Date: April 7, 2025

Subject: Exercise and Dance Studio Flooring Replacement for the Wyoming Senior Center

From: Lynn Clarke, Assistant Director
Chad Boprie, WSC Manager

Cc: Krashawn Martin, Director of Parks and Recreation

Meeting Date: April 7, 2025

RECOMMENDATION:

It is recommended City Council authorize the purchase and installation of materials needed to complete Exercise and Dance Studio Flooring Replacement project for a total of \$12,305.00 to River Town Painting Co. Inc.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On March 25, 2025, the City received two bids for the purchase and installation of flooring material for the Exercise and Dance Studio Flooring Replacement project. Twenty-two (22) invitations to bid were sent to and/or downloaded by prospective bidders. Parks and Recreation staff evaluated the bid based on the understanding of the project, detail specifications provided, and references. After reviewing the bids, River Town Painting Co. Inc. had the most competitive price and met all specifications of the bid.

Therefore, it is recommended the City Council award the bid for the purchase and installation of identified flooring materials to River Town Painting Co. Inc. for the bid prices shown on the attached tabulation sheet.

BUDGET IMPACT:

Funds for this project are budgeted in account number 251-701-69424-975.000.

TABULATION SHEET:

River Town Painting Co. Inc.	\$12,305.00	Exercise and Dance Studio Flooring Replacement at the Wyoming Senior Center
KMF Construction	\$35,433.22	Exercise and Dance Studio Flooring Replacement at the Wyoming Senior Center

Attachment:
Contract

CITY OF WYOMING

EXERCISE AND DANCE STUDIO FLOORING REPLACEMENT AT THE WYOMING SENIOR CENTER PROJECT CONTRACT

CITY OF WYOMING, MICHIGAN

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

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

Contractor means: RiverTown Painting Co., Inc.
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4560 Spartan Industrial Dr.
[Contractor's street address]
Grandville, MI 49418
[Contractor's city, state & zip]

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

Effective Date means: April 8, 2025.

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

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

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

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

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

TERMS AND CONDITIONS

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

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

None

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

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

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


City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: 

Contractor: RiverTown Painting Co., Inc

By: 
[Signature officer, director, or principal of Contractor]
Michael Corley Jr President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 3-31, 2025

STAFF REPORT

Date: March 26, 2025
Subject: Contract Amendment for Asphalt & Concrete Crack Leveling Sealant
From: Jay VanDyke, Assistant Director of Public Works – Maintenance
CC: Aaron Vis, Director of Public Works
Date of Meeting: April 7, 2025

RECOMMENDATION:

It is recommended that the City Council authorize a contract amendment with Sherwin Industries, Inc, to purchase asphalt & concrete crack leveling sealant in 2025 at 2024 unit prices.

ALIGNMENT WTH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City Infrastructure and Service Reliability

DISCUSSION:

Crack leveling sealant, also known as mastic, is a rubber material that is applied to larger cracks in asphalt and concrete as a preventative road maintenance practice during the early stages of road degradation and is one of the most cost-effective methods of extending road life.

On December 19, 2023, bids were received by the Kent County Road Commission for Asphalt & Concrete Crack Leveling Sealant. Sherwin Industries Inc. was the lowest bidder, offering Crafcro #33339 Mastic One product at a price of \$0.487 per pound for delivered material if delivered from Illinois, or \$0.5125 per pound if delivered from Tennessee. The City Council awarded this bid in 2024 via resolution number 27983, which came with a one-year renewal option for 2025. It is recommended that the City Council authorize the contract amendment with no price increase to Sherwin Industries, Inc for calendar year 2025. It is expected that staff will use approximately \$45,000 worth of sealing material this calendar year.



BUDGET IMPACT:

Sufficient funds are available in the major and local street maintenance accounts: 202-441-46300-775.000 and 203-441-46300-775.000.

ATTACHMENTS:

Sherwin Industries Contract Amendment

CITY OF WYOMING

CONTRACT AMENDMENT #1

Sherwin Industries, Inc.

This Contract Amendment is to Asphalt & Concrete Crack Leveling Sealant Contract made as of February 20, 2024 (Effective Date) between the City of Wyoming (City) and Sherwin Industries, Inc. (Contractor)

RECITALS

- A. City wishes to add an additional year of services to the Asphalt & Concrete Crack Leveling Sealant Contract. (Added Services).
- B. Contractor agrees to the same pricing as used in the original proposal, copy of which is attached as Exhibit A (Proposal):

TERMS AND CONDITIONS

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 2025

Approved as to form:



Heather Chapman, Deputy City Attorney

Sherwin Industries, Inc.

By: 

[Signature of officer, director or principal of Professional]
Randy S. Jackson, Vice President

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

Date signed: March 20, 2025

EXHIBIT A
PROPOSAL

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)

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: Sherwin Industries, Inc.
(Name of contracting entity)
A Wisconsin corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
2129 West Morgan Ave
(Contractor's street address)
Milwaukee, WI 53221
(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: February 20, 2024. 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. Which includes the Kent County, Michigan bid specifications and requirements for 2024.

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

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

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

City of Wyoming

By: Kent Vanderwood, Mayor

By: Kelli A. VandenBerg, City Clerk

Date signed: , 20

Approved as to form:

Contractor: Sherwin Industries, Inc.

By: [Signature]
(Signature officer, director, or principal of Contractor)
Vice President

(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: February 13, 2024

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 RFP or 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 the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract.

A. If 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 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

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

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

B. If the RFP indicates 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 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 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 equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does 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 any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., speaking English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. 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.

E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or 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 RFP. 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 §17. 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 RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

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

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

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

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

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

Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

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

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

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

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

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

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

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

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

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure

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

C. A party need not undertake the procedure provided in subsection 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 state courts in Kent County, Michigan.

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Unless otherwise provided in the RFP, 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 afforded to required insureds or additional insured 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	Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
\$2,000,000 per occurrence	
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage afforded to the required insureds or additional insured 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 afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

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

19. General Terms.

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

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

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



Bid Tabulation

Bid #24-MNT-03: Asphalt & Concrete Crack Leveling Sealant

Contract Term: December 31, 2024, w/ a One-Year Renewal Option

Bidder	Manufacturer & Product Name	Cost Per Pound/Truckload	FOB Location	Pounds Per Box/Box Per Pallet/ Per Truckload
Sherwin Industries	Crafco #33339 BX Mastic One	\$.487 / \$21,038.40	DeKalb, IL	40 lbs Per Box / 60 Boxes Per Pallet
		\$0.5125 / \$22,140	Halls, TN	18 Pallets Per Truckload
PT Products	Mastic T2	\$0.54 / \$24,786	Sandusky, OH	45 lbs / 60 Boxes / 17 Pallets
	Mastic T2 Dura-Melt	\$.62 / \$28,569.60		45 lbs / 64 Boxes / 16 Pallets
Maxwell Products	Maxwell Products Gap Mastic Mod 201	\$0.635 / \$30,803.85	Salt Lake City, UT	33 lbs Per Box / 70 Boxes Per Pallet / 21 Pallets Per Truckload

* 2024 Mastic Price Reflects a 4.07% Decrease from the 2023 Price

STAFF RECOMMENDS FOR THE BOARD TO AWARD THE BID TO ALL BIDDERS

Bid Letting Date: 12/19/2023
Anticipated Award Date: 01/09/2024



Kent County Road Commission

January 10, 2024

Randy Jackson
Sherwin Industries

Dear Randy:

On Tuesday, January 9, 2024, the Board of County Road Commissioners awarded the bid for the purchase of KCRC's 2024 requirements of Bid #24-MNT-03: Asphalt & Concrete Crack Leveling Sealant, as needed, to **Sherwin Industries Inc, PT Products, & Maxwell Products**, buying in the best interest of the Road Commission.

No blanket order number for the year will be issued, but each time a purchase is made, a different purchase order number will be issued by the Purchasing Department, or by an authorized staff member.

Please inform the proper personnel of the above. No invoice will be paid if it does not have a purchase order number on it.

The Road Commission reserves the right to renew the contract for one additional one-year term – 2025, upon mutual agreement of both parties. Pricing, terms and conditions of the first year of the contract will remain the same for the one-year renewal period.

Please respond by emailing this signed form to
anordstrom@kentcountyroads.net

Sincerely,

Andrew Nordstrom
Purchasing Manager

Signature of Authorized Agent:

, Vice President

Date: January 11, 2024

Working to keep Kent County moving

1500 Scribner Avenue NW, Grand Rapids, MI 49504 | (616) 242-6900 | kentcountyroads.net

**Bid Pricing Sheet for Bid #23-MNT-10:
Asphalt Concrete Crack Leveling Sealant**

ASPHALT CONCRETE CRACK LEVELING SEALANT:

Manufacturer and Product Name: Crafco, Inc. #33339 BX Mastic One

Price Based on Shipping DeKalb, IL

Cost per pound: \$ 0.4870 per pound \$21,038.40 / TL Pounds per box: 60 Boxes per pallet = 2,400 lbs
Halls, TN \$ 0.5125 per pound \$22,140.00 / TL per pallet

Boxes per Pallet: 40 BX/Pallet 2,400 LBS Pallets Per Truckload: 18 Pallets per 43,200 Truckload
Each Pallet contains 60 boxes

Company Name: Sherwin Industries, Inc.

Address: 2129 West Morgan Avenue

Milwaukee, WI 53221

Authorized Signature and Title:

 *Randy S. Jackson* Vice President
written

Randy S. Jackson, Vice President

printed/typed

Telephone No.: 414-281-6400 Fax # 414-281-6404

Email: rjackson@sherwinindustries.com

Date: December 18, 2023

Federal Employer ID Number 39-0612605

STAFF REPORT

Date: March 26, 2025

Subject: Contract Amendments for Hot Rubber Crack Sealer & Material for Concrete Joint Repair

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

CC: Aaron Vis, Director of Public Works

Meeting Date: April 7, 2025

RECOMMENDATION:

It is recommended that the City Council authorize contract amendments with Sherwin Industries, Inc. and Investors Supply, LLC d/b/a ERSCO Construction Supply for hot rubber crack sealer & material for concrete joint repair for 2025 at 2024 unit prices.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City Infrastructure and Service Reliability

DISCUSSION:

Public Works Department staff perform crack sealing on roads using a hot pour rubber compound as a preventative maintenance technique. Addressing cracks in their development infancy is a far more cost-effective option as opposed to waiting until the cracks develop into larger gaps or potholes.

On December 19, 2023, bids were received by the Kent County Road Commission for Hot Rubber Crack Sealer and Material for Concrete Joint Repair. Sherwin Industries, Inc. and Investors Supply, LLC d/b/a ERSCO Construction Supply provided the two lowest bid prices. The City Council awarded this bid in 2024 via resolution number 28109, which came with a one-year renewal option for 2025. It is recommended that the City Council authorize contract amendments with no price increase to Sherwin Industries, Inc. and Investors Supply, LLC d/b/a ERSCO Construction Supply for calendar year 2025.

Staff expect to use approximately \$35,000 worth of crack sealing material this calendar year.



BUDGET IMPACT:

Sufficient funds are available in the major and local street maintenance accounts: 202-441-46300-775.000 and 203-441-46300-775.000.

ATTACHMENTS:

Contract Amendments – Sherwin Industries and ERSCO Construction Supply

CITY OF WYOMING

CONTRACT AMENDMENT #1

Sherwin Industries, Inc.

This Contract Amendment is to Hot Rubber Crack Sealer & Material for Concrete Joint Repair Contract made as of July 2, 2024 (Effective Date) between the City of Wyoming (City) and Sherwin Industries, Inc. (Contractor)

RECITALS

- A. City wishes to add an additional year of services to the Hot Rubber Crack Sealer & Material for Concrete Joint Repair Contract. (Added Services).
- B. Contractor agrees to the same pricing as used in the original proposal, copy of which is attached as Exhibit A (Proposal):

TERMS AND CONDITIONS

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

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

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

City of Wyoming

By: _____
John Shay, City Manager


Date signed: _____, 2025

Approved as to form:



Heather Chapman, Deputy City Attorney

Sherwin Industries, Inc.

By: 

[Signature of officer, director or principal of Professional]
Randy S. Jackson, Vice President

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

Date signed: March 13, 2025

EXHIBIT A
PROPOSAL

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 2, 2024.

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

Proposal means Contractor'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:

Sherwin Industries, Inc.
[Name of supplying entity]
A Wisconsin corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2129 West Morgan Ave
[Supplier's street address]
Milwaukee, WI 53221
[Supplier's city, state & zip]

TERMS AND CONDITIONS

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

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

City reserves the right to renew the contract for one additional one-year term- 2025, at the same pricing and terms and conditions.

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

Supplier: Sherwin Industries, Inc.

By: _____
Kent Vanderwood, Mayor

By: Randy S. Jackson
[Signature of officer, director, or principal of Supplier]
Randy S. Jackson, Vice President
[Typed/Printed Name & Title of Person Signing for Supplier]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: June 18, 2024

Date signed: _____, 20__

Approved as to form:

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). 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 equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts. Therefore:

A. Supplier in (i) employment actions and (ii) 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. Supplier will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

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

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

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

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

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

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

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

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

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

17. **Risk Allocation.** Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and

consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

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

18. **Insurance.**

A. Supplier shall maintain the following insurance:

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

19. **General Terms.**

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

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

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

**Exhibit B
Proposal**

Specifications for Bid #24-MNT-04:
Hot Rubber Crack Sealer & Material for Concrete Joint Repair

**Bid Form for Bid #24-MNT-04:
Hot Rubber Crack Sealer & Material for Concrete Joint Repair**

*Meadows 3405:	<u>F.O.B. your site</u>	<u>Delivered KCRC site</u>
Cost per pound	\$ <u>No Bid</u>	\$ <u>No Bid</u>
*Crafco Type 2:		
Crafco #34244 Asphalt Rubber Plus Type 2	\$ 0.5212 - IL	\$ 0.5512 FOB Destination
Cost per pound	\$ <u>0.5212- OH</u>	\$ <u>0.5615 FOB Destination</u>
*Alternate Product: Crafco #34221 Roadsaver 221 Meeting ASTM 6690 Type 2		
Cost per pound	\$ 0.5449 - IL	\$ 0.5749 FOB Destination
	\$ <u>0.5449 - OH</u>	\$ <u>0.5849 FOB Destination</u>

* Indicate the number of units and weight per skid: 75 # units @ 2,250 lbs/skid
75 Boxes @ 30#/BX

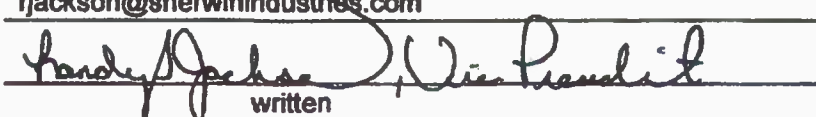
Concrete Joint Repair Material:

Fiber-Cut 1" x 9" x 12"	\$ <u>No Bid</u>	<u>Lft</u>
Dowel-Epoxy 1 1/4" x 18"	\$ <u>No Bid</u>	<u>Ea</u>
Hot Rod-Cut 1-1/4" (400')	\$ <u>No Bid</u>	<u>Lft</u>
Mesh 6 x 12 14/6 6'0" x 11'	\$ <u>No Bid</u>	<u>Sq Yd</u>

Minimum quantity of skids to be stocked at your location at any given time Minimum six skids

Delivery time from your supplier ARO to your site Estimated 7-14 Days ARO to KCRC site Estimated 7-14 Days ARO

Cash Discounts will be allowed for prompt payment as follows: Net 30 Days % cash discount if paid within 30 days from delivery and acceptance of goods or completion of service. (See Item Cash Discounts under General Specifications, C3)

Company Name Sherwin Industries, Inc.
Company Address 2129 West Morgan Avenue
Milwaukee, WI 53221
Telephone Number 414-281-6400 Fax# 414-281-6404
Email Address rjackson@sherwinindustries.com
Authorized Signature and Title 
written
Randy S. Jackson / Vice President
typed/printed
Date December 18, 2023
Federal Employer ID# or SS # 39-0612605

CITY OF WYOMING

CONTRACT AMENDMENT #1

Investors Supply, LLC d/b/a ERSCO Construction Supply

This Contract Amendment is to Hot Rubber Crack Sealer & Material for Concrete Joint Repair Contract made as of July 2, 2024 (Effective Date) between the City of Wyoming (City) and Investors Supply, LLC d/b/a ERSCO Construction Supply. (Contractor)

RECITALS

- A. City wishes to add an additional year of services to the Hot Rubber Crack Sealer & Material for Concrete Joint Repair Contract. (Added Services).
- B. Contractor agrees to the same pricing as used in the original proposal, copy of which is attached as Exhibit A (Proposal):

TERMS AND CONDITIONS

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

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

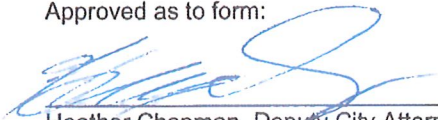
City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
John Shay, City Manager


Date signed: _____, 2025

Approved as to form:



Heather Chapman, Deputy City Attorney

Investors Supply, LLC d/b/a ERSCO Construction Supply

By: 

[Signature officer, director or principal of Professional]
Nick J. Scalabrino Sales
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 3-17, 2025

EXHIBIT A
PROPOSAL

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 2, 2024.

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

Proposal means Contractor'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: Investors Supply, LLC d/b/a ERSCO Construction Supply
(Name of supplying entity)
A Michigan limited liability company
(State and type of entity, e.g., corporation, limited liability company, etc.)
2739 Burlingame Ave SW
(Supplier's street address)
Wyoming, MI 49509
(Supplier's city, state & zip)

TERMS AND CONDITIONS

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

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

City reserves the right to renew the contract for one additional one-year term- 2025, at the same pricing and terms and conditions.

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

Supplier: Investors Supply, LLC d/b/a ERSCO Construction Supply

By: _____
Kent Vanderwood, Mayor

By: *Nick Scalabrino*
(Signature officer, director, or principal of Supplier)

By: _____
Kelli A. Vandenberg, City Clerk

Nick Scalabrino
(Typed/Printed Name & Title of Person Signing for Supplier)

Date signed: _____, 20__

Date signed: June 18, 2024

Approved as to form:

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). Unless waived by City's purchasing director, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfc.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 equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts. Therefore:

A. Supplier in (i) employment actions and (ii) 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. Supplier will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

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 the requirements referred to in this provision that City or 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@wyomingml.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.

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

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

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

A. In case of Supplier's default, City may procure the Items from other sources and hold Supplier responsible for excess costs occasioned by the default. Such action will only be (i) when time is of 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 non-compliance 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 non-compliance with the same contract provision.

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

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

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the Items under the contract, (ii) the conduct of its officers, employees, subcontractors, and

consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

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

18. Insurance.

A. Supplier shall maintain the following insurance:

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

19. General Terms.

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

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

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

**Exhibit B
Proposal**

Specifications for Bid #24-MNT-04:
Hot Rubber Crack Sealer & Material for Concrete Joint Repair

**Bid Form for Bid #24-MNT-04:
Hot Rubber Crack Sealer & Material for Concrete Joint Repair**

*Meadows 3405: F.O.B. your site Delivered KCRC site
Cost per pound \$.56 \$.57

*Grafc0 Type 2:
Cost per pound \$ _____ \$ _____

*Alternate Product: _____
Cost per pound \$ _____ \$ _____

* Indicate the number of units and weight per skid: 36 # units @ 1,980 lbs/skid

Concrete Joint Repair Material:

Fiber-Cut 1" x 9" x 12" \$ 20.40 Lft

Dowel-Epoxy 1 1/4" x 18" \$ 7.65 Ea

Hot Rod-Cut 1-1/4" (400') \$.50 Lft

Mesh 6 x 12 14/6 6'0" x 11' \$ 9.50 Sq Yd

Minimum quantity of skids to be stocked at your location at any given time 5

Delivery time from your supplier ARO to your site 4 to KCRC site 4

Cash Discounts will be allowed for prompt payment as follows: _____ % cash discount if paid within 30 days from delivery and acceptance of goods or completion of service. (See Item Cash Discounts under General Specifications, C3)

Company Name Ersco Construction Supply

Company Address 2739 Burlingame Ave. SW
Wyoming, WY 83509

Telephone Number Cell - 531-7050 Fax# Cell - 531-2420

Email Address Nick@erscosupply.com

Authorized Signature and Title Nick Scalabrino Sales
written

Nick Scalabrino
typed/printed

Date 12-18-2023

Federal Employer ID# or SS # 27-1994207

STAFF REPORT

Date: March 24, 2025
Subject: Bid Extension for Topsoil
From: Jodie Theis, Public Services Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: April 7, 2025

RECOMMENDATION:

The Public Works Department recommends that the City Council extends the bid for topsoil to Bultsma Construction Co. at a unit price of \$12.50 per ton of screened topsoil. It is also recommended that the City Council authorize the City Manager to execute the contract.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

On February 19, 2024, the City Council awarded the bid for Topsoil to Bultsma Construction Co. as referenced with Resolution #27973. Bultsma Construction Co. has agreed to a Contract Extension through February 28, 2026. The unit pricing shall remain unchanged from the previous year.

The Public Works Department uses approximately 1,200 tons of screened topsoil each year. The unit price of screened topsoil will be \$12.50 per ton, for an estimated yearly total cost of approximately \$15,000. The material is delivered to the Public Works Department, where a stockpile of topsoil is maintained.

BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water maintenance accounts.

Attachment(s):

Proposal Letter – Bultsma Construction Co.
Contract Amendment #1 – Bultsma Construction Co.

CITY OF WYOMING

CONTRACT AMENDMENT #1 Dave Bultsma & Associates, Inc.

This Contract Amendment is to the Topsoil Project Contract made as of February 20, 2024 (Effective Date) between the City of Wyoming (City) and Dave Bultsma & Associates, Inc. d/b/a Bultsma Construction Co. (Contractor)

RECITALS

- A. City wishes to add an additional year of services to the Topsoil Project Contract. (Added Services).
- B. Contractor submitted a proposal for the additional services, copy of which is attached as Exhibit A (Proposal):

TERMS AND CONDITIONS

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

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

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

City of Wyoming

By: _____
John Shay, City Manager


Date signed: _____, 2025

Approved as to form:



Heather Chapman, Deputy City Attorney

Dave Bultsma & Associates, Inc.

By:  _____
[Signature officer, director or principal of Professional]
Justin Bultsma-V.P.
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: MARCH 17, 2025

EXHIBIT A
PROPOSAL

Bultsma Construction Co.

10615 Burlingame SW ~ Byron Center, MI 49315
Phone 616-878-3603 ~ Fax 616-878-0204

January 6, 2025
City of Wyoming
Public Works Department
Wyoming, MI 49509

Attn : Jodie Theis
Public Services Supervisor

This letter is to inform the City of Wyoming that Bultsma Construction will extend our current prices for Screened Topsoil through February 28, 2026.

The current unit price that we will extend for **Screened Topsoil is \$12.50 per ton.**

We appreciate your business and the opportunity to continue doing business with the City of Wyoming.

Any questions please feel free to reach out.
Thank you,

Justin Bultsma
Vice President
(616) 813-1013

CITY OF
Wyoming
MICHIGAN

TOPSOIL 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: Dave Bultsma & Associates
(Name of supplying entity)
A Corporation - Michigan
(State and type of entity, e.g., corporation, limited liability company, etc.)
10615 Burlingame Ave
(Supplier's street address)
Byron Center, MI 49315
(Supplier's city, state & zip)

Effective Date means: Feb. 20, 2024

"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 3-Grant Compliance, 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: [Signature]
For Kent Vanderwood, Mayor

By: [Signature]
Kelli A. VanderBerg, City Clerk

Date signed: February 19, 2024

Approved as to form: [Signature]

Contractor: Bultsma construction

By: [Signature]
(Signature officer, director, or principal of Contractor)
Austin Bultsma - vice president
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: JAN 30, 2024

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR AERIAL INSECTICIDE SPRAYING SERVICES
AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR
SPONGY MOTH SUPPRESSION SERVICES

WHEREAS:

1. As detailed in the attached staff report, Hamilton Helicopters, Inc. has submitted an agreement for spongy moth suppression spraying services at a cost of \$74.60 per acre.
2. The Spongy Moth Suppression Spraying Services will be funded through a Special Assessment as approved by the City Council.
3. It is recommended the City Council accept the proposal contingent upon approval of the associated special assessments.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal for aerial insecticide spraying services from Hamilton Helicopters, Inc. in the total estimated amount of \$29,765.40, contingent upon approval of the associated special assessments.
2. The City Council does hereby authorize the City Manager to execute the agreement for Spongy moth suppression services.

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 April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: March 31, 2025
Subject: Spogy Moth Suppression Spraying Services for 2025
From: Kelli A. VandenBerg, City Clerk
Meeting Date: April 7, 2025

RECOMMENDATION

It is recommended the City Council accept a proposal from Hamilton Helicopters, Inc. for award of the contract for spongy moth suppression spraying services at a cost of \$74.60 per acre. A total of 399 acres is recommended for treatment. The acceptance of this proposal is contingent upon approval of the associated special assessments.

ALIGNMENT WITH STRATEGIC PLAN

Approval of this agreement will provide treatment of properties with a nuisance level infestation of spongy moths, providing protection to trees and properties throughout the community. Approval of this agreement ensures the treatment of spongy moths will be done at an equitable price that is consistent with previous treatment programs and in compliance with state and federal regulations.

DISCUSSION

In a suburban/urban setting such as Wyoming, the preferred method for application of an aerial insecticide spray is helicopter (versus fixed-wing aircraft). Very few aerial applicators exist in Michigan and even fewer that use helicopters for application. Hamilton Helicopter continues to serve the West Michigan area and maintains the appropriately licensing for spongy moth application. Hamilton Helicopter has several years of experience conducting Wyoming's spongy moth suppression program and provided a quote of \$74.60 per acre. Given the limited number of firms that perform this type of service, as well as Hamilton Helicopter's knowledge of the community and consistent pricing, it is recommended that the City of Wyoming contract with Hamilton Helicopter, Inc. for the 2025 spongy moth suppression spraying services.

BUDGET IMPACT

A total of 399 acres is recommended for spongy moth treatment, resulting in an approximate cost of \$29,765.40 for the aerial spray service. Total cost of the 2025 suppression program is estimated at \$38,140.40, which includes spray service, field consulting services, as well as all required mailings and legal publications. A special assessment has been proposed to accommodate the expense of this service. The special assessment would charge a flat fee of \$30 per parcel to those in the spray area. Larger properties (larger than 1/2 acre) have been identified for a separate special assessment that would charge a rate of \$93.00 per treated acre. There is no impact to the budget by funding this program through a special assessment.

SPONGY MOTH SUPPRESSION SERVICES CONTRACT

This Spongy Moth Suppression Services Contract is made as of _____, 2025, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 ("City") and Hamilton Helicopter Inc., a Michigan corporation the address of which is 4488 134th Ave, PO Box 264, Hamilton, MI 49419 ("HHI").

RECITALS

- A. City desires to control the spongy moth population within its boundaries.
- B. HHI is in the business of, interested in, and capable of participating in a spongy moth suppression program.

TERMS AND CONDITIONS

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

1. HHI's Services. HHI will:

- A. Will obtain any needed Federal Aviation Administration or other permits, file any needed flight plans, and obtain any other needed permits to aerial spray the designated areas of City between May 1, 2025 to June 15, 2025.
- B. Apply *Bacillus Thuringiensis* 'BT' at the rate of 19 B.I.U. per acre over the areas designated by City. (approximately 399 acres)
- C. Coordinate the spray timing with Aquatic Consulting Services.

2. City Responsibilities. City will:

- A. Determine spray blocks and provide digitized maps of them.
- B. Provide property owner notification of the spraying program and make all required or desired public notices.
- C. If desired, notify HHI of the location of objectors in and outside the spray blocks and exclude them from the spraying. Hold HHI harmless from, indemnify HHI for, and defend HHI against any actions, legal or otherwise, arising from a "no exclusion policy" and any spraying of the property of any objector(s).
- D. Provide traffic and crowd control at the time of spraying, in the spray blocks, and at the load site if deemed necessary by the parties.
- E. Provide a central loading site.
- F. Pay HHI a fee of \$74.60 per acre for each aerial application within 30 days of the invoice date.
- G. If HHI is prevented from undertaking the aerial application as a result of any injunction or other legal action, terrorist activity, or other circumstance beyond HHI's reasonable control, City will pay HHI \$15.00 per acre for the anticipated 399 acres as liquidated damages to cover costs incurred including any lost opportunities to provide other services.

3. Legal Compliance. HHI will 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.

4. Qualifications. HHI represents and promises that:

A. Neither HHI, including for purposes of this section HHI's officers, shareholders, or employees ("**HHI personnel**") (i) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within 3-years preceding the this Contract been convicted of or had a judgment against it for fraud or a criminal offense in connection with obtaining or attempting to obtain a public contract, for violating antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or otherwise criminally charged with any of the offenses enumerated in this certification; or (iv) has within 3-years preceding this Contract had a public transaction terminated for cause or default.

B. HHI is not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

C. HHI is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

5. Nondiscrimination and Respect. City is committed to equity, 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, 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.

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

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
E. 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.
F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or 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. HHI and HHI's personnel has not and will not: (i) engage in an act creating an appearance of impropriety with respect to this Contract award; (ii) attempt to influence or appear to influence an elected or appointed City officer or City employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this Contract. No HHI personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City officer or board/commission member except as already disclosed in writing to City. HHI will immediately notify City of any change in this statement.

7. Risk Allocation.

A. HHI is solely responsible for (i) the means and methods of services provided under this Contract, (ii) the conduct of HHI's personnel, and (iii) any injuries or property damage resulting from HHI's performance under this Contract. HHI will hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than City for personal injuries or property damage occurring during and as a result of HHI's services under this Contract, but not for any negligence or wrongdoing of City or City's officers or employees.

B. HHI will obtain and maintain general commercial liability insurance, including aviation liability insurance, of not less than \$1,000,000 per occurrence and \$1,000,000 in the general aggregate. That insurance shall include an endorsement stating the following are additional insureds: City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance City may have will be secondary and/or excess. If City requests, HHI will provide City's Purchasing Department copies of certificates of insurance, policies, and endorsements. HHI's liability to City under this contract shall be limited to the amounts of any insurance.

9. W-9. HHI will, before beginning work complete and return by email to the City Finance Department at accountspavable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).

11. Records. City is a public entity and receives funds from other governmental agencies, so City is required to retain, be able to obtain, and/or audit records related to City contracts. HHI will retain all records related to this Contract for at least 6 years and will, upon City's request, provide copies of and allow City to audit all retained records.

12. Assignment/Beneficiaries. No right or duty of either party under this Contract may be assigned or delegated without other party's prior written consent and no individuals or entities other than the parties are intended beneficiaries of this Contract.

13. Independence. HHI is independent of the City and none of HHI's personnel shall be or be represented to be City officers or employees. HHI is solely responsible for the acts, omissions, and statements of HHI's personnel. City will not insure HHI or HHI's owners, officers, members or employees for any liability, casualty or other purpose or loss.

14. General Provisions.

A. This Contract (i) was made in Kent County, Michigan and it to be governed by and interpreted under Michigan law, (ii) is the entire agreement between the parties regarding to its subject matter, and (iii) may not be amended or modified except in writing signed by both parties. Waiver of a breach shall not constitute a waiver of a later breach of the same or another provision. Captions are for reference only and shall not affect its interpretation, but the recitals are an integral part of this Contract.

B. To the extent permitted by law, the jurisdiction and venue for an action brought under this Contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, legal fees, expert fees and other costs incurred to investigate, bring, maintain or defend any such action from its first accrual or first notice thereof through all appellate and collection proceedings.

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

Signatures on next page

CITY OF WYOMING

HAMILTON HELICOPTER, INC.

By: _____
John Shay, City Manager

By:  _____
Kurt Homkes, President

Date signed: _____, 2025

Date signed: 5/25, 2025

Approved as to form:



Heather Chapman, Deputy City Attorney

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIR OF THE
BUCK CREEK RESTROOM STRUCTURE AND
AUTHORIZE PAYMENT TO VANDER KODDE CONSTRUCTION CO INC.

WHEREAS:

1. On March 15, 2025, it was discovered a tree had fallen on the Buck Creek restroom structure.
2. As detailed in the attached staff report, it is recommended City Council concur with the emergency repair in the total amount of \$11,580.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council concurs with the emergency repair of the Buck Creek restroom structure.
2. City Council authorizes payment to Vander Kodde Construction Co. Inc.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Proposal

STAFF REPORT

Date: March 26, 2025
Subject: Buck Creek Restroom Structure
From: Lynn Clarke, Assistant Director of Parks and Recreation
CC: Krashawn Martin, Director of Parks and Recreation
Tim Montgomery, Parks Foreman
Meeting Date: April 7, 2025

RECOMMENDATION:

It is recommended City Council authorize emergency repair work at the Buck Creek restroom structure by Vander Kodde Construction.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Improve City Infrastructure and Service Reliability

DISCUSSION:

On Saturday, March 15, 2025, it was discovered that a large tree had fallen on the Buck Creek Restroom Facility.

Upon discovery the City immediately took photos and secured the area while assessing damage. It was found the structure sustained external and internal damage from the incident. Due to the extent of the damage, it was determined that emergency repairs were required.

Vander Kodde Construction was contacted for the repairs.

BUDGET IMPACT:

The expense for this project will be incurred through the Property Insurance Fund 680-000-96400-962.000. The cost for this project is \$11,580.00.

March 24, 2025

Wyoming Buck Creek Restroom
4269 Burlingame Ave. SW
Wyoming, MI 49509
Attn: Tim Montgomery

PROPOSAL

REPAIR BUCK CREEK RESTROOM BUILDING: FALLEN TREE ON EXISTING BUILDING ROOF

We are pleased to present our quote for the above mentioned project. Our price includes:

1. **General Conditions**

- Supervision
- Equipment
- Dumpster
- Clean up

2. **Carpentry**

- Remove and dispose of metal roof
- Remove and replace 3/4" roof sheathing
- Repair trusses as needed
- New wood subfascia on south side
- Joint sealants
- Labor and material

3. **Roofing**

- Replace metal roof on south and east sides – match existing green color
- Install new ice and water shield on south and east roofs
- Install new drip edge – color to match existing
- Install new metal cap as needed – color to match existing
- Clean up

6. **Electric**

- Reinstall strip light in men's restroom
- Remove and reinstall can light in soffit on south side of building
- NOTE: assumed existing lights still work. If new lights are needed – add \$300.00

7. **General and Administrative**

For the sum of \$11,580.00

Not included: permit (not sure if required), architect fees, plumbing, painting, masonry, HVAC, excavating, landscaping, site work, security

Thank you for the opportunity to quote this project,



Jack Jolman
Vander Kodde Construction

c616.780.4860

jack@vanderkoddeconstruction.com

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR DESIGN CONSULTING SERVICES
FOR RENOVATIONS OF THE 62A DISTRICT COURT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from National Center for State Courts (NCSC) to provide professional design consulting services for renovations of courtroom 2 and the incorporation of new attorney/client interview rooms at the 62A District Courthouse at rate of \$155.00 per hour in the total amount not to exceed \$16,500.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal for design consulting services for renovations of the 62A District Court in the total estimated amount of \$16,500.00.
2. City Council authorizes the City Manager to sign the contract.

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 April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: March 19, 2025
Subject: Planning and Security Design Consulting Services for the 62A District Court
From: Troy Rinks, Facilities Foreman
CC: Aaron Vis, Director of Public Works
CC: Christopher Kittman, Court Administrator I 62A District Court
Meeting Date: April 7, 2025

RECOMMENDATION:

It is recommended that the City Council accept a proposal from National Center for State Courts (NCSC) to provide professional design consulting services for renovations of courtroom 2 and the incorporation of new attorney/client interview rooms into the central holding area of the 62A District Courthouse at an hourly rate of \$155 and in an amount not to exceed \$16,500.00, and authorize the City Manager to sign the associated contract.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The court detention facility is a critical component of the city's justice and public safety infrastructure. Proper design is essential to ensure the safety of staff, detainees, and the public while maintaining efficient operations. In recent years, evolving security threats and changing standards in detention practices have underscored the need for specialized expertise.

The design of court spaces and detention facilities involves a complex interplay of security measures, functionality, and compliance with local, state, and federal regulations. After conducting an initial review and evaluation of these spaces by the City's architect (The Architectural Group), it was decided that engaging with a firm that specializes in rehabilitation of these areas was appropriate. Expected benefits of utilizing a specialized firm include security expertise, legal compliance, increased functionality, operational efficiency, and streamlined design.

The National Center for State Courts (NCSC) is the central resource for state courts nationwide, providing expertise in all aspects of court operations. NCSC provided the attached proposal to provide design consulting services for Courtroom 2 and the attorney interview rooms in the

central holding area, at an hourly rate of \$155 and a not-to-exceed amount of \$16,500. Given the specialized and sensitive nature of these areas, both facility and court staff are recommending approval of a contract with NCSC.

BUDGET IMPACT:

Sufficient funds have been budgeted in Capital Projects Revolving Fund account 805-000-57300-975.000.

Attachments:

Contract

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN
(OVER \$8,500)
(No RFP)

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

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

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

Effective Date means: April 8, 2025.

Professional means: National Center for State Courts
[Name of contracting entity]
A District of Columbia corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
300 Newport Avenue
[Professional's street address]
Williamsburg, VA 23185
[Professional's city, state & zip]

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

Proposal means Professional's proposal attached as Exhibit B.

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

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

TERMS AND CONDITIONS

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

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

None.

4. If the Services include preparation of bid documents, Professional must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Professional. Any bid documents Professional provides must show that Professional or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

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

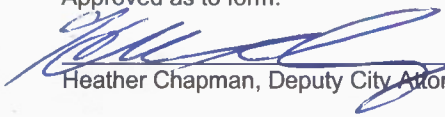
City and Professional have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:


Heather Chapman, Deputy City Attorney

National Center for State Courts

Signed by: Laure Givens
By: _____
vice President, CCS
[Signature officer, director or principal of Professional]
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 3/13/2025, 20__

EXHIBIT A**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

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

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

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

3. **Qualifications.** Professional represents and promises that:

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

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

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

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

4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that other engage in for or on City's behalf. Therefore:

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or 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. Professional will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Professional engages with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on any reason listed in subsection A, and (ii) if any engaged individuals have limited English proficiency (i.e., speak English less than very well), Professional will use language assistance services in communications.

C. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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

E. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision.

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

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

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

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

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

7. **Payment to Professional.**

A. Professional shall submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov) before beginning the Services.

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

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

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

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

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

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

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

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

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

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

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

14. Professional Liability and Risk Allocation.

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

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

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

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

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

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or

property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

15. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage 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. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage must include loading & unloading, transportation, storage, & removal of all hazardous waste or material. If this policy is claims made form, Professional must keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$3,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

16. General Terms.

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

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

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

EXHIBIT B
PROPOSAL



A nonprofit organization improving justice through leadership and service to courts.

Mary Campbell McQueen
President

Laurie Givens
Vice President

February 7, 2025

Christopher Kittmann
Court Administrator
62A District Court
2650 DeHoop Ave SW, Wyoming, MI 49509
Christopher.Kittmann@wyomingmi.gov

Re: Planning and Design Consulting Services for the 62A District Court in Wyoming, Michigan

Dear Mr. Kittmann:

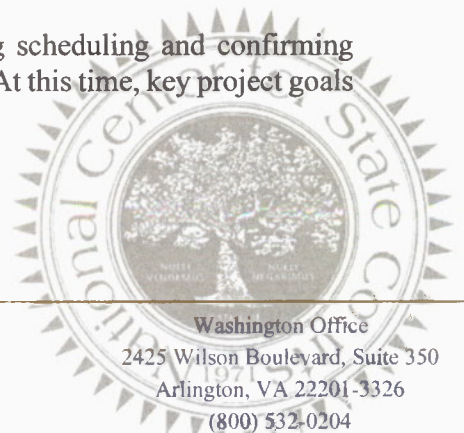
The National Center for State Courts (NCSC) is pleased to offer design consulting services to the 62A District Court in Wyoming, MI (the "Court"). The NCSC's overall scope of service will be to provide court space planning and design guidelines and conceptual layouts for the renovation of Courtroom 2 and for the incorporation of new attorney interview rooms into the central holding area of the 62A District Courthouse (the "Courthouse").

NCSC has a well-honed approach to space planning and a team of national expert NCSC consultants, described herein as "the NCSC project team," will bring to bear the latest research, guidance, and applicable standards on court facility planning. The NCSC project team is also prepared to apply its extensive knowledge base regarding court innovations and emerging best practices in court operations.

The proposed scope of services is as follows:

Task 1: Project Kickoff

This task encompasses project initiation activities including scheduling and confirming and/or refining space planning and guideline methodologies. At this time, key project goals will be confirmed, and the planning process will be outlined.



Headquarters
300 Newport Avenue
Williamsburg, VA 23185-4147
(800) 616-6164

www.ncsc.org

Washington Office
2425 Wilson Boulevard, Suite 350
Arlington, VA 22201-3326
(800) 532-0204

Planning and Design Consulting Services for the 62A District Court in Wyoming, Michigan
Page 2

Task 2: Identify Renovation Space Requirements

As a basis for understanding improvements needed, the NCSC project team will review existing floor plans, sketches, and other preliminary documents provided by the Court. The consultant will conduct virtual interviews with court officials and other stakeholders (as identified by the Court) to solicit input regarding overall project goals and objectives, specific security requirements, functional space needs for the effective operation of the Court, and potential issues/challenges that should be addressed by the concept design. Highlighted facility issues and users' requirements will be documented and incorporated into the conceptual design as described in the following task.

Task 3: Develop Space Layout Concept

The NCSC project team will develop conceptual layouts for Courtroom 2 and the new attorney interview rooms based on the identified requirements detailed above, taking into account the physical constraints of the existing space.

- The conceptual layouts will illustrate layouts based on the input received from court representatives and will incorporate considerations for functional adjacency, workflow, and court security.
- The conceptual layouts will be developed to scale with enough detail to illustrate walls, door openings and courtroom millwork arrangement.
- The conceptual layouts will include the following functional elements:
 - Entrances for the public, in-custody individuals, and judicial staff.
 - Location of participants within the courtroom/attorney interview rooms.
 - Appropriate circulation zones for public, in-custody individuals, and judicial staff.
 - New and existing walls, door locations, and equipment/furniture locations.

The NCSC project team will conduct one or more virtual work sessions with court officials to solicit feedback and make refinements to the renovation space concept. Once complete, the conceptual layouts may be used by a local architect and engineering team to develop detailed architectural and engineering drawings and specifications required for the development of construction documents.

Task 4: Develop Design Guidelines for Courtroom 2 and New Attorney Interview Rooms

The NCSC project team will provide an outline of best practices/guidelines for courtroom and ancillary space design as they apply to the spaces within the scope of this project. This will include general courthouse guidelines pertaining to space requirements, functional adjacency, security and circulation, accessibility, and courtroom technology considerations.

Planning and Design Consulting Services for the 62A District Court in Wyoming, Michigan
Page 3

Task 5: Provide implementation consulting during architectural design and construction

Upon completion of the conceptual layouts and design guidelines, the NCSC project team will be available to meet with court officials throughout the development of working architectural drawings and construction implementation to address design questions and related ad-hoc questions as they arise.

Project Budget and Schedule:

The cost of the proposed services will be charged at \$155 per hour not to exceed \$16,500. Payment for the services will be made in one installment upon delivery of the renovation layouts and guidelines. If consultation is desired beyond the scope of the stated consultation services, additional services will be provided by the NCSC at the rate of \$155 per hour for professional services and the actual project expenses incurred.

After the proposal is accepted and a contract is signed by all parties, the project is expected to be completed in approximately ten weeks.

If there are questions regarding this proposal, please contact Angie Lyon at alyon@ncsc.org. If you concur with this proposal, please acknowledge your acceptance by sending an email to the attention of Patti Snell at psnell@ncsc.org and Amanda Lovewell at alovewell@ncsc.org. Ms. Snell and Ms. Lovewell will then work with you to prepare a contract based on the scope of work and budget described in this letter.

We look forward to working with you on this project.

Sincerely,

Laurie Givens
Vice President

cc: Courtney Cardosa
Shay Cleary
Angie Lyon

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO THE KENT COUNTY DRAIN COMMISSION
FOR THE INTERURBAN TRAIL CULVERT REPLACEMENT ON CRIPPEN DRAIN

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize payment to the Kent County Drain Commission for Interurban Trail Culvert Replacement in the amount of \$50,075.98.
2. Funds are available in the Major Streets Maintenance account number 202-441-46300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment to the Kent County Drain Commission for the Interurban Trail Culvert Replacement in the amount of \$50,075.98.

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 April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Invoice

Resolution No. _____

STAFF REPORT

Date: March 31, 2025

Subject: Authorize Payment to the Kent County Drain Commission for the Interurban Trail Culvert Replacement on Crippen Drain

From: Jeff Oonk – City Engineer

CC: Aaron Vis – Director of Public Works

Meeting Date: April 7, 2025

RECOMMENDATION:

It is recommended that the City Council authorize payment to the Kent County Drain Commission for replacing the Interurban Trail culvert on the Crippen Drain in the amount of \$50,075.98.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 - Stewardship

DISCUSSION:

The Kent County Drain Commission owns and maintains several drains within the City of Wyoming. When the Drain Commission performs maintenance activities on these drains, the City of Wyoming is invoiced for this work consistent with the Drain Code.

The City maintains its portion of the Interurban Trail within a Consumers Energy transmission line corridor west of Division Avenue. The culvert that carries this trail over the Crippen Drain failed, causing portions of the trail to settle and become unsafe. The Engineering Department requested that the Drain Commission replace the culvert and restore the trail. The Drain Commission is best suited to undertake this type of work because the Drain Code requires less State permitting than if the City were to perform the work. The Drain Commission bid out the work and awarded it to the low bidder for

\$49,900.00. The Drain Commission's costs for inspection, design, and administration were \$175.98. Therefore, the total amount owed to the Drain Commission is \$50,075.98.



BUDGET IMPACT:

Sufficient funds exist in the Major Streets Maintenance account number 202-441-46300-930.000.

ATTACHMENT:

Kent County Drain Commission Invoice #2024-086



Invoice

Office of the Drain Commissioner

775 Ball Ave NE
Grand Rapids, MI 49503-1307
Phone: (616) 632-7916

DATE: 01/23/25
INVOICE #: 2024-086

To: Jeff Oonk, Civil Engineer
City of Wyoming
2660 Burlingame Ave SW
Wyoming, MI 49509-2825
jeff.oonk@wyomingmi.gov

DRAIN NAME
CRIPPEN

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Drain Expenditures thru 12/31/2024		
1	Crippen	50,075.98	50,075.98
NET DUE 30 DAYS		TOTAL	50,075.98

Please make checks payable to: KENT COUNTY DRAIN COMMISSIONER

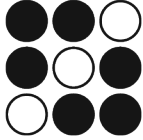
STATEMENT

Statement Period:
01/01/2024 - 12/31/2024

Drain Name	Date	Description	Invoice Number	Amount	Percentage	Share
CRIPPEN	08/18/24	BUSSCHER DEVELOPMENT INC	1934	49,900.00	100.00000%	49,900.00
CRIPPEN	08/31/24	KCDC DRAIN EXPENSES 08/01/2024 - 08/31/2024	KCDC 20240831	89.37	100.00000%	89.37
CRIPPEN	09/30/24	KCDC DRAIN EXPENSES 09/01/2024 - 09/30/2024	KCDC 20240930	86.61	100.00000%	86.61
CRIPPEN TOTAL						50,075.98
GRAND TOTAL						50,075.98

Billing Information:

Kent County Drain Commissioner
775 Ball Ave NE, Grand Rapids, MI 49503-1307
Contact: Lani Brown @ (616) 632-7916



Invoice No.

1934

Busscher Development Inc.
9090 New Holland St.
Zeeland MI 49464

616-836-1521

kevin.busscher@gmail.com

Bill To

Kent County
Attn: Drain Commissioner
300 Monroe Ave NW
Grand Rapids, MI 49503

Date	Project	Terms
08/18/24		

Item	Description	Quantity	Rate	Amount
Misc.	Crippen Drain: Culvert replacement and drain maintenace per contract. Less MDOT Plain Rip Rap Bank Stabilization.	1	49,900.00	49,900.00

Subtotal \$49,900.00

Sales Tax \$0.00

Total \$49,900.00

Office of the Drain Commissioner

775 Ball Ave NE
Grand Rapids, MI 49503-1307
Phone: (616) 632-7910
Website: www.accesskent.com/draincommissioner



DRAIN EXPENSE REPORT

Date	Drain Name	Description of Work	Total Expense
08/02/24	CRIPPEN	POSTAGE	2.76
08/05/24	CRIPPEN	INTERURBAN TRAIL CULVERT INSPECTION	86.61
Grand Total			89.37

Office of the Drain Commissioner

775 Ball Ave NE
Grand Rapids, MI 49503-1307
Phone: (616) 632-7910
Website: www.accesskent.com/draincommissioner



DRAIN EXPENSE REPORT

Date	Drain Name	Description of Work	Total Expense
09/04/24	CRIPPEN	INSPECTION	86.61
Grand Total			86.61

RESOLUTION NO. _____

RESOLUTION TO SUPPORT THE PREVENTATIVE MAINTENANCE PROJECT
ON THE GODFREY AVENUE BRIDGE OVER PLASTER CREEK

WHEREAS:

1. In 2024, a biannual bridge inspection recommended various repairs to the Godfrey Avenue Bridge over Plaster Creek.
2. The City of Wyoming is seeking State of Michigan – Local Bridge Program funding to perform said repairs.
3. It is in Wyoming’s best interest to apply for Local Bridge Program funding to assist with the Godfrey Avenue Bridge repairs.
4. The anticipated cost based upon the engineer’s estimate is approximately \$908,000, which Wyoming would contribute 10% (approximately \$90,800) of the cost if selected.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby support the project to perform preventative maintenance on the Godfrey Bridge over Plaster Creek with the use of Local Bridge Program funds.

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 April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Local Bridge Program Application SN5247

Resolution No. _____

STAFF REPORT

Date: March 31, 2025

Subject: Resolution of Support for the Godfrey Avenue Local Bridge Project

From: Jeff Oonk – City Engineer

CC: Aaron Vis – Director of Public Works

Meeting Date: April 7, 2025

RECOMMENDATION:

It is recommended City Council support the preventative maintenance project on the Godfrey Avenue over Plaster Creek bridge with the use of Local Bridge Program funds. The City of Wyoming's share of the estimated \$908,000 project would be approximately \$90,800 if selected.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 - Stewardship

DISCUSSION:

The biannual bridge inspection in 2024 identified various repairs needed on the Godfrey Avenue Bridge over Plaster Creek located north of Chicago Drive. Repairs include replacement of the existing railing, installation of approach guardrail, steel repairs, clean and coat all steel surfaces including beams, diaphragm, piles, etc. The City is applying for Local Bridge Program funding to assist with the costs of the repair and the associated resolution of support is part of the application requirements.

If selected as a viable bridge candidate in the fall of 2025, repairs would be constructed in 2028. Costs for the repairs based on an Engineer's Estimate are \$908,000. The City's share of the costs would be 10% or approximately \$90,800.

CITY OF WYOMING
APPLICATION FOR
MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL BRIDGE FUNDS
GODFREY AVENUE OVER PLASTER CREEK (SN 5247)

I. INTRODUCTION

The Godfrey Avenue bridge over Plaster Creek is the first priority for the City of Wyoming for the 2028 fiscal year. The City is requesting funding for a preventive maintenance project. A brief description of the bridge follows:

- Constructed in 1956, the Godfrey Avenue bridge is a single span bridge with a total length of 61 feet.
- The bridge has a clear width of 45 feet and an out-to-out width of 56.4 feet.
- The superstructure consists of steel beams with a concrete deck.
- The abutments are steel H-piles with a corrugated steel backwall.
- There are sidewalks on each side of the bridge with 5 feet of available walking width.
- The bridge has a steel R-4 railing attached to the top of the sidewalk.

Godfrey Avenue is classified as an “Urban Major Collector” on the National Functional Classification Map. The average daily traffic on Godfrey Avenue is 5,129 vehicles per day.

II. GENERAL CONDITION

Overall the bridge is in fair to poor condition and is posted at 42/63/74 tons. A September 2024 inspection noted the following deficiencies:

- Steel R-4 railing is rusting with holes through top and bottom panels.
- Popouts and a few transverse cracks in concrete sidewalks.
- Transverse cracks with efflorescence in bottom of concrete deck.
- Paint is peeling on steel beams and beams are rusting where paint has failed. Section loss noted on flanges of a couple beams.
- Exposed portions of steel abutment piles are rusting with scattered section loss. Corrugated backwall is also rusting.
- Short sections of approach guardrail in 2 quadrants are not attached to bridge rail.

III. NARRATIVE SUPPORTING THE APPLICATION

A. Contact Person

The contact person for the City of Wyoming is:

Mr. Jeff Oonk
City Engineer
City of Wyoming
2660 Burlingame Ave
Wyoming, MI 49509
Phone: 616-530-7254

B. Preventive Maintenance Discussion

The preventive maintenance work would include the following:

- Remove existing railing and replace with a 4-tube pedestrian railing.
- Install approach guardrail anchorages and terminals.
- Install structural steel repair on abutment pile.
- Install structural steel repair on steel beams where section loss has occurred.
- Clean and coat all steel surfaces including beams, diaphragms, abutment piles, steel angles, and abutment backwall.

C. Economic Importance

The economic importance of the Godfrey Avenue bridge over Plaster Creek includes the following:

- Godfrey Avenue serves a number of commercial and industrial facilities to the northeast of the bridge and several residences to the southwest of the bridge.
- Godfrey Avenue is an alternate route to the heavily traveled I-196 Business Loop and Grandville Avenue.
- Several schools are located in the vicinity of the bridge, and many students in the area walk to school.

D. Existing Detour Impact

Vehicles that exceed the posted weight limit must take a 0.5 mile detour.

E. Impact of Closed Structure

If the Godfrey Avenue Bridge were closed, delivery vehicles, school buses, emergency vehicles and commercial trucks would have to take a 0.5 mile detour. The closure would add more vehicles to heavily traveled Grandville Avenue. Businesses on the northeast side of the bridge would be affected. Students using the bridge to walk to school would have to detour onto heavily traveled Grandville Avenue.

F. Structure Maintenance

The HMA wearing surface was milled and resurfaced in 2013.

IV. COST BREAKDOWN

Following is the estimated cost for preventive maintenance on the Godfrey Avenue bridge.

ITEM	COST ITEM		COST
A.	Approach Construction	(A)	\$78,000
B.	Structure Construction	(B)	\$830,000
		Total (A&B)	\$908,000

Exhibit 4 - Cost Estimating Worksheet

2025

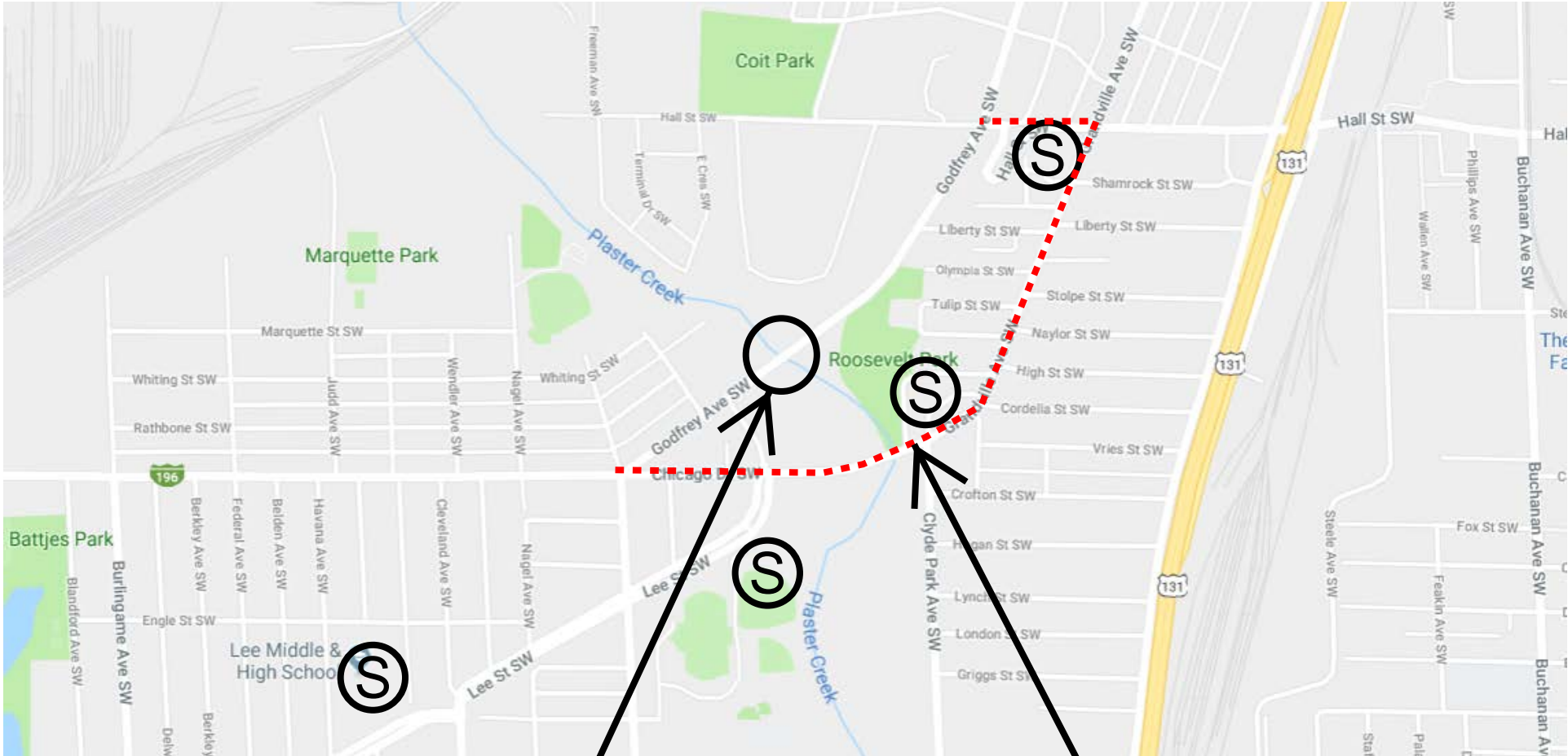
**BRIDGE COST ESTIMATE WORKSHEET
- CPM, REHAB, REPLACE -**

REV. 02/6/2024

DATE: 3/25/2025

OWNER: WYOMING	FISCAL YEAR: 2028	Out to Out	Curb to Curb	ENGINEER: RWL
REGION: Grand		LENGTH	WIDTH	STRUCTURE ID: 5247
TSC: Grand Rapids	PR: 408506 MP: 0.761	61.2	56.4	BRIDGE ID: N/A
LOCATION: GODFREY AVENUE over PLASTER CREEK		DECK AREA: 3,452	SFT	STR. TYPE: Steel
PRIMARY WORK ACTIVITY: Painting Complete		CLEAR ROADWAY: 2,754	SFT	Multi-Stringer, W or I-Beam
OTHER WORK: Steel repairs, railing replacement, HMA				

WORK ACTIVITY	MDOT Bridge Design Guides	QUANTITY	UNIT	UNIT COST	TOTAL
NEW BRIDGE (increase deck area based on design standards and hydraulic requirements)					
Single or Multiple Spans, Grade Separation	(add demo, approach, MOT)		SFT	\$435.00/SFT	
Single Span, Over Water	Length < 100ft (add demo, approach, MOT)		SFT	\$525.00/SFT	
Multiple Spans, Over Water	Length > 100ft (add demo, approach, MOT)		SFT	\$470.00/SFT	
Precast Culvert	Length < 40ft (add demo, approach, MOT)		SFT	\$565.00/SFT	
NEW SUPERSTRUCTURE					
New Superstructure, Grade Separation	(incl. remove exist deck/super; add MOT & approach)		SFT	\$310.00/SFT	
New Superstructure, Over Water	(incl. remove exist deck/super; add MOT & approach)		SFT	\$315.00/SFT	
WIDENING					
Structure Widening, _____ ft	(incl. deck/super/sub widening, add approach transition)		SFT	\$630.00/SFT	
NEW DECK					
New Bridge Deck & Barrier	(incl. remove exist deck/railing, add approach, MOT)		SFT	\$150.00/SFT	
DEMOLITION					
Entire Structure, Grade Separation			SFT	\$75.00/SFT	
Entire Structure, Over Water			SFT	\$95.00/SFT	
DECK REPAIR / TREATMENTS					
Bridge Railing Replacement	(incl. removal and replacement)	122.0	FT	\$750.00/FT	\$91,500.00
Concrete Brush Block / Curb Patch	(incl. hand chipping and formwork)		FT	\$29.00/FT	
Concrete Barrier Patch	(incl. hand chipping and formwork)		SFT	\$85.00/SFT	
Concrete Deck Patch	(incl. hand chipping)		SFT	\$68.00/SFT	
Deep Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
Epoxy Overlay	(incl. warranty)		SYD	\$48.00/SYD	
Expansion Joint Gland Replacement	(remove and replace elastomeric gland)		FT	\$125.00/FT	
Expansion Joint Replacement	(incl. removal)		FT	\$860.00/FT	
Full Depth Patch			SFT	\$140.00/SFT	
Healer / Sealer	(penetrates cracks in bridge deck)		SYD	\$30.00/SYD	
HMA Overlay with WP membrane		306.0	SYD	\$60.00/SYD	\$18,360.00
Overlay Removal	(Epoxy: \$22/syd Latex: \$26/syd HMA: \$40/syd)	306.0	SYD	\$40.00/SYD	\$12,240.00
Reseal Bridge Joints			FT	\$28.00/FT	
Shallow Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
SUPERSTRUCTURE REPAIR					
Bearing Realignment / Replacement	(incl. temporary supports)		EA	\$6,450.00/EA	
Heat Straightening	(incl. clean and coat)		EA	\$57,000.00/EA	
Pack Rust Repair	(greater than 3/8" separation)		FT	\$1,150.00/FT	
Paint - Complete	(incl. clean & coat)	13,900.0	SFT	\$30.00/SFT	\$417,000.00
Paint - Partial / Spot / Zone	(incl. clean & coat - \$20k minimum)		SFT	\$60.00/SFT	
PCI Beam End Blockout	(incl. temporary supports)		EA	\$7,200.00/EA	
Pin & Hanger Replacement	(incl. temporary supports)		EA	\$17,000.00/EA	
Structural Steel Repair	(based on 6ft repair length)	10.0	EA	\$4,000.00/EA	\$40,000.00
Structural Steel Repair - Stiffener	(includes each side of beam)		EA	\$1,500.00/EA	
SUBSTRUCTURE REPAIR					
Substructure Patching	(measured x 2) replace if repair area > 30%		CFT	\$360.00/CFT	
Pile Repair	(1 north abutment pile)	1.0	EA	\$3,000.00/EA	\$3,000.00
Substructure Horizontal Surface Sealer			SYD	\$75.00/SYD	
Temporary Supports	(add Structural Steel Repair - Stiffener for ea steel beam)		EA	\$4,000.00/EA	
MISCELLANEOUS					
Articulating Concrete Block System (ACB)			SYD	\$320.00/SYD	
Concrete Surface Coating			SYD	\$47.00/SYD	
Culvert Cleanout			FT	\$125.00/FT	
Epoxy Crack Injection	(structural crack repair)		FT	\$70.00/FT	
Metal Mesh Panels	(48" width, max 6'-6" length)		SFT	\$28.00/SFT	
Pressure Relief Joint	(use when approach concrete roadway exceeds 1,000ft)		FT	\$110.00/FT	
Riprap	(assume 10ft distance around perimeter of substructure)		SYD	\$275.00/SYD	
Silane Treatment	(penetrating sealer for concrete surfaces)		SFT	\$7.00/SFT	
Slope Protection Repairs			SYD	\$150.00/SYD	
Sidewalk and Deck Fascia Patching	(miscellaneous quantity)	50.0	SFT	\$75.00/SFT	\$3,750.00
BASE STRUCTURE CONSTRUCTION BUDGET					\$585,850
CONTINGENCY (10% - 20%) (use higher contingency for small projects)		15	%	\$586,000.00	\$88,000
MOBILIZATION (estimate at 10%)		10	%	\$674,000.00	\$67,000
INFLATION (assume 4% per year, beginning in 2024)		12	%	\$741,000.00	\$89,000
STRUCTURE CONSTRUCTION BUDGET					\$830,000
ROAD WORK					
Approach Pavement, 12" RC	(incl. removal; add curb, gutter, guardrail) 40' ea. end		SYD	\$230.00/SYD	
Approach Curb & Gutter	(incl. removal) 40' ea. quadrant		FT	\$57.00/FT	
Guardrail Anchorage to Bridge	(each quadrant)	4.0	EA	\$2,540.00/EA	\$10,160.00
Guardrail	(incl. removal) < 200ft beyond reference line		FT	\$41.00/FT	
Guardrail Terminal	(each quadrant)	4.0	EA	\$3,900.00/EA	\$15,600.00
Roadway Approach Work	(beyond approach pavement)		LSUM		
Utilities			LSUM		
TRAFFIC CONTROL <i>Unit Cost to be determined by Region or TSC Traffic & Safety</i>					
Part Width Construction			LSUM		
Crossovers			EA	/EA	
Temporary Traffic Signals			set	/set	
RR Flagging			LSUM		
Detour	min. \$30,000	1.0	LSUM	\$30,000.00/LSUM	\$30,000.00
BASE ROAD/TRAFFIC CONSTRUCTION BUDGET					\$55,760
CONTINGENCY (10% - 20%) (use higher contingency for small projects)		15	%	\$56,000.00	\$8,000
MOBILIZATION (estimate at 10%)		10	%	\$64,000.00	\$6,000
INFLATION (assume 4% per year, beginning in 2025)		12	%	\$70,000.00	\$8,000
RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET					\$78,000
TOTAL CONSTRUCTION BUDGET					\$908,000
(Does not include PE or CE)				CON BUDGET	\$908,000
(Refer to programming guidelines in Bridge Cost Estimating Worksheet-Key for CE,PE & PE-S)				PE BUDGET	\$0
				PE-S BUDGET	\$0



PROJECT LOCATION

DETOUR ROUTE


LOCATION MAP
GODFREY AVENUE OVER PLASTER CREEK
CITY OF WYOMING, KENT COUNTY T6N, R12W

LEGEND: S – SCHOOL

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5247

BRIDGE SAFETY INSPECTION REPORT

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition	
GODFREY AVENUE	42.9376 / -85.6902	414745500019B01	Poor Condition(4)	
Feature	Length / Width / Spans	Owner		
PLASTER CREEK	61.2 / 56.4 / 1	City: WYOMING(7455)		
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
IN WYOMING	1956 / / 2000 / 2013	Grand Rapids(11)	P Posted for load(426374)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	3 Steel / 02 Multi Str Non Comp	09/19/2024 / 7H8T	5 Stable w/in footing	

NBI INSPECTION

7H8T

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	12	09/19/2024

GENERAL NOTES

Poor. Change frequency to 12 months due to section loss on beams and abutments. Post at 42/63/74. Bridge inventoried south to north. UPDATE: New posting signs installed as of 10/17/24.

Weight limit signs in place on both ends of bridge	YES
Weight limit shown on signs at bridge	426374
Required advance warning weight limit signs in place	YES
Weight limit shown on advance warning signs	426374


DECK

	09/20	09/22	09/24	
1. Surface (SIA-58A)	8	7	7	Sealed longitudinal crack and a few shorter sealed and unsealed cracks in each lane. (09/24) Sealed longitudinal crack and a couple shorter sealed and unsealed cracks in each lane. (09/22) Sealed longitudinal crack in each lane. (09/20)
2. Expansion Joints	N	N	N	(09/24) (09/22) (09/20)
3. Other Joints	N	N	N	(09/24) (09/22) (09/20)
4. Railings	3	3	3	R4 railing panels are rusting with scale. Holes rusted through top and bottom panels, bottom is worse. Bottom rail is loose at a few posts. Top rail panel missing on one section east side, separating at several other sections both sides. Nuts on anchor bolts have heavy corrosion, some are almost gone. (09/24) R4 railing panels are rusting with scale. Holes rusted through top and bottom panels, bottom is worse. Top rail panel missing on one section east side, separating at several other sections both sides. Nuts on anchor bolts have heavy corrosion, some are almost gone. (09/22) R4 railing panels are rusting with scale. Holes rusted through top and bottom panels, bottom is worse. Top rail panel separated in middle section east side, 2 sections west side. Nuts on anchor bolts have heavy corrosion, some are almost gone. (09/20)
5. Sidewalks or Curbs	6	6	6	Both sidewalks have popouts/spalls throughout, a couple spalls up to 1 sft. Transverse cracks in sidewalks. Patched areas in the face of both sidewalks. (09/24) Both sidewalks have popouts/spalls throughout with transverse cracks. Patched areas in the face of both sidewalks. (09/22) Both sidewalks have popouts/spalls throughout with transverse cracks. Patched areas in the face of both sidewalks. (09/20)
6. Deck Bottom Surface (SIA-58B)	5	5	5	Each bay has 3-8 transverse cracks with efflorescence. (09/24) Each bay has 3-8 transverse cracks with efflorescence. (09/22) Each bay has 3-8 transverse cracks with efflorescence. (09/20)

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5247

BRIDGE SAFETY INSPECTION REPORT

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition	
GODFREY AVENUE	42.9376 / -85.6902	414745500019B01	Poor Condition(4)	
Feature	Length / Width / Spans	Owner		
PLASTER CREEK	61.2 / 56.4 / 1	City: WYOMING(7455)		
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
IN WYOMING	1956 / / 2000 / 2013	Grand Rapids(11)	P Posted for load(426374)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	3 Steel / 02 Multi Str Non Comp	09/19/2024 / 7H8T	5 Stable w/in footing	

7. Deck (SIA-58)	5	5	5	<p>Transverse cracks with efflorescence in bottom of deck. Leakage has caused corrosion of the steel beams but does not appear active at time of inspection. East deck fascia cracked and spalled with efflorescence - est 75% cracked, 12' spalled. Hairline vertical cracks in west deck fascia. (09/24)</p> <p>The bottom of the deck is cracked with efflorescence. Leakage has caused corrosion of the steel beams but does not appear active. East deck fascia cracked and spalled with efflorescence - est 75% cracked, 12' spalled. Hairline vertical cracks in west deck fascia. (09/22)</p> <p>The bottom of the deck is cracked with efflorescence. Leakage has caused corrosion of the steel beams but does not appear active. East deck fascia cracked and spalled with efflorescence - est 75% cracked, 12' spalled. Hairline vertical cracks in west deck fascia. (09/20)</p>
8. Drainage				<p>Good, off ends. (09/24)</p> <p>Good, off ends. (09/22)</p> <p>Good, off ends. (09/20)</p>

SUPERSTRUCTURE

	09/20	09/22	09/24	
9. Stringer (SIA-59)	4	4	4	<p>13 steel beams. Paint on beams is flaking off and beams are rusting where paint is missing. Measured 0.965" bottom flange of beam 4E at midspan, measured 0.97" bottom flange of beam 7E at midspan. Original flange thickness is 1.02". Near the north abutment, the top and bottom flanges of a few beams are rusting with section loss. Measured 0.84" bottom flange of beam 7E 10' from north abutment. (09/24)</p> <p>Paint on beams is flaking off and beams are rusting where paint is missing. Near the north abutment, the top and bottom flanges of a few beams are rusting with section loss. Est 5%-10% typical section loss in rusted areas with isolated 15% section loss. Center beam - measured 0.85" bottom flange 10' from north abutment. (09/22)</p> <p>Paint on beams is flaking off and beams are rusting where paint is missing. Near the north abutment, the top and bottom flanges of a few beams are rusting with section loss. Est 5%-10% typical section loss in rusted areas with isolated 15% section loss. Center beam - measured ~0.85" bottom flange 10' from north abutment (measurement is approximate, could not knock off all pack rust). (09/20)</p>
10. Paint (SIA-59A)	3	3	3	<p>Large areas peeling on beams, estimate 25% to 30% failed. (09/24)</p> <p>Large areas peeling on beams, est 25% failed. (09/22)</p> <p>Large areas peeling on beams, est 25% failed. (09/20)</p>
11. Section Loss	2	2	2	<p>Section loss at beam ends generally <10%, except 15%-20% at north end of beam 7E. (09/24)</p> <p>Est 5%-10% typical section loss in rusted areas with isolated 15% section loss. (09/22)</p> <p>Est 5%-10% typical section loss in rusted areas with isolated 15% section loss. (09/20)</p>
12. Bearings	6	6	5	<p>Bearing plates are rusting, but section loss appears to be minor. (09/24)</p> <p>Bearing plates are rusting. (09/22)</p> <p>Bearing plates are rusting. (09/20)</p>


SUBSTRUCTURE

09/20 09/22 09/24

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5247

BRIDGE SAFETY INSPECTION REPORT

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PLASTER CREEK	61.2 / 56.4 / 1	City: WYOMING(7455)		
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
IN WYOMING	1956 / / 2000 / 2013	Grand Rapids(11)	P Posted for load(426374)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	3 Steel / 02 Multi Str Non Comp	09/19/2024 / 7H8T	5 Stable w/in footing	

13. Abutments (SIA-60)	5	5	4	Several piles with holes through flanges were repaired in 2007 with 3/8" plate steel bolted to web and top of concrete wall. Repaired areas were painted but are now rusting at bottom, some have scale with up to 25% section loss. Pile under west fascia north abutment has hole through flange at bottom (no repair). Paint flaking off upper portion of piles and cap, especially north abutment piles 4W & 5W and south abutment pile 5W which have section loss. Corrugated backwall is rusting at bottom and joints. (09/24) Bottom of all abutment pile have been painted. Pile with holes through flanges have been repaired with plate steel. Repairs are rusting. Pile under west fascia north abutment has hole through flange at bottom. Paint flaking off upper portion of piles and cap, esp under beam 4W north abutment which has section loss. Corrugated backwall is rusting at bottom and joints. (09/22) Bottom of all abutment pile have been painted. Pile with holes through flanges have been repaired with plate steel. Repairs are rusting. Pile under west fascia north abutment has hole through flange at bottom. Paint flaking off upper portion of piles and cap, esp under beam 4W north abutment which has section loss. Corrugated backwall is rusting at bottom and joints. (09/20)
14. Piers (SIA-60)	N	N	N	(09/24) (09/22) (09/20)
15. Slope Protection	N	N	N	(09/24) (09/22) (09/20)
16. Channel (SIA-61)	4	3	5	Abandoned sewer casing lying in stream. Pier from abandoned sewer collects debris. Previous debris pile has been removed. Log and small amount of debris in channel under bridge. Scattered riprap, many bricks thrown into stream. Sand building up in NE corner. (09/24) Abandoned water main casing lying in stream. Pier from abandoned water main collects debris and redirects flow toward south abutment causing scour hole. Very large debris pile under bridge blocking 75% of channel. Scattered riprap, many bricks thrown into stream. Sand building up in NE corner. (09/22) Abandoned water main casing lying in stream. Pier from abandoned water main collects debris and redirects flow toward south abutment causing scour hole. Large dead tree and debris pile under bridge. Scattered riprap, many bricks thrown into stream. Sand building up in NE corner. (09/20)
17. Scour Inspection	6	5	6	Minor scour in front of SW abutment, up to 3.5' of wall exposed (4.5' in 2022). Plans show 4.5' wall height, pile-supported. Old concrete pier exposed under bridge. (09/24) Scour hole in front of SW abutment, up to 4.5' of wall exposed, could feel tremie. Plans show 4.5' wall height, pile-supported. Stream bottom also scouring under debris pile. (09/22) Scour hole in front of SW abutment, up to 3.6' of wall exposed. Plans show 4.5' wall height, pile-supported. (09/20)

APPROACH

	09/20	09/22	09/24	
18. Approach Pavement	7	7	7	Sealed transverse and longitudinal cracks in each approach, cracks starting to open up again. (09/24) Sealed transverse and longitudinal cracks in each approach. (09/22) Sealed transverse and longitudinal cracks in each approach. Crack at each reference line extends beyond seal. (09/20)
19. Approach Shoulders Sidewalks	6	6	6	HMA shoulders with transverse cracks. Vegetation growing in sidewalk joints. (09/24) HMA shoulders in good condition. Vegetation growing in sidewalk joints. (09/22) HMA shoulders in good condition. Vegetation growing in sidewalk joints. Sidewalk overgrown with vegetation in NE quad. (09/20)
20. Approach Slopes				Vegetated and stable. Guardrail not attached to R4 railing. (09/24) Vegetated and stable. Guardrail not attached to R4 railing. (09/22) Vegetated and stable. Guardrail not attached to R4 railing. (09/20)

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5247

BRIDGE SAFETY INSPECTION REPORT

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition
GODFREY AVENUE	42.9376 / -85.6902	414745500019B01	Poor Condition(4)
Feature	Length / Width / Spans	Owner	
PLASTER CREEK	61.2 / 56.4 / 1	City: WYOMING(7455)	
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status
IN WYOMING	1956 / / 2000 / 2013	Grand Rapids(11)	P Posted for load(426374)
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation
Grand(3) / Kent(41)	3 Steel / 02 Multi Str Non Comp	09/19/2024 / 7H8T	5 Stable w/in footing



21. Utilities Inside east 2 bays. (09/24)
 Inside east 2 bays. (09/22)
 Inside east 2 bays. (09/20)

22. Drainage Culverts Outside of abutments. (09/24)
 Outside of abutments. (09/22)
 Outside of abutments. (09/20)

MISCELLANEOUS

Guard Rail

<u>Item</u>	<u>Rating</u>
36A. Bridge Railings	0
36B. Transitions	0
36C. Approach Guardrail	0
36D. Approach Guardrail Ends	0

Other Items

<u>Item</u>	<u>Rating</u>
71. Water Adequacy	6
72. Approach Alignment	8
Temporary Support	0 No Temporary Supports
High Load Hit (M)	No
Special Insp. Equipment	2
Underwater Insp. Method	1

False Decking (Timber) Removed to Complete Inspection

N/A - No False Decking


Critical Feature Inspections (SIA-92)

	<u>Freq</u>	<u>Date</u>
92A. Fracture Critical		
92B. Underwater		
92C. Other Special		
92D. Fatigue Sensitive		

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5247

STRUCTURE INVENTORY AND APPRAISAL

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition	
GODFREY AVENUE	42.9376 / -85.6902	414745500019B01	Poor Condition(4)	
Feature	Length / Width / Spans	Owner		
PLASTER CREEK	61.2 / 56.4 / 1	City: WYOMING(7455)		
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
IN WYOMING	1956 / / 2000 / 2013	Grand Rapids(11)	P Posted for load(426374)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	3 Steel / 02 Multi Str Non Comp	09/19/2024 / 7H8T	5 Stable w/in footing	

Bridge History, Type, Materials

27 - Year Built	1956
106 - Year Reconstructed	
202 - Year Painted	2000
203 - Year Overlay	2013
43 - Main Span Bridge Type	3 02
44 - Appr Span Bridge Type	
77 - Steel Type	2
78 - Paint Type	9
79 - Rail Type	4
80 - Post Type	0
107 - Deck Type	1
108A - Wearing Surface	6
108B - Membrane	0
108C - Deck Protection	0

Structure Dimensions

34 - Skew	21
35 - Struct Flared	N
45 - Num Main Spans	1
46 - Num Apprs Spans	0
48 - Max Span Length	58
49 - Structure Length	61.2
50A - Width Left Curb/SW	4.9
50B - Width Right Curb/SW	4.9
33 - Median	0
51 - Width Curb to Curb	45
52 - Width Out to Out	56.4
112 - NBIS Length	Y

Inspection Data

90 - Inspection Date	09/19/2024
91 - Inspection Freq	12
92A - Frac Crit Req/Freq	N
93A - Frac Crit Insp Date	
92B - Und Water Req/Freq	N
93B - Und Water Insp Date	
92C - Oth Spec Insp Req/Freq	N
93C - Oth Spec Insp Date	
92D - Fatigue Req/Freq	N
93D - Fatigue Insp Date	
176A - Und Water Insp Method	1
58 - Deck Rating	5
58A/B - Deck Surface/Bottom	7 5
59 - Superstructure Rating	4
59A - Paint Rating	3
60 - Substructure Rating	4
61 - Channel Rating	5
62 - Culvert Rating	N

Navigation Data

38 - Navigation Control	0
39 - Vertical Clearance	0
40 - Horizontal Clearance	0
111 - Pier Protection	
116 - Lift Brgd Vert Clear	0

Route Carried By Structure(ON Record)

5A - Record Type	1
5B - Route Signing	5
5C - Level of Service	1
5D - Route Number	02001
5E - Direction Suffix	0
10L - Best 3m Unclr-Lt	0 0
10R - Best 3m Unclr-Rt	99 99
PR Number	
Control Section	
11 - Mile Point	0
12 - Base Highway Network	0
13 - LRS Route-Subroute	0000004085 06
19 - Detour Length	1
20 - Toll Facility	3
26 - Functional Class	16
28A - Lanes On	4
29 - ADT	5129
30 - Year of ADT	2008
32 - Appr Roadway Width	42
32A/B - Ap Pvt Type/Width	5 41.99
42A - Service Type On	5
47L - Left Horizontal Clear	0.0
47R - Right Horizontal Clear	44.0
53 - Min Vert Clr Ov Deck	99 99
100 - STRAHNET	0
102 - Traffic Direct	2
109 - Truck %	9
110 - Truck Network	0
114 - Future ADT	6908
115 - Year Future ADT	2028
Freeway	0

Structure Appraisal

36A - Bridge Railing	0
36B - Rail Transition	0
36C - Approach Rail	0
36D - Rail Termination	0
67 - Structure Evaluation	4
68 - Deck Geometry	2
69 - Underclearance	N
71 - Waterway Adequacy	6
72 - Approach Alignment	8
103 - Temporary Structure	
113 - Scour Criticality	5

Miscellaneous

37 - Historical Significance	5
98A - Border Bridge State	
98B - Border Bridge %	
101 - Parallel Structure	N
EPA ID	
Stay in Place Forms	
143 - Pin & Hanger Code	
148 - No. of Pin & Hangers	0

Route Under Structure (UNDER Record)

5A - Record Type	
5B - Route Signing	
5C - Level of Service	
5D - Route Number	
5E - Direction Suffix	
10L - Best 3m Unclr-Lt	
10R - Best 3m Unclr-Rt	
PR Number	
Control Section	
11 - Mile Point	
12 - Base Highway Network	
13 - LRS Route-Subroute	
19 - Detour Length	
20 - Toll Facility	
26 - Functional Class	
28B - Lanes Under	
29 - ADT	
30 - Year of ADT	
42B - Service Type Under	5
47L - Left Horizontal Clear	
47R - Right Horizontal Clear	
54A - Left Feature	
54B - Left Underclearance	99 99
54C - Right Feature	
54D - Right Clearance	99 99
Under Clearance Year	
55A - Reference Feature	N
55B - Right Horiz Clearance	99.9
56 - Left Horiz Clearance	0
100 - STRAHNET	
102 - Traffic Direct	
109 - Truck %	
110 - Truck Network	
114 - Future ADT	
115 - Year Future ADT	
Freeway	

Proposed Improvements

75 - Type of Work	35 1
76 - Length of Improvement	67.9
94 - Bridge Cost	210
95 - Roadway Cost	30
96 - Total Cost	240
97 - Year of Cost Estimate	1988


Load Rating and Posting

31 - Design Load	6
41 - Open, Posted, Closed	P
63 - Fed Oper Rtg Method	6
64F - Fed Oper Rtg Load	1.46
64MA - Mich Oper Rtg Method	6
64MB - Mich Oper Rtg	.87
64MC - Mich Oper Truck	17
65 - Inv Rtg Method	6
66 - Inventory Load	.87
70 - Posting	3
141 - Posted Loading	426374
193 - Overload Class	

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5247

WORK RECOMMENDATIONS

Facility GODFREY AVENUE	Latitude / Longitude 42.9376 / -85.6902	MDOT Structure ID 414745500019B01	Structure Condition Poor Condition(4)	
Feature PLASTER CREEK	Length / Width / Spans 61.2 / 56.4 / 1	Owner City: WYOMING(7455)		
Location IN WYOMING	Built / Recon. / Paint / Ovly. 1956 / / 2000 / 2013	TSC Grand Rapids(11)	Operational Status P Posted for load(426374)	
Region / County Grand(3) / Kent(41)	Material / Design 3 Steel / 02 Multi Str Non Comp	Last NBI Inspection 09/19/2024 / 7H8T	Scour Evaluation 5 Stable w/in footing	

WORK RECOMMENDATIONS

7H8T

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	12	09/19/2024

RECOMMENDATIONS & ACTION ITEMS

Recommendation Type	Priority	Description
Channel Repair	M	Remove concrete pier from abandoned sewer.
Brush Cut	M	Continue to cut brush around bridge.
Remove Debris	M	Remove debris from channel under bridge.
Railing Repair	H	Replace bridge rail and approach guardrail.
Seal Cracks	M	Continue to seal cracks in HMA surface.
Full Paint	H	Schedule beam and abutment painting.
Substr Repair	M	Repair pile in north abutment under west fascia.



BRIDGE SECTION LOOKING SOUTH



PARTIALLY SEALED CRACK IN HMA SURFACE AT NORTH REFERENCE LINE



SEALED LONGITUDINAL CRACKS AND A FEW UNSEALED CRACKS IN HMA SURFACE OVER BRIDGE



BRIDGE RAIL ELEVATION



HEAVY CORROSION ON RAIL, HOLES ALONG BOTTOM RAIL



TOP RAIL PLATE MISSING EAST SIDE



WEST BRIDGE ELEVATION



NORTH ABUTMENT ELEVATION



HOLE IN FLANGE OF NORTH ABUTMENT PILE UNDER WEST FASCIA



CORROSION ON STEEL PILE REPAIR



CORROSION/SECTION LOSS AT TOP OF NORTH ABUTMENT PILE 5W



CORROSION ALONG BOTTOM OF CORRUGATED STEEL BACKWALL



AREAS OF PEELING PAINT AND CORROSION ON STEEL BEAMS



FLAKING PAINT AND CORROSION ON BEAMS NEAR CENTERLINE



CRACKING WITH EFFLORESCENCE IN BOTTOM OF DECK



SOUTH ABUTMENT ELEVATION



CORROSION AT TOP OF SOUTH ABUTMENT PILE 5W



SECTION LOSS ON BOTTOM FLANGE AND WEB OF BEAM 4E AT MIDSPAN



SECTION LOSS ON BOTTOM FLANGE AND WEB OF BEAM 7E AT NORTH END

PRIORITY LIST – CITY OF WYOMING

The following is the priority list for bridges in the City of Wyoming seeking local bridge funds:

1. SN 5247 – Godfrey Avenue over Plaster Creek, Preventive Maintenance
2. SN 5246 – Burlingame Avenue over Buck Creek,
SN 5248 – Clyde Park Avenue over Buck Creek,
SN 5249 – Clyde Park Avenue over Plaster Creek,
Multiple Structure Preventive Maintenance
3. SN 5245 – Clay Avenue over Buck Creek,
SN 5251 – 54th Street over Buck Creek,
Multiple Structure Preventive Maintenance

RESOLUTION NO. _____

RESOLUTION TO SUPPORT THE PREVENTATIVE MAINTENANCE PROJECT
ON THE CLYDE PARK AVENUE BRIDGE OVER PLASTER CREEK, CLYDE PARK AVENUE
BRIDGE OVER BUCK CREEK AND BURLINGAME AVENUE BRIDGE OVER BUCK CREEK

WHEREAS:

1. In 2024, a biannual bridge inspection recommended various repairs to the Clyde Park Avenue Bridge over Plaster Creek, Clyde Park Avenue Bridge over Buck Creek and Burlingame Avenue Bridge over Buck Creek.
2. The City of Wyoming is seeking State of Michigan – Local Bridge Program funding to perform said repairs.
3. It is in Wyoming’s best interest to apply for Local Bridge Program funding to assist with the Clyde Park Avenue Bridge repairs.
4. The anticipated cost based upon the engineer’s estimate is approximately \$379,000, which Wyoming would contribute 5% (approximately \$18,950) of the cost if selected.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby support the project to perform preventative maintenance on the Clyde Park Avenue Bridge over Plaster Creek, Clyde Park Avenue Bridge over Buck Creek and Burlingame Avenue Bridge over Buck Creek with the use of Local Bridge Program funds.

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 April 7, 2025.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Local Bridge Program Application SN5246, SN5248 and SN5249

Resolution No. _____

STAFF REPORT

Date: March 31, 2025

Subject: Resolution of Support for the Clyde Park Avenue and Burlingame Avenue Local Bridge Projects

From: Jeff Oonk – City Engineer

CC: Aaron Vis – Director of Public Works

Meeting Date: April 7, 2025

RECOMMENDATION:

It is recommended City Council support the preventative maintenance project on the Clyde Park Avenue Bridge over Plaster Creek, Clyde Park Avenue Bridge over Buck Creek and Burlingame Avenue Bridge over Buck Creek with the use of Local Bridge Program funds. The City of Wyoming's share of the estimated \$379,000 project would be approximately \$18,950, if selected.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 - Stewardship

DISCUSSION:

The biannual bridge inspection in 2024 identified various repairs needed on three bridges. Repairs include epoxy overlay on the bridge deck and approach slabs, healer/sealer on sidewalks, resealing of joints, silane treatment on railings and fascia, and sidewalk repairs. The City is applying for Local Bridge Program funding to assist with the costs of the repair and the associated resolution of support is part of the application requirements.

If selected as a viable bridge candidate in the fall of 2025, repairs would be constructed in 2028. Costs for the repairs based on an Engineer's Estimate are \$379,000. The City's share of the costs would be 5% or approximately \$18,950.

CITY OF WYOMING
APPLICATION FOR
MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL BRIDGE FUNDS
BURLINGAME AVENUE OVER BUCK CREEK (SN 5246)

I. INTRODUCTION

Burlingame Avenue over Buck Creek is part of a multiple bridge preventive maintenance project which is the second priority for the City of Wyoming in the 2028 fiscal year. A brief description of the bridge follows:

- Originally constructed in 1979, the Burlingame Avenue bridge is a single span bridge with a total length of 69 feet.
- The bridge has a clear width of 60 feet and an out-to-out width of 82.5 feet.
- The superstructure was replaced in 2013 and consists of side by side box beams with a concrete deck.
- The abutments are concrete curtainwall supported by cast-in-place concrete piles.
- There are sidewalks on each side of the bridge with 8 feet of available walking width.
- The bridge has a concrete open parapet railing with aluminum tube rails.

Burlingame Avenue is classified as an “Urban Minor Arterial” on the National Functional Classification Map. The average daily traffic on Burlingame Avenue is 12,500 vehicles per day.

II. GENERAL CONDITION

Overall the bridge is in good condition. A September 2024 inspection noted the following deficiencies:

- Hairline cracks in concrete deck surface including longitudinal cracks along beam lines and map cracks developing.
- E3 joint at north reference line with sealant pulling away from concrete.
- Hairline vertical cracks in concrete parapet railing.
- Hairline longitudinal and transverse cracks in sidewalk surface.
- Previously sealed cracks in south approach slab, seal is wearing off.

III. NARRATIVE SUPPORTING THE APPLICATION

A. Contact Person

The contact person for the City of Wyoming is:

Mr. Jeff Oonk
City Engineer
City of Wyoming
2660 Burlingame Ave
Wyoming, MI 49509
Phone: 616-530-7254

B. Preventive Maintenance Discussion

The preventive maintenance work would include the following:

- Epoxy overlay on bridge deck and approach slabs.
- Healer/sealer on sidewalks.

C. Economic Importance

The economic importance of the Burlingame Avenue bridge over Buck Creek includes the following:

- Burlingame Avenue is lined with residential neighborhoods and serves as an important commuter route to the Cities of Wyoming and Grand Rapids.
- Emergency vehicles, school buses, and delivery trucks use the bridge to access neighborhoods along Burlingame Avenue.
- Several schools are located within a mile of the bridge, and many students utilize the sidewalks on the bridge as they walk to school.

D. Existing Detour Impact

Because the bridge is not currently posted, there are no detour routes.

E. Impact of Closed Structure

If the Burlingame Avenue Bridge were closed, delivery vehicles, school buses, emergency vehicles and commercial trucks would have to take a 3 mile detour. The closure would add more vehicles to heavily traveled 44th Street, Byron Center Avenue, and 52nd Street.

F. Structure Maintenance

The superstructure was replaced in 2013. Cracks in the deck and approach slab were sealed in 2018, but the sealant is wearing off and new cracks have developed.

IV. COST BREAKDOWN

Following is the estimated cost for preventive maintenance on the Burlingame Avenue bridge.

ITEM	COST ITEM		COST
A.	Approach Construction	(A)	\$59,000
B.	Structure Construction	(B)	\$45,000
		Total (A&B)	\$104,000

Exhibit 4 - Cost Estimating Worksheet

2025

**BRIDGE COST ESTIMATE WORKSHEET
- CPM, REHAB, REPLACE -**

REV. 02/6/2024

DATE: 3/25/2025

OWNER: WYOMING	FISCAL YEAR: 2028	LENGTH: 68.9	Out to Out WIDTH: 82.5	Curb to Curb WIDTH: 60.0	ENGINEER: RWL
REGION: Grand	PR: 434810	MP: 7.981			STRUCTURE ID: 5246
TSC: Grand Rapids					BRIDGE ID: N/A
LOCATION: BURLINGAME AVE over BUCK CREEK			DECK AREA: 5,684	SFT	STR. TYPE: Prestressed Concrete
PRIMARY WORK ACTIVITY: Overlay - Epoxy			CLEAR ROADWAY: 4,134	SFT	Box Beam or Girders - Mu
OTHER WORK: Healer/sealer					

WORK ACTIVITY	MDOT Bridge Design Guides	QUANTITY	UNIT	UNIT COST	TOTAL
NEW BRIDGE (increase deck area based on design standards and hydraulic requirements)					
Single or Multiple Spans, Grade Separation	(add demo, approach, MOT)		SFT	\$435.00/SFT	
Single Span, Over Water	Length < 100ft (add demo, approach, MOT)		SFT	\$525.00/SFT	
Multiple Spans, Over Water	Length > 100ft (add demo, approach, MOT)		SFT	\$470.00/SFT	
Precast Culvert	Length < 40ft (add demo, approach, MOT)		SFT	\$565.00/SFT	
NEW SUPERSTRUCTURE					
New Superstructure, Grade Separation	(incl. remove exist deck/super; add MOT & approach)		SFT	\$310.00/SFT	
New Superstructure, Over Water	(incl. remove exist deck/super; add MOT & approach)		SFT	\$315.00/SFT	
WIDENING					
Structure Widening, _____ ft	(incl. deck/super/sub widening, add approach transition)		SFT	\$630.00/SFT	
NEW DECK					
New Bridge Deck & Barrier	(incl. remove exist deck/railing, add approach, MOT)		SFT	\$150.00/SFT	
DEMOLITION					
Entire Structure, Grade Separation			SFT	\$75.00/SFT	
Entire Structure, Over Water			SFT	\$95.00/SFT	
DECK REPAIR / TREATMENTS					
Bridge Railing Replacement	(incl. removal and replacement)		FT	\$750.00/FT	
Concrete Brush Block / Curb Patch	(incl. hand chipping and formwork)		FT	\$29.00/FT	
Concrete Barrier Patch	(incl. hand chipping and formwork)		SFT	\$85.00/SFT	
Concrete Deck Patch	(incl. hand chipping)		SFT	\$68.00/SFT	
Deep Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
Epoxy Overlay	(incl. warranty) - 69'Lx64"W	491.0	SYD	\$48.00/SYD	\$23,568.00
Expansion Joint Gland Replacement	(remove and replace elastomeric gland)		FT	\$125.00/FT	
Expansion Joint Replacement	(incl. removal)		FT	\$860.00/FT	
Full Depth Patch			SFT	\$140.00/SFT	
Healer / Sealer	(sidewalks on bridge) - 69'Lx10'Wx2	154.0	SYD	\$30.00/SYD	\$4,620.00
HMA Overlay with WP membrane			SYD	\$60.00/SYD	
Overlay Removal	(Epoxy: \$22/syd Latex: \$26/syd HMA: \$40/syd)		SYD	\$22.00/SYD	
Reseal Bridge Joints	(reseal E3 joints) - 26' at north ref line	65.0	FT	\$28.00/FT	\$1,820.00
Shallow Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
SUPERSTRUCTURE REPAIR					
Bearing Realignment / Replacement	(incl. temporary supports)		EA	\$6,450.00/EA	
Heat Straightening	(incl. clean and coat)		EA	\$57,000.00/EA	
Pack Rust Repair	(greater than 3/8" separation)		FT	\$1,150.00/FT	
Paint - Complete	(incl. clean & coat)		SFT	\$30.00/SFT	
Paint - Partial / Spot / Zone	(incl. clean & coat - \$20k minimum)		SFT	\$60.00/SFT	
PCI Beam End Blockout	(incl. temporary supports)		EA	\$7,200.00/EA	
Pin & Hanger Replacement	(incl. temporary supports)		EA	\$17,000.00/EA	
Structural Steel Repair	(based on 6ft repair length)		EA	\$4,000.00/EA	
Structural Steel Repair - Stiffener	(includes each side of beam)		EA	\$1,500.00/EA	
SUBSTRUCTURE REPAIR					
Substructure Patching	(measured x 2) replace if repair area > 30%		CFT	\$360.00/CFT	
Substructure Replacement	(incl. temporary supports, excavation)		CFT	\$375.00/CFT	
Substructure Horizontal Surface Sealer			SYD	\$75.00/SYD	
Temporary Supports	(add Structural Steel Repair - Stiffener for ea steel beam)		EA	\$4,000.00/EA	
MISCELLANEOUS					
Articulating Concrete Block System (ACB)			SYD	\$320.00/SYD	
Concrete Surface Coating			SYD	\$47.00/SYD	
Culvert Cleanout			FT	\$125.00/FT	
Epoxy Crack Injection	(structural crack repair)		FT	\$70.00/FT	
Metal Mesh Panels	(48" width, max 6'-6" length)		SFT	\$28.00/SFT	
Pressure Relief Joint	(use when approach concrete roadway exceeds 1,000ft)		FT	\$110.00/FT	
Riprap	(assume 10ft distance around perimeter of substructure)		SYD	\$275.00/SYD	
Silane Treatment	(penetrating sealer for concrete surfaces)		SFT	\$7.00/SFT	
Slope Protection Repairs			SYD	\$150.00/SYD	
Other					
				BASE STRUCTURE CONSTRUCTION BUDGET	\$30,008
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	20	%	\$30,000.00	\$6,000
MOBILIZATION	(estimate at 10%)	10	%	\$36,000.00	\$4,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$40,000.00	\$5,000
				STRUCTURE CONSTRUCTION BUDGET	\$45,000
ROAD WORK					
Epoxy Overlay - Approach Slab	(incl. warranty) - 30'Lx64"W	214.0	SYD	\$48.00/SYD	\$10,272.00
Approach Curb & Gutter	(incl. removal) 40' ea. quadrant		FT	\$57.00/FT	
Guardrail Anchorage to Bridge	(each quadrant)		EA	\$2,540.00/EA	
Guardrail	(incl. removal) < 200ft beyond reference line		FT	\$41.00/FT	
Guardrail Terminal	(each quadrant)		EA	\$3,900.00/EA	
Roadway Approach Work	(beyond approach pavement)		LSUM		LSUM
Utilities			LSUM		LSUM
TRAFFIC CONTROL Unit Cost to be determined by Region or TSC Traffic & Safety					
Part Width Construction			LSUM		LSUM
Crossovers			EA		/EA
Temporary Traffic Signals			set		/set
RR Flagging			LSUM		LSUM
Detour	min. \$30,000	1.0	LSUM	\$30,000.00/LSUM	\$30,000.00
				BASE ROAD/TRAFFIC CONSTRUCTION BUDGET	\$40,272
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	20	%	\$40,000.00	\$8,000
MOBILIZATION	(estimate at 10%)	10	%	\$48,000.00	\$5,000
INFLATION	(assume 4% per year, beginning in 2025)	12	%	\$53,000.00	\$6,000
				RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET	\$59,000

(Does not include PE or CE)		TOTAL CONSTRUCTION BUDGET	\$104,000
(Refer to programming guidelines in Bridge Cost Estimating Worksheet-Key for CE/PE & PE-S)		% CE	CON BUDGET \$104,000
		% PE	PE BUDGET \$0
		% PE	PE-S BUDGET \$0

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5246

BRIDGE SAFETY INSPECTION REPORT

Facility BURLINGAME AVE	Latitude / Longitude 42.8837 / -85.7053	MDOT Structure ID 414745500010B01	Structure Condition Good Condition(7)
Feature BUCK CREEK	Length / Width / Spans 68.9 / 82.5 / 1	Owner City: WYOMING(7455)	
Location 200 FT S OF 44TH ST	Built / Recon. / Paint / Ovly. 1979 / 2013 / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/19/2024 / 9N1E	Scour Evaluation 5 Stable w/in footing



NBI INSPECTION

9N1E

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	24	09/19/2024

GENERAL NOTES

Good.

DECK

09/20 09/22 09/24

	09/20	09/22	09/24	
1. Surface (SIA-58A)	7	7	7	Several hairline cracks propagating from south and north reference lines with map cracks developing in SE deck corner. Hairline longitudinal cracks along beam lines. Some cracks were previously sealed. (09/24) Several hairline cracks propagating from south and north reference lines with map cracks developing in SE deck corner. Hairline longitudinal cracks along beam lines. Many cracks have been sealed, but new cracks have developed. (09/22) Several hairline cracks propagating from south and north reference lines with map cracks developing in SE deck corner. Multiple cracks extend full length. Many cracks have been sealed, but new cracks have developed. (09/20)
2. Expansion Joints	7	7	7	Strip seal joint at south and north sleeper slabs filled with dirt. Cracks in sleeper slabs perpendicular to joint, some were previously sealed. (09/24) Strip seal joint at south and north sleeper slabs filled with dirt. Cracks in sleeper slabs perpendicular to joint, several have been sealed. (09/22) Strip seal joint at south and north sleeper slabs filled with dirt. Cracks in sleeper slabs perpendicular to joint, several have been sealed. (09/20)
3. Other Joints	7	7	6	Sealed sawcut joint at south reference line. E3 joint at north reference line, seal is pulling away from concrete. (09/24) Sealed sawcut joint at south reference line. E3 joint at north reference line, seal is starting to pull away from concrete. (09/22) Sealed sawcut joint at south reference line. E3 joint at north reference line, seal is starting to pull away from concrete.. (09/20)
4. Railings	7	7	7	Concrete parapet with 2 tube metal rail. Hairline vertical cracks in parapet. Concrete surface coating has scuff marks. (09/24) Concrete parapet with 2 tube metal rail. Hairline vertical cracks in parapet. Concrete surface coating has scuff marks. (09/22) Concrete parapet with 2 tube metal rail. Hairline vertical cracks in parapet. Concrete surface coating has scuff marks. (09/20)
5. Sidewalks or Curbs	7	7	7	Hairline longitudinal and transverse cracks in sidewalk surface. Hairline vertical cracks in sidewalk fascia. (09/24) Hairline longitudinal and transverse cracks in sidewalk surface. Hairline vertical cracks in sidewalk fascia. (09/22) Hairline longitudinal and transverse cracks in sidewalk surface. Hairline vertical cracks in sidewalk fascia. (09/20)
6. Deck Bottom Surface (SIA-58B)	N	N	N	Side by side box beams. (09/24) Side by side box beams. (09/22) Side by side box beams. (09/20)

MICHIGAN DEPARTMENT OF TRANSPORTATION

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7. Deck (SIA-58)	7	7	7	Several hairline cracks propagating from south and north reference lines. Hairline longitudinal cracks along beam lines. Spot leakage at beam joints. Hairline cracks in grout. (09/24) Several hairline cracks propagating from south and north reference lines. Hairline longitudinal cracks along beam lines. Spot leakage at beam joints. Hairline cracks in grout. (09/22) Several hairline cracks propagating from south and north reference lines, some extending full length of bridge. No leakage noted. (09/20)
8. Drainage				Good, off north end. (09/24) Good, off north end. (09/22) Good, off north end. (09/20)

SUPERSTRUCTURE

	09/20	09/22	09/24	
9. Stringer (SIA-59)	8	8	8	No cracks noted in box beams. Coating intact on fascias, staining under parapet openings. (09/24) No cracks noted in box beams. Coating intact on fascias. (09/22) No cracks noted in box beams. Coating intact on fascias. (09/20)
10. Paint (SIA-59A)	N	N	N	(09/24) (09/22) (09/20)
11. Section Loss	N	N	N	(09/24) (09/22) (09/20)
12. Bearings	8	8	8	Nothing noted. (09/24) Nothing noted. (09/22) Nothing noted. (09/20)


SUBSTRUCTURE

	09/20	09/22	09/24	
13. Abutments (SIA-60)	7	7	7	Both abutments are painted, covered in heavy graffiti. Abutments are pile supported. Abutment footing exposed on north side, a couple areas exposed on south side. Vertical crack in south abutment under beam 5E, 10E, 5W, 3W, and at sewer outlet. Hairline vertical crack in north abutment under beam 5E, 10E, 9W, and at sewer outlet. Concrete patch at top of north abutment under beam 3W. Large patch area outside west fascia, a couple delaminated areas around edge. NW & SW slopewall have minor spalling at deck interface. (09/24) Both abutments are painted, covered in heavy graffiti. Abutments are pile supported. Abutment footing exposed on north side, a couple areas exposed on south side. Vertical crack in south abutment under beam 5E, 10E, 5W, 3W, and at sewer outlet. Hairline vertical crack in north abutment under beam 5E, 10E, 9W, and at sewer outlet. Concrete patch at top of north abutment under beam 3W. Large patch area outside west fascia, a couple delaminated areas around edge. NW & SW slopewall have minor spalling at deck interface. (09/22) Both abutments are painted, covered in heavy graffiti. Abutments are pile supported. Abutment footing exposed on north side, a couple areas exposed on south side. Vertical crack in south abutment under beam 5E, 10E, 5W, 3W, and at sewer outlet. Hairline vertical crack in north abutment at sewer outlet. Concrete patch at top of north abutment under beam 3W. NW & SW slopewall have minor spalling at deck interface. (09/20)
14. Piers (SIA-60)	N	N	N	(09/24) (09/22) (09/20)
15. Slope Protection	N	N	N	(09/24) (09/22) (09/20)

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5246

BRIDGE SAFETY INSPECTION REPORT

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Feature BUCK CREEK	Length / Width / Spans 68.9 / 82.5 / 1	Owner City: WYOMING(7455)		
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16. Channel (SIA-61)	7	7	7	<p>Cobble bottom under bridge, sand bottom upstream and downstream. Riprap weir/rapids in stream at upstream and downstream face. 1.5' to 2' drop in water surface from upstream to downstream. Heavy riprap in front of both abutments, south side has more than north side. (09/24)</p> <p>Cobble bottom under bridge, sand bottom upstream and downstream. Riprap weir/rapids in stream at upstream and downstream face. 1.5' to 2' drop in water surface from upstream to downstream. Heavy riprap in front of both abutments, south side has more than north side. (09/22)</p> <p>Cobble bottom under bridge, sand bottom upstream and downstream. Gravel weir/rapids in stream at upstream face. Heavy riprap in front of both abutments, south side has more than north side. (09/20)</p>
17. Scour Inspection	7	7	6	<p>Top of north footing exposed entire length under bridge. Up to 12" of north footing exposed near west end. A couple areas of south footing exposed. Deeper in front of south abutment at sewer outlet. Abutments are pile-supported. Riprap protects footings from scour. (09/24)</p> <p>Top of north footing exposed entire length under bridge. Up to 9" of north footing exposed near west end. A couple areas of south footing exposed. Abutments are pile-supported. Riprap protects footings from scour. (09/22)</p> <p>Top of north footing exposed entire length under bridge. Up to 9" of north footing exposed near west end. A couple areas of south footing exposed. Abutments are pile-supported. Riprap protects footings from scour. (09/20)</p>

APPROACH

	09/20	09/22	09/24	
18. Approach Pavement	7	7	7	<p>Previously sealed cracks in south approach slab perpendicular to reference line. Patched spall at east end of south sleeper slab. (09/24)</p> <p>Previously sealed cracks in south approach slab perpendicular to reference line. Patched spall at east end of south sleeper slab. (09/22)</p> <p>Previously sealed cracks in south approach slab perpendicular to reference line. Spall in east end of south sleeper slab filled with hot-poured rubber. (09/20)</p>
19. Approach Shoulders Sidewalks	7	6	6	<p>Curb & gutter is mostly clear of debris. Up to 1" settlement in NW sidewalk. (09/24)</p> <p>Curb & gutter is mostly clear of debris. Vegetation growing at reference lines and in sidewalk joints. Up to 1" settlement in NW sidewalk. (09/22)</p> <p>Curb & gutter is clear of debris. Vegetation growing in sidewalk joints. (09/20)</p>
20. Approach Slopes				<p>Vegetated and stable. Riprap in all quads. (09/24)</p> <p>Vegetated and stable. Riprap in all quads. (09/22)</p> <p>Vegetated and stable. Riprap in all quads. (09/20)</p>
21. Utilities				<p>None noted. (09/24)</p> <p>None noted. (09/22)</p> <p>None noted. (09/20)</p>
22. Drainage Culverts				<p>Large sewer outlet through south abutment, smaller outlet through north abutment. (09/24)</p> <p>Large sewer outlet through south abutment, smaller outlet through north abutment. (09/22)</p> <p>Large sewer outlet through south abutment, smaller outlet through north abutment. (09/20)</p>

MISCELLANEOUS

Guard Rail		Other Items	
Item	Rating	Item	Rating
36A. Bridge Railings	1	71. Water Adequacy	8
36B. Transitions	1	72. Approach Alignment	7
36C. Approach Guardrail	1	Temporary Support	0 No Temporary Supports
36D. Approach Guardrail Ends	1	High Load Hit (M)	No
		Special Insp. Equipment	2
		Underwater Insp. Method	1

MICHIGAN DEPARTMENT OF TRANSPORTATION

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False Decking (Timber) Removed to Complete Inspection N/A - No False Decking

Critical Feature Inspections (SIA-92)

	<u>Freq</u>	<u>Date</u>
92A. Fracture Critical		
92B. Underwater		
92C. Other Special		
92D. Fatigue Sensitive		

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5246

STRUCTURE INVENTORY AND APPRAISAL

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Bridge History, Type, Materials

27 - Year Built	1979
106 - Year Reconstructed	2013
202 - Year Painted	
203 - Year Overlay	
43 - Main Span Bridge Type	5 05
44 - Appr Span Bridge Type	
77 - Steel Type	0
78 - Paint Type	0
79 - Rail Type	6
80 - Post Type	2
107 - Deck Type	1
108A - Wearing Surface	1
108B - Membrane	0
108C - Deck Protection	1

Structure Dimensions

34 - Skew	20
35 - Struct Flared	N
45 - Num Main Spans	1
46 - Num Apprs Spans	0
48 - Max Span Length	67.6
49 - Structure Length	68.9
50A - Width Left Curb/SW	8.2
50B - Width Right Curb/SW	8.2
33 - Median	0
51 - Width Curb to Curb	60
52 - Width Out to Out	82.5
112 - NBIS Length	Y

Inspection Data

90 - Inspection Date	09/19/2024
91 - Inspection Freq	24
92A - Frac Crit Req/Freq	N
93A - Frac Crit Insp Date	
92B - Und Water Req/Freq	N
93B - Und Water Insp Date	
92C - Oth Spec Insp Req/Freq	N
93C - Oth Spec Insp Date	
92D - Fatigue Req/Freq	N
93D - Fatigue Insp Date	
176A - Und Water Insp Method	1
58 - Deck Rating	7
58A/B - Deck Surface/Bottom	7 N
59 - Superstructure Rating	8
59A - Paint Rating	N
60 - Substructure Rating	7
61 - Channel Rating	7
62 - Culvert Rating	N

Navigation Data

38 - Navigation Control	0
39 - Vertical Clearance	0
40 - Horizontal Clearance	0
111 - Pier Protection	
116 - Lift Brgd Vert Clear	0

Route Carried By Structure(ON Record)

5A - Record Type	1
5B - Route Signing	5
5C - Level of Service	1
5D - Route Number	02001
5E - Direction Suffix	0
10L - Best 3m Unclr-Lt	0 0
10R - Best 3m Unclr-Rt	99 99
PR Number	
Control Section	
11 - Mile Point	0
12 - Base Highway Network	0
13 - LRS Route-Subroute	0000004348 10
19 - Detour Length	3
20 - Toll Facility	3
26 - Functional Class	16
28A - Lanes On	4
29 - ADT	12559
30 - Year of ADT	2009
32 - Appr Roadway Width	65
32A/B - Ap Pvt Type/Width	4 60.01
42A - Service Type On	5
47L - Left Horizontal Clear	0.0
47R - Right Horizontal Clear	76.4
53 - Min Vert Clr Ov Deck	99 99
100 - STRAHNET	0
102 - Traffic Direct	2
109 - Truck %	1
110 - Truck Network	0
114 - Future ADT	16915
115 - Year Future ADT	2029
Freeway	0

Structure Appraisal

36A - Bridge Railing	1
36B - Rail Transition	1
36C - Approach Rail	1
36D - Rail Termination	1
67 - Structure Evaluation	7
68 - Deck Geometry	5
69 - Underclearance	N
71 - Waterway Adequacy	8
72 - Approach Alignment	7
103 - Temporary Structure	
113 - Scour Criticality	5

Miscellaneous

37 - Historical Significance	5
98A - Border Bridge State	
98B - Border Bridge %	
101 - Parallel Structure	N
EPA ID	
Stay in Place Forms	0
143 - Pin & Hanger Code	
148 - No. of Pin & Hangers	

Route Under Structure (UNDER Record)

5A - Record Type	
5B - Route Signing	
5C - Level of Service	
5D - Route Number	
5E - Direction Suffix	
10L - Best 3m Unclr-Lt	
10R - Best 3m Unclr-Rt	
PR Number	
Control Section	
11 - Mile Point	
12 - Base Highway Network	
13 - LRS Route-Subroute	
19 - Detour Length	
20 - Toll Facility	
26 - Functional Class	
28B - Lanes Under	
29 - ADT	
30 - Year of ADT	
42B - Service Type Under	5
47L - Left Horizontal Clear	
47R - Right Horizontal Clear	
54A - Left Feature	
54B - Left Underclearance	99 99
54C - Right Feature	
54D - Right Clearance	99 99
Under Clearance Year	
55A - Reference Feature	N
55B - Right Horiz Clearance	99.9
56 - Left Horiz Clearance	0
100 - STRAHNET	
102 - Traffic Direct	
109 - Truck %	
110 - Truck Network	
114 - Future ADT	
115 - Year Future ADT	
Freeway	

Proposed Improvements

75 - Type of Work	
76 - Length of Improvement	
94 - Bridge Cost	
95 - Roadway Cost	
96 - Total Cost	
97 - Year of Cost Estimate	


Load Rating and Posting

31 - Design Load	6
41 - Open, Posted, Closed	A
63 - Fed Oper Rtg Method	8
64F - Fed Oper Rtg Load	3.23
64MA - Mich Oper Rtg Method	8
64MB - Mich Oper Rtg	2.81
64MC - Mich Oper Truck	17
65 - Inv Rtg Method	8
66 - Inventory Load	2.49
70 - Posting	5
141 - Posted Loading	
193 - Overload Class	B

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5246

WORK RECOMMENDATIONS

Facility BURLINGAME AVE	Latitude / Longitude 42.8837 / -85.7053	MDOT Structure ID 414745500010B01	Structure Condition Good Condition(7)	
Feature BUCK CREEK	Length / Width / Spans 68.9 / 82.5 / 1	Owner City: WYOMING(7455)		
Location 200 FT S OF 44TH ST	Built / Recon. / Paint / Ovly. 1979 / 2013 / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)	
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/19/2024 / 9N1E	Scour Evaluation 5 Stable w/in footing	

WORK RECOMMENDATIONS

9N1E

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	24	09/19/2024

RECOMMENDATIONS & ACTION ITEMS

Recommendation Type	Priority	Description
Sidewalk Rpr	M	Grind down or wedge sidewalk at NW corner.
Joint Repair	M	Clean out expansion joints. Reseal north reference line joint with hot-poured rubber.
Floodcoat	M	Place epoxy overlay on deck and approach slabs, healer/sealer on sidewalks.



BRIDGE SECTION LOOKING NORTH



CRACKS IN SOUTH APPROACH SLAB PERPENDICULAR TO JOINTS, SOME PREVIOUSLY SEALED



HAIRLINE CRACKS IN CONCRETE DECK PERPENDICULAR TO JOINT AND ALONG BEAM LINES, SOME PREVIOUSLY SEALED



HAIRLINE LONGITUDINAL CRACKS IN CONCRETE DECK ALONG BEAM LINES



E3 JOINT SEALANT PULLING AWAY FROM CONCRETE AT NORTH REFERENCE LINE



EAST BRIDGE ELEVATION

PRIORITY LIST – CITY OF WYOMING

The following is the priority list for bridges in the City of Wyoming seeking local bridge funds:

1. SN 5247 – Godfrey Avenue over Plaster Creek, Preventive Maintenance
2. SN 5246 – Burlingame Avenue over Buck Creek,
SN 5248 – Clyde Park Avenue over Buck Creek,
SN 5249 – Clyde Park Avenue over Plaster Creek,
Multiple Structure Preventive Maintenance
3. SN 5245 – Clay Avenue over Buck Creek,
SN 5251 – 54th Street over Buck Creek,
Multiple Structure Preventive Maintenance

CITY OF WYOMING
APPLICATION FOR
MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL BRIDGE FUNDS
CLYDE PARK AVENUE OVER BUCK CREEK (SN 5248)

I. INTRODUCTION

Clyde Park Avenue over Buck Creek is part of a multiple bridge preventive maintenance project which is the second priority for the City of Wyoming in the 2028 fiscal year. A brief description of the bridge follows:

- The Clyde Park Avenue bridge was constructed in 1990 and has a single span with a total length of 62 feet.
- The bridge has a clear width of 52 feet and an out-to-out width of 89 feet.
- The superstructure consists of side by side box beams with a concrete deck.
- The abutments are concrete cantilever supported by cast-in-place concrete piles.
- There is a sidewalk on each side of the bridge with 7 feet width.
- The bridge has a concrete open parapet railing with aluminum tube rails.

Clyde Park Avenue is classified as an “Urban Minor Arterial” on the National Functional Classification Map. The average daily traffic on Clyde Park Avenue is 14,000 vehicles per day.

II. GENERAL CONDITION

Overall the bridge is in fair condition. A September 2024 inspection noted the following deficiencies:

- Several cracks on the deck along beam lines. ~2.5% of travelled surface is spalled. Delaminated concrete around spalled areas.
- E3 joint at each reference line mostly sealed with some patching. Seal along centerline joint in median is pulling away from edges.
- Hairline transverse cracks in sidewalk surface. Heavy shrinkage/ASR cracking. Vehicle scrapes along face of west sidewalk.
- Hairline longitudinal cracks and several small spalls/patches in concrete approach slabs.

III. NARRATIVE SUPPORTING THE APPLICATION

A. Contact Person

The contact person for the City of Wyoming is:

Mr. Jeff Oonk
City Engineer
City of Wyoming
2660 Burlingame Ave
Wyoming, MI 49509
Phone: 616-530-7254

B. Preventive Maintenance Discussion

The preventive maintenance work would include the following:

- Hand chip and patch concrete decks spalls.
- Epoxy overlay on bridge deck and approach slabs.
- Patching and healer/sealer on sidewalks.
- Reseal E3 joints.

C. Economic Importance

The economic importance of the Clyde Park Avenue bridge over Buck Creek includes the following:

- Several businesses are located along Clyde Park Avenue near the bridge.
- Residential neighborhoods are located along the east side of Clyde Park Avenue north of the bridge, and the bridge is heavily used by commuters.
- Emergency vehicles, school buses, and delivery trucks use the bridge to access neighborhoods and businesses along Clyde Park Avenue.
- Clyde Park Avenue serves as an alternate route to US-131 when there are traffic incidents on the freeway, and it connects to I-196 Business Route (Chicago Drive) 4 miles north of the bridge.

D. Existing Detour Impact

Because the bridge is not currently posted, there are no detour routes.

E. Impact of Closed Structure

If the Clyde Park Avenue Bridge were closed, delivery vehicles, school buses, emergency vehicles and commercial trucks would have to take a 4 mile detour. The closure would add more vehicles to heavily traveled Byron Center Avenue.

F. Structure Maintenance

Cracks and spalls have been routinely repaired using cold patch and hot poured rubber. Concrete repairs at ends of deck in were completed in 2014.

IV. COST BREAKDOWN

Following is the estimated cost for preventive maintenance on the Clyde Park Avenue bridge.

ITEM	COST ITEM		COST
A.	Approach Construction	(A)	\$110,000
B.	Structure Construction	(B)	\$58,000
		Total (A&B)	\$168,000

Exhibit 4 - Cost Estimating Worksheet

2025

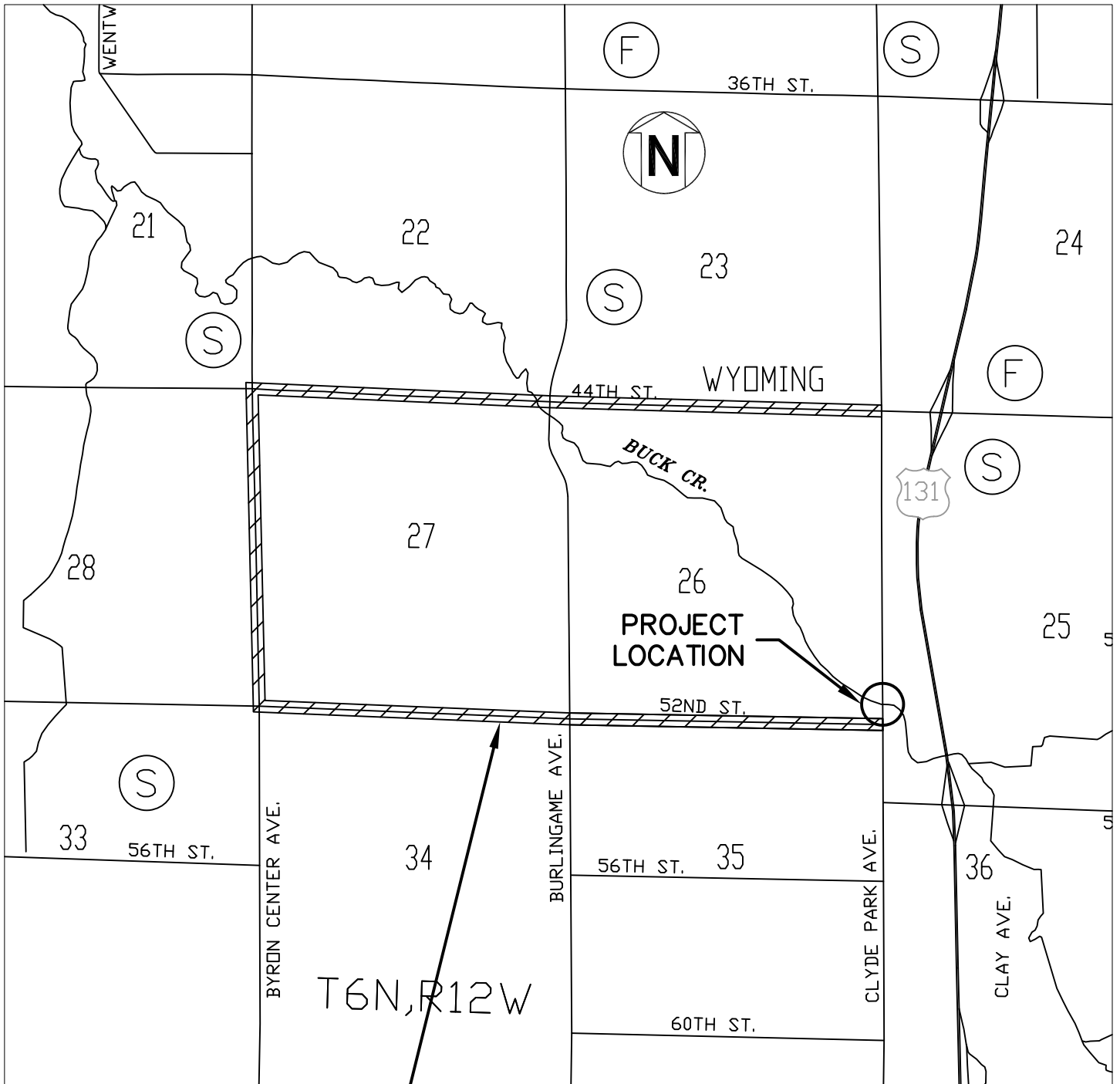
**BRIDGE COST ESTIMATE WORKSHEET
- CPM, REHAB, REPLACE -**

REV. 02/6/2024

DATE: 3/25/2025

OWNER: WYOMING	FISCAL YEAR: 2028	LENGTH: 62.0	Out to Out WIDTH: 88.9	Curb to Curb WIDTH: 52.2	ENGINEER: RWL
REGION: Grand	PR: 434901	MP: 7.071			STRUCTURE ID: 5248
TSC: Grand Rapids					BRIDGE ID: N/A
LOCATION: CLYDE PARK AVENUE over BUCK CREEK					
PRIMARY WORK ACTIVITY: Overlay - Epoxy			DECK AREA: 5,512	SFT	STR. TYPE: Prestressed Concrete
OTHER WORK: Deck patch, healer/sealer, joint seal			CLEAR ROADWAY: 3,236	SFT	Box Beam or Girders - Mu

WORK ACTIVITY	MDOT Bridge Design Guides	QUANTITY	UNIT	UNIT COST	TOTAL
NEW BRIDGE (increase deck area based on design standards and hydraulic requirements)					
Single or Multiple Spans, Grade Separation	(add demo, approach, MOT)		SFT	\$435.00/SFT	
Single Span, Over Water	Length < 100ft (add demo, approach, MOT)		SFT	\$525.00/SFT	
Multiple Spans, Over Water	Length > 100ft (add demo, approach, MOT)		SFT	\$470.00/SFT	
Precast Culvert	Length < 40ft (add demo, approach, MOT)		SFT	\$565.00/SFT	
NEW SUPERSTRUCTURE					
New Superstructure, Grade Separation	(incl. remove exist deck/super; add MOT & approach)		SFT	\$310.00/SFT	
New Superstructure, Over Water	(incl. remove exist deck/super; add MOT & approach)		SFT	\$315.00/SFT	
WIDENING					
Structure Widening, _____ ft	(incl. deck/super/sub widening, add approach transition)		SFT	\$630.00/SFT	
NEW DECK					
New Bridge Deck & Barrier	(incl. remove exist deck/railing, add approach, MOT)		SFT	\$150.00/SFT	
DEMOLITION					
Entire Structure, Grade Separation			SFT	\$75.00/SFT	
Entire Structure, Over Water			SFT	\$95.00/SFT	
DECK REPAIR / TREATMENTS					
Bridge Railing Replacement	(incl. removal and replacement)		FT	\$750.00/FT	
Concrete Brush Block / Curb Patch	(incl. hand chipping and formwork)		FT	\$29.00/FT	
Concrete Barrier Patch	(incl. hand chipping and formwork)		SFT	\$85.00/SFT	
Concrete Deck Patch	(incl. hand chipping) - estimate 50 sft each quad	200.0	SFT	\$68.00/SFT	\$13,600.00
Deep Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
Epoxy Overlay	(incl. warranty) - 62'Lx26'Wx2	359.0	SYD	\$48.00/SYD	\$17,232.00
Expansion Joint Gland Replacement	(remove and replace elastomeric gland)		FT	\$125.00/FT	
Expansion Joint Replacement	(incl. removal)		FT	\$860.00/FT	
Full Depth Patch			SFT	\$140.00/SFT	
Healer / Sealer	(sidewalks on bridge) - 62'Lx9'Wx2	124.0	SYD	\$30.00/SYD	\$3,720.00
HMA Overlay with WP membrane			SYD	\$60.00/SYD	
Overlay Removal	(Epoxy: \$22/syd Latex: \$26/syd HMA: \$40/syd)		SYD	\$22.00/SYD	
Reseal Bridge Joints	(reseal E3 joints) - 26'x4 ref lines + 62' centerline	166.0	FT	\$28.00/FT	\$4,648.00
Shallow Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
SUPERSTRUCTURE REPAIR					
Bearing Realignment / Replacement	(incl. temporary supports)		EA	\$6,450.00/EA	
Heat Straightening	(incl. clean and coat)		EA	\$57,000.00/EA	
Pack Rust Repair	(greater than 3/8" separation)		FT	\$1,150.00/FT	
Paint - Complete	(incl. clean & coat)		SFT	\$30.00/SFT	
Paint - Partial / Spot / Zone	(incl. clean & coat - \$20k minimum)		SFT	\$60.00/SFT	
PCI Beam End Blockout	(incl. temporary supports)		EA	\$7,200.00/EA	
Pin & Hanger Replacement	(incl. temporary supports)		EA	\$17,000.00/EA	
Structural Steel Repair	(based on 6ft repair length)		EA	\$4,000.00/EA	
Structural Steel Repair - Stiffener	(includes each side of beam)		EA	\$1,500.00/EA	
SUBSTRUCTURE REPAIR					
Substructure Patching	(measured x 2) replace if repair area > 30%		CFT	\$360.00/CFT	
Substructure Replacement	(incl. temporary supports, excavation)		CFT	\$375.00/CFT	
Substructure Horizontal Surface Sealer			SYD	\$75.00/SYD	
Temporary Supports	(add Structural Steel Repair - Stiffener for ea steel beam)		EA	\$4,000.00/EA	
MISCELLANEOUS					
Articulating Concrete Block System (ACB)			SYD	\$320.00/SYD	
Concrete Surface Coating			SYD	\$47.00/SYD	
Culvert Cleanout			FT	\$125.00/FT	
Epoxy Crack Injection	(structural crack repair)		FT	\$70.00/FT	
Metal Mesh Panels	(48" width, max 6'-6" length)		SFT	\$28.00/SFT	
Pressure Relief Joint	(use when approach concrete roadway exceeds 1,000ft)		FT	\$110.00/FT	
Riprap	(assume 10ft distance around perimeter of substructure)		SYD	\$275.00/SYD	
Silane Treatment	(penetrating sealer for concrete surfaces)		SFT	\$7.00/SFT	
Slope Protection Repairs			SYD	\$150.00/SYD	
Other					
BASE STRUCTURE CONSTRUCTION BUDGET					\$39,200
CONTINGENCY (10% - 20%) (use higher contingency for small projects)		20	%	\$39,000.00	\$8,000
MOBILIZATION (estimate at 10%)		10	%	\$47,000.00	\$5,000
INFLATION (assume 4% per year, beginning in 2024)		12	%	\$52,000.00	\$6,000
STRUCTURE CONSTRUCTION BUDGET					\$58,000
ROAD WORK					
Epoxy Overlay - Approach Slab	(incl. warranty) - 40'Lx26'Wx4	463.0	SYD	\$48.00/SYD	\$22,224.00
Approach Slab Patching	(incl. hand chipping)	25.0	FT	\$75.00/FT	\$1,875.00
Guardrail Anchorage to Bridge	(each quadrant)		EA	\$2,540.00/EA	
Guardrail	(incl. removal) < 200ft beyond reference line		FT	\$41.00/FT	
Guardrail Terminal	(each quadrant)		EA	\$3,900.00/EA	
Roadway Approach Work	(beyond approach pavement)		LSUM		LSUM
Utilities			LSUM		LSUM
TRAFFIC CONTROL Unit Cost to be determined by Region or TSC Traffic & Safety					
Part Width Construction			LSUM		LSUM
Crossovers			EA		/EA
Temporary Traffic Signals			set		/set
RR Flagging			LSUM		LSUM
Detour - separate detour for NB & SB	min. \$30,000	1.0	LSUM	\$50,000.00/LSUM	\$50,000.00
BASE ROAD/TRAFFIC CONSTRUCTION BUDGET					\$74,099
CONTINGENCY (10% - 20%) (use higher contingency for small projects)		20	%	\$74,000.00	\$15,000
MOBILIZATION (estimate at 10%)		10	%	\$89,000.00	\$9,000
INFLATION (assume 4% per year, beginning in 2025)		12	%	\$98,000.00	\$12,000
RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET					\$110,000
TOTAL CONSTRUCTION BUDGET					\$168,000
(Does not include PE or CE)		% CE		CON BUDGET	\$168,000
(Refer to programming guidelines in Bridge Cost Estimating Worksheet-Key for CE/PE & PE-S)		% PE		PE BUDGET	\$0
		% PE		PE-S BUDGET	\$0



LOCATION MAP
CLYDE PARK AVENUE OVER BUCK CREEK
SECTION 25/26,
CITY OF WYOMING, T6N, R12W

LEGEND: (F) FIRE STATION (S) SCHOOL

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5248

BRIDGE SAFETY INSPECTION REPORT

Facility CLYDE PARK AVENUE	Latitude / Longitude 42.8706 / -85.684	MDOT Structure ID 414745500020B01	Structure Condition Fair Condition(5)	
Feature BUCK CREEK	Length / Width / Spans 62 / 88.9 / 1	Owner City: WYOMING(7455)		
Location IN WYOMING	Built / Recon. / Paint / Ovly. 1990 / / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)	
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/19/2024 / ID1K	Scour Evaluation 5 Stable w/in footing	

NBI INSPECTION

ID1K

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	24	09/19/2024

GENERAL NOTES

Good/fair.

DECK


09/20 09/22 09/24

	09/20	09/22	09/24	
1. Surface (SIA-58A)	6	6	5	Several cracks noted on the deck along beam lines. Previous concrete repairs at ends of deck. Spalled areas as follows: 6'x5.5' spall at NW corner of deck with cold patch and HPR. 3'x2' and 3'x1' patched spall at north end inside SB lane. 3.5'x3.5'x3" deep spall at NE corner, partially filled with HPR. 4.5'x2.5' spall at south end inside NB lane with cold patch and HPR. 4'x1' spall at south end inside SB lane partially patched. Spalled areas have increased since last inspection. ~2.5% of traveled surface is spalled. Delaminated concrete around spalled areas. (09/24) Several cracks noted on the deck along beam lines. Concrete repairs at ends of deck. 6'x5.5' spall at NW corner of deck with cold patch. 3'x2.5' spall at NE corner with cold patch. 3'x1.5' spall at south end inside NB lane with cold patch. (09/22) Several cracks noted on the deck along beam lines. Concrete repairs at ends of deck. Spall at NW corner of deck previously repaired, patch is delaminated and starting to spall. (09/20)
2. Expansion Joints	N	N	N	(09/24) (09/22) (09/20)
3. Other Joints	5	6	6	E3 joint at each reference line mostly sealed with some patching. Seal along centerline joint in median is pulling away from edges. (09/24) E3 joint at each reference line mostly sealed with some patching. Seal along centerline joint in median is pulling away from edges. (09/22) E3 joint at the south end has newer sealant. North joint missing some sealant, vegetation growing in joint. Seal along centerline joint in median is pulling away from edges. (09/20)
4. Railings	6	6	6	Heavy shrinkage cracking with minor leaching in both railings (ASR?). Minor spalls noted in several posts. Top tube on east rail damaged at midspan. Nuts on tube rail anchors are rusting. Name plate missing at north end of east rail. (09/24) Heavy shrinkage cracking in both railings (ASR?). Minor spalls noted in several posts. Top tube on east rail damaged at midspan. Nuts on tube rail anchors are rusting. Name plate missing at north end of east rail. (09/22) Heavy shrinkage cracking in both railings (ASR?). Minor spalls noted in several posts. Top tube on east rail damaged at midspan. Nuts on tube rail anchors are rusting. Name plate missing at north end of east rail. (09/20)
5. Sidewalks or Curbs	6	6	6	Newer concrete along face of east and west sidewalks with hairline transverse cracks every 3'-6', additional fine cracks forming. Remaining portion of sidewalks have heavy shrinkage/ASR cracking. Vehicle scrapes along face of west sidewalk. Hairline map cracks in sidewalk fascia, some are opening up. Brick/concrete paving in median. Corner spalling along median curb on west side and at south end of median curb on east side. (09/24) Newer concrete along face of east and west sidewalks with hairline transverse cracks every 3'-6', additional fine cracks forming. Remaining portion of sidewalks have heavy shrinkage/ASR cracking. Vehicle scrapes along face of west sidewalk. Hairline map cracks in sidewalk fascia, some are opening up. Brick/concrete paving in median. (09/22) Newer concrete along face of east and west sidewalks with hairline transverse cracks every 3'-6'. Remaining portion of sidewalks have heavy shrinkage/ASR cracking. Vehicle scrapes along face of west sidewalk. Hairline map cracks in sidewalk fascia. Newer brick/concrete paving in median. (09/20)

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5248

BRIDGE SAFETY INSPECTION REPORT

Facility CLYDE PARK AVENUE	Latitude / Longitude 42.8706 / -85.684	MDOT Structure ID 414745500020B01	Structure Condition Fair Condition(5)	
Feature BUCK CREEK	Length / Width / Spans 62 / 88.9 / 1	Owner City: WYOMING(7455)		
Location IN WYOMING	Built / Recon. / Paint / Ovly. 1990 / / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)	
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/19/2024 / ID1K	Scour Evaluation 5 Stable w/in footing	

6. Deck Bottom Surface (SIA-58B)	N	N	N	Side by side box beams. (09/24) Side by side box beams. (09/22) Side by side box beams. (09/20)
7. Deck (SIA-58)	6	6	5	Hairline cracks in top surface along beam lines. Spalled areas at each end, ~2.5% of traveled surface is spalled, delaminated concrete around spalls. Hairline vertical cracks in deck fascia. Map cracking in NE deck fascia, starting in SE & SW fascia. 5'x12"x12" spall with exposed rebar at NW deck fascia, horizontal crack with efflorescence extends 5.5' from end of spall. Heavy efflorescence on beams and abutment wall at all deck corners. Staining from previous leakage at center beam joint. Leakage noted at several beam joints at abutments. (09/24) Hairline cracks in top surface along beam lines. Hairline vertical cracks in deck fascia. Map cracking in NE deck fascia. 5'x12"x12" spall with exposed rebar at NW deck fascia, horizontal crack with efflorescence extends 5.5' from end of spall. Heavy efflorescence on beams and abutment wall at all deck corners. Staining from previous leakage at center beam joint. Leakage noted at several beam joints at abutments. (09/22) Hairline cracks in top surface along beam lines. Hairline vertical cracks in deck fascia. Map cracking in NE deck fascia. 5'x8"x8" spall with exposed rebar at NW deck fascia, horizontal crack with efflorescence extends 5.5' from end of spall. Heavy efflorescence on beams and abutment wall at all deck corners. Staining from previous leakage at center beam joint. Leakage noted at several beam joints at abutments. (09/20)
8. Drainage				Good, off north end. (09/24) Good, off north end. (09/22) Fair, off north end. (09/20)

SUPERSTRUCTURE

	09/20	09/22	09/24	
9. Stringer (SIA-59)	7	7	7	Hairline shear crack at each end of both fascias. Nothing noted with interior beams. (09/24) Hairline shear crack at each end of both fascias. Nothing noted with interior beams. (09/22) Hairline shear crack at each end of both fascias. Nothing noted with interior beams. (09/20)
10. Paint (SIA-59A)	N	N	N	(09/24) (09/22) (09/20)
11. Section Loss	N	N	N	(09/24) (09/22) (09/20)
12. Bearings	8	8	8	Nothing noted. (09/24) Nothing noted. (09/22) Nothing noted. (09/20)


SUBSTRUCTURE

09/20 09/22 09/24

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5248

BRIDGE SAFETY INSPECTION REPORT

Facility CLYDE PARK AVENUE	Latitude / Longitude 42.8706 / -85.684	MDOT Structure ID 414745500020B01	Structure Condition Fair Condition(5)	
Feature BUCK CREEK	Length / Width / Spans 62 / 88.9 / 1	Owner City: WYOMING(7455)		
Location IN WYOMING	Built / Recon. / Paint / Ovly. 1990 / / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)	
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/19/2024 / ID1K	Scour Evaluation 5 Stable w/in footing	

13. Abutments (SIA-60)	6	6	6	<p>NORTH ABUTMENT: 6 hairline vertical cracks, crack under beam 5W has leakage. Hairline horizontal crack at top under beam 1W. Heavy efflorescence at both fascias.</p> <p>SOUTH ABUTMENT: Hairline map cracking, est 75% cracked. Cracks opening up and leaching in SW abutment corner. (09/24)</p> <p>NORTH ABUTMENT: 6 hairline vertical cracks, crack under beam 5W has leakage. Hairline horizontal crack at top under beam 1W. Heavy efflorescence at both fascias.</p> <p>SOUTH ABUTMENT: Hairline map cracking, est 75% cracked. Cracks opening up and leaching in SW abutment corner. (09/22)</p> <p>NORTH ABUTMENT: 6 hairline vertical cracks, crack under beam 5W has leakage. Hairline horizontal crack at top under beam 1W. Heavy efflorescence at both fascias.</p> <p>SOUTH ABUTMENT: Hairline map cracking, est 75% cracked. Cracks opening up and leaching in SW abutment corner. (09/20)</p>
14. Piers (SIA-60)	N	N	N	<p>(09/24)</p> <p>(09/22)</p> <p>(09/20)</p>
15. Slope Protection	N	N	N	<p>(09/24)</p> <p>(09/22)</p> <p>(09/20)</p>
16. Channel (SIA-61)	7	7	7	<p>Sand bottom, banks stable. Riprap visible along north side, sand/silt over south riprap. Measured 7'-8' from bottom of beam to stream bottom at upstream and downstream face. (09/24)</p> <p>Sand bottom, banks stable. Riprap visible along north side, sand/silt over south riprap. Measured 7'-8' from bottom of beam to stream bottom at upstream and downstream face. (09/22)</p> <p>Sand bottom, banks stable. Riprap visible along north side, sand/silt over south riprap. Possible aggradation of stream bottom, measured 7' to bottom of beam at upstream and downstream face. (09/20)</p>
17. Scour Inspection	7	7	7	<p>~1' deeper than average in NE corner. (09/24)</p> <p>Deeper in NE corner. (09/22)</p> <p>Deeper in NE corner. (09/20)</p>

APPROACH

	09/20	09/22	09/24	
18. Approach Pavement	6	6	6	<p>Hairline longitudinal cracks and several small spalls/patches in concrete approach slabs. Several previous concrete repairs. Patched at reference lines. (09/24)</p> <p>Hairline longitudinal cracks and several small spalls/patches in concrete approach slabs. Several previous concrete repairs. Patched at reference lines. (09/22)</p> <p>Hairline longitudinal cracks and several minor spalls in concrete approach slabs. Several previous concrete repairs. Concrete patches at ends of approach slabs are starting to break up. (09/20)</p>
19. Approach Shoulders Sidewalks	6	6	6	<p>Approach sidewalk is good. Vegetation growing in sidewalk joints. Minor scrapes/spalling on curbs. (09/24)</p> <p>Newer approach sidewalk section in all 4 quads. Vegetation growing in sidewalk joints. (09/22)</p> <p>Newer approach sidewalk section in all 4 quads. Vegetation growing in sidewalk joints. (09/20)</p>
20. Approach Slopes				<p>Stable slopes. (09/24)</p> <p>Stable slopes. (09/22)</p> <p>Stable slopes. (09/20)</p>
21. Utilities				<p>None noted. (09/24)</p> <p>None noted. (09/22)</p> <p>None noted. (09/20)</p>

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5248

BRIDGE SAFETY INSPECTION REPORT

Facility CLYDE PARK AVENUE	Latitude / Longitude 42.8706 / -85.684	MDOT Structure ID 414745500020B01	Structure Condition Fair Condition(5)
Feature BUCK CREEK	Length / Width / Spans 62 / 88.9 / 1	Owner City: WYOMING(7455)	
Location IN WYOMING	Built / Recon. / Paint / Ovly. 1990 / / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/19/2024 / ID1K	Scour Evaluation 5 Stable w/in footing



22. Drainage Culverts Large sewer outlets outside of abutments. Concrete apron on NW outlet is undermining. (09/24)
 Large sewer outlets outside of abutments. Concrete apron on NW outlet is undermining. (09/22)
 Outside of abutments. Concrete apron on NW outlet is undermining. (09/20)

MISCELLANEOUS

Guard Rail

Item	Rating
36A. Bridge Railings	1
36B. Transitions	1
36C. Approach Guardrail	1
36D. Approach Guardrail Ends	1

Other Items

Item	Rating
71. Water Adequacy	8
72. Approach Alignment	8
Temporary Support	0 No Temporary Supports
High Load Hit (M)	No
Special Insp. Equipment	2
Underwater Insp. Method	1

False Decking (Timber) Removed to Complete Inspection

N/A - No False Decking

Critical Feature Inspections (SIA-92)

	Freq	Date
92A. Fracture Critical		
92B. Underwater		
92C. Other Special		
92D. Fatigue Sensitive		

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5248

STRUCTURE INVENTORY AND APPRAISAL

Facility CLYDE PARK AVENUE	Latitude / Longitude 42.8706 / -85.684	MDOT Structure ID 414745500020B01	Structure Condition Fair Condition(5)
Feature BUCK CREEK	Length / Width / Spans 62 / 88.9 / 1	Owner City: WYOMING(7455)	
Location IN WYOMING	Built / Recon. / Paint / Ovly. 1990 / / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/19/2024 / ID1K	Scour Evaluation 5 Stable w/in footing



Bridge History, Type, Materials

27 - Year Built	1990
106 - Year Reconstructed	
202 - Year Painted	
203 - Year Overlay	
43 - Main Span Bridge Type	5 05
44 - Appr Span Bridge Type	
77 - Steel Type	0
78 - Paint Type	0
79 - Rail Type	6
80 - Post Type	0
107 - Deck Type	1
108A - Wearing Surface	1
108B - Membrane	0
108C - Deck Protection	1

Structure Dimensions

34 - Skew	0
35 - Struct Flared	N
45 - Num Main Spans	1
46 - Num Apprs Spans	0
48 - Max Span Length	62
49 - Structure Length	62
50A - Width Left Curb/SW	6.9
50B - Width Right Curb/SW	6.9
33 - Median	2
51 - Width Curb to Curb	52.2
52 - Width Out to Out	88.9
112 - NBIS Length	Y

Inspection Data

90 - Inspection Date	09/19/2024
91 - Inspection Freq	24
92A - Frac Crit Req/Freq	N
93A - Frac Crit Insp Date	
92B - Und Water Req/Freq	N
93B - Und Water Insp Date	
92C - Oth Spec Insp Req/Freq	N
93C - Oth Spec Insp Date	
92D - Fatigue Req/Freq	N
93D - Fatigue Insp Date	
176A - Und Water Insp Method	1
58 - Deck Rating	5
58A/B - Deck Surface/Bottom	5 N
59 - Superstructure Rating	7
59A - Paint Rating	N
60 - Substructure Rating	6
61 - Channel Rating	7
62 - Culvert Rating	N

Navigation Data

38 - Navigation Control	0
39 - Vertical Clearance	0
40 - Horizontal Clearance	0
111 - Pier Protection	
116 - Lift Brgd Vert Clear	0

Route Carried By Structure(ON Record)

5A - Record Type	1
5B - Route Signing	5
5C - Level of Service	1
5D - Route Number	02001
5E - Direction Suffix	0
10L - Best 3m Unclr-Lt	0 0
10R - Best 3m Unclr-Rt	99 99
PR Number	
Control Section	
11 - Mile Point	0
12 - Base Highway Network	0
13 - LRS Route-Subroute	0000004349 01
19 - Detour Length	4
20 - Toll Facility	3
26 - Functional Class	17
28A - Lanes On	2
29 - ADT	14442
30 - Year of ADT	2009
32 - Appr Roadway Width	52.2
32A/B - Ap Pvt Type/Width	5 52
42A - Service Type On	1
47L - Left Horizontal Clear	25.9
47R - Right Horizontal Clear	25.9
53 - Min Vert Clr Ov Deck	99 99
100 - STRAHNET	0
102 - Traffic Direct	2
109 - Truck %	11
110 - Truck Network	0
114 - Future ADT	19451
115 - Year Future ADT	2029
Freeway	0

Structure Appraisal

36A - Bridge Railing	1
36B - Rail Transition	1
36C - Approach Rail	1
36D - Rail Termination	1
67 - Structure Evaluation	6
68 - Deck Geometry	9
69 - Underclearance	N
71 - Waterway Adequacy	8
72 - Approach Alignment	8
103 - Temporary Structure	
113 - Scour Criticality	5

Miscellaneous

37 - Historical Significance	5
98A - Border Bridge State	
98B - Border Bridge %	
101 - Parallel Structure	N
EPA ID	
Stay in Place Forms	
143 - Pin & Hanger Code	
148 - No. of Pin & Hangers	

Route Under Structure (UNDER Record)

5A - Record Type	
5B - Route Signing	
5C - Level of Service	
5D - Route Number	
5E - Direction Suffix	
10L - Best 3m Unclr-Lt	
10R - Best 3m Unclr-Rt	
PR Number	
Control Section	
11 - Mile Point	
12 - Base Highway Network	
13 - LRS Route-Subroute	
19 - Detour Length	
20 - Toll Facility	
26 - Functional Class	
28B - Lanes Under	
29 - ADT	
30 - Year of ADT	
42B - Service Type Under	5
47L - Left Horizontal Clear	
47R - Right Horizontal Clear	
54A - Left Feature	
54B - Left Underclearance	99 99
54C - Right Feature	
54D - Right Clearance	99 99
Under Clearance Year	
55A - Reference Feature	N
55B - Right Horiz Clearance	99.9
56 - Left Horiz Clearance	0
100 - STRAHNET	
102 - Traffic Direct	
109 - Truck %	
110 - Truck Network	
114 - Future ADT	
115 - Year Future ADT	
Freeway	

Proposed Improvements

75 - Type of Work	
76 - Length of Improvement	
94 - Bridge Cost	
95 - Roadway Cost	
96 - Total Cost	
97 - Year of Cost Estimate	


Load Rating and Posting

31 - Design Load	5
41 - Open, Posted, Closed	A
63 - Fed Oper Rtg Method	6
64F - Fed Oper Rtg Load	2.05
64MA - Mich Oper Rtg Method	6
64MB - Mich Oper Rtg	1.2
64MC - Mich Oper Truck	17
65 - Inv Rtg Method	6
66 - Inventory Load	1
70 - Posting	5
141 - Posted Loading	
193 - Overload Class	

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5248

WORK RECOMMENDATIONS

Facility CLYDE PARK AVENUE	Latitude / Longitude 42.8706 / -85.684	MDOT Structure ID 414745500020B01	Structure Condition Fair Condition(5)	
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WORK RECOMMENDATIONS

ID1K

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	24	09/19/2024

RECOMMENDATIONS & ACTION ITEMS

Recommendation Type	Priority	Description
Brush Cut	M	Cut brush and trim trees on east side.
Joint Repair	M	Reseal centerline joint in median.
Deck Patching	H	Sawcut and remove concrete at each end of deck, patch with new concrete.
Floodcoat	H	Place epoxy overlay on deck and healer/sealer on sidewalks.



BRIDGE SECTION LOOKING NORTH



RUBBER SEAL AND PATCHES AT SOUTH REFERENCE LINE, PATCHED DECK SPALL INSIDE SOUTHBOUND LANE



HAIRLINE LONGITUDINAL CRACKS IN CONCRETE DECK ALONG BEAM LINES



SHRINKAGE OR ASR CRACKING IN CONCRETE SIDEWALK



PATCHED SPALLS AT NORTH END OF DECK IN SOUTHBOUND LANES



SEALANT AND PATCHING AT NORTH REFERENCE LINE



SPALL AT NORTH END OF DECK IN OUTSIDE NORTHBOUND LANE PARTIALLY FILLED WITH HOT-POURED RUBBER



PATCHED SPALL AT SOUTH END OF DECK, INSIDE NORTHBOUND LANE



EAST BRIDGE ELEVATION



EFFLORESCENCE THROUGH BEAM JOINTS AT ABUTMENT



SPALL WITH EXPOSED REBAR AND HORIZONTAL CRACK WITH EFFLORESCENCE AT NORTH END OF WEST DECK FASCIA

PRIORITY LIST – CITY OF WYOMING

The following is the priority list for bridges in the City of Wyoming seeking local bridge funds:

1. SN 5247 – Godfrey Avenue over Plaster Creek, Preventive Maintenance
2. SN 5246 – Burlingame Avenue over Buck Creek,
SN 5248 – Clyde Park Avenue over Buck Creek,
SN 5249 – Clyde Park Avenue over Plaster Creek,
Multiple Structure Preventive Maintenance
3. SN 5245 – Clay Avenue over Buck Creek,
SN 5251 – 54th Street over Buck Creek,
Multiple Structure Preventive Maintenance

CITY OF WYOMING
APPLICATION FOR
MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL BRIDGE FUNDS
CLYDE PARK AVENUE OVER PLASTER CREEK (SN 5249)

I. INTRODUCTION

Clyde Park Avenue over Plaster Creek is part of a multiple bridge preventive maintenance project which is the second priority for the City of Wyoming in the 2028 fiscal year. A brief description of the bridge follows:

- The Clyde Park Avenue bridge was constructed in 1994 and has a single span with a total length of 74 feet.
- The bridge has a clear width of 44 feet and an out-to-out width of 66 feet.
- The superstructure consists of side by side box beams with a concrete deck.
- The abutments are concrete curtainwall supported by steel H-piles.
- There is a sidewalk on each side of the bridge with 8 feet minimum width.
- The bridge has a concrete open parapet railing with aluminum tube rails.

Clyde Park Avenue is classified as an “Urban Minor Arterial” on the National Functional Classification Map. The average daily traffic on Clyde Park Avenue is 18,000 vehicles per day.

II. GENERAL CONDITION

Overall the bridge is in good condition. A September 2024 inspection noted the following deficiencies:

- Hairline cracks in concrete deck surface perpendicular to reference lines.
- E3 joint at each end of deck missing most of sealant.
- Hairline longitudinal and transverse cracks in sidewalk surface. Face of west sidewalk is spalled.
- Cracks and minor spalling in concrete approach slabs.
- Approach sidewalks settled at bridge.

III. NARRATIVE SUPPORTING THE APPLICATION

A. Contact Person

The contact person for the City of Wyoming is:

Mr. Jeff Oonk
City Engineer
City of Wyoming
2660 Burlingame Ave
Wyoming, MI 49509
Phone: 616-530-7254

B. Preventive Maintenance Discussion

The preventive maintenance work would include the following:

- Epoxy overlay on bridge deck and approach slabs.
- Patching and healer/sealer on sidewalks.
- Reseal E3 joints.
- Approach sidewalk repair.

C. Economic Importance

The economic importance of the Clyde Park Avenue bridge over Plaster Creek includes the following:

- Several industrial facilities including Grand Rapids Iron and Metal, Golden Eagle Pallets, Executive Motorsports, and MPD Welding are located along the west side of Clyde Park Avenue near the bridge.
- Residential neighborhoods are located along the east side of Clyde Park Avenue north of the bridge, and the bridge is heavily used by commuters.
- Emergency vehicles, school buses, and delivery trucks use the bridge to access neighborhoods and businesses along Clyde Park Avenue.
- Several schools are located within a mile of the bridge, and many students utilize the sidewalks on the bridge as they walk to school.
- Clyde Park Avenue serves as an alternate route to US-131 when there are traffic incidents on the freeway, and it connects to I-196 Business Route (Chicago Drive) a half mile north of the bridge.

D. Existing Detour Impact

Because the bridge is not currently posted, there are no detour routes.

E. Impact of Closed Structure

If the Clyde Park Avenue Bridge were closed, delivery vehicles, school buses, emergency vehicles and commercial trucks would have to take a 2 mile detour. The closure would add more vehicles to heavily traveled Burton Street, Godfrey Avenue, and Chicago Drive.

F. Structure Maintenance

The east sidewalk was widened and the rail height was raised in 2004.

IV. COST BREAKDOWN

Following is the estimated cost for preventive maintenance on the Clyde Park Avenue bridge.

ITEM	COST ITEM		COST
A.	Approach Construction	(A)	\$68,000
B.	Structure Construction	(B)	\$39,000
		Total (A&B)	\$107,000

Exhibit 4 - Cost Estimating Worksheet

2025

**BRIDGE COST ESTIMATE WORKSHEET
- CPM, REHAB, REPLACE -**

REV. 02/6/2024

OWNER: WYOMING	FISCAL YEAR: 2028	DATE: 3/25/2025
REGION: Grand	LENGTH 73.8	ENGINEER: RWL
TSC: Grand Rapids	MP: 11.107	WIDTH 44.0
LOCATION: CLYDE PARK AVENUE over PLASTER CREEK	DECK AREA: 4,863	STRUCTURE ID: 5249
PRIMARY WORK ACTIVITY: Overlay - Epoxy	CLEAR ROADWAY: 3,247	BRIDGE ID: N/A
OTHER WORK: Healer/sealer, patching, joint sealing	STR. TYPE: Prestressed Concrete	Box Beam or Girders - Mu

WORK ACTIVITY	MDOT Bridge Design Guides	QUANTITY	UNIT	UNIT COST	TOTAL
NEW BRIDGE (increase deck area based on design standards and hydraulic requirements)					
Single or Multiple Spans, Grade Separation	(add demo, approach, MOT)		SFT	\$435.00/SFT	
Single Span, Over Water	Length < 100ft (add demo, approach, MOT)		SFT	\$525.00/SFT	
Multiple Spans, Over Water	Length > 100ft (add demo, approach, MOT)		SFT	\$470.00/SFT	
Precast Culvert	Length < 40ft (add demo, approach, MOT)		SFT	\$565.00/SFT	
NEW SUPERSTRUCTURE					
New Superstructure, Grade Separation	(incl. remove exist deck/super; add MOT & approach)		SFT	\$310.00/SFT	
New Superstructure, Over Water	(incl. remove exist deck/super; add MOT & approach)		SFT	\$315.00/SFT	
WIDENING					
Structure Widening, _____ ft	(incl. deck/super/sub widening, add approach transition)		SFT	\$630.00/SFT	
NEW DECK					
New Bridge Deck & Barrier	(incl. remove exist deck/railing, add approach, MOT)		SFT	\$150.00/SFT	
DEMOLITION					
Entire Structure, Grade Separation			SFT	\$75.00/SFT	
Entire Structure, Over Water			SFT	\$95.00/SFT	
DECK REPAIR / TREATMENTS					
Bridge Railing Replacement	(incl. removal and replacement)		FT	\$750.00/FT	
Concrete Brush Block / Curb Patch	(incl. hand chipping and formwork)	50.0	FT	\$29.00/FT	\$1,450.00
Concrete Barrier Patch	(incl. hand chipping and formwork)		SFT	\$85.00/SFT	
Concrete Deck Patch	(incl. hand chipping)		SFT	\$68.00/SFT	
Deep Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
Epoxy Overlay	(incl. warranty) - 74'Lx44"W	362.0	SYD	\$48.00/SYD	\$17,376.00
Expansion Joint Gland Replacement	(remove and replace elastomeric gland)		FT	\$125.00/FT	
Expansion Joint Replacement	(incl. removal)		FT	\$860.00/FT	
Full Depth Patch			SFT	\$140.00/SFT	
Healer / Sealer	(sidewalks on bridge) - 74'Lx24"W	198.0	SYD	\$30.00/SYD	\$5,940.00
HMA Overlay with WP membrane			SYD	\$60.00/SYD	
Overlay Removal	(Epoxy: \$22/syd Latex: \$26/syd HMA: \$40/syd)		SYD	\$22.00/SYD	
Reseal Bridge Joints	(reseal E3 joints) - 45'x2	90.0	FT	\$28.00/FT	\$2,520.00
Shallow Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
SUPERSTRUCTURE REPAIR					
Bearing Realignment / Replacement	(incl. temporary supports)		EA	\$6,450.00/EA	
Heat Straightening	(incl. clean and coat)		EA	\$57,000.00/EA	
Pack Rust Repair	(greater than 3/8" separation)		FT	\$1,150.00/FT	
Paint - Complete	(incl. clean & coat)		SFT	\$30.00/SFT	
Paint - Partial / Spot / Zone	(incl. clean & coat - \$20k minimum)		SFT	\$60.00/SFT	
PCI Beam End Blockout	(incl. temporary supports)		EA	\$7,200.00/EA	
Pin & Hanger Replacement	(incl. temporary supports)		EA	\$17,000.00/EA	
Structural Steel Repair	(based on 6ft repair length)		EA	\$4,000.00/EA	
Structural Steel Repair - Stiffener	(includes each side of beam)		EA	\$1,500.00/EA	
SUBSTRUCTURE REPAIR					
Substructure Patching	(measured x 2) replace if repair area > 30%		CFT	\$360.00/CFT	
Substructure Replacement	(incl. temporary supports, excavation)		CFT	\$375.00/CFT	
Substructure Horizontal Surface Sealer			SYD	\$75.00/SYD	
Temporary Supports	(add Structural Steel Repair - Stiffener for ea steel beam)		EA	\$4,000.00/EA	
MISCELLANEOUS					
Articulating Concrete Block System (ACB)			SYD	\$320.00/SYD	
Concrete Surface Coating			SYD	\$47.00/SYD	
Culvert Cleanout			FT	\$125.00/FT	
Epoxy Crack Injection	(structural crack repair)		FT	\$70.00/FT	
Metal Mesh Panels	(48" width, max 6'-6" length)		SFT	\$28.00/SFT	
Pressure Relief Joint	(use when approach concrete roadway exceeds 1,000ft)		FT	\$110.00/FT	
Riprap	(assume 10ft distance around perimeter of substructure)		SYD	\$275.00/SYD	
Silane Treatment	(penetrating sealer for concrete surfaces)		SFT	\$7.00/SFT	
Slope Protection Repairs			SYD	\$150.00/SYD	
Other					

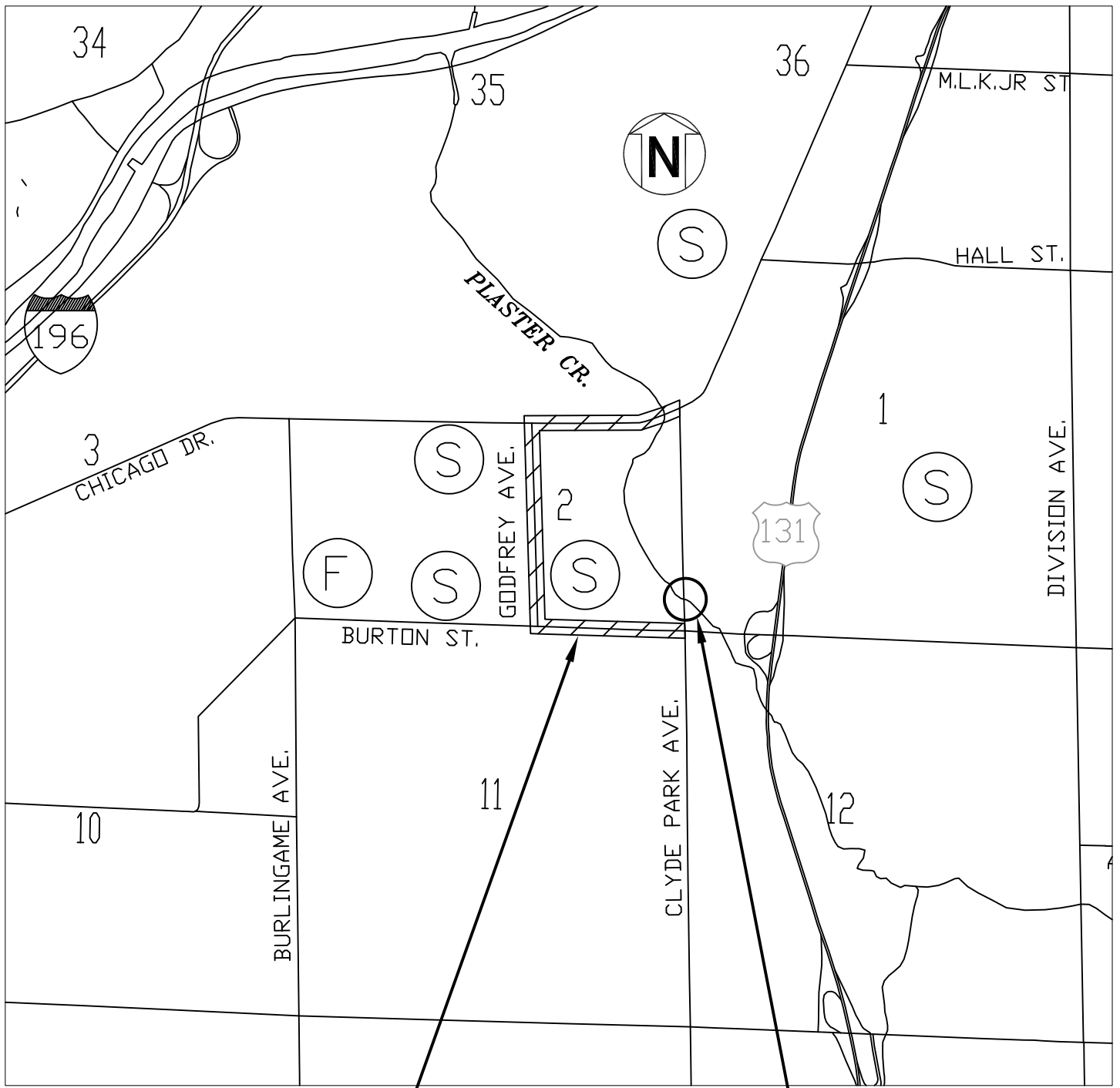
BASE STRUCTURE CONSTRUCTION BUDGET	\$27,286
CONTINGENCY (10% - 20%) (use higher contingency for small projects)	20 % \$27,000.00 \$5,000
MOBILIZATION (estimate at 10%)	10 % \$3,000.00 \$3,000
INFLATION (assume 4% per year, beginning in 2024)	12 % \$35,000.00 \$4,000
STRUCTURE CONSTRUCTION BUDGET	\$39,000

ROAD WORK					
Epoxy Overlay - Approach Slab	(incl. warranty) - 55'Lx44"W	269.0	SYD	\$48.00/SYD	\$12,912.00
Sidewalk Repair		200.0	FT	\$15.00/FT	\$3,000.00
Guardrail Anchorage to Bridge	(each quadrant)		EA	\$2,540.00/EA	
Guardrail	(incl. removal) < 200ft beyond reference line		FT	\$41.00/FT	
Guardrail Terminal	(each quadrant)		EA	\$3,900.00/EA	
Roadway Approach Work	(beyond approach pavement)		LSUM	LSUM	
Utilities			LSUM	LSUM	

TRAFFIC CONTROL <i>Unit Cost to be determined by Region or TSC Traffic & Safety</i>					
Part Width Construction			LSUM	LSUM	
Crossovers			EA	/EA	
Temporary Traffic Signals			set	/set	
RR Flagging			LSUM	LSUM	
Detour	min. \$30,000	1.0	LSUM	\$30,000.00/LSUM	\$30,000.00

BASE ROAD/TRAFFIC CONSTRUCTION BUDGET	\$45,912
CONTINGENCY (10% - 20%) (use higher contingency for small projects)	20 % \$46,000.00 \$9,000
MOBILIZATION (estimate at 10%)	10 % \$55,000.00 \$6,000
INFLATION (assume 4% per year, beginning in 2025)	12 % \$61,000.00 \$7,000
RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET	\$68,000

<small>(Does not include PE or CE)</small>		TOTAL CONSTRUCTION BUDGET	\$107,000
<small>(Refer to programming guidelines in Bridge Cost Estimating Worksheet-Key for CE/PE & PE-S)</small>		% CE	CON BUDGET \$107,000
		% PE	PE BUDGET \$0
		% PE	PE-S BUDGET \$0



LOCATION MAP
CLYDE PARK AVENUE OVER PLASTER CREEK
SECTION 1/2,
CITY OF WYOMING, T6N, R12W

LEGEND: (F) FIRE STATION (S) SCHOOL

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5249

BRIDGE SAFETY INSPECTION REPORT

Facility CLYDE PARK AVENUE	Latitude / Longitude 42.9291 / -85.6863	MDOT Structure ID 414745500025B01	Structure Condition Good Condition(7)
Feature PLASTER CREEK	Length / Width / Spans 73.8 / 65.9 / 1	Owner City: WYOMING(7455)	
Location IN WYOMING AND GRAND RAPI	Built / Recon. / Paint / Ovly. 1994 / / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/19/2024 / QRA7	Scour Evaluation 5 Stable w/in footing



NBI INSPECTION

QRA7

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	24	09/19/2024

GENERAL NOTES

Good. Evidence of someone living under bridge. A fire was made in front of south abutment at centerline and west of centerline.

DECK

09/20 09/22 09/24

1. Surface (SIA-58A)	7	7	7	Hairline cracks perpendicular to south reference line - 2 in center lane, multiple in NB lane, 1 in SB lane. Hairline cracks perpendicular to north reference line - 3 in center lane, 3 in NB lane. Hairline longitudinal crack along edge of SB lane entire length. (09/24) Hairline cracks perpendicular to south reference line - 2 in center lane, multiple in NB lane. Hairline cracks perpendicular to north reference line - 3 in center lane, 3 in NB lane. Hairline longitudinal crack along edge of SB lane entire length. (09/22) Hairline cracks perpendicular to south reference line - 2 in center lane, multiple in NB lane. Hairline cracks perpendicular to north reference line - 3 in center lane, 1 at edge of NB lane. Hairline longitudinal crack along edge of SB lane entire length. (09/20)
2. Expansion Joints	N	N	N	(09/24) (09/22) (09/20)
3. Other Joints	5	5	5	E3 joints missing most of sealant. Joints are full of dirt and some vegetation where sealant is missing. (09/24) E3 joints missing most of sealant. Joints are full of dirt and some vegetation where sealant is missing. (09/22) E3 joints missing hot poured rubber at each end. Joints are full of dirt and some vegetation where sealant is missing. (09/20)
4. Railings	7	7	7	East railing has been modified for a height adjustment. Very fine shrinkage cracks in concrete parapet, also hairline vertical cracks. A few cracks starting to open up at each end of east parapet, some have efflorescence. 2 missing parapet opening tubes in SW quad. (09/24) East railing has been modified for a height adjustment. Very fine shrinkage cracks in concrete parapet, also hairline vertical cracks. A few cracks starting to open up at each end of east parapet. 2 missing parapet opening tubes in SW quad. (09/22) East railing has been modified for a height adjustment. Noted very fine shrinkage cracks in concrete parapet, also noted vertical hairline cracks. A couple cracks starting to open up at each end of east parapet. 2 missing parapet opening tubes in the SW quad. (09/20)
5. Sidewalks or Curbs	6	5	5	East sidewalk widened for bike path. Transverse and longitudinal cracks in sidewalk surface. Spalling in east sidewalk surface along longitudinal joint. Spalling with exposed rebar in traffic face of west sidewalk at north end over a distance of 20', 1 small spall at south end. Hairline vertical cracks in east sidewalk fascia. (09/24) East sidewalk widened for bike path. Transverse and longitudinal cracks in sidewalk surface. Spalling in east sidewalk surface along longitudinal joint. Spalling with exposed rebar in traffic face of west sidewalk at north end over a distance of 20', 1 small spall at south end. Hairline vertical cracks in east sidewalk fascia. (09/22) East sidewalk widened for bike path. Transverse and longitudinal cracks in sidewalk surface. Spall (<1 sft) in east sidewalk surface near north end. 3 spalls in traffic face of west sidewalk at north end over a distance of 12', cracking at each end of spalled area. Hairline vertical cracks in east sidewalk fascia. (09/20)
6. Deck Bottom Surface (SIA-58B)	N	N	N	Side by side box beams. (09/24) Side by side box beams. (09/22) Side by side box beams. (09/20)

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5249

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Facility CLYDE PARK AVENUE	Latitude / Longitude 42.9291 / -85.6863	MDOT Structure ID 414745500025B01	Structure Condition Good Condition(7)
Feature PLASTER CREEK	Length / Width / Spans 73.8 / 65.9 / 1	Owner City: WYOMING(7455)	
Location IN WYOMING AND GRAND RAPI	Built / Recon. / Paint / Ovly. 1994 / / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/19/2024 / QRA7	Scour Evaluation 5 Stable w/in footing



7. Deck (SIA-58)	7	7	7	Hairline longitudinal cracks noted in concrete deck surface, mainly at ends. Hairline cracks in NE deck fascia. Minor leakage at north end of joint 1W. (09/24) Hairline longitudinal cracks noted in concrete deck surface, mainly at ends. Hairline cracks in NE deck fascia. Minor leakage at north end of joint 1W. (09/22) Hairline longitudinal cracks noted in concrete deck surface, mainly at ends. Hairline cracks in NE deck fascia. Minor leakage at north end of joint 1W. (09/20)
8. Drainage				Good, off north end. (09/24) Good, off north end. (09/22) Good, off north end. (09/20)

SUPERSTRUCTURE

	09/20	09/22	09/24	
9. Stringer (SIA-59)	7	7	7	East fascia - fine cracks throughout, hairline shear crack at north end, hairline horizontal crack with efflorescence below PT pocket north of midspan. Charring on beam bottoms in front of south abutment where fire was lit, appears to be only superficial. (09/24) East fascia - fine cracks throughout, hairline shear crack at north end, hairline horizontal crack with efflorescence below PT pocket north of midspan. Light charring on beam bottoms in front of south abutment where fire was lit. (09/22) East fascia - fine cracks throughout, hairline shear crack at north end, hairline horizontal crack with efflorescence below PT pocket north of midspan. Nothing noted along bottoms or west fascia. (09/20)
10. Paint (SIA-59A)	N	N	N	(09/24) (09/22) (09/20)
11. Section Loss	N	N	N	(09/24) (09/22) (09/20)
12. Bearings	8	8	8	Nothing noted. (09/24) Nothing noted. (09/22) Nothing noted. (09/20)

SUBSTRUCTURE

	09/20	09/22	09/24	
13. Abutments (SIA-60)	7	7	7	Hairline vertical crack in south abutment under beam 5W. 1 sft spall on south abutment under watermain outside west fascia. Nothing noted with north abutment. (09/24) Hairline vertical crack in south abutment under beam 5W. 1 sft spall on south abutment under watermain outside west fascia. Nothing noted with north abutment. (09/22) Hairline vertical crack in south abutment under beam 5W. 1 sft spall on south abutment under watermain outside west fascia. Nothing noted with north abutment. (09/20)
14. Piers (SIA-60)	N	N	N	(09/24) (09/22) (09/20)
15. Slope Protection	N	N	N	(09/24) (09/22) (09/20)
16. Channel (SIA-61)	7	7	7	Paved channel bottom under bridge. Stone weir at downstream face has caused a scour hole to form downstream. Riprap and original abutments in place for scour protection. (09/24) Paved channel bottom under bridge. Stone weir at downstream face has caused a scour hole to form downstream. Riprap and original abutments in place for scour protection. (09/22) Paved channel bottom under bridge. Stone weir at downstream face has caused a scour hole to form downstream. Riprap and original abutments in place for scour protection. (09/20)

MICHIGAN DEPARTMENT OF TRANSPORTATION

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BRIDGE SAFETY INSPECTION REPORT

Facility CLYDE PARK AVENUE	Latitude / Longitude 42.9291 / -85.6863	MDOT Structure ID 414745500025B01	Structure Condition Good Condition(7)
Feature PLASTER CREEK	Length / Width / Spans 73.8 / 65.9 / 1	Owner City: WYOMING(7455)	
Location IN WYOMING AND GRAND RAPI	Built / Recon. / Paint / Ovly. 1994 / / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)
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17. Scour Inspection	7	7	7	No scour noted under bridge. Water ~6" deep over concrete bottom under bridge, 2-3 ft deep upstream, 4'+ deep in scour hole downstream. (09/24) No scour noted under bridge. Water ~6" deep over concrete bottom under bridge, 2-3 ft deep upstream, 4'+ deep in scour hole downstream. (09/22) No scour noted under bridge. Water ~6" deep over concrete bottom under bridge, 2-3 ft deep upstream, 4'+ deep in scour hole downstream. (09/20)
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APPROACH

09/20 09/22 09/24

18. Approach Pavement	6	6	6	South approach slab has a transverse and longitudinal crack which are starting to spall and ravel, partially patched in SB lane. Surface scaling along east edge of south approach slab. North approach slab has a transverse crack in the northbound lane. Hairline cracks along reference lines, fine shrinkage cracks throughout. (09/24) South approach slab has a transverse and longitudinal crack which are starting to spall and ravel, partially patched in SB lane. Surface scaling along east edge of south approach slab. North approach slab has a transverse crack in the northbound lane. Hairline cracks along reference lines. (09/22) South approach slab has a transverse and longitudinal crack which are starting to spall and ravel. North approach slab has a transverse crack in the northbound lane. Hairline cracks along reference lines. (09/20)
19. Approach Shoulders Sidewalks	5	5	4	Settlement of approach sidewalk at reference lines - 1.5" SW, 1.5" NW, 1" NE, 0.5" SE. Vegetation growing in joints. (09/24) Settlement of approach sidewalk at reference lines - 1.25" SW, 1" NW, 1" NE, 0.5" SE. Vegetation growing in joints. (09/22) Settlement of approach sidewalk at reference lines - 1.25" SW, 1" NW, 1" NE, 0.5" SE. Vegetation growing in joints. Vegetation overgrowing sidewalk in SW quad. (09/20)
20. Approach Slopes				Stable slopes. NE approach guardrail has minor damage. Significant damage to SE guardrail end. Minor damage to SW guardrail. (09/24) Stable slopes. NE approach rail end has been hit. Significant damage to SE guardrail end. Minor damage to SW guardrail. (09/22) Stable slopes. NE approach rail end has been hit. Significant damage to SE guardrail end. Minor damage to SW guardrail. (09/20)
21. Utilities				Watermain along west fascia has areas of rust. (09/24) Watermain along west fascia has areas of rust. (09/22) Watermain along west fascia has areas of rust. (09/20)
22. Drainage Culverts				Outside of abutments. (09/24) Outside of abutments. (09/22) Outside of abutments. (09/20)

MISCELLANEOUS

Guard Rail

Item	Rating
36A. Bridge Railings	1
36B. Transitions	1
36C. Approach Guardrail	1
36D. Approach Guardrail Ends	0

Other Items

Item	Rating
71. Water Adequacy	8
72. Approach Alignment	8
Temporary Support	0 No Temporary Supports
High Load Hit (M)	No
Special Insp. Equipment	2
Underwater Insp. Method	0

False Decking (Timber) Removed to Complete Inspection N/A - No False Decking

Critical Feature Inspections (SIA-92)


Freq Date

92A. Fracture Critical

MICHIGAN DEPARTMENT OF TRANSPORTATION

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92B. Underwater

92C. Other Special

92D. Fatigue Sensitive

MICHIGAN DEPARTMENT OF TRANSPORTATION

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STRUCTURE INVENTORY AND APPRAISAL

Facility CLYDE PARK AVENUE	Latitude / Longitude 42.9291 / -85.6863	MDOT Structure ID 414745500025B01	Structure Condition Good Condition(7)
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Bridge History, Type, Materials	
27 - Year Built	1994
106 - Year Reconstructed	
202 - Year Painted	
203 - Year Overlay	
43 - Main Span Bridge Type	5 05
44 - Appr Span Bridge Type	
77 - Steel Type	0
78 - Paint Type	0
79 - Rail Type	6
80 - Post Type	2
107 - Deck Type	1
108A - Wearing Surface	1
108B - Membrane	0
108C - Deck Protection	1

Structure Dimensions	
34 - Skew	18
35 - Struct Flared	N
45 - Num Main Spans	1
46 - Num Apprs Spans	0
48 - Max Span Length	73.8
49 - Structure Length	73.8
50A - Width Left Curb/SW	8
50B - Width Right Curb/SW	12
33 - Median	0
51 - Width Curb to Curb	44
52 - Width Out to Out	65.9
112 - NBIS Length	Y

Inspection Data	
90 - Inspection Date	09/19/2024
91 - Inspection Freq	24
92A - Frac Crit Req/Freq	N
93A - Frac Crit Insp Date	
92B - Und Water Req/Freq	N
93B - Und Water Insp Date	
92C - Oth Spec Insp Req/Freq	N
93C - Oth Spec Insp Date	
92D - Fatigue Req/Freq	N
93D - Fatigue Insp Date	
176A - Und Water Insp Method	0
58 - Deck Rating	7
58A/B - Deck Surface/Bottom	7 N
59 - Superstructure Rating	7
59A - Paint Rating	N
60 - Substructure Rating	7
61 - Channel Rating	7
62 - Culvert Rating	N

Navigation Data	
38 - Navigation Control	0
39 - Vertical Clearance	0
40 - Horizontal Clearance	0
111 - Pier Protection	
116 - Lift Brgd Vert Clear	0

Route Carried By Structure(ON Record)	
5A - Record Type	1
5B - Route Signing	5
5C - Level of Service	1
5D - Route Number	02001
5E - Direction Suffix	0
10L - Best 3m Unclr-Lt	0 0
10R - Best 3m Unclr-Rt	99 99
PR Number	
Control Section	
11 - Mile Point	0
12 - Base Highway Network	0
13 - LRS Route-Subroute	0000004349 01
19 - Detour Length	2
20 - Toll Facility	3
26 - Functional Class	16
28A - Lanes On	2
29 - ADT	18084
30 - Year of ADT	2009
32 - Appr Roadway Width	44
32A/B - Ap Pvt Type/Width	5 44
42A - Service Type On	5
47L - Left Horizontal Clear	0.0
47R - Right Horizontal Clear	47.9
53 - Min Vert Clr Ov Deck	99 99
100 - STRAHNET	0
102 - Traffic Direct	2
109 - Truck %	10
110 - Truck Network	0
114 - Future ADT	24357
115 - Year Future ADT	2029
Freeway	0

Structure Appraisal	
36A - Bridge Railing	1
36B - Rail Transition	1
36C - Approach Rail	1
36D - Rail Termination	0
67 - Structure Evaluation	7
68 - Deck Geometry	6
69 - Underclearance	N
71 - Waterway Adequacy	8
72 - Approach Alignment	8
103 - Temporary Structure	
113 - Scour Criticality	5

Miscellaneous	
37 - Historical Significance	5
98A - Border Bridge State	
98B - Border Bridge %	
101 - Parallel Structure	N
EPA ID	
Stay in Place Forms	
143 - Pin & Hanger Code	
148 - No. of Pin & Hangers	

Route Under Structure (UNDER Record)	
5A - Record Type	
5B - Route Signing	
5C - Level of Service	
5D - Route Number	
5E - Direction Suffix	
10L - Best 3m Unclr-Lt	
10R - Best 3m Unclr-Rt	
PR Number	
Control Section	
11 - Mile Point	
12 - Base Highway Network	
13 - LRS Route-Subroute	
19 - Detour Length	
20 - Toll Facility	
26 - Functional Class	
28B - Lanes Under	
29 - ADT	
30 - Year of ADT	
42B - Service Type Under	5
47L - Left Horizontal Clear	
47R - Right Horizontal Clear	
54A - Left Feature	
54B - Left Underclearance	99 99
54C - Right Feature	
54D - Right Clearance	99 99
Under Clearance Year	
55A - Reference Feature	N
55B - Right Horiz Clearance	99.9
56 - Left Horiz Clearance	0
100 - STRAHNET	
102 - Traffic Direct	
109 - Truck %	
110 - Truck Network	
114 - Future ADT	
115 - Year Future ADT	
Freeway	


Proposed Improvements	
75 - Type of Work	
76 - Length of Improvement	
94 - Bridge Cost	
95 - Roadway Cost	
96 - Total Cost	
97 - Year of Cost Estimate	

Load Rating and Posting	
31 - Design Load	9
41 - Open, Posted, Closed	A
63 - Fed Oper Rtg Method	6
64F - Fed Oper Rtg Load	3.1
64MA - Mich Oper Rtg Method	6
64MB - Mich Oper Rtg	1.73
64MC - Mich Oper Truck	17
65 - Inv Rtg Method	6
66 - Inventory Load	1.85
70 - Posting	5
141 - Posted Loading	
193 - Overload Class	

MICHIGAN DEPARTMENT OF TRANSPORTATION

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WORK RECOMMENDATIONS

Facility CLYDE PARK AVENUE	Latitude / Longitude 42.9291 / -85.6863	MDOT Structure ID 414745500025B01	Structure Condition Good Condition(7)	
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WORK RECOMMENDATIONS

QRA7

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	24	09/19/2024

RECOMMENDATIONS & ACTION ITEMS

Recommendation Type	Priority	Description
Approach Repair	M	Seal cracks in approach slabs. Replace or wedge approach sidewalk at bridge.
Brush Cut	H	Cut brush around bridge.
Railing Repair	M	Apply silane treatment on concrete parapet. Replace missing tubes in west rail openings. Replace damaged approach guardrail.
Joint Repair	M	Clean E3 joints and replace missing hot poured rubber.
Deck Patching	M	Patch traffic face of west sidewalk at north end, patch east sidewalk surface along longitudinal joint.
Seal Cracks	M	Seal cracks in deck and sidewalk surface.
Super Repair	M	Apply silane treatment on east fascia.



BRIDGE SECTION LOOKING NORTH



TRANSVERSE AND LONGITUDINAL CRACK IN SOUTH APPROACH SLAB



SOUTHWEST APPROACH SIDEWALK SETTLED 1.5" AT REFERENCE LINE



SEALANT MISSING AT SOUTH REFERENCE LINE JOINT, FULL OF DIRT



SPALLING WITH EXPOSED REBAR ALONG TRAFFIC FACE OF WEST SIDEWALK AT NORTH END



SHALLOW SPALLING ALONG LONGITUDINAL JOINT IN EAST SIDEWALK



WEST BRIDGE ELEVATION



MINOR LEAKAGE AT NORTH END OF BEAM JOINT 1W

PRIORITY LIST – CITY OF WYOMING

The following is the priority list for bridges in the City of Wyoming seeking local bridge funds:

1. SN 5247 – Godfrey Avenue over Plaster Creek, Preventive Maintenance
2. SN 5246 – Burlingame Avenue over Buck Creek,
SN 5248 – Clyde Park Avenue over Buck Creek,
SN 5249 – Clyde Park Avenue over Plaster Creek,
Multiple Structure Preventive Maintenance
3. SN 5245 – Clay Avenue over Buck Creek,
SN 5251 – 54th Street over Buck Creek,
Multiple Structure Preventive Maintenance

RESOLUTION NO. _____

RESOLUTION TO SUPPORT THE PREVENTATIVE MAINTENANCE PROJECT
ON THE CLAY AVENUE AND 54TH STREET BRIDGES OVER BUCK CREEK

WHEREAS:

1. In 2024, a biannual bridge inspection recommended various repairs to the Clay Avenue and 54th Street bridges over Buck Creek.
2. The City of Wyoming is seeking State of Michigan – Local Bridge Program funding to perform said repairs.
3. It is in Wyoming’s best interest to apply for Local Bridge Program funding to assist with the Clyde Park Avenue Bridge repairs.
4. The anticipated cost based upon the engineer’s estimate is approximately \$402,000, which Wyoming would contribute 5% (approximately \$20,100) of the cost if selected.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby support the project to perform preventative maintenance on the Clay Avenue and 54th Street bridges over Buck Creek with the use of Local Bridge Program funds.

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 April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Local Bridge Program Application SN5245 and SN5251

Resolution No. _____

STAFF REPORT

Date: March 31, 2025

Subject: Resolution of Support for the Clay Avenue and 54th Street Local Bridge Projects

From: Jeff Oonk – City Engineer

CC: Aaron Vis – Director of Public Works

Meeting Date: April 7, 2025

RECOMMENDATION:

It is recommended City Council support the preventative maintenance project on the Clay Avenue and 54th Street bridges over Buck Creek with the use of Local Bridge Program funds. The City of Wyoming's share of the estimated \$402,000 project would be approximately \$20,100, if selected.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 - Stewardship

DISCUSSION:

The biannual bridge inspection in 2024 identified various repairs needed on two bridges. Repairs include epoxy overlay on the bridge deck and approach slabs, healer/sealer on sidewalks, resealing of joints, silane treatment on railings and fascia, and sidewalk repairs. The City is applying for Local Bridge Program funding to assist with the costs of the repair and the associated resolution of support is part of the application requirements.

If selected as a viable bridge candidate in the fall of 2025, repairs would be constructed in 2028. Costs for the repairs based on an Engineer's Estimate are \$402,000. The City's share of the costs would be 5% or approximately \$20,100.

CITY OF WYOMING
APPLICATION FOR
MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL BRIDGE FUNDS
CLAY AVENUE OVER BUCK CREEK (SN 5245)

I. INTRODUCTION

Clay Avenue over Buck Creek is part of a multiple bridge preventive maintenance project which is the third priority for the City of Wyoming in the 2028 fiscal year. A brief description of the bridge follows:

- Originally constructed in 2000, the Clay Avenue bridge is a single span bridge with a total length of 66 feet.
- The bridge has a clear width of 38 feet and an out-to-out width of 58 feet.
- The superstructure consists of side by side box beams with a concrete deck.
- The abutments are concrete cantilever supported by steel H-piles.
- There are sidewalks on each side of the bridge with 8 feet of available walking width.
- The bridge has a concrete open parapet railing with aluminum tube rails.

Clay Avenue is classified as an “Local Road” on the National Functional Classification Map. The average daily traffic on Clay Avenue is 6,800 vehicles per day.

II. GENERAL CONDITION

Overall the bridge is in fair condition. A September 2024 inspection noted the following deficiencies:

- Hairline longitudinal cracks extending full length of bridge. Minor spall in SW corner.
- E3 joint at north and south reference line with sealant pulling away from concrete.
- Hairline longitudinal and transverse cracks in sidewalk surface.

III. NARRATIVE SUPPORTING THE APPLICATION

A. Contact Person

The contact person for the City of Wyoming is:

Mr. Jeff Oonk
City Engineer
City of Wyoming
2660 Burlingame Ave
Wyoming, MI 49509
Phone: 616-530-7254

B. Preventive Maintenance Discussion

The preventive maintenance work would include the following:

- Epoxy overlay on bridge deck and approach slabs.
- Healer/sealer on sidewalks.
- Reseal E3 joints.

C. Economic Importance

The economic importance of the Clay Avenue bridge over Buck Creek includes the following:

- There are multiple businesses on the south side of the Clay Avenue bridge. Clay Avenue is a dead end road, and there is no other access point to these businesses.

D. Existing Detour Impact

Because the bridge is not posted, there is currently no detour route.

E. Impact of Closed Structure

Clay Avenue is a dead end road. All construction to be completed on the Clay Avenue bridge over Buck Creek shall be part width construction.

F. Structure Maintenance

E3 joints were sealed with hot-poured rubber in 2020. Seal has begun to pull away from concrete.

IV. COST BREAKDOWN

Following is the estimated cost for preventive maintenance on the Clay Avenue bridge.

ITEM	COST ITEM		COST
A.	Approach Construction	(A)	\$84,000
B.	Structure Construction	(B)	\$31,000
		Total (A&B)	\$115,000

Exhibit 4 - Cost Estimating Worksheet

2025

**BRIDGE COST ESTIMATE WORKSHEET
- CPM, REHAB, REPLACE -**

REV. 02/6/2024

DATE: 3/25/2025

OWNER: WYOMING	FISCAL YEAR: 2028	LENGTH: 65.6	Out to Out WIDTH: 58.0	Curb to Curb WIDTH: 38.1	ENGINEER: RWL
REGION: Grand	PR: 430008 MP: 0.596				STRUCTURE ID: 5245
TSC: Grand Rapids					BRIDGE ID: N/A
LOCATION: CLAY AVE over BUCK CREEK					STR. TYPE: Prestressed Concrete
PRIMARY WORK ACTIVITY: Overlay - Epoxy					Box Beam or Girders - Mu
OTHER WORK: Healer/sealer, joint sealing					
DECK AREA: 3,805			SFT		
CLEAR ROADWAY: 2,499			SFT		

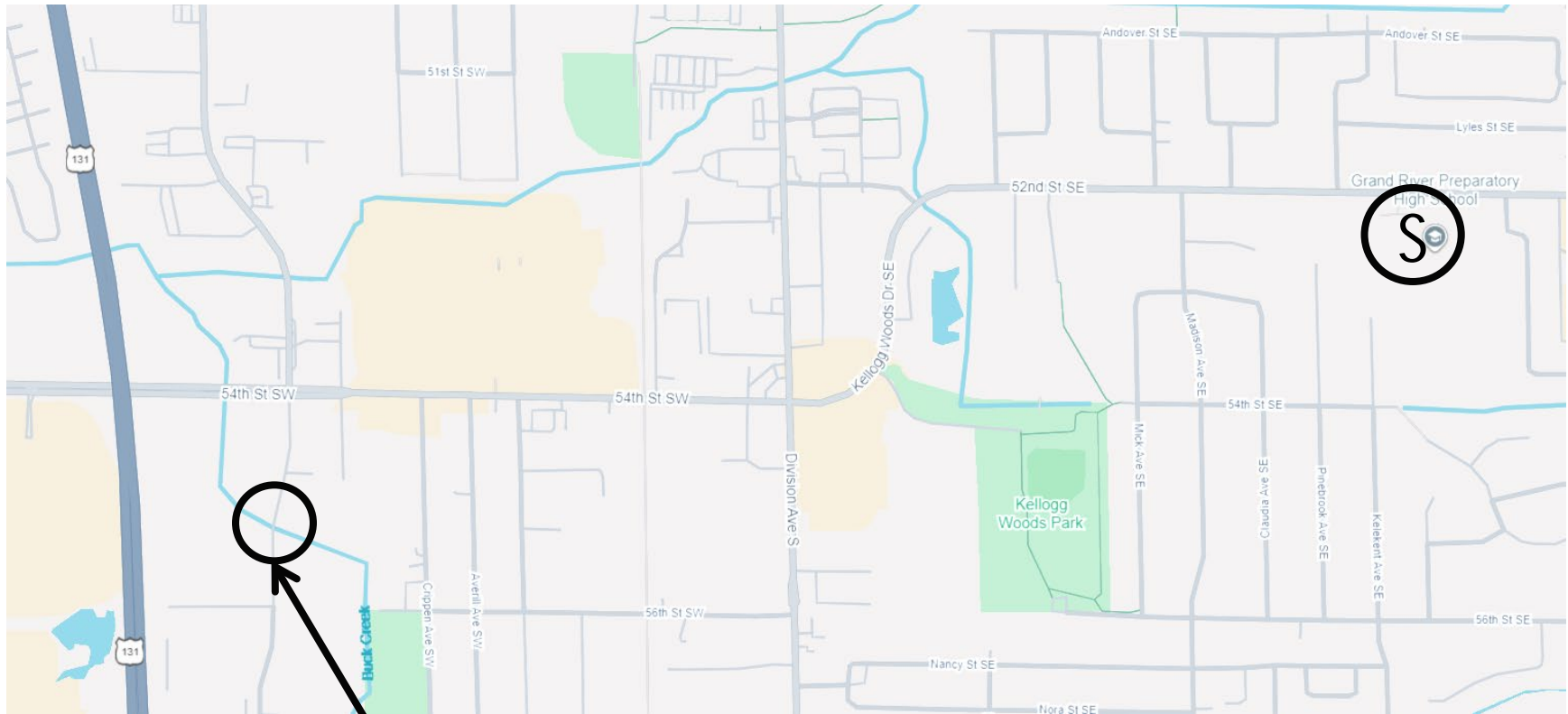
WORK ACTIVITY	MDOT Bridge Design Guides	QUANTITY	UNIT	UNIT COST	TOTAL
NEW BRIDGE (increase deck area based on design standards and hydraulic requirements)					
Single or Multiple Spans, Grade Separation	(add demo, approach, MOT)		SFT	\$435.00/SFT	
Single Span, Over Water	Length < 100ft (add demo, approach, MOT)		SFT	\$525.00/SFT	
Multiple Spans, Over Water	Length > 100ft (add demo, approach, MOT)		SFT	\$470.00/SFT	
Precast Culvert	Length < 40ft (add demo, approach, MOT)		SFT	\$565.00/SFT	
NEW SUPERSTRUCTURE					
New Superstructure, Grade Separation	(incl. remove exist deck/super; add MOT & approach)		SFT	\$310.00/SFT	
New Superstructure, Over Water	(incl. remove exist deck/super; add MOT & approach)		SFT	\$315.00/SFT	
WIDENING					
Structure Widening, _____ ft	(incl. deck/super/sub widening, add approach transition)		SFT	\$630.00/SFT	
NEW DECK					
New Bridge Deck & Barrier	(incl. remove exist deck/railing, add approach, MOT)		SFT	\$150.00/SFT	
DEMOLITION					
Entire Structure, Grade Separation			SFT	\$75.00/SFT	
Entire Structure, Over Water			SFT	\$95.00/SFT	
DECK REPAIR / TREATMENTS					
Bridge Railing Replacement	(incl. removal and replacement)		FT	\$750.00/FT	
Concrete Brush Block / Curb Patch	(incl. hand chipping and formwork)		FT	\$29.00/FT	
Concrete Barrier Patch	(incl. hand chipping and formwork)		SFT	\$85.00/SFT	
Concrete Deck Patch	(incl. hand chipping)		SFT	\$68.00/SFT	
Deep Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
Epoxy Overlay	(incl. warranty) - 66'Lx38"W	279.0	SYD	\$48.00/SYD	\$13,392.00
Expansion Joint Gland Replacement	(remove and replace elastomeric gland)		FT	\$125.00/FT	
Expansion Joint Replacement	(incl. removal)		FT	\$860.00/FT	
Full Depth Patch			SFT	\$140.00/SFT	
Healer / Sealer	(sidewalks on bridge) - 66'Lx22"W	162.0	SYD	\$30.00/SYD	\$4,860.00
HMA Overlay with WP membrane			SYD	\$60.00/SYD	
Overlay Removal	(Epoxy: \$22/syd Latex: \$26/syd HMA: \$40/syd)		SYD	\$22.00/SYD	
Reseal Bridge Joints	(reseal E3 joints) - 41"x2	82.0	FT	\$28.00/FT	\$2,296.00
Shallow Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
SUPERSTRUCTURE REPAIR					
Bearing Realignment / Replacement	(incl. temporary supports)		EA	\$6,450.00/EA	
Heat Straightening	(incl. clean and coat)		EA	\$57,000.00/EA	
Pack Rust Repair	(greater than 3/8" separation)		FT	\$1,150.00/FT	
Paint - Complete	(incl. clean & coat)		SFT	\$30.00/SFT	
Paint - Partial / Spot / Zone	(incl. clean & coat - \$20k minimum)		SFT	\$60.00/SFT	
PCI Beam End Blockout	(incl. temporary supports)		EA	\$7,200.00/EA	
Pin & Hanger Replacement	(incl. temporary supports)		EA	\$17,000.00/EA	
Structural Steel Repair	(based on 6ft repair length)		EA	\$4,000.00/EA	
Structural Steel Repair - Stiffener	(includes each side of beam)		EA	\$1,500.00/EA	
SUBSTRUCTURE REPAIR					
Substructure Patching	(measured x 2) replace if repair area > 30%		CFT	\$360.00/CFT	
Substructure Replacement	(incl. temporary supports, excavation)		CFT	\$375.00/CFT	
Substructure Horizontal Surface Sealer			SYD	\$75.00/SYD	
Temporary Supports	(add Structural Steel Repair - Stiffener for ea steel beam)		EA	\$4,000.00/EA	
MISCELLANEOUS					
Articulating Concrete Block System (ACB)			SYD	\$320.00/SYD	
Concrete Surface Coating			SYD	\$47.00/SYD	
Culvert Cleanout			FT	\$125.00/FT	
Epoxy Crack Injection	(structural crack repair)		FT	\$70.00/FT	
Metal Mesh Panels	(48" width, max 6'-6" length)		SFT	\$28.00/SFT	
Pressure Relief Joint	(use when approach concrete roadway exceeds 1,000ft)		FT	\$110.00/FT	
Riprap	(assume 10ft distance around perimeter of substructure)		SYD	\$275.00/SYD	
Silane Treatment	(penetrating sealer for concrete surfaces)		SFT	\$7.00/SFT	
Slope Protection Repairs			SYD	\$150.00/SYD	
Other					

BASE STRUCTURE CONSTRUCTION BUDGET	\$20,548
CONTINGENCY (10% - 20%) (use higher contingency for small projects)	20 % \$21,000.00 \$4,000
MOBILIZATION (estimate at 10%)	10 % \$25,000.00 \$3,000
INFLATION (assume 4% per year, beginning in 2024)	12 % \$28,000.00 \$3,000
STRUCTURE CONSTRUCTION BUDGET	\$31,000

ROAD WORK					
Epoxy Overlay - Approach Slab	(incl. warranty) - 63'Lx38"W	266.0	SYD	\$48.00/SYD	\$12,768.00
Approach Slab Patching	(incl. hand chipping)	50.0	SFT	\$75.00/SFT	\$3,750.00
Guardrail Anchorage to Bridge	(each quadrant)		EA	\$2,540.00/EA	
Guardrail	(incl. removal) < 200ft beyond reference line		FT	\$41.00/FT	
Guardrail Terminal	(each quadrant)		EA	\$3,900.00/EA	
Roadway Approach Work	(beyond approach pavement)		LSUM		LSUM
Utilities			LSUM		LSUM
TRAFFIC CONTROL <i>Unit Cost to be determined by Region or TSC Traffic & Safety</i>					
Part Width Construction		1.0	LSUM	\$10,000.00/LSUM	\$10,000.00
Crossovers			EA	/EA	
Temporary Traffic Signals		1.0	set	\$30,000.00/set	\$30,000.00
RR Flagging			LSUM	LSUM	
Detour	min. \$30,000		LSUM	LSUM	

BASE ROAD/TRAFFIC CONSTRUCTION BUDGET	\$56,518
CONTINGENCY (10% - 20%) (use higher contingency for small projects)	20 % \$57,000.00 \$11,000
MOBILIZATION (estimate at 10%)	10 % \$68,000.00 \$7,000
INFLATION (assume 4% per year, beginning in 2025)	12 % \$75,000.00 \$9,000
RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET	\$84,000

<small>(Does not include PE or CE)</small>		TOTAL CONSTRUCTION BUDGET	\$115,000
<small>(Refer to programming guidelines in Bridge Cost Estimating Worksheet-Key for CE/PE & PE-S)</small>		% CE	CON BUDGET \$115,000
		% PE	PE BUDGET \$0
		% PE	PE-S BUDGET \$0



PROJECT LOCATION

LOCATION MAP
CLAY AVENUE OVER BUCK CREEK
CITY OF WYOMING, KENT COUNTY T6N, R12W

LEGEND: S-SCHOOL

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5245

BRIDGE SAFETY INSPECTION REPORT

Facility CLAY AVE	Latitude / Longitude 42.8637 / -85.6761	MDOT Structure ID 414745500006B01	Structure Condition Fair Condition(5)	
Feature BUCK CREEK	Length / Width / Spans 65.6 / 58 / 1	Owner City: WYOMING(7455)		
Location 200 FT N OF 56TH ST	Built / Recon. / Paint / Ovly. 2000 / / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)	
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/19/2024 / ILFW	Scour Evaluation 5 Stable w/in footing	

NBI INSPECTION

ILFW

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	24	09/19/2024

GENERAL NOTES

Fair. Watch cracks in bottom of beams.

DECK

	09/20	09/22	09/24	
1. Surface (SIA-58A)	7	7	7	Several hairline longitudinal cracks extending full length of bridge along beam lines. Minor spall in SW corner. (09/24) Several hairline longitudinal cracks extending full length of bridge along beam lines. Minor spall in SW corner. (09/22) Several hairline longitudinal cracks extending full length of bridge along beam lines. Minor spall in SW corner. (09/20)
2. Expansion Joints	7	6	6	E3 joint at north and south end. Seal is pulling away from concrete. (09/24) E3 joint at north and south end. Seal is starting to pull away from concrete. (09/22) E3 joint at north and south end recently sealed with hot-poured rubber. Seal is starting to pull away from concrete in a couple spots. (09/20)
3. Other Joints	N	N	N	(09/24) (09/22) (09/20)
4. Railings	6	6	6	Shrinkage map cracks in concrete railing, end blocks have wider cracks. Horizontal crack in each rail starting to open up. (09/24) Shrinkage map cracks in concrete railing, end blocks have wider cracks. Horizontal crack in each rail starting to open up. Trees overgrowing east railing. (09/22) Noted shrinkage map cracks in concrete railing, end blocks have wider cracks. Horizontal crack in each rail starting to open up. Trees overgrowing east railing. (09/20)
5. Sidewalks or Curbs	7	7	6	Hairline map cracks in sidewalk surface east side and in NW corner. Traffic face scaling along deck surface west side. Vegetation growing along face of west sidewalk. Sidewalk fascias have hairline cracks, map cracks at NW fascia. (09/24) Hairline map cracks in sidewalk surface east side and in NW corner. Traffic face scaling along deck surface west side. Vegetation growing along face of west sidewalk. Sidewalk fascias have hairline cracks, map cracks at NW fascia. (09/22) Hairline map cracks in sidewalk surface east side and in NW corner. Traffic face scaling along deck surface west side. Vegetation growing along face of west sidewalk. Sidewalk fascias have hairline cracks, map cracks at NW fascia. (09/20)
6. Deck Bottom Surface (SIA-58B)	N	N	N	Side by side box beams. (09/24) Side by side box beams. (09/22) Side by side box beams. (09/20)
7. Deck (SIA-58)	7	7	7	Hairline longitudinal cracks in top surface. Hairline vertical cracks in deck fascias. Leakage noted at beam joint 1W & 2E. Spot leakage at other joints. (09/24) Hairline longitudinal cracks in top surface. Hairline vertical cracks in deck fascias. Leakage noted at beam joint 1W & 2E. Spot leakage at other joints. (09/22) Hairline longitudinal cracks in top surface. Hairline vertical cracks in deck fascias. Leakage noted at beam joint 1W & 2E. (09/20)
8. Drainage				Good, off ends. (09/24) Good, off ends. (09/22) Good, off ends. (09/20)

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5245

BRIDGE SAFETY INSPECTION REPORT

Facility CLAY AVE	Latitude / Longitude 42.8637 / -85.6761	MDOT Structure ID 414745500006B01	Structure Condition Fair Condition(5)
Feature BUCK CREEK	Length / Width / Spans 65.6 / 58 / 1	Owner City: WYOMING(7455)	
Location 200 FT N OF 56TH ST	Built / Recon. / Paint / Ovly. 2000 / / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/19/2024 / ILFW	Scour Evaluation 5 Stable w/in footing



SUPERSTRUCTURE

09/20 09/22 09/24

9. Stringer (SIA-59)	5	5	5	<p>West fascia has horizontal crack along web/btm flange interface (cold jt), hairline horizontal cracks along length of beam, a few cracks starting to open up. Hairline vertical cracks in NW fascia, a couple with efflorescence. Heavy efflorescence on NW fascia coming from under deck. East fascia has hairline horizontal & map cracks and hairline cracks propagating from PT pockets.</p> <p>Cracks along beam bottoms as follows: Each fascia beam has multiple bottom cracks up to 1/16" wide along the length of the beam. Small spall on bottom of beam 1W at north 1/4 pt (at crack). In addition, longitudinal cracks noted in north 1/3 of beams 2W, 3W, 4W, 6W, 7E, 5E, 3E (multiple), 2E; middle 1/3 of beams 2W, 3W, 4W, 7W, 7E, 6E, 5E, 3E (multiple), 2E; south 1/3 of beams 2W, 3W, 4W, 7W, 7E, 6E, 5E (multiple), 3E, 2E. A few interior beams have cracks starting to open up. Several cracks have leakage. Rust leaking from several drain holes. (09/24)</p> <p>West fascia has hairline crack along web/btm flange interface (cold jt), hairline horizontal cracks along length of beam, a few cracks starting to open up. Hairline vertical cracks in NW fascia, a couple with efflorescence. East fascia has hairline horizontal & map cracks and hairline cracks propagating from PT pockets.</p> <p>Cracks along beam bottoms as follows: Each fascia beam has multiple bottom cracks up to 1/16" wide along the length of the beam. Small spall on bottom of beam 1W at north 1/4 pt (at crack). In addition, longitudinal cracks noted in north 1/3 of beams 2W, 3W, 4W, 6W, 7E, 5E, 3E (multiple), 2E; middle 1/3 of beams 2W, 3W, 4W, 7W, 7E, 6E, 5E, 3E (multiple), 2E; south 1/3 of beams 2W, 3W, 4W, 7W, 7E, 6E, 5E, 3E, 2E. A few interior beams have cracks starting to open up. Several cracks have leakage. Rust leaking from several drain holes. (09/22)</p> <p>West fascia has hairline crack along web/btm flange interface (cold jt), hairline horizontal cracks along length of beam. Hairline vertical cracks in NW fascia. East fascia has hairline horizontal & map cracks and hairline cracks propagating from PT pockets.</p> <p>Cracks along beam bottoms as follows: Each fascia beam has multiple bottom cracks up to 1/16" wide along the length of the beam. Small spall on bottom of beam 1W at north 1/4 pt (at crack). In addition, longitudinal cracks noted in north 1/3 of beams 2W, 3W, 4W, 6W, 5E, 3E, 2E; middle 1/3 of beams 2W, 3W, 4W, 7W, 7E, 6E, 5E, 3E (multiple), 2E; south 1/3 of beams 2W, 3W, 4W, 7W, 7E, 6E, 5E, 3E, 2E. A few interior beams have cracks starting to open up. Several cracks have leakage. Rust leaking from several drain holes. (09/20)</p>
10. Paint (SIA-59A)	N	N	N	(09/24) (09/22) (09/20)
11. Section Loss	N	N	N	(09/24) (09/22) (09/20)
12. Bearings	8	8	8	Nothing noted. (09/24) Nothing noted. (09/22) Nothing noted. (09/20)


SUBSTRUCTURE

09/20 09/22 09/24

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5245

BRIDGE SAFETY INSPECTION REPORT

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition	
CLAY AVE	42.8637 / -85.6761	414745500006B01	Fair Condition(5)	
Feature	Length / Width / Spans	Owner		
BUCK CREEK	65.6 / 58 / 1	City: WYOMING(7455)		
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
200 FT N OF 56TH ST	2000 / / /	Grand Rapids(11)	A Open, no restriction(A)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	09/19/2024 / ILFW	5 Stable w/in footing	

13. Abutments (SIA-60)	7	7	7	Hairline vertical crack in south abutment at beam 2E. Hairline vertical crack in north abutment at joint 1W and under beam 1E, 3E, 2W. Small piece of concrete spalling off back of NE slopewall at fascia. (09/24) Hairline vertical crack in south abutment at beam 2E. Hairline vertical crack in north abutment at joint 1W and under beam 1E, 3E, 2W. Small piece of concrete spalling off back of NE slopewall at fascia. (09/22) Hairline vertical crack in south abutment at beam 2E. Hairline vertical crack in north abutment at joint 1W and under beam 1E, 3E, 2W. Concrete spalling off back of NE slopewall at fascia. (09/20)
14. Piers (SIA-60)	N	N	N	(09/24) (09/22) (09/20)
15. Slope Protection	N	N	N	(09/24) (09/22) (09/20)
16. Channel (SIA-61)	7	7	7	Sand bottom. Generally 4.5-6 ft between stream bottom and beam bottom in 2024 other than at scour hole in SW corner. Channel is generally deeper at upstream face. Steep banks upstream and downstream, mostly vegetated. Silt-covered riprap in front of abutments. (09/24) Sand bottom. Measured 4.5-7 ft between stream bottom and beam bottom in 2022 other than at scour hole in SW corner. Channel is generally deeper at upstream face. Steep banks upstream and downstream. Silt-covered riprap in front of abutments. (09/22) Sand bottom, 6"-12" deep. Cross sections taken in 2016 show that stream has aggraded 1' since 2008. Measured 4.5-6 ft between stream bottom and beam bottom in 2020. Steep banks upstream and downstream. Silt-covered riprap in front of abutments. (09/20)
17. Scour Inspection	7	6	6	Scour hole in SW corner under bridge in line with sewer outlet - stream bottom 8.25' below bottom of beams. (09/24) Scour hole in SW corner under bridge in line with sewer outlet - stream bottom 8' below bottom of beams. (09/22) No scour noted. (09/20)

APPROACH

	09/20	09/22	09/24	
18. Approach Pavement	6	5	5	Fine hairline cracks in concrete approach slabs. Longitudinal crack in NE approach slab previously sealed with hot-poured rubber. 3'x1.75' spall in NE approach slab with bit patch, concrete delaminated around spall. Longitudinal crack in SE approach slab. 4'x1.75' spall patched with HMA in SE approach slab, surrounding concrete is delaminated. 1.75'x0.75'x2" deep spall with exposed rebar in SE approach slab. 0.25 sft spall in SW approach slab. (09/24) Fine hairline cracks noted in concrete approach slabs. Longitudinal crack in NE approach slab previously sealed with hot-poured rubber. 2.5'x1.75' spall in NE approach slab with bit patch and hot-poured rubber. Longitudinal crack in SE approach slab. 3.5'x1.75'x2.5" deep spall with exposed rebar in SE approach slab previously filled with hot-poured rubber, surrounding concrete is delaminated. (09/22) Fine hairline cracks noted in concrete approach slabs. Longitudinal crack along east edge of north approach slab sealed with hot-poured rubber. 2.5'x1.75' spall in NE approach slab with bit patch and hot-poured rubber. 2'x1' spall in SE approach slab filled with hot-poured rubber, surrounding concrete is delaminated. (09/20)
19. Approach Shoulders Sidewalks	7	7	7	Curb and gutter section, good condition. (09/24) Curb and gutter section. (09/22) Curb and gutter section. (09/20)
20. Approach Slopes				Stable slopes. (09/24) Stable slopes. (09/22) Stable slopes. (09/20)

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5245

BRIDGE SAFETY INSPECTION REPORT

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Location 200 FT N OF 56TH ST	Built / Recon. / Paint / Ovly. 2000 / / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/19/2024 / ILFW	Scour Evaluation 5 Stable w/in footing



21. Utilities None noted. (09/24)
None noted. (09/22)
None noted. (09/20)

22. Drainage Culverts Culvert through north and south abutments, north is mostly buried. (09/24)
Culvert through north and south abutments, north is mostly buried. (09/22)
Culvert through north and south abutments, north is mostly buried. (09/20)

MISCELLANEOUS

Guard Rail

<u>Item</u>	<u>Rating</u>
36A. Bridge Railings	1
36B. Transitions	N
36C. Approach Guardrail	N
36D. Approach Guardrail Ends	N

Other Items

<u>Item</u>	<u>Rating</u>
71. Water Adequacy	8
72. Approach Alignment	7
Temporary Support	0 No Temporary Supports
High Load Hit (M)	No
Special Insp. Equipment	2
Underwater Insp. Method	1

False Decking (Timber) Removed to Complete Inspection

N/A - No False Decking


Critical Feature Inspections (SIA-92)

	<u>Freq</u>	<u>Date</u>
92A. Fracture Critical		
92B. Underwater		
92C. Other Special		
92D. Fatigue Sensitive		

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5245

STRUCTURE INVENTORY AND APPRAISAL

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition	
CLAY AVE	42.8637 / -85.6761	414745500006B01	Fair Condition(5)	
Feature	Length / Width / Spans	Owner		
BUCK CREEK	65.6 / 58 / 1	City: WYOMING(7455)		
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
200 FT N OF 56TH ST	2000 / / /	Grand Rapids(11)	A Open, no restriction(A)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	09/19/2024 / ILFW	5 Stable w/in footing	

Bridge History, Type, Materials	
27 - Year Built	2000
106 - Year Reconstructed	
202 - Year Painted	
203 - Year Overlay	
43 - Main Span Bridge Type	5 05
44 - Appr Span Bridge Type	
77 - Steel Type	0
78 - Paint Type	0
79 - Rail Type	6
80 - Post Type	
107 - Deck Type	1
108A - Wearing Surface	1
108B - Membrane	0
108C - Deck Protection	1

Structure Dimensions	
34 - Skew	15
35 - Struct Flared	N
45 - Num Main Spans	1
46 - Num Apprs Spans	0
48 - Max Span Length	65.6
49 - Structure Length	65.6
50A - Width Left Curb/SW	8.9
50B - Width Right Curb/SW	8.9
33 - Median	0
51 - Width Curb to Curb	38.1
52 - Width Out to Out	58
112 - NBIS Length	Y

Inspection Data	
90 - Inspection Date	09/19/2024
91 - Inspection Freq	24
92A - Frac Crit Req/Freq	N
93A - Frac Crit Insp Date	
92B - Und Water Req/Freq	N
93B - Und Water Insp Date	
92C - Oth Spec Insp Req/Freq	N
93C - Oth Spec Insp Date	
92D - Fatigue Req/Freq	N
93D - Fatigue Insp Date	
176A - Und Water Insp Method	1
58 - Deck Rating	7
58A/B - Deck Surface/Bottom	7 N
59 - Superstructure Rating	5
59A - Paint Rating	N
60 - Substructure Rating	7
61 - Channel Rating	7
62 - Culvert Rating	N

Navigation Data	
38 - Navigation Control	0
39 - Vertical Clearance	0
40 - Horizontal Clearance	0
111 - Pier Protection	
116 - Lift Brgd Vert Clear	0

Route Carried By Structure(ON Record)	
5A - Record Type	1
5B - Route Signing	5
5C - Level of Service	1
5D - Route Number	00000
5E - Direction Suffix	0
10L - Best 3m Unclr-Lt	0 0
10R - Best 3m Unclr-Rt	99 99
PR Number	
Control Section	
11 - Mile Point	0
12 - Base Highway Network	0
13 - LRS Route-Subroute	0000004300 08
19 - Detour Length	125
20 - Toll Facility	3
26 - Functional Class	19
28A - Lanes On	2
29 - ADT	6793
30 - Year of ADT	2009
32 - Appr Roadway Width	24
32A/B - Ap Pvt Type/Width	4 24.02
42A - Service Type On	1
47L - Left Horizontal Clear	0.0
47R - Right Horizontal Clear	62.0
53 - Min Vert Clr Ov Deck	99 99
100 - STRAHNET	0
102 - Traffic Direct	2
109 - Truck %	9
110 - Truck Network	0
114 - Future ADT	9149
115 - Year Future ADT	2029
Freeway	0

Structure Appraisal	
36A - Bridge Railing	1
36B - Rail Transition	N
36C - Approach Rail	N
36D - Rail Termination	N
67 - Structure Evaluation	5
68 - Deck Geometry	5
69 - Underclearance	N
71 - Waterway Adequacy	8
72 - Approach Alignment	7
103 - Temporary Structure	
113 - Scour Criticality	5

Miscellaneous	
37 - Historical Significance	5
98A - Border Bridge State	
98B - Border Bridge %	
101 - Parallel Structure	N
EPA ID	
Stay in Place Forms	
143 - Pin & Hanger Code	
148 - No. of Pin & Hangers	

Route Under Structure (UNDER Record)	
5A - Record Type	
5B - Route Signing	
5C - Level of Service	
5D - Route Number	
5E - Direction Suffix	
10L - Best 3m Unclr-Lt	
10R - Best 3m Unclr-Rt	
PR Number	
Control Section	
11 - Mile Point	
12 - Base Highway Network	
13 - LRS Route-Subroute	
19 - Detour Length	
20 - Toll Facility	
26 - Functional Class	
28B - Lanes Under	
29 - ADT	
30 - Year of ADT	
42B - Service Type Under	5
47L - Left Horizontal Clear	
47R - Right Horizontal Clear	
54A - Left Feature	
54B - Left Underclearance	99 99
54C - Right Feature	
54D - Right Clearance	99 99
Under Clearance Year	
55A - Reference Feature	N
55B - Right Horiz Clearance	99.9
56 - Left Horiz Clearance	0
100 - STRAHNET	
102 - Traffic Direct	
109 - Truck %	
110 - Truck Network	
114 - Future ADT	
115 - Year Future ADT	
Freeway	

Proposed Improvements	
75 - Type of Work	
76 - Length of Improvement	0
94 - Bridge Cost	0
95 - Roadway Cost	0
96 - Total Cost	0
97 - Year of Cost Estimate	

Load Rating and Posting	
31 - Design Load	6
41 - Open, Posted, Closed	A
63 - Fed Oper Rtg Method	6
64F - Fed Oper Rtg Load	4.04
64MA - Mich Oper Rtg Method	6
64MB - Mich Oper Rtg	2.34
64MC - Mich Oper Truck	17
65 - Inv Rtg Method	6
66 - Inventory Load	2.42
70 - Posting	5
141 - Posted Loading	
193 - Overload Class	A N

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5245

WORK RECOMMENDATIONS

Facility CLAY AVE	Latitude / Longitude 42.8637 / -85.6761	MDOT Structure ID 414745500006B01	Structure Condition Fair Condition(5)	
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WORK RECOMMENDATIONS

ILFW

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	24	09/19/2024

RECOMMENDATIONS & ACTION ITEMS

Recommendation Type	Priority	Description
Approach Repair	M	Remove delaminated concrete and patch spalls in approach slabs before placing epoxy overlay.
Brush Cut	L	Cut/trim trees on west side.
Joint Repair	M	Reseal reference line joints with hot-poured rubber.
Floodcoat	M	Place epoxy overlay on deck surface and healer/sealer on sidewalks.
Super Repair	M	Apply silane treatment on fascias and railing.



BRIDGE SECTION LOOKING SOUTH



LONGITUDINAL CRACK AND PATCHED SPALL IN NORTH APPROACH SLAB



E3 JOINT SEALANT PULLING AWAY FROM CONCRETE AT NORTH REFERENCE LINE



HAIRLINE SHRINKAGE CRACKING IN CONCRETE SIDEWALK



LONGITUDINAL CRACK AND SPALLS IN SOUTH APPROACH SLAB



WEST BRIDGE ELEVATION

PRIORITY LIST – CITY OF WYOMING

The following is the priority list for bridges in the City of Wyoming seeking local bridge funds:

1. SN 5247 – Godfrey Avenue over Plaster Creek, Preventive Maintenance
2. SN 5246 – Burlingame Avenue over Buck Creek,
SN 5248 – Clyde Park Avenue over Buck Creek,
SN 5249 – Clyde Park Avenue over Plaster Creek,
Multiple Structure Preventive Maintenance
3. SN 5245 – Clay Avenue over Buck Creek,
SN 5251 – 54th Street over Buck Creek,
Multiple Structure Preventive Maintenance

CITY OF WYOMING
APPLICATION FOR
MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL BRIDGE FUNDS
54TH STREET OVER BUCK CREEK (SN 5251)

I. INTRODUCTION

54th Street over Buck Creek is part of a multiple bridge preventive maintenance project which is the third priority for the City of Wyoming in the 2028 fiscal year. A brief description of the bridge follows:

- The 54th Street bridge was constructed in 1986 and has a single span with a total length of 70 feet.
- The bridge was widened in 2019 to extend the turn lane for US-131 NB.
- The bridge has a clear width of 74 feet and an out-to-out width of 101 feet.
- The superstructure consists of prestressed concrete I-beams with a concrete deck.
- The abutments are cantilever on spread footing.
- There is a sidewalk on each side of the bridge with 7 feet minimum width.
- The bridge has a solid concrete parapet railing with aluminum tube rail on the south side and an aesthetic parapet tube railing on the north side.

54th Street is classified as an “Urban Principal Arterial” on the National Functional Classification Map and is on the National Highway System. The average daily traffic on 54th Street is 27,800 vehicles per day.

II. GENERAL CONDITION

Overall the bridge is in fair condition. A September 2024 inspection noted the following deficiencies:

- Neoprene at west end, seal is cracking. Joint is full of dirt. Leakage on west abutment indicates joint leaks. Concrete header is spalling.
- Original south sidewalk and center median have hairline cracks. Top of median spalled at west end.
- EB lane has 6 cracks and WB lane has 4. Hairline transverse cracks in newer concrete.
- Deck surface has been polished by heavy traffic which has reduced friction.

III. NARRATIVE SUPPORTING THE APPLICATION

A. Contact Person

The contact person for the City of Wyoming is:

Mr. Jeff Oonk
City Engineer
City of Wyoming
2660 Burlingame Ave
Wyoming, MI 49509
Phone: 616-530-7254

B. Preventive Maintenance Discussion

The preventive maintenance work would include the following:

- Epoxy overlay on bridge deck and approach slabs.
- Patching and healer/sealer on sidewalks.
- Replace west expansion joint

C. Economic Importance

The economic importance of the 54th Street bridge over Buck Creek includes the following:

- 54th Street is on the National Highway System.
- Several businesses are located along 54th Street near the bridge.
- Residential neighborhoods are located along the south side of 54th Street east of the bridge, and the bridge is heavily used by commuters.
- Emergency vehicles, school buses, and delivery trucks use the bridge to access neighborhoods and businesses along 54th Street.

D. Existing Detour Impact

Because the bridge is not currently posted, there are no detour routes.

E. Impact of Closed Structure

If the 54th Street Bridge were closed, delivery vehicles, school buses, emergency vehicles and commercial trucks would have to take a 3 mile detour.

F. Structure Maintenance

The center median was modified in 2012 to extend the left turn lane for Clay Avenue. The bridge was widened in 2019 to extend the turn lane for US-131 NB.

IV. COST BREAKDOWN

Following is the estimated cost for preventive maintenance on the 54th Street bridge.

ITEM	COST ITEM		COST
A.	Approach Construction	(A)	\$111,000
B.	Structure Construction	(B)	\$176,000
		Total (A&B)	\$287,000

Exhibit 4 - Cost Estimating Worksheet

2025

**BRIDGE COST ESTIMATE WORKSHEET
- CPM, REHAB, REPLACE -**

REV. 02/6/2024

DATE: 3/25/2025

OWNER: WYOMING	FISCAL YEAR: 2028	Out to Out	Curb to Curb	ENGINEER: RWL
REGION: Grand		WIDTH	WIDTH	STRUCTURE ID: 5251
TSC: Grand Rapids	PR: 410309 MP: 0.342	69.9	88.3	BRIDGE ID: N/A
LOCATION: 54TH STREET over BUCK CREEK				STR. TYPE: Prestressed Concrete
PRIMARY WORK ACTIVITY: Overlay - Epoxy		DECK AREA: 6,172	SFT	Multi-Stringer, W or I-Bear
OTHER WORK: Healer/sealer, joint replacement		CLEAR ROADWAY: 5,047	SFT	

WORK ACTIVITY	MDOT Bridge Design Guides	QUANTITY	UNIT	UNIT COST	TOTAL
NEW BRIDGE (increase deck area based on design standards and hydraulic requirements)					
Single or Multiple Spans, Grade Separation	(add demo, approach, MOT)		SFT	\$435.00/SFT	
Single Span, Over Water	Length < 100ft (add demo, approach, MOT)		SFT	\$525.00/SFT	
Multiple Spans, Over Water	Length > 100ft (add demo, approach, MOT)		SFT	\$470.00/SFT	
Precast Culvert	Length < 40ft (add demo, approach, MOT)		SFT	\$565.00/SFT	
NEW SUPERSTRUCTURE					
New Superstructure, Grade Separation	(incl. remove exist deck/super; add MOT & approach)		SFT	\$310.00/SFT	
New Superstructure, Over Water	(incl. remove exist deck/super; add MOT & approach)		SFT	\$315.00/SFT	
WIDENING					
Structure Widening, _____ ft	(incl. deck/super/sub widening, add approach transition)		SFT	\$630.00/SFT	
NEW DECK					
New Bridge Deck & Barrier	(incl. remove exist deck/railing, add approach, MOT)		SFT	\$150.00/SFT	
DEMOLITION					
Entire Structure, Grade Separation			SFT	\$75.00/SFT	
Entire Structure, Over Water			SFT	\$95.00/SFT	
DECK REPAIR / TREATMENTS					
Bridge Railing Replacement	(incl. removal and replacement)		FT	\$750.00/FT	
Concrete Brush Block / Curb Patch	(incl. hand chipping and formwork)		FT	\$29.00/FT	
Concrete Barrier Patch	(incl. hand chipping and formwork)		SFT	\$85.00/SFT	
Concrete Deck Patch	(incl. hand chipping)		SFT	\$68.00/SFT	
Deep Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
Epoxy Overlay	(incl. warranty) - 70'Lx74"W	576.0	SYD	\$48.00/SYD	\$27,648.00
Expansion Joint Gland Replacement	(remove and replace elastomeric gland)		FT	\$125.00/FT	
Expansion Joint Replacement	(incl. removal) - west end	102.0	FT	\$860.00/FT	\$87,720.00
Full Depth Patch			SFT	\$140.00/SFT	
Healer / Sealer	(sidewalks on bridge) - 70'Lx8"Wx2	125.0	SYD	\$30.00/SYD	\$3,750.00
HMA Overlay with WP membrane			SYD	\$60.00/SYD	
Overlay Removal	(Epoxy: \$22/syd Latex: \$26/syd HMA: \$40/syd)		SYD	\$22.00/SYD	
Reseal Bridge Joints	(reseal E3 joints)		FT	\$28.00/FT	
Shallow Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
SUPERSTRUCTURE REPAIR					
Bearing Realignment / Replacement	(incl. temporary supports)		EA	\$6,450.00/EA	
Heat Straightening	(incl. clean and coat)		EA	\$57,000.00/EA	
Pack Rust Repair	(greater than 3/8" separation)		FT	\$1,150.00/FT	
Paint - Complete	(incl. clean & coat)		SFT	\$30.00/SFT	
Paint - Partial / Spot / Zone	(incl. clean & coat - \$20k minimum)		SFT	\$60.00/SFT	
PCI Beam End Blockout	(incl. temporary supports)		EA	\$7,200.00/EA	
Pin & Hanger Replacement	(incl. temporary supports)		EA	\$17,000.00/EA	
Structural Steel Repair	(based on 6ft repair length)		EA	\$4,000.00/EA	
Structural Steel Repair - Stiffener	(includes each side of beam)		EA	\$1,500.00/EA	
SUBSTRUCTURE REPAIR					
Substructure Patching	(measured x 2) replace if repair area > 30%		CFT	\$360.00/CFT	
Substructure Replacement	(incl. temporary supports, excavation)		CFT	\$375.00/CFT	
Substructure Horizontal Surface Sealer			SYD	\$75.00/SYD	
Temporary Supports	(add Structural Steel Repair - Stiffener for ea steel beam)		EA	\$4,000.00/EA	
MISCELLANEOUS					
Articulating Concrete Block System (ACB)			SYD	\$320.00/SYD	
Concrete Surface Coating			SYD	\$47.00/SYD	
Culvert Cleanout			FT	\$125.00/FT	
Epoxy Crack Injection	(structural crack repair)		FT	\$70.00/FT	
Metal Mesh Panels	(48" width, max 6'-6" length)		SFT	\$28.00/SFT	
Pressure Relief Joint	(use when approach concrete roadway exceeds 1,000ft)		FT	\$110.00/FT	
Riprap	(assume 10ft distance around perimeter of substructure)		SYD	\$275.00/SYD	
Silane Treatment	(penetrating sealer for concrete surfaces)		SFT	\$7.00/SFT	
Slope Protection Repairs			SYD	\$150.00/SYD	
Other					

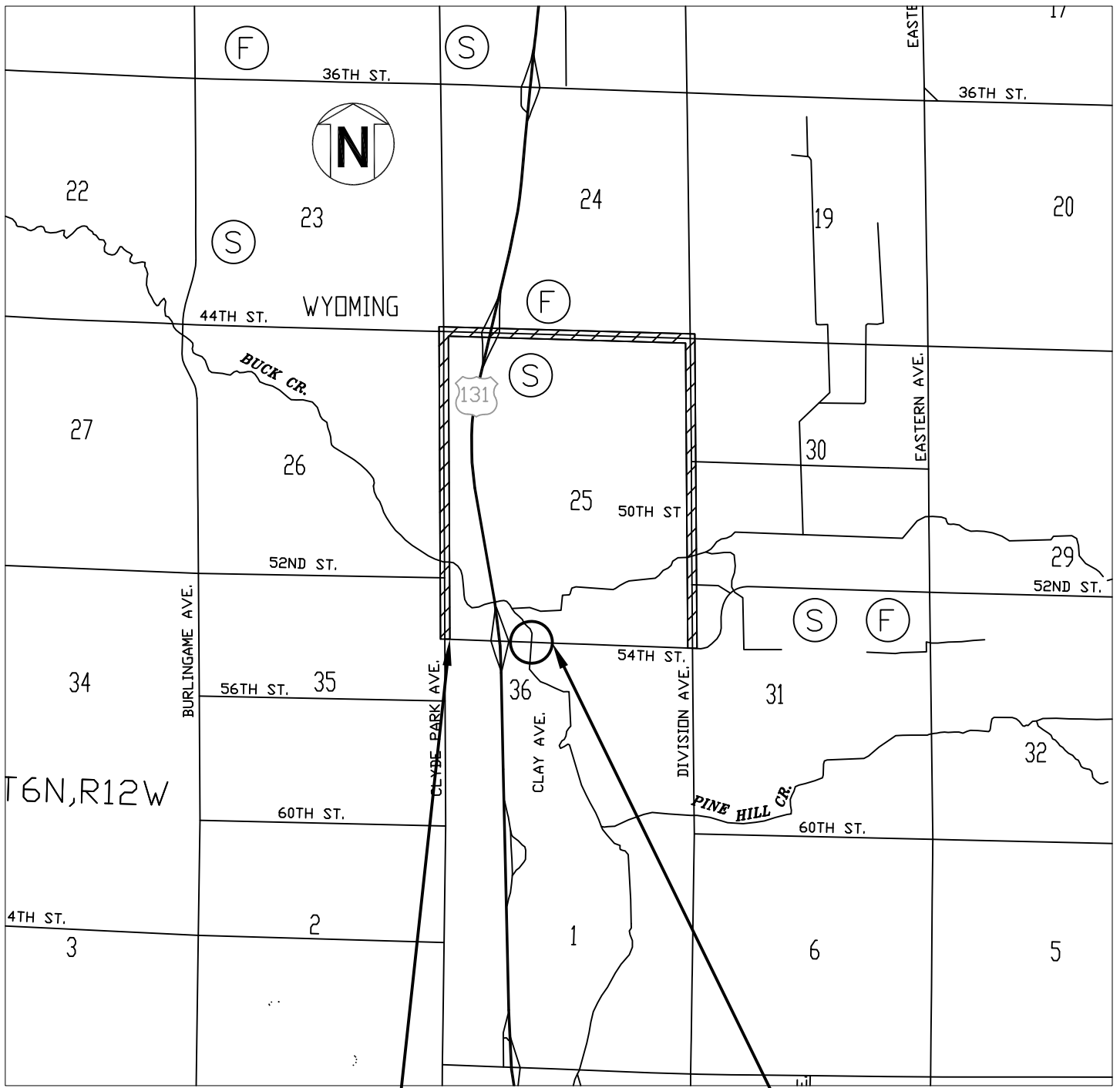
BASE STRUCTURE CONSTRUCTION BUDGET				\$119,118	
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	20	%	\$119,000.00	\$24,000
MOBILIZATION	(estimate at 10%)	10	%	\$143,000.00	\$14,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$157,000.00	\$19,000
STRUCTURE CONSTRUCTION BUDGET				\$176,000	

ROAD WORK					
Epoxy Overlay - Approach Slab	(incl. warranty)		SYD	\$48.00/SYD	
Approach Slab Patching	(incl. hand chipping)		FT	\$75.00/FT	
Guardrail Anchorage to Bridge	(each quadrant)		EA	\$2,540.00/EA	
Guardrail	(incl. removal) < 200ft beyond reference line		FT	\$41.00/FT	
Guardrail Terminal	(each quadrant)		EA	\$3,900.00/EA	
Roadway Approach Work	(beyond approach pavement)		LSUM		LSUM
Utilities			LSUM		LSUM
TRAFFIC CONTROL <i>Unit Cost to be determined by Region or TSC Traffic & Safety</i>					
Part Width Construction			LSUM		LSUM
Crossovers			EA		/EA
Temporary Traffic Signals			set		/set
RR Flagging			LSUM		LSUM
Detour - separate detour for WB & EB	min. \$30,000	1.0	LSUM	\$75,000.00/LSUM	\$75,000.00

BASE ROAD/TRAFFIC CONSTRUCTION BUDGET				\$75,000	
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	20	%	\$75,000.00	\$15,000
MOBILIZATION	(estimate at 10%)	10	%	\$90,000.00	\$9,000
INFLATION	(assume 4% per year, beginning in 2025)	12	%	\$99,000.00	\$12,000

RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET

RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET				\$111,000
TOTAL CONSTRUCTION BUDGET				\$287,000
(Does not include PE or CE)	% CE	CON BUDGET		\$287,000
(Refer to programming guidelines in Bridge Cost Estimating Worksheet-Key for CE/PE & PE-S)	% PE	PE BUDGET		\$0
	% PE	PE-S BUDGET		\$0



DETOUR
ROUTE

PROJECT
LOCATION

LOCATION MAP
54TH STREET OVER BUCK CREEK
SECTION 25/36,
CITY OF WYOMING, T6N, R12W

LEGEND: (F) FIRE STATION (S) SCHOOL

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5251

BRIDGE SAFETY INSPECTION REPORT

Facility 54TH STREET	Latitude / Longitude 42.866 / -85.6771	MDOT Structure ID 414745500037B01	Structure Condition Fair Condition(6)	
Feature BUCK CREEK	Length / Width / Spans 70 / 101.4 / 1	Owner City: WYOMING(7455)		
Location IN WYOMING	Built / Recon. / Paint / Ovly. 1986 / 2019 / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)	
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 32 Multi Str Comp	Last NBI Inspection 09/19/2024 / 8P2K	Scour Evaluation 3 SC - Unstable	

NBI INSPECTION

8P2K

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	24	09/19/2024

GENERAL NOTES

Good. Cross sections taken in 2024. Note: AASHTO Elements inspection required since bridge is on the NHS.

DECK


09/20 09/22 09/24

1. Surface (SIA-58A)	7	7	7	<p>At east reference line, EB lane has 6 cracks and WB lane has 4. At west reference line, EB lanes has 2 cracks and left turn lane has 3 cracks. Heavy traffic has polished deck reducing friction. Portion of center median was removed to extend the EB turn lane to Clay Avenue. Hairline transverse cracks in newer concrete.</p> <p>North side was widened in 2019 to extend turn lane to US-131 NB. Hairline transverse cracks in newer concrete, 3 hairline longitudinal cracks at east end. (09/24) At east reference line, EB lane has 6 cracks and WB lane has 4. At west reference line, EB lanes has 2 cracks and left turn lane has 3 cracks. Heavy traffic has polished deck reducing friction. Portion of center median has been removed to extend the EB turn lane to Clay Avenue. Hairline transverse cracks in newer concrete.</p> <p>North side was widened in 2019 to extend turn lane to US-131 NB. Hairline transverse cracks in newer concrete, 3 hairline longitudinal cracks at east end. (09/22) At east reference line, EB lane has 6 cracks and WB lane has 4. At west reference line, EB lanes has 2 cracks and left turn lane has 3 cracks. Heavy traffic has polished deck reducing friction. Portion of center median has been removed to extend the EB turn lane to Clay Avenue. Hairline transverse cracks in new concrete.</p> <p>North side was widened in 2019 to extend turn lane to US-131 NB. Hairline transverse cracks in new concrete, 3 hairline longitudinal cracks at east end. (09/20)</p>
2. Expansion Joints	5	5	5	<p>Neoprene at west end, seal is cracking. Joint is full of dirt. Leakage on west abutment indicates joint leaks. Cracks in concrete header perpendicular to joint, also a couple parallel cracks. Header spalled in 2 places in WB lanes, ~2 sft total. Top of median spalled at joint. (09/24) Neoprene at west end, seal is cracking. Leakage on west abutment indicates joint leaks. Cracks in concrete header perpendicular to joint. Header spalled in 2 places in WB lanes. Top of median spalled at joint. (09/22) Neoprene at west end, seal is cracking. Leakage on west abutment indicates joint leaks. Cracks in concrete header perpendicular to joint. Header spalled in 2 places in WB lanes, 1 is patched but patch is delaminated. Top of median spalled at joint. (09/20)</p>
3. Other Joints	7	7	7	<p>Longitudinal centerline strip seal joint full of dirt. (09/24) Longitudinal centerline strip seal joint full of dirt. (09/22) Longitudinal centerline strip seal joint full of dirt. (09/20)</p>
4. Railings	7	7	7	<p>Newer aesthetic parapet tube railing north side. Original concrete parapet railing with single tube rail south side. Hairline vertical cracks in both parapets. Small area of scraping damage on south parapet east of midspan. (09/24) Newer aesthetic parapet tube railing north side. Original concrete parapet railing with single tube rail south side. Hairline vertical cracks in both parapets. (09/22) New aesthetic parapet tube railing north side. Original concrete parapet railing with single tube rail south side. Hairline vertical cracks in both parapets. (09/20)</p>

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Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
IN WYOMING	1986 / 2019 / /	Grand Rapids(11)	A Open, no restriction(A)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	5 Prestressed Concrete / 32 Multi Str Comp	09/19/2024 / 8P2K	3 SC - Unstable	

5. Sidewalks or Curbs	7	7	7	Newer sidewalk north side. Original south sidewalk and center median have hairline cracks. Top of median spalled at west end. (09/24) Newer sidewalk north side. Original south sidewalk and center median have hairline cracks. Top of median spalled at west end. (09/22) New sidewalk north side. Original south sidewalk and center median have hairline cracks. Top of median spalled at west end. (09/20)
6. Deck Bottom Surface (SIA-58B)	6	6	6	ORIGINAL DECK: At east ref line, 9 bays have full depth cracks with efflorescence. 1-3 cracks in bays, cracks are up to 9' long. None noted at west ref line. Patches and cracking along center joint, a couple delams noted. WIDENED DECK (NORTH 3 BAYS): Hairline transverse cracks with efflorescence (~12 cracks in bays 2N & 3N). (09/24) ORIGINAL DECK: At east ref line, 9 bays have full depth cracks with efflorescence. 1-3 cracks in bays, cracks are up to 9' long. None noted at west ref line. Patches and cracking along center joint, a couple delams noted. WIDENED DECK (NORTH 3 BAYS): Hairline transverse cracks with efflorescence (~12 cracks in bays 2N & 3N). (09/22) ORIGINAL DECK: At east ref line, 9 bays have full depth cracks with efflorescence. 1-3 cracks in bays, cracks are up to 9' long. None noted at west ref line. Patches and cracking along center joint, a couple delams noted. WIDENED DECK (NORTH 3 BAYS): Hairline transverse cracks with efflorescence (~12 cracks in bays 2N & 3N). (09/20)
7. Deck (SIA-58)	6	6	6	Top surface has longitudinal cracks at each end, transverse cracks in newer widened portion north side. Bottom surface has cracks with efflorescence in original portion at east end, transverse cracks with efflorescence in newer widened portion north side. Hairline cracks in south deck fascia. (09/24) Top surface has longitudinal cracks at each end, transverse cracks in newer widened portion north side. Bottom surface has cracks with efflorescence in original portion at east end, transverse cracks with efflorescence in newer widened portion north side. Hairline cracks in south deck fascia. (09/22) Top surface has longitudinal cracks at each end, transverse cracks in newer widened portion north side. Bottom surface has cracks with efflorescence in original portion at east end, transverse cracks with efflorescence in newer widened portion north side. Hairline cracks in south deck fascia. (09/20)
8. Drainage				Good, runs to the east catch basins. (09/24) Good, runs to the east catch basins. (09/22) Good, runs to the east catch basins. (09/20)


SUPERSTRUCTURE

	09/20	09/22	09/24	
9. Stringer (SIA-59)	7	7	7	Small delamination/spall on bottom of beams 1S, 2S, 3S, 5S, 6S, 7S, 8S, 11S, 12S at west end. Popout with exposed stirrup at west end of south fascia. North side widened with (3) 36" bulb-tee beams. (09/24) Small delamination/spall on bottom of beams 1S, 2S, 3S, 5S, 6S, 7S, 8S, 11S, 12S at west end. North side widened with (3) 36" bulb-tee beams. (09/22) Small delamination/spall on bottom of beams 1S, 2S, 3S, 5S, 6S, 7S, 8S, 11S, 12S at west end. North side widened with (3) 36" bulb-tee beams. (09/20)
10. Paint (SIA-59A)	N	N	N	(09/24) (09/22) (09/20)
11. Section Loss	N	N	2	Minor delams/spalls on bottom flange at west end of beams. (09/24) (09/22) (09/20)

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12. Bearings	5	5	5	<p>Sole plates and bearing plates are rusting along both abutments, pack rust at SE fascia and along west abutment. Pack rust causing some bulging of elastomeric pads. Newer bulb-tee beams bear on thick steel plates and reinforced elastomeric pads, rust starting on west position dowels. (09/24)</p> <p>Sole plates and bearing plates are rusting along both abutments, pack rust at SE fascia and along west abutment. Pack rust causing some bulging of elastomeric pads. Newer bulb-tee beams bear on thick steel plates and reinforced elastomeric pads. (09/22)</p> <p>Sole plates and bearing plates are rusting along both abutments, pack rust at SE fascia and along west abutment. Pack rust causing some bulging of elastomeric pads. New bulb-tee beams bear on thick steel plates and reinforced elastomeric pads. (09/20)</p>
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SUBSTRUCTURE

	09/20	09/22	09/24	
13. Abutments (SIA-60)	7	7	7	<p>WEST ABUTMENT: Crack with efflorescence in NW return wall. Hairline vertical crack under beam 1N. Hairline vertical crack at south end and south of centerline joint. Crack at south construction joint. Missing joint filler between SW sloped wall and backwall, also at centerline backwall joint, dirt spilling through. Newer sloped wall and sheeting in NW quad.</p> <p>EAST ABUTMENT: Hairline vertical crack under beams 1S, 2S, 4S and bays 2N & 4N. Backwall spalling at beam 2S. Newer sloped wall and sheeting in NE quad. (09/24)</p> <p>WEST ABUTMENT: Crack with efflorescence in NW return wall. Hairline vertical crack under beam 1N. Hairline vertical crack at south end and south of centerline joint. Crack at south construction joint. Missing joint filler between SW sloped wall and backwall, dirt spilling through. Newer sloped wall and sheeting in NW quad.</p> <p>EAST ABUTMENT: Hairline vertical crack at south and north end. Backwall spalling at beam 2S. Newer sloped wall and sheeting in NE quad. (09/22)</p> <p>WEST ABUTMENT: Crack with efflorescence at north end. Crack at south construction joint. Hairline vertical crack at south end and south of centerline joint. Crack at south construction joint. Missing joint filler between SW sloped wall and backwall, dirt spilling through. New sloped wall and sheeting in NW quad.</p> <p>EAST ABUTMENT: Hairline vertical crack at south and north end. Backwall spalling at beam 2S. New sloped wall and sheeting in NE quad. (09/20)</p>
14. Piers (SIA-60)	N	N	N	(09/24) (09/22) (09/20)
15. Slope Protection	N	N	N	(09/24) (09/22) (09/20)
16. Channel (SIA-61)	5	6	6	<p>Sand bottom. Island forming under bridge. Tree debris in downstream channel. Riprap at each abutment mostly covered with silt. Riprap are concrete pieces approx 3'x3'x3'. Newer riprap in NW & NE quad. (09/24)</p> <p>Sand bottom. Tree debris in downstream channel. Riprap at each abutment mostly covered with silt. Riprap are concrete pieces approx 3'x3'x3'. Newer riprap in NW & NE quad. (09/22)</p> <p>Sand bottom. Tree debris in downstream channel. Riprap at each abutment mostly covered with silt. Riprap are concrete pieces approx 3'x3'x3'. New riprap in NW & NE quad. (09/20)</p>
17. Scour Inspection	8	8	8	<p>No scour noted. Cross sections show 1-3 ft of aggradation from 2008 to 2020, additional 0.5 ft average aggradation from 2020 to 2024. (09/24)</p> <p>No scour noted. (09/22)</p> <p>No scour noted. (09/20)</p>

APPROACH

09/20 09/22 09/24

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18. Approach Pavement	6	6	7	New HMA in EB lanes and inside WB lane. New HMA on north 2 lanes in 2019, settled up to 1" at NE corner. (09/24) Map cracking and newer patches at both reference lines. New HMA on north 2 lanes in 2019, settled up to 1" at NE corner. (09/22) Map cracking and patches at both reference lines. New HMA on north 2 lanes in 2019. (09/20)
19. Approach Shoulders Sidewalks	6	6	6	SE bridge sidewalk has been ground down, still up to 1" difference at reference line. SW approach sidewalk patched/wedged, but patch is cracked and delaminated. Newer sidewalk in NW & NE quad, ~1" settlement at NE reference line. Median curb spalled at east end south side (adjacent to turn lane). (09/24) SE bridge sidewalk has been ground down, still up to 1" difference at reference line. SW approach sidewalk patched, but patch is cracked and delaminated. Newer sidewalk in NW & NE quad, ~1/2" settlement at NE reference line. (09/22) SE approach sidewalk has been ground down, still up to 1" difference. SW approach sidewalk patched. New sidewalk in NW & NE quad. Vegetation overgrowing SE sidewalk. (09/20)
20. Approach Slopes				Stable slopes. Newer riprap in NW & NE quad. Fabric is exposed at top of slope in NE quad. (09/24) Stable slopes. Newer riprap in NW & NE quad. Fabric is exposed at top of slope in NE quad. (09/22) Stable slopes. New riprap in NW & NE quad. Fabric is exposed at top of slope in NE quad. (09/20)
21. Utilities				None noted. (09/24) None noted. (09/22) None noted. (09/20)
22. Drainage Culverts				12" concrete pipes in NE quad (1 is submerged). 18" concrete pipe in NW quad. (09/24) 12" concrete pipes in NE quad (1 is submerged). 18" concrete pipe in NW quad. (09/22) 12" concrete pipes in NE quad (1 is submerged). 18" concrete pipe in NW quad. (09/20)

MISCELLANEOUS

Guard Rail

Item	Rating
36A. Bridge Railings	1
36B. Transitions	1
36C. Approach Guardrail	1
36D. Approach Guardrail Ends	1

Other Items

Item	Rating
71. Water Adequacy	8
72. Approach Alignment	8
Temporary Support	0 No Temporary Supports
High Load Hit (M)	No
Special Insp. Equipment	2
Underwater Insp. Method	0

False Decking (Timber) Removed to Complete Inspection

N/A - No False Decking


Critical Feature Inspections (SIA-92)

	Freq	Date
92A. Fracture Critical		
92B. Underwater		
92C. Other Special		
92D. Fatigue Sensitive		

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5251

STRUCTURE INVENTORY AND APPRAISAL

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition	
54TH STREET	42.866 / -85.6771	414745500037B01	Fair Condition(6)	
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Bridge History, Type, Materials	
27 - Year Built	1986
106 - Year Reconstructed	2019
202 - Year Painted	
203 - Year Overlay	
43 - Main Span Bridge Type	5 32
44 - Appr Span Bridge Type	
77 - Steel Type	0
78 - Paint Type	0
79 - Rail Type	7
80 - Post Type	
107 - Deck Type	1
108A - Wearing Surface	1
108B - Membrane	0
108C - Deck Protection	1

Structure Dimensions	
34 - Skew	0
35 - Struct Flared	N
45 - Num Main Spans	1
46 - Num Apprs Spans	0
48 - Max Span Length	66.7
49 - Structure Length	70
50A - Width Left Curb/SW	8
50B - Width Right Curb/SW	7
33 - Median	2
51 - Width Curb to Curb	74
52 - Width Out to Out	101.4
112 - NBIS Length	Y

Inspection Data	
90 - Inspection Date	09/19/2024
91 - Inspection Freq	24
92A - Frac Crit Req/Freq	N
93A - Frac Crit Insp Date	
92B - Und Water Req/Freq	N
93B - Und Water Insp Date	
92C - Oth Spec Insp Req/Freq	N
93C - Oth Spec Insp Date	
92D - Fatigue Req/Freq	N
93D - Fatigue Insp Date	
176A - Und Water Insp Method	0
58 - Deck Rating	6
58A/B - Deck Surface/Bottom	7 6
59 - Superstructure Rating	7
59A - Paint Rating	N
60 - Substructure Rating	7
61 - Channel Rating	6
62 - Culvert Rating	N

Navigation Data	
38 - Navigation Control	0
39 - Vertical Clearance	0
40 - Horizontal Clearance	0
111 - Pier Protection	
116 - Lift Brgd Vert Clear	0

Route Carried By Structure(ON Record)	
5A - Record Type	1
5B - Route Signing	5
5C - Level of Service	1
5D - Route Number	02001
5E - Direction Suffix	0
10L - Best 3m Unclr-Lt	0 0
10R - Best 3m Unclr-Rt	99 99
PR Number	
Control Section	
11 - Mile Point	0
12 - Base Highway Network	1
13 - LRS Route-Subroute	0000004103 09
19 - Detour Length	3
20 - Toll Facility	3
26 - Functional Class	14
28A - Lanes On	6
29 - ADT	27800
30 - Year of ADT	2018
32 - Appr Roadway Width	71
32A/B - Ap Pvt Type/Width	4 71
42A - Service Type On	5
47L - Left Horizontal Clear	38.0
47R - Right Horizontal Clear	36.0
53 - Min Vert Clr Ov Deck	99 99
100 - STRAHNET	0
102 - Traffic Direct	2
109 - Truck %	10
110 - Truck Network	0
114 - Future ADT	50000
115 - Year Future ADT	2038
Freeway	0

Structure Appraisal	
36A - Bridge Railing	1
36B - Rail Transition	1
36C - Approach Rail	1
36D - Rail Termination	1
67 - Structure Evaluation	7
68 - Deck Geometry	4
69 - Underclearance	N
71 - Waterway Adequacy	8
72 - Approach Alignment	8
103 - Temporary Structure	
113 - Scour Criticality	3

Miscellaneous	
37 - Historical Significance	5
98A - Border Bridge State	
98B - Border Bridge %	
101 - Parallel Structure	N
EPA ID	
Stay in Place Forms	
143 - Pin & Hanger Code	
148 - No. of Pin & Hangers	

Route Under Structure (UNDER Record)	
5A - Record Type	
5B - Route Signing	
5C - Level of Service	
5D - Route Number	
5E - Direction Suffix	
10L - Best 3m Unclr-Lt	
10R - Best 3m Unclr-Rt	
PR Number	
Control Section	
11 - Mile Point	
12 - Base Highway Network	
13 - LRS Route-Subroute	
19 - Detour Length	
20 - Toll Facility	
26 - Functional Class	
28B - Lanes Under	
29 - ADT	
30 - Year of ADT	
42B - Service Type Under	5
47L - Left Horizontal Clear	
47R - Right Horizontal Clear	
54A - Left Feature	
54B - Left Underclearance	99 99
54C - Right Feature	
54D - Right Clearance	99 99
Under Clearance Year	
55A - Reference Feature	N
55B - Right Horiz Clearance	99.9
56 - Left Horiz Clearance	0
100 - STRAHNET	
102 - Traffic Direct	
109 - Truck %	
110 - Truck Network	
114 - Future ADT	
115 - Year Future ADT	
Freeway	


Proposed Improvements	
75 - Type of Work	
76 - Length of Improvement	
94 - Bridge Cost	
95 - Roadway Cost	
96 - Total Cost	
97 - Year of Cost Estimate	

Load Rating and Posting	
31 - Design Load	6
41 - Open, Posted, Closed	A
63 - Fed Oper Rtg Method	8
64F - Fed Oper Rtg Load	2.01
64MA - Mich Oper Rtg Method	8
64MB - Mich Oper Rtg	1.15
64MC - Mich Oper Truck	17
65 - Inv Rtg Method	8
66 - Inventory Load	1.53
70 - Posting	5
141 - Posted Loading	
193 - Overload Class	

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5251

SAFETY INSPECTION REPORT - AASHTO ELEMENTS

Facility 54TH STREET	Latitude / Longitude 42.866 / -85.6771	MDOT Structure ID 414745500037B01	Structure Condition Fair Condition(6)	
Feature BUCK CREEK	Length / Width / Spans 70 / 101.4 / 1	Owner City: WYOMING(7455)		
Location IN WYOMING	Built / Recon. / Paint / Ovl. 1986 / 2019 / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)	
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 32 Multi Str Comp	Last NBI Inspection 09/19/2024 / 8P2K	Scour Evaluation 3 SC - Unstable	

NBI INSPECTION

8P2K

Inspector Name Robert Lothschutz	Agency / Company Name Scott Civil Engineering Company	Insp. Freq. 24	Insp. Date 09/19/2024
--	---	--------------------------	---------------------------------

AASHTO ELEMENTS


(English Units)

Element Number	Element Name	Total Quantity	Unit	Good CS1	Fair CS2	Poor CS3	Severe CS4
Decks/Slabs							
800	Conc Deck - Black Bars	6920	sq.ft	6765 98%	150 2%	5 0%	0 0%
810	Conc Deck - Top Surface	6920	sq.ft	6820 99%	100 1%	0 0%	0 0%
811	Conc Deck - Btm Surface	6920	sq.ft	6765 98%	150 2%	5 0%	0 0%
812	Reinf Conc Fascia	140	ft	140 100%	0 0%	0 0%	0 0%
Joints							
302	Compression Joint Seal	100	ft	0 0%	80 80%	20 20%	0 0%
Superstructure							
109	Pre Opn Conc Girder/Beam	938	ft	929 99%	9 1%	0 0%	0 0%
Bearings							
310	Elastomeric Bearing	30	each	6 20%	10 33%	14 47%	0 0%
Substructure							
215	Re Conc Abutment	236	ft	231 98%	5 2%	0 0%	0 0%
Scour Countermeasure							
831	Heavy Riprap	1056	sq.ft	1056 100%	0 0%	0 0%	0 0%
Other Elements							
331	Re Conc Bridge Railing	140	ft	125 89%	15 11%	0 0%	0 0%
840	Reinf Conc Sidewalk	1050	sq.ft	1040 99%	10 1%	0 0%	0 0%

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5251

WORK RECOMMENDATIONS

Facility 54TH STREET	Latitude / Longitude 42.866 / -85.6771	MDOT Structure ID 414745500037B01	Structure Condition Fair Condition(6)	
Feature BUCK CREEK	Length / Width / Spans 70 / 101.4 / 1	Owner City: WYOMING(7455)		
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Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 32 Multi Str Comp	Last NBI Inspection 09/19/2024 / 8P2K	Scour Evaluation 3 SC - Unstable	

WORK RECOMMENDATIONS

8P2K

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	24	09/19/2024

RECOMMENDATIONS & ACTION ITEMS

Recommendation Type	Priority	Description
Approach Repair	M	Wedge NE approach.
Remove Debris	L	Remove debris from downstream channel.
Joint Repair	M	Clean out centerline joint. Replace seal and patch spalls at west reference line.
Floodcoat	H	Place epoxy overlay on deck to seal cracks and increase friction.
Zone Paint	M	Remove pack rust and paint steel bearing plates.
Substr Repair	M	Replace missing joint filler between SW slopewall and backwall, also at west backwall centerline joint.



BRIDGE SECTION LOOKING EAST



TOP OF BACKWALL SPALLED AT WEST END IN WESTBOUND LANE, JOINT FULL OF DIRT



ABRASION OF CONCRETE DECK SURFACE IN TRAVEL LANES



SOUTH BRIDGE ELEVATION



HAIRLINE TRANSVERSE CRACKS IN BOTTOM OF DECK, BAY 3N



HAIRLINE LONGITUDINAL CRACKS WITH EFFLORESCENCE IN BOTTOM OF DECK AT EAST END

PRIORITY LIST – CITY OF WYOMING

The following is the priority list for bridges in the City of Wyoming seeking local bridge funds:

1. SN 5247 – Godfrey Avenue over Plaster Creek, Preventive Maintenance
2. SN 5246 – Burlingame Avenue over Buck Creek,
SN 5248 – Clyde Park Avenue over Buck Creek,
SN 5249 – Clyde Park Avenue over Plaster Creek,
Multiple Structure Preventive Maintenance
3. SN 5245 – Clay Avenue over Buck Creek,
SN 5251 – 54th Street over Buck Creek,
Multiple Structure Preventive Maintenance

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FROM ZONES, LLC
FOR RENEWAL OF AUTOCAD SOFTWARE LICENSES

WHEREAS:

1. As detailed in the attached staff report, Zones, LLC has provided the City with a quotation for renewal of AutoCAD software licenses in the total estimated amount of \$9,167.63.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a price quotation for renewal of AutoCAD software licenses from Zones, LLC.
2. City Council authorizes the City Manager to acknowledge acceptance of future renewals in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quotation

Resolution No. _____

STAFF REPORT

Date: March 31, 2025
Subject: Authorize the renewal of AutoCAD software licenses
From: Jeff Oonk, City Engineer
CC: Aaron Vis, Director of Public Works
Meeting Date: April 7, 2025

RECOMMENDATION:

It is recommended the City Council accept a quote and authorize the renewal of AutoCAD software licenses through Zones, LLC, in the amount of \$9,167.63.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Stewardship
 - Goal 2 - Enhance the efficiency and effectiveness of City Operations and services.

DISCUSSION:

The Engineering Department uses AutoCAD software to produce design drawings for capital improvement projects. Renewing the licenses for this software allows for this work to continue without disruption.

The City's IT Department received two quotes for annual AutoCAD software licenses:

- \$9,167.63 from Zones, LLC
- \$8,985.20 from DLT solutions, LLC.

Zones, LLC currently manages the AutoCAD Licenses for the Engineering Department and other City departments. Although the Zones, LLC quote is higher, the amount of time and effort required by City staff to switch to a different vendor is more than the price difference between the two vendors. Therefore, it is recommended to accept the quote from Zones, LLC for overall cost saving and to maintain continuity and consistency across departments.

BUDGET IMPACT:

Sufficient funds are available in the Capital Improvement fund, account number 401-441-17500-806.00

Attachments:
Quotations

ZONES™

03/07/2025

Bill To :
CITY OF WYOMING
1155 28TH ST SW
WYOMING,MI 49509
Phone : (616) 530-7225

Ship To:
IT CORRESPONDENCE
CITY OF WYOMING
1155 28TH ST SW
ATTN: INFO TECH
WYOMING,MI,49509,USA

Account#0071012388
Quote :K3101063
PO# :

Software prices subject to change

Hardware quotes are valid for 7 business days

Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES LLC
PO Box 737040
DALLAS TX 75373-7040

**PLEASE SEND PURCHASE
ORDERS DIRECTLY TO YOUR
ZONES LLC ACCOUNT MANAGER
VIA FAX OR EMAIL**

Ijlal Naqvi
Account Executive
Phone 12535457727
Fax:(253) 205-3862

Email:ijlal.naqvi@zones.com

Item #	Qty.	Mfr.Name	Description	Manufacturers Part #	Unit Price	Total
010738721-CWYOM	5	AUTODESK INC	AutoCAD - including specialized toolsets Government Single-u	C1RK1-009784-L704	USD 1,438.82	USD 7,194.10
008352617-CWYOM	1	AUTODESK INC	AutoCAD - including specialized toolsets AD Government New S	C1RK1-WW7585-L617	USD 1,973.53	USD 1,973.53

ASK US ABOUT
Installation Services
On-site Technical Services and Hourly Service Rates
Remote Help Desk and Remote Network OS Support

Sub-Total: USD 9,167.63
Estimated Sales Tax: USD 0.00
Shipping: USD 0.00
Grand Total: USD 9,167.63

Visit us on the web:<http://www.zones.com>

Numerous Financing & Leasing Options Available

ZONES LLC
ZONES LLC
1102 15th Street S.W., Suite 102
Auburn, USA 98001
Phone: (800) 419-9663



CERTIFIED
as an NMBC
MINORITY BUSINESS
ENTERPRISE
by the NMSDC

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("**AGREEMENT**") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM/TERMSOFSALE ("**TERMS AND CONDITIONS**"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
ULTRAVIOLET (UV) SUPPLIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of ultraviolet (UV) disinfection supplies from the sole source provider, Trojan Technologies Corporation in the amounts as detailed in the attached quotation.
2. It is estimated the City will spend approximately \$103,255.50 on UV supplies.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of ultraviolet (UV) supplies from Trojan Technologies Corporation.
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 April 7, 2025.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quotation

Resolution No. _____

STAFF REPORT

Date: March 27, 2025

Subject: Purchase of WWTP UV Supplies

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: April 7, 2025

RECOMMENDATION:

It is recommended the City Council accept the quote from Trojan Technologies for ultraviolet (UV) disinfection supplies in the amount of \$103,255.50.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The final step in the wastewater treatment process is UV disinfection, which quickly and effectively inactivates microorganisms, ensuring the water can be safely discharged into the Grand River. The Wastewater Treatment Plant has two UV flow channels, each containing four 16-lamp banks, totaling 128 lamps. Each bank features an automatic wiper system that moves along the lamps every 12 hours to prevent buildup and maintain optimal UV light transmittance for disinfection.

In service since October 19, 2022, the UV system has been performing well, keeping disinfection levels well within regulatory limits. However, as the system operates 24/7, various components are reaching the end of their lifecycle. Sixty-four lamps have accumulated nearly 15,000 hours of use, and the wiper system seals have started to leak. Additionally, one hydraulic cylinder requires replacement due to wear.

To address these issues, the original equipment manufacturer, Trojan Technologies, was contacted for a quote on 64 replacement lamps, a hydraulic cylinder, wiper supplies, and associated components. These patented parts are exclusively available from the manufacturer only. Once delivered, plant maintenance staff will install the new lamps and components as required.

BUDGET IMPACT:

Adequate funds exist in Sewer Fund account #590-536-54300-775.000.

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: April 8, 2025.

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

Proposal means Contractor'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: Trojan Technologies Corp.
(Name of supplying entity)
A Delaware corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
4316 44th St SE 839 NY State Route 13
(Supplier's street address)
Kentwood MI 49512 Cortland, NY 13045
(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, **inclusive of Supplier's Terms and Conditions of Sale.**
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with **its Terms and Conditions of Sale.** ~~the Standard Terms.~~ Inapplicable 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. **Supplier's Terms and Conditions of Sale take precedence over any contrary or related terms of conditions that may be contained herein.**

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

City of Wyoming

By: _____
John Shay, City Manager

Trojan Technologies Corp.

By: [Signature]
(Signature of officer, director, or principal of Supplier)
Todd Bartlett Director Service Sales
(Typed/Printed Name & Title of Person Signing for Supplier)

Date signed: March 27, 2025

Approved as to form:

[Signature]
Heather Chapman, Deputy City Attorney
[Signature] ok Red Good
and New Quote

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 of 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). 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 equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts. Therefore:

A. Supplier in (i) employment actions and (ii) 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. Supplier will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

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

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

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

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

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

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

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

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

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

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and

consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

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

18. Insurance

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
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 (includes 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. Waiver 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.

19. General Terms

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

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

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

**Exhibit B
Proposal**



QUOTATION
QM0000359

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
 TROJAN TECHNOLOGIES CORP
 4310 44th St SE
 Kentwood, MI 49512
 USA
 T: 1-866-388-0488
 www.trojantechnologies.com

Sold to
CLEAN WATER PLANT - CITY OF WYOMING
2350 IVANREST AVE SW
Wyoming MI 49418-3402
UNITED STATES

Ship to
CLEAN WATER PLANT - CITY OF WYOMING
2350 IVANREST AVE SW
Wyoming MI 49418-3402
UNITED STATES

Customer Service Contact : tuvcustomerservice@trojantechnologies.com
 Payment Terms : 0% / 00 / 30 net
 Delivery Terms :
 Carrier/LSP :

Internal Sales Rep : Rinkal Kapadia
 Customer No. : 100006270
 Reference : lamps
 Quote Date : 03-13-2025
 Quote Expiry Date : 04-12-2025

Line	Project Item Description	Quantity	Price Discount %		Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	338299-101 LAMP P, KIT SOLO REPL SIGNA	64.00	1,069.15/	EA	1,069.15 68,425.60	0.00% 0.00	68,425.60
11	337733 CANISTER ASSY, SNR 28MM GEN2	4.00	71.25/	EA	71.25 285.00	0.00% 0.00	285.00
12	337850P BUSHING,SLEEVE 55MM GEN2 10PK	13.00	38.20/	PKG	38.20 496.60	0.00% 0.00	496.60
13	338021-001 CYLINDER, HYD 16 MAG GREASED	1.00	12,850.50/	EA	12,850.50 12,850.50	0.00% 0.00	12,850.50
14	002278-75A2CP O-RING, 75MM x 2.25MM EDP10PK	26.00	16.80/	PKG	16.80 436.80	0.00% 0.00	436.80
15	337743 WIPER SEAL ASSY, 55MM GEN2	256.00	68.65/	EA	68.65 17,574.40	0.00% 0.00	17,574.40
16	002211-012P O-RING,.364 X 1/16 EPDM 10PK	8.00	4.20/	PKG	4.20 33.60	0.00% 0.00	33.60
17	013403 BARB, 3/8"x1/4-MNPT 90Å° PP	5.00	4.00/	EA	4.00 20.00	0.00% 0.00	20.00



QUOTATION
QM0000359

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
 TROJAN TECHNOLOGIES CORP
 4310 44th St SE
 Kentwood, MI 49512
 USA
 T: 1-866-388-0488
 www.trojantechnologies.com

Line	Project Item Description	Quantity	Price Discount %		Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
18	917457-001 SAFETY SENSOR, INTERLOCK M12	2.00	267.00/	EA	267.00 534.00	0.00% 0.00	534.00
19	917457-002 SAFETY SENSOR, INTERLOCK M12	2.00	72.50/	EA	72.50 145.00	0.00% 0.00	145.00
20	013405 VENT,PRESSURE RLF 45-90 PSI	3.00	142.00/	EA	142.00 426.00	0.00% 0.00	426.00
30	900346 CLEANER, ACTICLEAN GEL 20L	4.00	507.00/	EA	507.00 2,028.00	0.00% 0.00	2,028.00
40	FREIGHT FREIGHT & HANDLING *** Freight to be added***	1.00	/	EA	0.00 0.00	0.00% 0.00	0.00
		Goods	103,255.50	Discount	0.00	Tax Amount	Total USD
		Costs	0.00	Subtotal	103,255.50	0.00	103,255.50



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Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

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TERMS AND CONDITIONS OF SALE

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by the seller entity identified on the purchase order ("SELLER") and sold to the original purchaser thereof ("BUYER"). The term "SELLER" includes only SELLER, and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of SELLER and BUYER, these Terms & Conditions of Sale establish the rights, obligations and remedies of SELLER and BUYER which apply to this offer and any resulting order or contract for the sale of SELLER's goods and/or services ("Products").

- 1. APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in SELLER's proposal, offer, order acknowledgment, packing slip, and/or invoice documents. The first of the following acts constitutes an acceptance of SELLER's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions of Sale: (i) BUYER's issuance of a purchase order document against SELLER's offer; (ii) acknowledgement of BUYER's order by SELLER; or (iii) commencement of any performance by SELLER pursuant to BUYER's order. Provisions contained in BUYER's purchase documents (including electronic commerce interfaces) that materially alter, add to, or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
- 2. CANCELLATION AND RETURN:** The whole or any part of this order may be cancelled only with the prior written consent of SELLER. If SELLER does consent to a cancellation, such consent will be given only upon payment of reasonable cancellation charges in an amount determined by SELLER and which will include recovery of costs plus reasonable profit. In addition, with respect to any Products returned on cancellation, BUYER will pay SELLER's cost of placing the returned Products in a saleable condition, sales expenses incurred by SELLER in connection with such returned Products, a reasonable restocking charge and freight costs incurred in connection with the original shipment and in connection with returning such Products to SELLER, all in such amounts as are advised to the BUYER by SELLER. SELLER may cancel all or part of any order prior to delivery without liability if the order includes any Products that SELLER determines may not comply with export, safety, local certification, or other applicable compliance requirements. If SELLER'S offer contains a cancellation schedule, such schedule shall apply in lieu of the cancellation charges stated above.
- 3. DELIVERY:** Delivery will be accomplished FCA SELLER's determined shipping point; or on SELLER's discretion it will ship DDP or DAP foreign port unless otherwise expressly agreed between the parties using Incoterms® 2020. At SELLER's discretion other terms under Incoterms® 2020 may be used as required. In the event of any reference to "prepay and add" the applicable Incoterms® 2020 will be DDP or DAP at SELLER's discretion, while any reference to "collect" will be deemed to be FCA under the Incoterms® 2020 regardless of reference to reference to shipping point. In the event DDP or DAP is used for a transaction SELLER reserves the right to select the carrier and shipping mode. BUYER agrees to pay SELLER for any sales tax, brokerage fees, or other costs incurred as a result of the shipping mode chosen by SELLER. For all intents and purposes the FOB/FOD Legal title and risk of loss or damage pass to BUYER upon transfer to the first carrier, regardless of final destination and mode of transit. SELLER will use commercially reasonable efforts to deliver the Products ordered herein within SELLER's normal lead-time necessary for SELLER to deliver the Products sold hereunder. Upon prior agreement with BUYER and for an additional charge paid by BUYER, SELLER will deliver the Products on an expedited basis. Seller may, in its sole discretion, without liability or penalty, deliver partial shipments of Products to Buyer and ship the Products as they become available, in advance of the quoted delivery date. If the Products are delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable. Products will be boxed or crated as determined appropriate by SELLER for protection against normal handling and there will be an extra charge to the BUYER for additional packaging required by the BUYER with respect to waterproofing or other added protection. BUYER has sole responsibility for off-loading, storage and handling of the Products at the site. Where BUYER is responsible for any delay in the delivery date or installation date, the earlier of the date of delivery or the date on which the Products are ready for shipment by SELLER may be treated as the delivery date for purposes of determining the time of payment of the purchase price. Moreover, BUYER will be responsible for storage and insurance expenses with respect to such Products. Should BUYER fail to effect pick-up of Product as previously agreed in a timely manner, SELLER may, at its discretion, assess storage charges and a surcharge to the account of BUYER.

Trojan Technologies Group ULC
3020 Gore Road London Ontario, Canada N5V 4T7
+1 519 457 3400 www.trojantechnologies.com



4. **INSPECTION:** BUYER will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, BUYER will promptly notify SELLER of such nonconformance in writing. SELLER will have a reasonable opportunity to repair or replace the nonconforming Product at its option. BUYER will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance for such Products unless a written notification pursuant to this paragraph is received by SELLER within fourteen (14) calendar days of delivery to BUYER destination on order.
5. **PRICES & ORDER SIZES:** Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; tariff, special financing fees; value added tax, income, or royalty taxes; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. BUYER will either pay any and all such charges or provide SELLER with acceptable exemption certificates, which obligation survives performance under this Contract. Installation, maintenance and any other services which relate to the Products are not included unless specifically set forth in the offer. SELLER reserves the right to establish minimum order sizes and will advise BUYER accordingly. Any orders below the minimum order size are subject to a fee as set out by SELLER. Notwithstanding anything to the contrary set out herein, in the event of any delay to SELLER's delivery schedule caused by BUYER or its representatives (other than for Force Majeure or delays caused by SELLER), including without limitation, a suspension of work or the project, a postponement of the delivery date or failure to timely issue of a notice of commencement or similar document, then (i) the Purchase Price shall increase by 1% for every month or partial month of such delay and this Agreement shall be construed as if the increased Purchase Price were originally inserted herein, and BUYER shall be billed by SELLER on the basis of such increased Purchase Price, or (ii) SELLER shall have the right to terminate this Contract without penalty.
6. **PAYMENTS:** All payments must be made in agreed-to currency, normally Canadian or U.S. Dollars. Unless other payment terms are expressly agreed to by SELLER or otherwise required by the SELLER, invoices are due and payable NET 30 DAYS from date of the invoice, without regard to delays for inspection or transportation, with payments to be made by check to SELLER at the address listed in the purchase order or by bank transfer to the account obtainable from SELLER's Accounts Receivable Manager. In the event payments are not made or not made in a timely manner, SELLER may, in addition to all other remedies provided at law, either: (a) declare BUYER's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) pursue other collection efforts and recover all associated costs including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. BUYER is prohibited from setting off any and all monies owed under this Contract from any other sums, whether liquidated or not, that are or may be due to the BUYER, which arise out of a different transaction with SELLER or any of its affiliates. Should BUYER's financial condition become unsatisfactory to SELLER in its discretion, SELLER may require payment in advance or other security. If BUYER fails to meet these requirements, SELLER may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due to SELLER. BUYER hereby grants SELLER a security interest in the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing, to secure payment in full of all amounts to SELLER, which payment releases the security interest but only if such payment could not be considered an avoidable transfer under applicable laws. The security interest granted hereby constitutes a purchase money security interest under the applicable Uniform Commercial Code or Personal Property Security Act or other applicable law, and SELLER is authorized to make whatever registration or notification or take such other action as SELLER deems necessary or desirable to perfect such security interest. BUYER's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of BUYER, constitutes a default under this Contract and affords SELLER all of the remedies of a secured creditor under applicable law, as well as the remedies stated above for late payment or non-payment.
7. **LIMITED WARRANTY:** Unless specifically provided otherwise in SELLER's offer, SELLER provides the following Limited Warranty. SELLER warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written

warranty pertaining to the specific goods purchased, which for Products is for a period of twelve (12) months from delivery. SELLER warrants that services furnished hereunder will be free from defects in workmanship for a period of thirty (30) days from the completion of the services. Products repaired or replaced are not covered by any warranty except to the extent repaired or replaced by SELLER, an authorized representative of SELLER, or under specific instructions by SELLER, in which cases, the Products will be covered under warranty up to the end of the warranty period applicable to the original Products. The above warranties do not include the cost of shipping and handling of returned items. Parts provided by SELLER in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by SELLER shall become the property of SELLER. Except as included in SELLER'S offer, no warranties are extended to consumable items and for normal wear and tear. SELLER'S special warranties may include additional limitations. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, repair, credit or refund of the purchase price, as determined by SELLER in its sole discretion. This remedy will not be deemed to have failed of its essential purpose so long as SELLER is willing to provide such replacement, credit or refund. To make a warranty claim, BUYER must notify SELLER in writing within 5 days of discovery of the defect in question. This notification must include a description of the problem, a copy of the applicable operator's log, a copy of BUYER'S maintenance record and any analytical results detailing the problem. Any warranty hereunder or performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with SELLER recommendations, (c) operating conditions at the installation site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise. Products manufactured by a third party ("Third Party Product") which are not incorporated into SELLER'S Products are not covered by the warranty. With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer's warranty statement.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). SELLER is responsible for and will defend, indemnify and hold harmless the BUYER Indemnified Parties against all losses, claims, expenses or damages to the proportional extent caused by SELLER'S breach of the Limited Warranty. BUYER is responsible for and will defend, indemnify and hold harmless SELLER Indemnified Parties against all losses, claims, expenses, or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any Products or the breach of any provision of this Contract by the BUYER or any third party affiliated or in privity with BUYER.
9. **PATENT PROTECTION:** SELLER shall further defend and indemnify BUYER Indemnitees from and against all Claims for actual infringement of all letters patent, trademarks, copyright or corresponding rights pertaining to goods provided under the Purchase Order, solely by reason of the sale or normal use of any goods sold to BUYER hereunder as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent. SELLER'S warranty as to use patents only applies to infringement arising solely out of the inherent operation of the goods according to their applications as envisioned by SELLER'S specifications. In case the goods are in such suit held to constitute infringement and the use of the goods is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such goods or replace them with non-infringing products, or modify them so they become non-infringing, or remove the goods and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent infringement by the goods. Further, to the same extent as set forth in SELLER'S above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER'S design, (y) services provided in accordance with the BUYER'S instructions, or (z) SELLER'S goods when used in combination with any other devices, parts or software not provided by SELLER hereunder. Subject to all limitations of liability provided herein, SELLER will, with respect to any Products of SELLER'S design or manufacture, indemnify BUYER from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. or Canadian patent (or European patent for Products that SELLER sells to BUYER for end use in a member state of the E.U. or the U.K.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to BUYER hereunder and from reasonable expenses incurred by BUYER in defense of such suit if SELLER does not undertake the defense thereof, provided that BUYER promptly notifies SELLER of such suit and offers SELLER either (i) full and exclusive control of the defense of such

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

10. **TRADEMARKS AND OTHER LABELS:** BUYER agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.
11. **SOFTWARE AND INTELLECTUAL PROPERTY:** All licenses to SELLER's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, SELLER grants BUYER only a personal, non-exclusive license to access and use the software provided by SELLER with Products purchased hereunder solely as necessary for BUYER to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which BUYER may use under the terms and conditions of the specific license under which the open source software is distributed. BUYER agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). All SELLER contributions to the Products, the results of the services, and any other work designed or provided by SELLER hereunder may contain or result in statutory and non-statutory Intellectual Property, including but not limited to patentable subject matter or trade secrets; and all such Intellectual Property remains the sole property of SELLER; and BUYER shall not disclose (except to the extent inherently necessary during any resale of Product sold hereunder), disassemble, decompile, or any results of the Services, or any Products, or otherwise attempt to learn the underlying processes, source code, structure, algorithms, or ideas.
12. **PROPRIETARY INFORMATION AND PRIVACY:** "Proprietary Information" means any information, technical data, or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which SELLER considers proprietary, including but not limited to service and maintenance manuals. BUYER and its customers, employees, and agents will keep confidential all such Proprietary Information obtained directly or indirectly from SELLER and will not transfer or disclose it without SELLER's prior written consent, or use it for the manufacture, procurement, servicing, or calibration of Products or any similar products, or cause such products to be manufactured, serviced, or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains SELLER's property. No right or license is granted to BUYER or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of SELLER, except for the limited use licenses implied by law. In respect of personal data supplied by BUYER to SELLER, BUYER warrants that is duly authorized to submit and disclose these data, including but not limited to obtaining data subjects' informed consent. SELLER will manage BUYER's information and personal data in accordance with its Privacy Policy, a copy of which is available to BUYER upon request. In respect of other data and information that SELLER may receive in connection with BUYER's use of the Products including without limitation data that are captured by the Products and transmitted to SELLER, BUYER hereby grants SELLER a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data as needed for Product operation and maintenance, and to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of SELLER and its affiliates.
13. **SPECIAL TOOLS, DIES, JIGS, FIXTURES AND PATTERNS:** Any tools, dies, jigs, fixtures, patterns and similar items which are included or required in connection with the manufacture and/or supply of the Products will remain the property of SELLER without credit to the BUYER. SELLER assumes the cost for maintenance and replacement of such items and shall have the right to discard and scrap any such item after it has been inactive for a minimum of one year, without credit to the BUYER.

14. **CHANGES AND ADDITIONAL CHARGES:** SELLER reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by BUYER unless agreed upon in writing before the Products' delivery date. SELLER shall not be obligated to implement any changes or variations in the scope of work described in SELLER's scope of supply unless BUYER and SELLER agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of this Agreement including these Terms.
15. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by SELLER, BUYER agrees to permit prompt access to equipment. BUYER assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. BUYER is the operator and in full control of its premises, including those areas where SELLER employees or contractors are performing service, repair, and maintenance activities. BUYER will ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of any services. BUYER is the generator of any resulting wastes, including without limitation hazardous wastes. BUYER is solely responsible to arrange for the disposal of any wastes at its own expense. BUYER will, at its own expense, provide SELLER employees and contractors working on BUYER's premises with all information and training required under applicable safety compliance regulations and BUYER's policies. SELLER has no responsibility for the supervision or actions of BUYER's employees or contractors or for non-SELLER items (e.g., chemicals, equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under SELLER's control.
16. **LIMITATIONS ON USE:** BUYER will not use any Products for any purpose other than those identified in SELLER's catalogs and literature as intended uses. Unless SELLER has advised the BUYER in writing, in no event will BUYER use any Products in drugs, food additives, food, or cosmetics, or medical applications for humans or animals. In no event will BUYER use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. BUYER will not sell, transfer, export, or re-export any SELLER Products or technology for use in activities which involve the design, development, production, use, or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless BUYER has ordered Products specifying a California ship-to address, BUYER will not sell or deliver any SELLER Products for use in California. Any warranty granted by SELLER is void if any goods covered by such warranty are used for any purpose not permitted hereunder.
17. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise expressly agreed, BUYER is responsible for obtaining any required export or import licenses necessary for Product delivery. BUYER will comply with all laws and regulations applicable to the installation or use of all Product, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export or import licenses in connection with any subsequent export, re-export, transfer, and use of all Product and technology delivered hereunder. BUYER will not sell, transfer, export, or re-export any SELLER Product or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Product or technology in any facility which engages in activities relating to such weapons. BUYER will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to BUYER's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). BUYER agrees that no payment of money or provision of anything of value will be offered, promised, paid, or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for BUYER or for SELLER, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of BUYER's activities related to this Contract. SELLER asks BUYER to "Speak Up!" if aware of any violation of law, regulation, or our Code of Conduct ("CoC") in relation to this Contract. See

<https://www.veralointegrity.com> and <https://www.veralto.com/integrity-compliance> for a copy of the CoC and for access to our Helpline portal.

18. **RELATIONSHIP OF PARTIES:** BUYER is not an agent or representative of SELLER and will not present itself as such under any circumstances, unless and to the extent it has been formally screened by SELLER's compliance department and received a separate duly-authorized letter from SELLER setting forth the scope and limitations of such authorization.
19. **FORCE MAJEURE:** SELLER is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to SELLER by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, SELLER may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.
20. **ASSIGNMENT AND WAIVER:** BUYER will not transfer or assign this Contract or any rights or interests hereunder without SELLER's prior written consent. SELLER shall be permitted to assign and transfer this Contract and any ancillary agreement hereunder to an affiliate of SELLER so long as such affiliates are either Trojan Technologies Group ULC or Trojan Technologies Corp. Upon any assignment of this Contract the assignee shall have all rights, and be liable for all obligations and responsibilities, under this Contract. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract, will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
21. **FUNDS TRANSFERS:** BUYER and SELLER both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new mailing or banking transfer instructions. To avoid this risk, BUYER must verbally confirm any new or changed mailing or banking transfer instructions by calling SELLER and speaking with SELLER's Accounts Receivable Manager before transferring any monies using the new instructions. Both parties agree that they will not institute mailing or banking transfer instruction changes and require immediate payment under the new instructions, but will instead provide a ten (10) day grace period to verify any mailing or banking transfer instruction changes before any new or outstanding payments are due using the new instructions.
22. **LIMITATION OF LIABILITY:** None of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees will be liable to any BUYER Indemnified Parties under any circumstances for any special, treble, incidental, or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair, or replacement; lost profits, revenue, or opportunity; loss of use; losses resulting from or related to downtime of the Products or inaccurate measurements or reporting; the cost of substitute products; or claims of any of BUYER's Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees arising out of the performance or nonperformance hereunder, or SELLER's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products, will in no circumstance exceed the amount actually paid to SELLER for Products delivered hereunder.
23. **APPLICABLE LAW AND DISPUTE RESOLUTION:** All issues relating to the construction, validity, interpretation, enforcement, and performance of this agreement and the rights and obligations of SELLER and the BUYER hereunder shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein; provided that if SELLER is Trojan Technologies Corp., then the applicable governing laws shall be the State of New York and the applicable federal laws therein. Any provisions of the International Sale of Goods Act or any convention on contracts for the international sale of goods shall not be applicable to this agreement. The parties submit to and consent to the non-exclusive

jurisdiction of courts located in the Province of Ontario; provided that if SELLER is Trojan Technologies Corp., then the parties submit to and consent to the non-exclusive jurisdiction of courts located in the State of New York.

24. **ENTIRE AGREEMENT, MODIFICATION, & SURVIVAL:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, SELLER may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon SELLER unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of SELLER. SELLER rejects any additional or inconsistent Terms & Conditions of Sale offered by BUYER at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of SELLER's acceptance of BUYER's order for the described goods and services. All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those sections the survival of which is necessary for the interpretation or enforcement of these Terms, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.

TERMS AND CONDITIONS COVERING SALES OF CONFIGURED-TO-ORDER PROJECTS AND SYSTEMS

In addition to all terms and conditions above, unless otherwise addressed as part of SELLER's offer, the following sections apply to sales of Configured-to-Order Projects, Systems, and the like, except for any Aria Filtra Products:

101. PAYMENT.

101.1 Payments will be made per the schedule of payment events set forth in SELLER's offer; provided that if the Start-Up Date (as defined below) is less than 30 days after the Delivery Date, 90% of the purchase price is due before the Start-Up Date.

101.2. In the event that achievement of a scheduled payment event is delayed or suspended due to the BUYER's convenience or other reasons for which the BUYER or its representatives is responsible, such payment event will be deemed to have occurred and SELLER shall be entitled to invoice BUYER as if achievement of such payment event had been achieved. In such circumstances, BUYER must notify SELLER in writing of the reasons for the delay and anticipated duration of the delay. SELLER will mark the Products (or parts thereof) as the BUYER's property and BUYER shall make arrangements for a third party to store the Products at BUYER's cost.

102. DELIVERY

102.1 SELLER will request the BUYER to provide a firm date for delivery of the Products to the project site (the "Delivery Date") which SELLER will then use to establish the production schedule for the Products. The Delivery Date will then be binding on the BUYER except for any changes made in accordance with the provisions below.

102.2 SELLER reserves the right to reschedule the Delivery Date to a date prior to or subsequent to the scheduled Delivery Date in order to accommodate its shipping, production or other requirements. This right to reschedule will be applicable unless otherwise agreed to in writing by an authorized officer of SELLER. SELLER will provide the BUYER or its representative with a minimum of 24 hours' notice of any such rescheduling.

102.3 Where any change to the Delivery Date is made at BUYER's request and upon SELLER's agreement, for all purposes with respect to the warranty and payment requirements provided by SELLER in connection with the Products, the initial Delivery Date will be deemed to be the Delivery Date regardless of any change later made to the Delivery Date.

103. ACCEPTANCE

103.1 During the period between the Delivery Date and the Start-up Date, the BUYER shall prepare the Products and the project site for installation and start-up and, unless otherwise agreed in writing by an authorized representative of SELLER, shall complete acceptance testing with respect to the Products. The Products shall be deemed to be accepted on the earliest to occur

Trojan Technologies Group ULC
3020 Gore Road, London, Ontario, Canada N5V 4T7
• 1 519 457 3400 www.trojantechnologies.com

of the following dates (the "Acceptance Date"): (a) that date on which the Products can function in either manual or automatic operation and provide treatment in accordance with criteria specified in the Quotation, or (b) 60 days after the Delivery Date.

103.2 All amounts which remain owing by the BUYER for the Products, including any amount which is specified to be payable on the Acceptance Date, will be paid by the BUYER to SELLER within 30 days after the Acceptance Date, unless otherwise agreed in writing by an authorized representative of SELLER.

103.3 Written notification must be given by the BUYER to SELLER within seven days after the Acceptance Date listing any outstanding deficiencies with respect to the Products and SELLER will use all reasonable efforts to correct such deficiencies promptly.

104. START-UP

104.1 SELLER will request a firm date for start-up of the Equipment (the "Start-Up Date"). Trojan will then schedule its technician to be on-site for the Start-up Date. The Start-up Date is binding except for any changes made in accordance with the provisions below.

104.2 On the Start-up Date, BUYER must have the Equipment and site ready as provided in the Installation Preparation Checklist contained in the Contractor Installation Package sent to BUYER and must have paid all amounts then due and payable to SELLER.

104.3 BUYER can request a rescheduling of the Start-up Date by notifying SELLER in writing not less than three weeks prior to the Start-up Date. BUYER may request that the Start-up Date be extended but may not request that the Start-up Date be moved forward. SELLER requires a minimum extension period of two weeks between the existing Start-up Date and the requested new Start-up Date in order to reschedule its technician.

104.4 SELLER may, in its sole discretion, agree to reschedule the Start-up Date where a BUYER requests less than a two-week extension but is under no obligation to do so. In the event that SELLER does agree to less than a two-week extension or that BUYER requests more than two changes to the Start-up Date, BUYER will be charged an administration fee in an amount determined by SELLER.

104.5 SELLER reserves the right to reschedule the Start-up Date to a date which is prior to or subsequent to the scheduled Start-up Date in order to accommodate its resource availability. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide BUYER or its representative with a minimum of 72 hours' notice of any such change to the Start-up Date.

104.6 In the event that SELLER'S technician arrives at the project site and finds that the Equipment or the project site is not ready for start-up as defined in the Contractor Installation Package, or any amounts then due and payable to SELLER remain unpaid, BUYER may either:

(a) provided all amounts then due and payable to SELLER have been paid, issue a purchase order for all costs involved in having SELLER correct the deficiencies, or

(b) have SELLER'S technician leave the site and then reschedule the Start-up Date to a date when all deficiencies will be corrected, and the Equipment will be ready for start-up as defined in the Contractor Installation Package. If BUYER selects this option, the cost of rescheduling will be not less than a minimum amount specified by SELLER, with the final cost being determined by SELLER based on its costs and expenses incurred in connection with the rescheduling.

Rev. February 12, 2025

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL
TO REPAIR A PUMP MOTOR AT THE DRINKING WATER PLANT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Rapa Electric, Inc. to repair a pump motor at the Drinking Water Plant in the total estimated amount of \$10,750.00.
2. It is further recommended the City Council authorize a \$3,250.00 contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the repair of a pump motor at the Drinking Water Plant.
2. City Council authorizes a \$3,250.00 contingency.
3. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: March 17, 2025
Subject: Drinking Water Plant Pump Motor Repair
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Aaron Vis, Director of Public Works
Meeting Date: April 7, 2025

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Rapa Electric, Inc. to repair one 500-horsepower motor in the amount of \$10,750.00, plus a contingency of \$3,250.00, for a total amount of \$14,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant operates ten high service pumps that deliver clean, potable water to the City of Wyoming and its wholesale customers. One of these pumps is powered with a 500-horsepower motor that is over 50 years old and requires some minor maintenance and repairs.

Because of the motor's size and the complexity of the repair, four companies with the necessary specialized skills and equipment were contacted for a proposal. Each company was given the same scope of work to ensure a fair and competitive opportunity. Two companies declined the opportunity due to the repair exceeding their capabilities. Rapa Electric and HECO provided proposals with the costs summarized in the following tabulation.

After a review of the proposals, Rapa Electric was selected for offering the lowest price while meeting the repair requirements. With over 55 years of experience serving West Michigan, Rapa Electric provides state-of-the-art motor testing and repair services. They have successfully repaired similar motors for the Drinking Water Plant, and we are confident in their expertise.

TABULATION:

Proposer Name	Proposal Amount
Rapa Electric, Inc	\$10,750.00
HECO, Inc.	\$23,364.00

BUDGET IMPACT:

Adequate funds exist in Drinking Water Plant account #591-537-55300-930.000.

High Service Pump #4



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: Rapa Electric, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1173 Lincoln Road
[Contractor's street address]
Allegan, MI 49010
[Contractor's city, state & zip]

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

Effective Date means: April 8, 2025. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

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

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

City of Wyoming

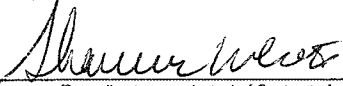
By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:


Heather Chapman, Deputy City Attorney

Rapa Electric, Inc.

By: 

[Signature officer, director, or principal of Contractor]
Shannon Wilcox

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

Date signed: 3/13, 2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-1/part-200>.

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

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

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

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

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

the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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

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

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does 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 any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. 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.

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

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

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

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply

with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

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

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.

OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.

ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.

BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

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

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



Rapa Electric Incorporated
 1173 Lincoln Road Allegan, Michigan 49010
 (269) 673-3157 Fax (269) 673-5811

Quote

Quote Number

RRQ13180

Attn

Tony Maslanka

cc

Phone:

(616) 377-8970 x

Fax:

Customer Information

WYOMING, CITY OF
 1155 28TH ST SW
 P O BOX 905
 WYOMING, MI 49509

Ship To Information

WYOMING, CITY OF
 1155 28TH ST SW
 P O BOX 905
 WYOMING, MI 49509

Quote Date: 2/18/2025

Customer ID: WYOMCI

Quoted By: S. WALCOTT

RFQ #:

Salesperson: TOM RAPA

Terms: Net 30

Nameplate Information

ID	RE1782
Motor-Make	GENERAL ELECTRIC
Motor-Model	5TS821156A1
Rating	500
RPM	1200
Frame	8211y
Rated V.	4000
Rated A.	57.0

ODE Brg#	SLEEVE
DE Brg#	SLEEVE
# of Phases	3
Frequency (Hz)	60
Type	TS
NEMA Code	E
Service Factor	1.15

Ship Via: Our Truck

Required Work: PICK UP MOTOR, DISMANTLE FOR COMPLETE RECONDITION, PERFORM INCOMING CORE TEST, CLEAN, REPAIR, RECONDITION COMPLETE, CLEAN AND PAINT ALL MAJOR PARTS, CLEAN/GRIND VARNISH/VPI OFF STATOR/FIELD, CLEAN/GRIND VARNISH/VPI OFF ROTOR/ARM, CHECK SHAFT RUNOUTS IN LATHE, PLATE SHAFT CARRIER FIT, PLATE D.E. BEARING JOURNAL, DYNAMIC PRECISION BALANCE ROTOR, INSPECT SLEEVE BEARINGS. ASSEMBLE ALL PARTS, INSTALL AND CONNECT HEATERS, PERFORM FINAL ELECTRICAL TEST, FINAL TEST RUN MOTOR AT FULL RATED VOLTS, DYNAMIC TRIM BALANCE UNIT, PERFORM VIBRATION SPECTRUM ANALYSIS, PREPARE, MASK, AND PAINT MOTOR, DELIVER MOTOR. *****ANY ADDITIONAL MACHINE WORK WOULD BE ADDITIONAL***

	Pick Up On	Lead Time	Total Price
Work Based on Straight Time:		3-4 WEEKS	\$10,750.00

PLEASE REMIT APPROVED QUOTE TO: info@rapaelectric.com ---NEW MOTORS SUBJECT TO PRIOR SALES--- ***QUOTE VALID FOR 30 DAYS*** ----MOTORS WILL BE SCRAPPED AFTER 60 DAYS AND INSPECTION FEES WILL BE INVOICED IF CUSTOMER DOES NOT REQUEST AN EXTENSION--

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **PO# (if not yet issued)** _____

RESOLUTION NO. _____

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

WHEREAS:

1. On March 18, 2025 bids were received for engineering services for phase 2 of the high service pump discharge valve replacement project at the Drinking Water Plant.
2. As detailed in the attached staff report, it is recommended City Council accept the bid received from Fishbeck in the total amount of \$89,760.00.
3. It is further recommended the City Council authorize a 10% contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a bid from Fishbeck for engineering services for the Drinking Water Plant discharge valve replacement project.
2. City Council authorizes the contingency.
3. City Council authorizes the City Manager to sign the contract.
4. City Council authorizes the City Manager to accept future amendments in accordance with the contract and budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: March 24, 2025

Subject: Engineering Services for DWP Discharge Valve Replacement

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: April 7, 2025

RECOMMENDATION:

It is recommended the City Council award the bid for Engineering Services for Phase 2 High Service Pump Discharge Valve Replacement Project to Fishbeck for \$89,760.00, plus a 10% contingency, for a total amount of \$99,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant operates ten high-service pumps that deliver clean, potable water to the City of Wyoming and its wholesale customers. In 2023, the City Council approved replacing four high-service discharge valves due to leaking valve seats and obsolete repair parts. Following the successful completion of the Phase 1 discharge valve replacement project, it is prudent to replace four additional valves of similar vintage and condition.

Utility staff prepared bidding documents for engineering services and construction oversight using a design-bid-build approach to replace these critical valves. Specifications for the engineering services were advertised on the City's website and the bid package was downloaded by 50 registered bidders. A pre-bid meeting was held on February 26, 2025, and two bids were received on March 18 as summarized in the tabulation.

Following a review of the bids, Fishbeck was identified as the lowest qualified bidder. With a strong track record of delivering high-quality engineering solutions for utility plants, we are

confident in their expertise and ability to successfully perform engineering services for the Phase 2 High Service Discharge Valve Replacement Project.

TABULATION:

Bidder Name	Bid Amount
Fishbeck	\$89,760.00
Donohue & Associates, Inc.	\$104,781.00

BUDGET IMPACT:

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

High Service Pump #1 Discharge Valve





ENGINEERING SERVICES FOR PHASE II HIGH SERVICE PUMP DISCHARGE VALVE REPLACEMENT PROJECT
PROFESSIONAL SERVICES CONTRACT
 CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Fishbeck
[Name of contracting entity]
 A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1515 Arboretum Drive, SE
[Professional's street address]
Grand Rapids, MI 49546
[Professional's city, state & zip]

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

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

Effective Date means: April 8, 2025

Proposal means Contractor's proposal attached as Exhibit B.

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

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

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

TERMS AND CONDITIONS

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

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

Standard Terms Sections 10-Materials and Equipment Information, Quality, Disposal, and Related Requirements, 11-Restoration, and 12-Access to Work do not apply this Contract.

4. If the Services include preparation of bid documents, Contractor must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Contractor. Any bid documents Contractor provides must show that Contractor or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

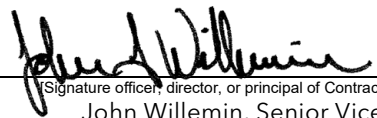
5. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

By: _____
 John Shay, City Manager

Contractor: Fishbeck

By: 
[Signature officer, director, or principal of Contractor]
John Willemin, Senior Vice President
[Typed/Printed Name & Title of Person Signing for Contracto

Date signed: _____, 20__

Date signed: March 17, 2025

Approved as to form: 

 Heather Chapman, Deputy City Attorney

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE TO
UPGRADE VIDEO RECORDING HARDWARE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from WSI Technologies to upgrade video recording hardware in the police interview rooms in the total estimated amount of \$26,820.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from WSI Technologies for video recording hardware.
2. City Council authorizes the City Manager to sign the quote.
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 April 7, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: March 28, 2025
Subject: Upgrade Video Recording Hardware in Police Interview Rooms
From: Captain Timothy Pols
CC: Chief Kim Koster
Meeting Date: April 7, 2025

RECOMMENDATION:

It is recommended City Council approves the purchase of upgraded audio/video recording hardware from WSI Technologies for approximately \$26,820 and authorize the City Manager to sign the purchase contract for this equipment. This equipment will replace aging recording equipment in four interview rooms within the Investigative Division at police headquarters.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Michigan law (MCL 763.8) mandates law enforcement agencies to create a time-stamped audiovisual recording of custodial interrogations involving suspects of major felonies. The Wyoming Police Department adheres to this requirement and extends the practice to record most other investigatory interviews, including those with victims and witnesses. These interviews typically occur in one of four designated interview rooms in the Investigative Division at the Police Department.

The current recording equipment, installed in 2017, is nearing the end of its serviceable life and has begun to show signs of unreliability, such as:

- Premature termination of recordings without user intervention.

- Poor audio quality.
- Excessive amplification of ambient noise.

These issues raise significant concerns about the reliability of this crucial equipment. Additionally, the current recording software is incompatible with Evidence.com, the platform used for storing and sharing evidentiary interviews.

To address these issues, we propose using grant funds to purchase upgraded hardware for the recording systems in our four interview rooms. This upgrade will resolve the current performance issues and integrate seamlessly with Evidence.com.

We recommend making this purchase from WSI Technologies as a sole source vendor. They are the vendor for our current interview recording equipment, and the new hardware would integrate with infrastructure already in place as well as with the platform used for storing and sharing evidentiary video of interview. Evidence.com video system.

BUDGET IMPACT:

The cost associated with this project is approximately \$26,820.00 and includes all necessary equipment, accessories, installation, and training for staff.

Thankfully, the cost for this project would be entirely funded by the 2024 Byrne Grant funds which have been recently awarded. The use of these funds for this purpose was previously approved by Council, subsequent to public comment, during the grant application process. If approved, necessary funds for this purchase will come from the Capital Outlay—Justice Assist Byrne Account #205-301-30500-973.000.

The annual warranty and maintenance fee, estimated at \$6,468, would be included with the maintenance and license agreements maintained by the Information Technology Department

Attachments:

Quote from WSI Technologies

iRecord Digital Video/Audio Recording System for Interviews

Prepared For: Lt. Chris Deboer - Wyoming MI PD

Prepared By: Steve Zitney

Proposed Solution: 4x Room Hardware Refresh

Date: 3/27/2025

QTY	DESCRIPTION			
iRecord Universe IP Recording System - Configured IR-Universe Systems				
1	Custom Workstation (Includes Keyboard and Mouse)			
Hardware Upgrade				
1	Secondary Evidence Vault (Backup Interview Capture Hard Drive)			
iRecord Cameras				
2	Axis 1CH Discreet Main Unit, Gen2 (Includes Surface Mount Bracket)			
2	Axis 4CH Discreet Main Unit, Gen2 (Includes Surface Mount Bracket)			
Pinhole Camera Sensor Accessories				
6	Axis Pinhole Sensor, Gen2			
4	PIR Enclosure			
4	Thermostat Enclosure			
6	1TB Micro SDXC			
iRecord Microphone				
4	AXIS Digital Microphone - Single Gang Wallplate , Gen2 (Includes Digital Audio Extension Kit)			
System Accessories				
1	Uninterruptible Power Supply 1000VA - For Single Workstation			
1	16-Port Gigabit Ethernet Unmanaged PoE Switch			
Installation and Training Services				
1	On Site Professional Services Includes dedicated project management, part delivery, installation and training. Excludes cable and cable installation			
Evidence.com Cloud Storage				
1	Evidence.com Integration - iRecord Universe - Per Year			
1	Evidence.com Integration Installation			
Extended Maintenance Options				
On-Site Coverage				
1	FOUR YEAR extended Warranty Option - \$6,468 due annually in years 2-5			
				SYSTEM TOTAL \$26,820.00

Terms and Conditions

- A** **ADDITIONAL AGREEMENTS:** Please see the separate documents *iRecord Scope of Work* (to be reviewed at pre-installation meeting), *Warranty Agreement*, and *Technical Services Agreement* if applicable.
TAXES: This quote does not include State and Local taxes. Customer to provide tax exempt certificate or taxes will be added to the invoice.
IR-CLOUD SUBSCRIPTION PAYMENT TERMS: Subject to anything in the Services Agreement to the contrary, Customer shall pay to Word Systems all amounts due hereunder in U.S. Dollars, and in full within thirty (30) days following Customer's receipt of Word Systems' invoice for cloud services. With respect to any amount due to WSI Technologies, which is not paid within thirty (30) days following the date of Customer's receipt of Customer's invoice, WSI Technologies may, in addition to any other rights it may have hereunder, apply interest at the rate of one and one-half percent (1½%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. In addition to the rights WSI Technologies has under this Agreement, if any amounts, which are not the subject of a good faith dispute, remain unpaid for ten (10) days after the invoice date due, Word Systems may, at its option, suspend access to, and cease providing the SaaS Solution until such time as Customer's account is made current.
USAGE: Word Systems monitors Customer's usage of the licensed SaaS Solution on a quarterly basis. If Customer's usage of the licensed SaaS Solution during any quarter exceeds such SaaS Solution's product usage limit, Word Systems reserves the right to (a) automatically upgrade Customer's licensed SaaS Solution product for the next renewal Subscription Term in accordance with Customer's actual usage, (b) invoice Customer on a quarterly basis for the excess usage, which shall be the difference between the prorated fees for the SaaS Solution product matching Customer's usage for the quarter and the prorated fees for the licensed SaaS Solution product.
B **EQUIPMENT/HARDWARE TERMS AND CONDITIONS** - Notwithstanding anything herein to the contrary, the following terms and conditions shall apply to all purchases of [Hardware].
DELIVERY: Please allow estimated 60-90 days from date of written purchase order (or date of first payment when applicable) for delivery.
RETURNS: Custom equipment orders may not be returned. Stock merchandise and accessories may be returned if in the original packaging provided a restocking fee of not less than twenty-five percent (25%) or such greater restocking fee as determined by WSI Technologies' supplier is paid by customer.
PAYMENT: Payment terms; 50% with order, 50% upon system installation. Special Payment Term requests need to submitted in writing.

QTY	DESCRIPTION
C	<p>LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SAAS SOLUTION, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SAAS SOLUTION, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WORD SYSTEMS' AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE SERVICES AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.</p> <p>D The Services Agreement, together with this price list and all of its attachments, license terms and conditions from the software manufacturer which are hereby incorporated by reference, constitutes the entire agreement with respect to its subject matter. No inconsistent or additional terms submitted by Customer in any purchase order or similar document will be binding on Word Systems.</p> <p>QUOTATION IS VALID FOR 90 DAYS Please mail purchase orders to WSI Technologies, 9045 River Road, Suite 125, Indianapolis, IN 46240, FAX-to 317-544-2192 or email to your salesperson.</p>
	<p>Customer Signature: PO#:</p>
	<p>Printed Name: Date:</p>
	<p>Title:</p>

Approved as to form:



Heather Chapman, Deputy City Attorney

STAFF REPORT

Date: March 11, 2025
Subject: Officers Compensation Commission Recommendation
From: Kelli A. VandenBerg, City Clerk
Meeting Date: April 7, 2025

The Officers Compensation Commission met on March 11, 2025, and passed a motion to increase the annual compensation of elected officials in the City of Wyoming. The recommended increase includes a 5% increase for the Mayor, a 3% increase for Mayor Pro Tem, and a 2.5% increase for councilmembers on July 1, 2025 and July 1, 2026. This recommended increase would result in the following annual rates:

	Mayor	Mayor Pro Tem	Councilmember	Annual Total*
Current	\$14,978.00	\$11,411.00	\$10,152.00	\$77,149.00
July 1, 2025	\$15,726.90	\$11,981.55	\$10,659.60	\$81,006.45
July 1, 2026	\$16,513.25	\$12,580.63	\$11,192.58	\$85,056.77

*The annual total includes Mayor (1), Mayor Pro Tem (1), and councilmembers (5).

The draft minutes of the Commission meeting are attached.

Under State law and our Charter, the City Council may reject the determination of the Commission within 30 days by a two-thirds vote. If the Council takes no action, or if a vote to reject fails, the Commission's determination will take effect. Under your rules of procedure, the request of two Councilmembers is required to place the item on the agenda for consideration.

Please let me know if you have any questions.

City of Wyoming
OFFICERS COMPENSATION COMMISSION
March 11, 2025

PRESENT: Karl Cuncannan, Dave Dishaw, Kofi Effraim, Robert Kilgo and Don Stypula

ABSENT: Steve Balk and Kim Grzeszak

STAFF: Kelli VandenBerg, City Clerk and Devyn Crane, Office Specialist II

The meeting was called to order at 3:01 p.m. by Clerk VandenBerg. Members introduced themselves and the clerk gave an overview of the duties of the commission.

Election of Officers

Motion by Dishaw, seconded by Cuncannan, CARRIED, to appoint Stypula as Chairperson. All ayes.

Motion by Dishaw, seconded by Kilgo, CARRIED, to appoint Effraim as Secretary. All ayes.

Approval of the Minutes

Motion by Dishaw, seconded by Kilgo, CARRIED, to approve the minutes of February 23, 2023. All ayes.

Public Comment

None.

Consideration of Elected Officials Compensation

Commission members reviewed the data provided by the Clerk and expressed support of an increase in compensation.

Motion by Dishaw, seconded by Effraim, CARRIED, to increase the compensation of elected officials as follows:

	FY 2025-26	FY 2026-27
Mayor	5%	5%
Mayor Pro Tem	3%	3%
Councilmember	2.5%	2.5%

The motion passed with four votes in favor and one abstention.

The clerk outlined the process for conveying the compensation recommendation to council, noting this would likely be presented at the April 7 council meeting.

There being no further business, the meeting adjourned at 3:21 p.m.

Kofi Effrain, Secretary

Kelli A. VandenBerg, City Clerk
Recording Secretary