



MICHIGAN

AGENDA
WYOMING CITY COUNCIL MEETING
GODWIN MERCADO
MONDAY, SEPTEMBER 15, 2025, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Rick South, Abundant Life Church of God
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 September 2, 2025, Regular Meeting and September 8, 2025, Work Session.
- 6) Approval of Agenda**
- 7) Public Hearings**
- 8) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. Prisoner of War/Missing in Action Recognition Day
 2. Sickie Cell Warrior Day
- 10) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 11) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 - 25-12 Acceptance of an Easement and Temporary Permit for Construction for 5575 Byron Center Ave SW (Waltrust Properties, Inc.)
- 12) Budget Amendments**
- 13) Consent Agenda**
All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.
- 14) Resolutions**
 - a) To Approve and Authorize the Mayor and City Clerk to Sign a Municipal Services Agreement for Pinery Park Apartment Housing Project

- b) To Direct the City Manager to Sign an Interlocal Agreement with Kent County Community Action to Accept and Administer Community Development Block Grant Funds
- c) To Update Procedures and Designate City Officials for the Fire Insurance Withholding Program Under Public Act 495

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

- a) To Approve and Authorize the City Manager and City Clerk to Sign an Amendment to the Colliers Engineering Design Contract for the Byron Center Avenue and 56th Street Dual Left-Turn Project
- b) To Accept a Quote for the Purchase of AEDs
- c) For the Purchase of Conference Room Chairs
- d) To Accept a Quote for the Purchase of Gear Lockers

16) Ordinances

- 11-25 To Amend Chapter 2, Article IV, Division 12 of the Code of Ordinances to Provide for a Service Charge In Lieu of Taxes for the Pinery Park Apartment Housing Project (Final Reading)
- 12-25 To Amend Zoning Code Sections 90-402A “Special permitted uses after special approval”, 90-407A “Special permitted uses after special approval”, 90-438A “Special permitted uses after special approval”, 90-407B “Principal Permitted Uses”, 90-408B “Permitted uses after special approval”, 90-412B “Principal Permitted Uses”, 90-413B “Special Uses”, 90-424B “Permitted Uses”, 90-412C “Special Uses”, 90-1309 “Building height transition area”, 90-2100 “Applicability” (First Reading)
- 13-25 To Amend Section 34-1 Definitions and Section 34-3 of the City Code to Adopt The International Fire Code, 2024 Edition, by Reference Together with Certain Amendments and Appendices (First Reading)
- 14-25 To Amend Chapter 14-Businesses, Article IV-Alcoholic Liquor Businesses, Sec. 14-42-Requirements for on-Premises Consumption Licenses to Add a New Paragraph (h) to Allow Godwin Mercado to Serve Alcoholic Beverages (First Reading)
- 15-25 To Amend Chapter 50-Offenses and Miscellaneous Provisions Article II-Offenses Affecting Governmental Functions Section 50-36 - Possession or Consumption of Alcoholic Liquor in Public Parks and Places of Amusement is Amended to Add a New Paragraph (4) to Allow Godwin Mercado to Serve Alcoholic Beverages (First Reading)

17) Informational Material

18) Acknowledgment of Visitors

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

19) Closed Session (as necessary)

20) Adjournment

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

Special Accommodations – Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the city clerk at either Clerk_info@wyomingmi.gov 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.

PROCLAMATION

**PRISONER OF WAR/MISSING IN ACTION
RECOGNITION DAY
September 19, 2025**

WHEREAS, the United States has fought in many wars, one of the longest was the Vietnamese Conflict, and

WHEREAS, Friday, September 19, 2025, is a day of remembrance for those who suffered as prisoners of war or are still missing as a result of any conflict, and

WHEREAS, although cooperation has increased within the past few years, there are still over 1,700 American servicemen and civilians including 48 from the State of Michigan missing and unaccounted for in Southeast Asia. The uncertainty surrounding their fates has caused their families to suffer great hardship, and

WHEREAS, increasing public awareness and focusing public attention on this issue is one way to help achieve this goal, and

NOW, THEREFORE, I, KENT VANDERWOOD, Mayor of the City of Wyoming, do hereby proclaim Friday, September 19, 2025, as

PRISONER OF WAR/MISSING IN ACTION RECOGNITION DAY

in the City of Wyoming, and urge all of our citizens to take note of this important issue and remember those servicemen and civilians who were prisoners of war and those who are still missing and to commemorate the day with appropriate activities.

KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan

PROCLAMATION

SICKLE CELL WARRIOR DAY

September 20, 2025

WHEREAS, sickle cell disease is a serious, inherited blood disorder that affects millions of people worldwide, primarily impacting African Americans, and

WHEREAS, over 4,000 individuals in Michigan are living with the disease, and approximately 1 in every 320 Black infants born in Michigan are affected, and

WHEREAS, Saturday, September 20, 2025, is the inaugural Sickle Cell Walk & Roll and Fun Fair to raise awareness and provide support for individuals and families affected by the disease, and

WHEREAS, this event will increase public awareness and focus public attention on this issue while also celebrating the strength and resilience of sickle cell warriors in the community, and

NOW, THEREFORE, I, KENT VANDERWOOD, Mayor of the City of Wyoming, do hereby proclaim Saturday, September 20, 2025, as

SICKLE CELL WARRIOR DAY

in the City of Wyoming and urge each individual in our community to take note of this important issue and support education and awareness for sickle cell disease.

KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan

CITY OF WYOMING

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

September 15, 2025

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 25-12

Subject: Acceptance of an Easement and Temporary Permit for Construction for 5575
Byron Center Avenue, SW (Waltrust Properties, Inc.)

Councilmembers:

Waltrust Properties, Inc., owner of 5575 Byron Center Avenue, SW, has submitted the following described Easement and Temporary Permit. The Easement conveys permanent access rights to the City of Wyoming to construct a non-motorized path. The Temporary Permit will allow additional access for construction and grading purposes for the widening of 56th Street to accommodate dual left-turn lanes on Byron Center Avenue in 2026. The Easement and Temporary Permit area are shown on the attached Estimate of Just Compensation drawing.

Grantor:	Waltrust Properties, Inc.
Parent Parcel:	41-17-33-276-031
Right-of-way Size	1,681 sf - Easement 1,051 sf - Temporary Permit
Consideration:	\$50,988

It is recommended that the City Council accept the attached Easement and Temporary Permit which have been approved as to form by the City Attorney.

Respectfully submitted,



John Shay
City Manager

Attachments: Easement
Temporary Permit
Estimate of Just Compensation

RIGHT-OF-WAY EASEMENT

Parcel No. 41-17-33-276-031

Waltrust Properties, Inc., a Delaware corporation, PO Box 1159, Deerfield, IL 60015, (**Grantor**), in exchange for the payment of Fifty Thousand Two Hundred Dollars and 00 Cents (\$50,200.00), the adequacy and receipt of which is acknowledged, grants, warrants and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) a permanent easement in, on, over, and under the real property described and depicted on the attached **Exhibit A** (the **Easement Area**) for public right-of-way and utility purposes including, without limitation, for constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, roads, streets, sidewalks, motorized and nonmotorized pathways, water, sanitary sewer, storm sewer, electric power, natural gas, telecommunications, streetlighting, traffic signals and signs, and any other utilities including, for expansion and not for limitation, all appurtenant or related lighting, fencing, seating, shelters, snowmelt and irrigation systems, piping, lines, chambers, other fixtures and facilities, landscaping, artistic or other aesthetic elements, manholes, power lines, meters, access panels, valves, and switches, subject to the following:

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

Signatures on next page

DATED: Sept 8, 2025

Approved as a form:

Gregory J. Streimers
Attorney for the City of Wyoming

GRANTOR:

Waltrust Properties, Inc.,
a Delaware corporation

[Signature]
By: Richard N. Steiner *js*

Its: Senior Director and Managing Counsel

STATE OF Illinois)

)ss.

COUNTY OF Lake)

The foregoing instrument was acknowledged before me in Lake County, Illinois on this 21st day of August 2025, by Richard N. Steiner the Senior Director and Managing Counsel of Waltrust Properties, Inc., a Delaware corporation.

Semonida Lika *SL*, Notary Public
Lake County, Illinois
Acting in Lake County, Illinois
My Commission Expires: 1/11/27



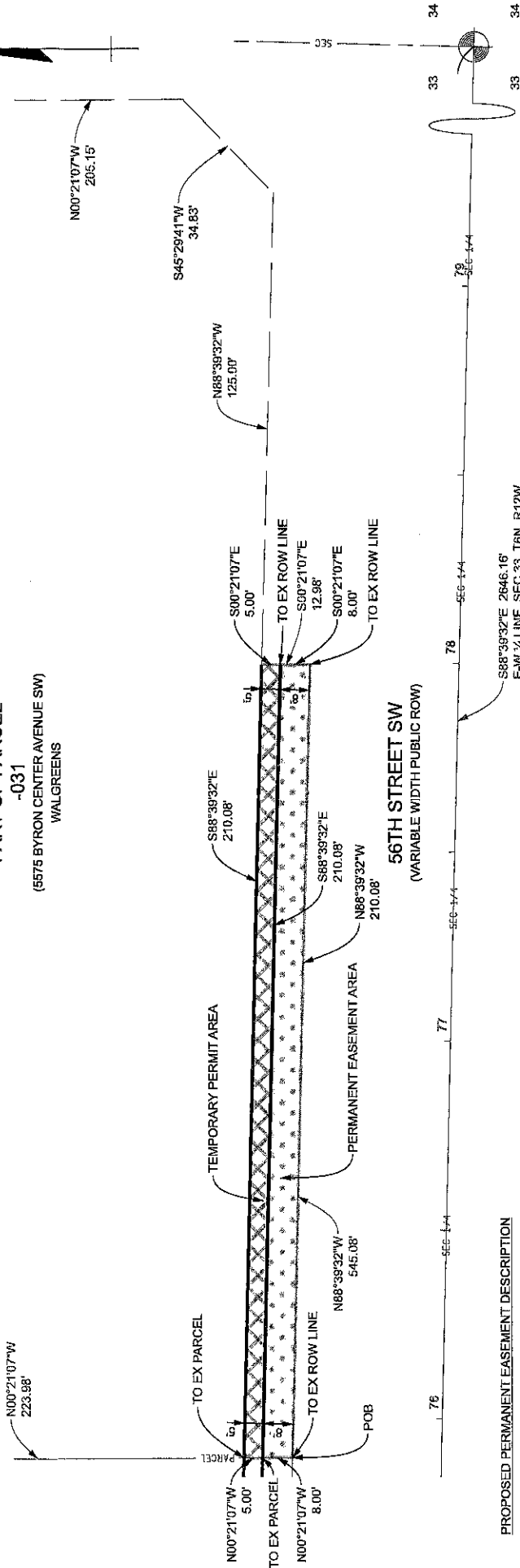
Prepared by:
Deborah S. Poeder
Land Matters
488 Kinney Ave., NW
Grand Rapids, MI 49534

Legal Description prepared by:
Colliers Engineering
& Design, Inc.
560 5th Street, NW, Suite 305
Grand Rapids, MI 49504

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

EXHIBIT "A"
41-17-33-276-031

PART OF PARCEL
-031
(5575 BYRON CENTER AVENUE SW)
WALGREENS



PROPOSED PERMANENT EASEMENT DESCRIPTION

SITUATION IN SECTION 33, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE PROPERTY PARCEL AND PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 21'07" WEST 8.00 FEET ALONG THE PARCEL LINE; THENCE SOUTH 88 DEGREES 39'32" EAST 210.08 FEET PARALLEL TO THE PLACE OF BEGINNING; THENCE SOUTH 88 DEGREES 39'32" EAST 210.08 FEET PARALLEL TO THE PLACE OF BEGINNING; THENCE SOUTH 88 DEGREES 39'32" EAST 8.00 FEET ALONG THE EASTERLY EXISTING RIGHT OF WAY OFFSET SHIFT; THENCE SOUTH 00 DEGREES 21'07" EAST 8.00 FEET ALONG THE EASTERLY EXISTING RIGHT OF WAY OFFSET SHIFT TO THE EXISTING SOUTHERLY RIGHT OF WAY; THENCE NORTH 88 DEGREES 39'32" WEST 210.08 FEET ALONG THE EXISTING SOUTHERLY RIGHT OF WAY TO THE PLACE OF BEGINNING.

CONTAINS 1681 SQUARE FEET

PROPOSED TEMPORARY PERMIT DESCRIPTION

SITUATION IN SECTION 33, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

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CONTAINS 1051 SQUARE FEET

SUBJECT PARCEL DESCRIPTION (PER BEST HOMES TITLE AGENCY, LLC COMMITMENT NO. BH-249634)

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN:

THAT PART OF THE NORTHEAST 1/4, SECTION 33, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 33; THENCE NORTH 88 DEGREES 39' 32" WEST 410.08 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH 00 DEGREES 20' 05" WEST 40.02 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 20' 05" WEST 223.98 FEET; THENCE SOUTH 88 DEGREES 39' 32" EAST 359.98 FEET; THENCE SOUTH 00 DEGREES 21' 07" EAST 186.98 FEET; THENCE SOUTH 45 DEGREES 29' 41" WEST 34.83 FEET; THENCE NORTH 88 DEGREES 39' 32" WEST 124.98 FEET; THENCE SOUTH 00 DEGREES 21' 07" EAST 13.01 FEET; THENCE NORTH 88 DEGREES 39' 32" WEST 210.07 FEET TO THE PLACE OF BEGINNING



Colliers
Engineering
& Design



CITY OF WYOMING
KENT COUNTY, MICHIGAN

DATE: 01/28/2025
JN: 214527

LOCATED IN: SECTION 33

TOWN 6 NORTH, RANGE 12 WEST
CITY OF WYOMING, KENT COUNTY, MICHIGAN

SHEET

CITY OF WYOMING
TEMPORARY PERMIT
Parcel No. 41-17-33-276-031

The Grantor, **Waltrust Properties, Inc.**, a Delaware corporation, whose address is P.O. Box 1159, Deerfield, IL 60015

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 a Temporary Permit to change existing land contours, to remove and/or install trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required for the 56th Street and Byron Center Improvement Project. All areas disturbed by the work in the Temporary Permit area will be properly restored. During construction, the contractor will maintain continuous access to one half of the driveway at all times, that will allow vehicular access. The Temporary Permit area is located on property in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Temporary Permit Area (Parcel No. 41-17-33-276-031)

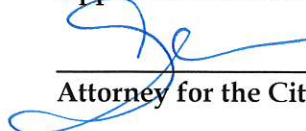
The Temporary Permit as referenced herein is granted and conveyed for the full consideration of **Seven Hundred Ten Dollars and 00 Cents (\$710.00)**.

The Temporary Permit, including all rights granted or inferred, shall be effective as of the date the City of Wyoming commences work within the Temporary Permit Area and shall remain effective for one year.

IN WITNESS, WHEREOF, the undersigned have hereunto set their hand this day and year as referenced herein.

DATED: Sept 8, 2025

Approved as a form:


Gregory T. Stremers
Attorney for the City of Wyoming

GRANTOR:
Waltrust Properties, Inc.,
a Delaware corporation

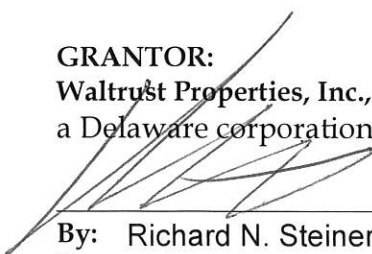

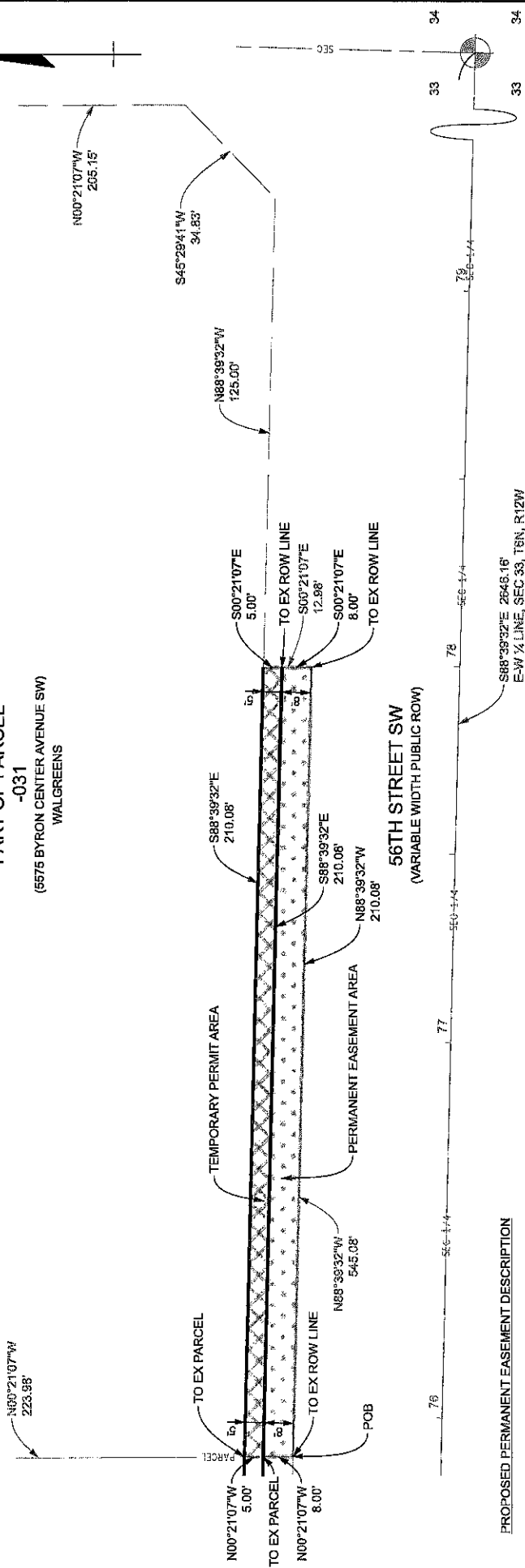

By: Richard N. Steiner
Its: Senior Director and Managing Counsel 

EXHIBIT "A"
41-17-33-276-031

PART OF PARCEL
-031
(5575 BYRON CENTER AVENUE SW)
WALGREENS



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CONTAINS 1681 SQUARE FEET

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CONTAINS 1051 SQUARE FEET

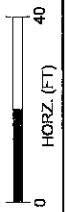
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Colliers
Engineering
& Design



CITY OF WYOMING
KENT COUNTY, MICHIGAN

DATE: 01/28/2025
JIN: 214527

LOCATED IN: SECTION 33

TOWN 6 NORTH, RANGE 12 WEST
CITY OF WYOMING, KENT COUNTY, MICHIGAN

SHEET

CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

PROJECT: City of Wyoming – 56th Street and Byron Center Improvement Project

SITE DATA:

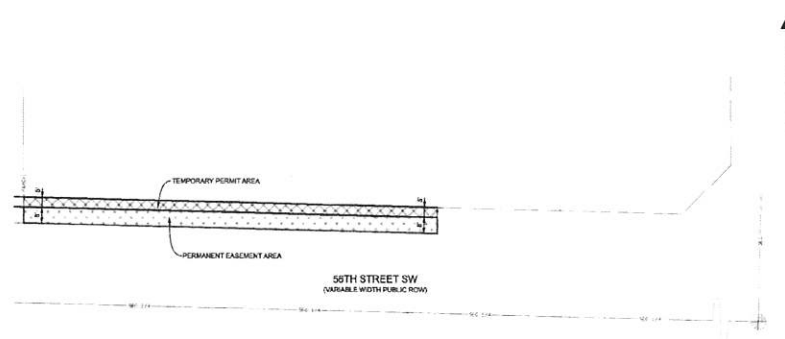
Permanent Parcel No.: 41-17-33-276-031

Parcel: Waltrust Properties, Inc.

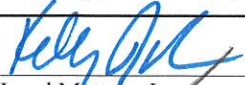
Land Use: Commercial – Improved Size: 2.020 ac (total)

Address: 5575 Byron Center Ave. SW

Zoning: 201

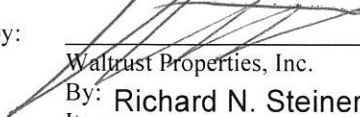
<p>ACQUISITION DESCRIPTION: Values based on an Appraisal prepared by Integra RealtyResources.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Easement:</u> An 8' rectangular piece of property adjacent to the 56th Street SW ROW, as shown.</p> <p style="text-align: center;">Area: 1,681 sft</p> <p><u>Temporary Permit:</u> A 5' rectangular piece of property adjacent to the proposed Easement along 56th Street SW ROW, as shown.</p> <p style="text-align: center;">Area: 1,051 sft</p> </div>	<p>SKETCH:</p> <div style="text-align: right; margin-bottom: 10px;">North ↑</div> 
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COMPUTATION OF VALUE:	
LAND ACQUISITION, EASEMENT 1,681 sft (Area) - Appraisal	\$ 50,200.00
LAND ACQUISITION, TEMPORARY PERMIT 1,051 sft (Area) - Appraisal	\$ 710.00
ADMINISTRATIVE SETTLEMENT Counteroffer for temporary permit to be paid at 10% instead of 9%	\$ 78.00

Signed: 
Land Matters, Inc.
Kelly Jacobsen

For information call 616.791.9805

\$ 50,988.00

Agreed to by: 
Waltrust Properties, Inc.
By: **Richard N. Steiner**
Its: **Senior Director and Managing Counsel**

Type text here

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING MAYOR AND CITY CLERK TO SIGN MUNICIPAL SERVICES AGREEMENT FOR PINERY PARK APARTMENT HOUSING PROJECT

WHEREAS:

1. Pinery Park Apartments Limited Dividend Housing Association LLC and GL Holding LLC propose development of housing projects on property at 2300 Newstead Avenue and are seeking certain incentives from the Michigan State Housing Development Authority (**MSHDA**); and
2. To qualify for those incentives, it is necessary for the City to approve an exemption from *ad valorem* general property taxes for the project and the property on which it will be located; and
3. MSHDA allows the payment to the City of a municipal services fee pursuant to a municipal services agreement to partially pay the cost of municipal services provided by the City to the project and the property on which it is located.

NOW, THEREFORE BE IT RESOLVED:

1. The Municipal Services Agreement for the Pinery Park Apartment Housing Project is approved in substantially the form provided in the agenda with this resolution contingent on the approval of Ordinance 11-25 (Tax Exemption and Service Charge For Pinery Park Apartment Housing Project). The Mayor and City Clerk are authorized and directed to that agreement on behalf of the City.
2. 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

CERTIFICATION

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on September 15, 2025.

Date: _____, 2025

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Attachment: Municipal Services Contract

Staff Report

Date: August 12, 2025

Subject: Pinery Park Apartments PILOT Request

From: Nicole Hofert, Director of Community and Economic Development

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager

Meeting Date: August 18, 2025 (first reading) and September 15, 2025 (second reading)

RECOMMENDATION

Approve ordinance entitled, "Ordinance To Amend Chapter 2, Article Iv, Division 12 Of The Code Of Ordinances To Provide For A Service Charge In Lieu Of Taxes For The Pinery Park Apartment Housing Project." (August 18, 2025 (first reading) and September 15, 2025 (second reading))

Approve resolution entitled, "Resolution Approving And Authorizing Mayor And City Clerk To Sign Municipal Services Agreement For Pinery Park Apartment Housing Project." (September 15, 2025 meeting)

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
 - GOAL 4 – Encourage more affordable housing in the city.

DISCUSSION

Pinery Park Apartments Limited Dividend Housing Association LLC (Pinery Park Apartments) is proposing to reinvest in and add new units to its property located at 2300 Newstead Avenue SW utilizing the Low-Income Housing Tax Credits (LIHTC) issued by the Michigan State Housing Development Authority ("MSHDA").

The development would include renovation of the existing 105-unit senior multifamily building built in 1979. This multifamily building provides a key community resource for elderly and disabled residents. Twenty four percent (24%) of the units in the building are currently occupied by residents that are both elderly and disabled, with an additional forty-five percent (45%) being elderly only and thirty percent (30%) being disabled only. Sixty-four (64%) of the building's residents are over the age of 62, with a median resident age of 66.

The property serves some of the lowest income individuals in the City of Wyoming. Over ninety percent (90%) of the residents at Pinery Park have incomes below \$25,000, with over sixty-five percent (65%) of residents earning incomes of less than \$15,000. The resident demographics highlight the importance of preserving the affordable housing resource of Pinery Park Apartments.

The renovation of the senior building is estimated to cost \$5,535,200 and include updates to units (including bathroom, HVAC, and kitchen upgrades and repairs) as well as window and door replacements. The renovation also will include brick repairs, roofing replacement, lighting upgrades, carpeting and paint, and exterior upgrades including parking lot and sidewalk repairs.

The project also includes the replacement of four town-home buildings (and its 20 units) with a new 37-unit multifamily building.

In order to assist with the feasibility of the project, the developer is requesting a property tax exemption in conjunction with other assistance from the Michigan State Housing Development Authority (MSHDA). Under the proposed PILOT ordinance and municipal services agreement, the owning entity will pay the City 1% of total shelter rents as a payment in lieu of taxes (PILOT) and 3% of the total shelter rents as a municipal services agreement (MSA). These payments will be made and the tax exemption will remain in effect as long as the 45-year MSHDA loan funding agreement is in existence.

The timing of this approval process is designed to be completed by October 2025, in order for the developer to meet the 9% application round at MSHDA.

BUDGET IMPACT

Following is a breakdown of historical property tax revenue generated by the subject project with a comparison to the estimated shelter rent and associated PILOT and MSA payments the City will receive annually.

	Property Tax Payment	PILOT Payment	MSA Payment	Total Property Owner Payment	Total City Revenue
2024	\$208,528	N/A	N/A	\$208,528	\$39,056
2025 (Estimate)	\$213,310	N/A	N/A	\$213,310	\$40,063
2026 (Estimate)	N/A	\$14,326	\$42,979	\$57,305	\$45,694
2027 (Estimate)	N/A	\$14,748	\$ 44,243	\$58,990	\$47,038

MUNICIPAL SERVICES CONTRACT
(Pinery Park Apartment Housing Projects)

This Municipal Services Contract is made as of September 15, 2025, among the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509 (**City**), and Pinery Park Apartments Limited Dividend Housing Association LLC, a Michigan limited liability company, of 3410 Belle Chase Way, Ste 600, Lansing, MI 48911 and GLTC Partners LLC, a North Dakota limited liability company, of 4530 E Thousand Oaks Blvd, Suite 100 Westlake CA 91362, together with its affiliates and its permitted successors and assigns (**Sponsors**).

RECITALS

A. Sponsors plan to apply for low-income housing tax credits from the Michigan State Housing Development Authority (the **Authority**) and a first mortgage loan from a government-sponsored enterprise lender or another institutional lender (the **Mortgage Loan**) in order to develop the following described low- and moderate-income of the housing development (**Project**) on the following described property (**Property**).

Projects Description: *Projects* means the 4% Project and 9% Project, as defined below, for low-income persons and families and related amenities and development located on the Property to be acquired, constructed, owned and operated by Pinery Park Family Apartments LDHA, Limited Partnership, a Michigan limited partnership (**4% Owner**) and Pinery Park Senior Apartments LDHA, Limited Partnership, a Michigan limited partnership (**9% Owner** and, together with the 4% Owner, **Co-Owners**), respectively, subject to any income and rent restrictions, including but not limited to under the LIHTC Program and any state or federal Regulatory Agreements (the **Use Restrictions**), to consist of:

(1) For the substantial renovation of the existing Senior Building, a 2-story, 105-unit (99 one-bedroom and 6-two-bedroom units) multi-family building, on the south side of the Project Property as depicted in the shaded area on the Pinery Park Apartments Location map referred to in subsection (3), with indoor community space and outdoor amenities. The estimated gross building area is 66,987 square feet. Amenities include a community room, office and storage areas. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities include outdoor seating areas (**4% Project**).

(2) For the demolition of the existing townhomes and construction of the new multifamily building, one 3-story building with 37 units (12 one-bedroom, 19 two-bedroom and 6 three-bedroom units), on the north side of the Project Property, with outdoor amenities. The estimated gross building area is 42,474 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Amenities will include a community room, lounge areas, office, work room and utility room. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities will include a patio with a grill and picnic area (**9% Project**).

(3) All improvements will be generally in accordance with the set of site plan documents dated August 11, 2025 for site plan approval provided by Callen Engineers and by other drawings and documents prepared by Bobby Byrd, Sisal, on file with the Wyoming Department of Community and Economic Development at the time of the Wyoming City Council meeting on August 18, 2025.

B Property Description: That part of the Northeast 1/4 of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section 11; thence South 02 degrees 29 minutes East 1624.51 feet along the West line of said Northeast 1/4; thence North 87 degrees 32 minutes East 195.06 feet to the place of beginning

of this description; thence North 02 degrees 28 minutes West 248.56 feet along the East line of Michael Avenue; thence Easterly along the Southerly line of former Railroad right-of-way (66.00 feet wide) a distance of 134.82 feet, along a 1465.99 foot radius curve to the left, the chord of which bears North 76 degrees 15 minutes East 134.76 feet; thence South 02 degrees 31 minutes East 22.33 feet to the Southwest corner of Lot 24 of MARY A. WHALEN'S PLAT; thence North 87 degrees 29 minutes East 162.35 feet along the Southerly line of said Lot 24 and its extension thereof; thence South 02 degrees 31 minutes East 225.02 feet along the centerline of Godfrey Avenue extended; thence North 87 degrees 29 minutes East 163.16 feet; thence South 02 degrees 28 minutes 45 seconds East 881.51 feet along the East line of the West 1/4 of the Northeast 1/4 of said Section 11; thence South 87 degrees 32 minutes West 134.05 feet to the East line of Godfrey Avenue (60.00 feet wide); thence South 89 degrees 50 minutes 30 seconds West 192.38 feet along the North line of the South 200.00 feet of said Northeast 1/4; thence North 02 degrees 28 minutes West 702.97 feet along the East line of MAREK PRIEST PLAT and its extension; thence South 87 degrees 32 minutes West 131.80 feet; thence North 02 degrees 28 minutes West 142.93 feet to the Place of Beginning.

- C. The State Housing Development Authority Act of 1966, 1996 PA 346, MCL 126.1401 *et seq.* (the "**Act**"), empowers municipalities to grant property tax exemptions for such housing developments.
- D. City has adopted Ordinance No. 11-25 providing that the Project is eligible for a property tax exemption under the Act, a copy of which is attached as **Exhibit A** (the "**Ordinance**").
- E. City wishes to ensure Sponsor acquires, constructs, owns, and operates the Project as described above within the promised time.
- F. Sponsor and Co-Owners wish to ensure municipal services will be provided to Project residents throughout the period when the Project is exempt from property taxes.

TERMS AND CONDITIONS

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

1. Development. Co-Owners will begin construction of the respective Projects on the Property no later than December 31, 2026.
 - A. If construction has not begun (by the pouring of footings and foundations following the issuance of building permits for the 9% Project or other improvements to the 4% Project), by December 31, 2026, the City Council may choose to repeal the Ordinance and terminate this Agreement.
 - B. Before undertaking action to do so, City shall give Sponsor and the Authority written notice of the meeting at which such action will be considered and provide Sponsor and the Authority an opportunity to address the City Council before any such action is formally considered.
2. Municipal Services. City shall provide municipal services to the Property, the respective Projects, and the respective Projects' occupants just as it does for all similar property in its jurisdiction.
3. Municipal Services Fee.
 - A. To the extent permitted by law, there shall be paid to City a municipal services fee equal to 3.0% of the Annual Shelter Rent (as defined in the Ordinance) collected for the Project during each operating year.
 - B. The annual municipal services fee for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year and thereafter will be subject to interest and penalties shall be collectible in the same manner as for *ad valorem* property taxes under the City Charter, this Code of Ordinances, and the general property tax act, 1893 PA 206, MCL 211.1 *et seq.*
 - C. The amounts paid pursuant to this contract shall be in addition to the amounts paid pursuant to the Ordinance.
4. Annual Reporting. Beginning in the year in which Sponsor first receives the benefit of the tax exemption granted under the Ordinance (the **Tax Exemption**), Sponsor annually submit to City's assessor on or before April 30 an audit report showing the Annual Shelter Rent collected and the utilities paid by Sponsor in the prior year.

5. Term. This contract shall take effect as of the date first written above and shall remain in effect for each year that the tax exemption provided under the Ordinance remains in effect.

6. General Provisions.

A. Any notice, request or other communication given pursuant to this contract to any party shall be in writing and shall be deemed given when (i) delivered personally, (ii) when actually delivered by FedEx, UPS or similar delivery service, or (iii) when delivered and acknowledged by e-mail to the other party at the addresses first set forth above, unless the other party has designated in writing a different address for the serving of notices by a notice given in compliance with this subsection 6.A.

B. This is the entire agreement between the parties as to its subject matter. It supersedes and replaces all prior agreements. It cannot be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

C. This contract and the rights and obligations of the parties under this contract shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.

E. The captions are for reference only and shall not affect the interpretation of this contract. However, the recitals are an integral part of this contract.

F. This contract and the rights and obligations under this contract are unassignable and non-transferable without the consent of the other parties; provided, however, any assignment or transfer by Sponsor shall be deemed a "permitted transfer" and shall not require the consent of the City provided any Use Restrictions remain in full force and effect and the transferee assumes in writing any obligations of Sponsor under this contract and the Use Restrictions and this contract shall be binding upon any successors or permitted transferees of the parties.

G. This contract shall be enforceable only by the parties and their respective successors and permitted transferees and no other person shall have the right to enforce any provision.

H. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver of such right or any other right; a waiver on any one occasion shall not be construed as a bar to or waiver of any subsequent breach of the same or any other provision of this contract on a future occasion.

I. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of 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, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

J. A copy of this contract shall be recorded with the Kent County Register of Deeds.

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

CITY OF WYOMING

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Approved as to form:

Greg Stremers, City Attorney

**STATE OF MICHIGAN
COUNTY OF KENT**

On _____, 2025, Kent Vanderwood and Kelli A. VandenBerg, known to me as the Mayor and Clerk, respectively for the City of Wyoming, acknowledged their signatures before me.

*

Notary public, Kent County, MI

Acting in Kent County, MI

My commission expires: _____

PINERY PARK APARTMENTS LIMITED DIVIDEND HOUSING ASSOCIATION LLC

By: GL Holdings, LLC
Its: Managing Member

By: California Commercial Investment Brokerage, Inc.
Its: Managing Member

By: *Danielle Hastie*
Danielle Hastie, Vice President

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

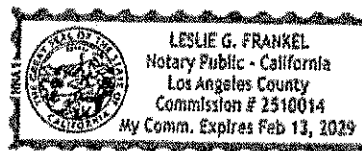
Leslie G. Frankel, Notary Public

On September 14, 2025 before me, _____ personally appeared Danielle Hastie, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Leslie G. Frankel* (Seal)



GLTC PARTNERS, LLC

By: California Commercial Investment
Brokerage, Inc.
Its: Managing Member

By: *Danielle Hastie*
Danielle Hastie, Vice President

By: California Commercial Multi-Family,
Inc.
Its: Managing Member

By: *Danielle Hastie*
Danielle Hastie, Secretary

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

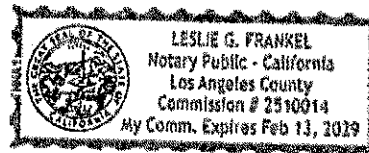
State of California
County of Los Angeles

On September 14 2025 before me, Leslie G. Frankel, Notary Public
personally appeared Danielle Hastie, who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

WITNESS my hand and official seal.

Signature *Leslie G. Frankel* (Seal)



No state or county transfer tax is due because no interest is conveyed by this document.

Drafted by:
Greg Stemers, City Attorney
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

When recorded, return to:
Kelli A. Vandenberg, City Clerk
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Exhibit A: Ordinance No. 11-25

EXHIBIT A

ORDINANCE NO. 11-25

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, DIVISION 12 OF THE CODE OF ORDINANCES TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR THE PINERY PARK APARTMENT HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. That Chapter 2, Article IV, Division 12 of Code of Ordinances, City of Wyoming, Michigan, is amended to read as follows:

DIVISION 12
TAX EXEMPTION AND SERVICE CHARGE FOR PINERY PARK
APARTMENT HOUSING PROJECT

Sec. 2-310.21. Purpose.

(a) Pursuant to section 15a of the Act, MCL 125.1415a, the city may encourage the development of low- and moderate-income housing by providing a service charge in lieu of property taxes. The city is authorized by that statute to establish or change the service charge to be paid in lieu of taxes by classes of housing exempt from property taxation under that statute at an amount the city chooses, not to exceed the taxes that would be paid.

(b) The city finds that (i) housing low income persons and families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of project will further related public purposes that enhance the city such as provision of affordable and supportive housing units.

(c) The Sponsors have offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct the Project, which will then be owned and operated as detailed in the definition of the Projects, to serve low income persons and families and the Sponsors have offered to pay the city on account of the Projects an annual service charge for public services in lieu of all *ad valorem* property taxes.

Sec. 2-310.22. Definitions.

(a) *Act* means the State Housing Development Authority Act of 1966, 1966 PA 346, 125.1401 *et seq.*

(b) *Authority* means the Michigan State Housing Development Authority.

(c) *Annual Shelter Rent* means the total collections during an agreed annual period from or paid on behalf of all occupants of each of the Projects for rent or occupancy charges, exclusive of Utilities charges.

(d) *LIHTC Program* means the Low-Income Housing Tax Credit program administered by the Authority under section 42 of the United States Internal Revenue Code of 1986, 26 USC §42.

(e) *Low income persons and families* means persons and families eligible to move into a housing project.

(f) *Mortgage Loan* means the loan(s) from a government-sponsored enterprise lender or another institutional lender to the Sponsors and/or other owners for the acquisition, construction, and/or permanent financing of the Projects on the Project Property and secured by mortgages on all or parts of the Projects.

(g) *Projects* means the 4% Project and 9% Project for low-income persons and families and related amenities and development located on the Project Property acquired, constructed, owned and operated by the Sponsors subject to any income and rent restrictions including but not limited to those under the LIHTC Program and any state or federal Regulatory Agreements (the *Use Restrictions*), to consist of:

(1) For the substantial renovation of the existing senior building, a 2-story, 105-unit (99 one-bedroom and 6-two-bedroom units) multi-family building, on the south side of the Project

Property as depicted in the shaded area on the Pinery Park Apartments Location map referred to in subsection (3), with indoor community space and outdoor amenities. The estimated gross building area is 66,987 square feet. Amenities include a community room, office and storage areas. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities include outdoor seating areas (the 4% Project).

(2) For the demolition of the existing townhomes and construction of the new multifamily building, one 3-story building with 37 units (12 one-bedroom, 19 two-bedroom and 6 three-bedroom units), on the north side of the Project Property, with outdoor amenities. The estimated gross building area is 42,474 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Amenities will include a community room, lounge areas, office, work room and utility room. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities will include a patio with a grill and picnic area (the 9% Project).

(3) All improvements will be generally in accordance with the set of site plan documents dated August 11, 2025 for site plan approval provided by Callen Engineers and by other drawings and documents prepared by Sponsors and on file with the Wyoming Department of Community and Economic Development at the time of the Wyoming city Council meeting on August 18, 2025.

(h) *Project Property* means the following described real property:

That part of the Northeast 1/4 of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section 11; thence South 02 degrees 29 minutes East 1624.51 feet along the West line of said Northeast 1/4; thence North 87 degrees 32 minutes East 195.06 feet to the place of beginning of this description; thence North 02 degrees 28 minutes West 248.56 feet along the East line of Michael Avenue; thence Easterly along the Southerly line of former Railroad right-of-way (66.00 feet wide) a distance of 134.82 feet, along a 1465.99 foot radius curve to the left, the chord of which bears North 76 degrees 15 minutes East 134.76 feet; thence South 02 degrees 31 minutes East 22.33 feet to the Southwest corner of Lot 24 of MARY A. WHALEN'S PLAT; thence North 87 degrees 29 minutes East 162.35 feet along the Southerly line of said Lot 24 and its extension thereof; thence South 02 degrees 31 minutes East 225.02 feet along the centerline of Godfrey Avenue extended; thence North 87 degrees 29 minutes East 163.16 feet; thence South 02 degrees 28 minutes 45 seconds East 881.51 feet along the East line of the West 1/4 of the Northeast 1/4 of said Section 11; thence South 87 degrees 32 minutes West 134.05 feet to the East line of Godfrey Avenue (60.00 feet wide); thence South 89 degrees 50 minutes 30 seconds West 192.38 feet along the North line of the South 200.00 feet of said Northeast 1/4; thence North 02 degrees 28 minutes West 702.97 feet along the East line of MAREK PRIEST PLAT and its extension; thence South 87 degrees 32 minutes West 131.80 feet; thence North 02 degrees 28 minutes West 142.93 feet to the Place of Beginning.

(i) *Sponsor* means GLTC Partners, LLC, Pinery Park Apartments Limited Dividend Housing Association LLC and any entity that receives or assumes the Use Restrictions for either of the 4% Project or the 9% Project on the Property.

(j) *Utilities* means charges for gas, electric, water, sanitary sewer and other utilities furnished to the Project or its occupants and paid by the Sponsors.

Sec. 2-310.23. Property Tax Exemption.

(a) Pursuant to section 15a of the Act, from the time construction of either of the 4% or 9% Projects begins, that Project and the land on which it is located shall be exempt from *ad valorem* property taxes.

(b) This exemption for each Project shall remain in effect during the period any portion of the Mortgage Loan remains outstanding and that that Project remains subject to income and rent restrictions, but not longer than 50 years.

Sec. 2-310.24. Annual Service Charge.

(a) To the extent permitted by law, there shall be paid by the owner of each Project to the city an annual service charge in lieu of *ad valorem* property taxes equal to 1.0% of the Annual Shelter Rent collected for that Project during each operating year. The annual service charge in lieu of *ad valorem* property taxes to be paid during the period starting in the calendar year following the calendar year in which construction begins until the calendar year following the calendar year in

which Annual Shelter Rents are first collected shall be equal to the ad valorem tax on that portion of the Project Property in the calendar year before construction of that Project began.

(b) The annual service charge in lieu of taxes for each operating year of each of the Projects shall be payable in the same manner as general property taxes are payable to the city and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the general property tax act (1893 PA 206, as amended; MCL 211.1, *et seq*).

(c) To the extent permitted by law, the amounts paid pursuant to this section shall be in addition to the amounts paid pursuant to any municipal services agreement between the Sponsors and the city.

(d) Regardless of the previous subsections, the service charge to be paid each year in lieu of taxes for the part of each of the Project that is tax exempt but is occupied by other than low income persons or families shall be equal to the full amounts of the taxes which would be paid on that portion of the Project if the Project were not tax exempt.

Sec. 2-310.25. Contractual Effect of Ordinance.

(a) To the extent not otherwise prohibited by the constitution and laws of the state of Michigan, regardless of any part of subsection 15a(5) of the Act, MCL 125.1415a(5), to the contrary, a contract between the city and the Sponsors, with the Authority as a third party beneficiary of the contract to provide the tax exemption and accept payments in lieu of taxes as provided in preceding sections of this division is created and effectuated by the adoption of this division of the Code of Ordinances, City of Wyoming, Michigan.

(b) The Authority and the Sponsors are relying on this adoption and continued effect of this Division to determine the Project's financial feasibility and its qualification for the LIHTC Program and the Mortgage Loan. The city is relying on (i) the allocation under the LIHTC Program and the making of the Mortgage Loan for the Project, and (ii) on the acquisition, construction, ownership and operation of each Project as defined in this Division.

Section 2. Effective Date. This ordinance shall take effect on September 30, 2025.

Section 3. Severability. The sections and provisions of this ordinance are severable. If any section or provision of this ordinance is determined by any court of competent jurisdiction to be unconstitutional or invalid that determination shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance, other than the section or provision so declared to be unconstitutional or invalid.

Section 4. Inconsistency. To the extent permitted by law, provisions of ordinances that are inconsistent with this ordinance are repealed. If such a general repealer is ruled ineffective and any provision of this ordinance is inconsistent with any provision of any other ordinance, the provision of this ordinance shall be controlling.

Section 5. Codification. This ordinance shall be codified in exactly the form provided herein without any change to capitalization of terms, change of nomenclature, or other modifications.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on September 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 11-25
Introduced: 08.18.2025
Adopted: 09.15.2025

RESOLUTION NO. _____

RESOLUTION TO DIRECT CITY MANAGER TO SIGN AN INTERLOCAL AGREEMENT WITH KENT COUNTY COMMUNITY ACTION TO ACCEPT AND ADMINISTER COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS ON BEHALF OF THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming has received a Community Development Block Grant (CDBG) award from the U.S. Department of Housing and Urban Development since the program's inception and administered its own CDBG program over that time;
2. The City of Wyoming has seen declining CDBG awards for the past several years and expects a further reduction in the upcoming 2026 Program Year;
3. The President of the United States requested that the funding for the CDBG program be eliminated in the next federal budget;
4. The upcoming 2026 Program Year is the first year of a new five-year Consolidated Plan, which is to be created in the current program year at the expense of significant City resources;
5. Kent County Community Action (KCCA) already administers the HOME Investment Partnership Program funds for Kent County and the City of Wyoming as a consortium; and
6. As the administrator of a larger CDBG award, KCCA can administer the funds more efficiently than the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. City Council authorizes the City Manager to send a letter to the U.S. Department of Housing and Urban Development declaring the City's intention to stop being an entitlement community and to join the Kent County urban county.
2. City Council authorizes and directs City staff to continue to work with Kent County Community Action and U.S. Department of Housing and Urban Development to develop an interlocal agreement for Kent County Community Action to administer the City of Wyoming's Community Development Block Grant funds; and
3. City Council authorizes and directs the City Manager to sign an interlocal agreement as approved by the City Attorney.
4. 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 of the City of Wyoming, Michigan at a regular meeting held on September 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 9, 2025
Subject: Community Development Block Grant Interlocal Agreement
From: Paul Smith, Assistant Director of Community & Economic Development
CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community & Economic Development
Meeting Date: September 15, 2025

RECOMMENDATION:

Approve resolution directing City Manager to sign an interlocal agreement with Kent County Community Action to accept and administer Community Development Block Grant funds on behalf of the City of Wyoming.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION:

At its August 28 meeting, the Community Development Committee recommended to City Council that the City enter into an agreement with Kent County to accept and administer its Community Development Block Grant (CDBG) award at the end of this program year (June 30, 2026). This recommendation was made due to strategic-planning costs in the current program year, the declining CDBG awards to the City, the likelihood that the City's future awards would be too small to be administered locally, and increased compliance costs.

During the Annual Action Plan presentation in April, staff discussed with City Council that the City is required to complete a five-year strategic plan for its Community Development Block Grant (CDBG) funds in order to be eligible for a grant award in the next fiscal year. This process involves significant data collection and community engagement and, based on prior strategic plans, staff expects that a consultant would charge more than \$100,000 for this work. The City is fortunate to have staff capable of doing this data collection and community engagement with minimal outside assistance, but is still expected to spend more than \$40,000 in staff time on this process in addition to routine CDBG expenses.

As staff prepared for this strategic planning process, it also considered the amounts of future awards. Within the last 5 years, the City's CDBG award has fallen from more than \$550,000 to less than \$480,000. If a community receives less than \$350,000, it does not qualify for an individual award and its funds are allocated to its surrounding county. With the trending decline in the City's CDBG award and President Trump's recommendation that the CDBG program funding be eliminated, staff does not believe that the City will continue to qualify for an individual award by the end of the five-year strategic plan.

Additionally, executive orders signed by President Trump have increased the cost of compliance for the City and for its subrecipients. Many of the non-profits that receive subrecipient awards from the City also receive awards from Kent County and the City of Grand Rapids. As approvals and recordkeeping requirements increase due to these executive orders, nonprofits would benefit from larger subrecipient grants from fewer awarding agencies.

The combination of strategic-planning costs, the likelihood that the City's funds will be awarded to the County due to declining award amount, and the increased regulatory burden on subrecipients led the Community Development Committee to recommend to City Council that the City enter into an interlocal agreement with Kent County to accept and administer the City's CDBG award through Kent County Community Action (KCCA) at the end of this program year on June 30, 2026. Kent County already has a similar relationship with the City of Kentwood and, pending an approved contract, would be willing to do the same for the City of Wyoming. This will not impact the current subrecipient awards for 2025. The intent is for this agreement to go into effect July 1, 2026.

Staff continues to work on this interlocal agreement with KCCA, where KCCA would administer the City of Wyoming's Community Development Block Grant (CDBG) funds as a consortium. Unfortunately, the US Department of Housing and Urban Development (HUD) office in Detroit needs to include its DC headquarters in this discussion and the DC office has been slow to schedule the necessary meetings. KCCA is still willing to proceed and is including Wyoming in its strategic planning efforts, but an agreement cannot be finalized until HUD approves it as to form.

Staff is still optimistic that DC HUD will approve an interlocal agreement between the City of Wyoming and KCCA, but concerns have been raised that such an agreement would need to be signed for the 2027 program year (i.e., July 1, 2027 through June 30, 2028), rather than the 2026 program year (i.e., July 1, 2026 through June 30, 2027). If the City does not complete its 5-year strategic plan by the end of calendar year 2025, it would be ineligible for a CDBG award of its own for the 2026 program year and, if the interlocal agreement could not be signed for that year, there would be a 1-year gap before the City's CDBG funds were awarded to KCCA.

BUDGET IMPACT:

This resolution will not require use of any city funds in the current fiscal year and the expected reductions in community development spending can be discussed during the routine budgeting process.

RESOLUTION NO. _____

RESOLUTION TO UPDATE PROCEDURES AND DESIGNATE CITY OFFICIALS FOR THE
FIRE INSURANCE WITHHOLDING PROGRAM UNDER PUBLIC ACT 495

WHEREAS:

1. The provisions of Act 495 of the Public Acts of 1980 provide that a portion of certain casualty losses for fire or explosion otherwise payable by insurers may be withheld in escrow by participating municipalities in order to secure repair, replacement, or removal of damaged structures that violate the City of Wyoming health or safety standards;
2. The City of Wyoming has participated in this program since 1995 as instructed by City Council in Resolution 17201; and
3. The City of Wyoming desires to update its procedures and designated City officials to administer the program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Wyoming Registered Building Official will act as the authorized representative of the City to review all fire insurance withholding notices submitted to the City, notify insurers when the City seeks to withhold a portion of the insurance settlement under the Act, and approve the release of those funds after the health and safety violations have been resolved;
2. The City of Wyoming Treasurer will receive deposits of money received from insurers pursuant to Section 2227 of the Act and hold those funds in an account maintained separately from all other accounts and which may be an interest bearing account; and
3. The City of Wyoming Finance Director will release the escrowed funds to the property owner upon notice from the City of Wyoming Registered Building Official.

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 September 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 9, 2025
Subject: Fire Insurance Withholding Program
From: Paul Smith, Assistant Director of Community & Economic Development
CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community & Economic Development
Meeting Date: September 15, 2025

RECOMMENDATION:

Approve resolution to update procedures and designated city officials for the fire insurance withholding program under Public Act 495.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION:

When a property suffers fire damage that exceeds 49% of the insurance value, Michigan law requires the insurer of that property to notify the municipality of its settlement. Upon receiving that notice, the municipality may withhold 25% of the settlement in escrow to address health and safety violations that are not repaired or removed in a timely manner. If the property is repaired or demolished in a timely manner, then the withheld funds are returned to the insured.

City Council authorized the City to participate in this program in 1995. The authorizing resolution designates specific staff members by name, rather than by title. City staff recommend designating specific staff positions to administer this program, so that the program can be administered more efficiently.

BUDGET IMPACT:

This resolution will not require use of any city funds.

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE CITY MANAGER AND CITY CLERK
TO SIGN AN AMENDMENT TO THE COLLIERS ENGINEERING DESIGN CONTRACT FOR
THE BYRON CENTER AVENUE AND 56TH STREET DUAL LEFT-TURN PROJECT

WHEREAS:

1. On September 3, 2024, Council approved a contract to Colliers Engineering to design the Byron Center Avenue and 56th Street Dual Left-Turn project in the amount of \$74,980.
2. Colliers Engineering has submitted a contract amendment for increased design costs for the project.
3. The proposed contract amendment is estimated to increase the not-to-exceed contract by \$34,940 for a total cost of \$109,920.
4. It is recommended that the City Council approve the contract amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the amended contract with Colliers Engineering for the design of the Byron Center Avenue and 56th Street Dual Left-Turn project.
2. The City Council does hereby authorize the City Manager and City Clerk to execute the amended contract in the amount of \$109,920.

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 September 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract Amendment

STAFF REPORT

Date: June 3, 2025

Subject: Byron Center and 56th St Dual Left Turn – Design Contract Amendment

From: Jeff Oonk, City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: June 16, 2025

RECOMMENDATION:

It is recommended City Council approve and authorize the City Manager and City Clerk to execute a contract amendment with Colliers Engineering for the design of the Byron Center Avenue and 56th Street Dual Left-Turn project for a total of \$109,920.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City of Wyoming approved a contract with Colliers Engineering to complete the design of the Byron Center Avenue and 56th Street Dual Left-Turn project. This project encountered difficulties acquiring the necessary right-of-way from all affected property owners. Due to a tight project timeline, it was determined to split the project into two phases with the first phase requiring fewer right-of-way acquisitions. Colliers Engineering was tasked with modifying the plans, specifications, estimate and various MDOT forms to split out a smaller phase one for the project that required less right-of-way to construct. This additional work results in additional fees totaling \$34,940. The total cost for this work is increased to \$109,920.

BUDGET IMPACT:

Funds can be financed out of the Major Streets Fund, Capital Outlay Major Street Construction Account No. 202-441-46300-972.502.

CITY OF WYOMING

CONTRACT AMENDMENT #1

Colliers Engineering & Design

This Contract Amendment is to City Professional Services Contract (Exhibit A) made as of September 4, 2024 (Effective Date) between the City of Wyoming (City) and Colliers Engineering & Design. (Professional)

RECITALS

A. City wishes to add an additional \$34,940 to the "not to exceed" amount of this contract. The new "not to exceed" amount is \$109,920.

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. Professional will perform the Work for the compensation stated in the Proposal.
2. All other terms of the City Professional Services Contract remain in full effect.

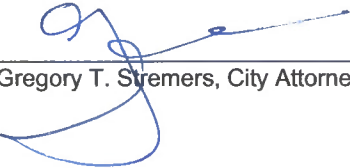
City and Professional have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
John Shay, City Manager


Date signed: _____, 2025

Approved as to form:



Gregory T. Stremers, City Attorney

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

By:  _____
Digitally signed by Chad A McCollum
DN: C=US,
E=cmccollum@berghammpc.com,
O=Bergmann, OLS-Highway & Traffic
Engineering, CN=Chad A McCollum
Date: 2025.09.10 16:29:31-04'00'

[Signature officer, director or principal of Professional]

Chad A. McCollum, Regional Discipline Leader
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: September 10, 2025

EXHIBIT A
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: September 4, 2024.

Professional means: Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

[Name of contracting entity]

A Connecticut corporation

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

560 5th St NW, Ste 305

[Professional's street address]

Grand Rapids, MI 49504

[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:

- Contractor 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, 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

**Colliers Engineering & Design, Architecture,
Landscape Architecture, Surveying, CT P.C.**

By: _____
Robert Postema, Mayor Pro-Tem

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

By: _____
Kelli VandenBerg, City Clerk

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

Date signed: _____, 20__

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

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://usfgr.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 knowingly: (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 represents 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, indemnify 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.

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
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).

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	

EXHIBIT B
PROPOSAL

CITY OF
WYOMING



Engineering
& Design

Prepared For

City of Wyoming, Michigan

Request for Proposal

Design Engineering Services for Byron Center Ave. and 56th
Street Intersection Improvements

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT, P.C.
560 5th St., NW, Suite 305, Grand Rapids, Michigan 49504

Joshua Dudicz, PE - Geographic Discipline Leader
Cell Phone: 616.292.9897 - Office Direct: 616.827.4272
Email: joshua.dudicz@collierseng.com

Accelerating success. —



Engineering
& Design

August 19, 2024

City of Wyoming
Jeffrey Oonk, PE
Engineering Department
2660 Burlingame Ave.
Wyoming, MI 49509

Request for Proposal:
2025 Byron Center Ave. and 56th St. Intersection Improvements

Dear Mr. Oonk,

On behalf of the Colliers Engineering & Design (CED) Team, we are pleased to submit this proposal for Design Services. We understand that the City of Wyoming is seeking a qualified engineering firm to provide roadway and traffic engineering design services for the improvements to the Byron Center Avenue & 56th Street intersection. This project is to be administered through the MDOT Local Agency Program for FY 2025 with construction in the 2025/2026 seasons.

In choosing CED, the City of Wyoming will have a team of experienced professionals who understand the project requirements and will deliver a product that exceeds the City's expectations. Our team members successfully solve similar engineering challenges for other municipalities as well as State and County agencies.

We will strive to promote "*Community, Safety and Stewardship*" by engaging project stakeholders and by supporting the city staff to provide quality infrastructure improvements to Wyoming's 77,000+ residents.

Please do not hesitate to contact me if you need additional information or clarification in reviewing our enclosed proposal. I can be reached 616.292.9897 or at joshua.dudicz@collierseng.com.

We look forward to working with the City of Wyoming staff and its stakeholders on any challenge that arises. **Thank you for considering the Colliers Engineering & Design Team!**

Sincerely,

A handwritten signature in black ink that reads "Joshua Dudicz".

Joshua Dudicz, PE / Geographic Discipline Leader, Highways & Traffic Engineering

Design Engineering Services for Byron Center Ave. and 56th Street Intersection Improvements

- ❖ Cover Letter
- ❖ Company Information
- ❖ Project Understanding
- ❖ Organizational Chart
 - CED Resumes
 - CED Staff License Information
- ❖ Project Experience / References
- ❖ Rates
 - CED Hours / Tasks Breakdown

North Central Region Offices

Grand Rapids, MI
Lansing, MI
Southfield, MI
Toledo, OH



For more information, visit www.colliersengineering.com

GENERAL INFORMATION

Name: Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

Address: 560 5th St. NW, Suite 305
Grand Rapids, MI 49504

Phone: 616.827.4270

Authorized Rep: Chad McCollum, PE
Regional Discipline Leader - Highways & Traffic Engineering

Email: chad.mccollum@collierseng.com

Primary Contact: Joshua Dudicz, PE
Geographic Discipline Leader - Highways & Traffic Engineering
616.292.9897

Email: joshua.dudicz@collierseng.com

Organization: Corporation

State of Inc.: Connecticut

Year Founded: 1984

Tax ID: 47-1527546

Licensed: Michigan

Colliers Engineering & Design professional engineers, consultants, and planners provide viable solutions to local public clients and governmental agencies to help meet diverse planning, infrastructure, and capital improvement goals while maintaining function, natural resources, aesthetics, and quality of life. Our services encompass all aspects of public endeavors including local and regional utilities, water resources, parks and recreational spaces, public facilities, roadways, and streetscape design.

Driven by our values of quality, accountability, and safety in the work environment, our dedicated professionals take pride in their commitment to providing clients the highest standards of customer service. Our full-service, in-house resources, advanced technologies, and proven project management approach combine to provide accessibility to resources and strategies that maximize the success of our clients' project potential.



Statement of Understanding

Project Overview

The City of Wyoming plans to improve the Byron Center Avenue and Gezon Parkway / 56th Street intersection through the FY 2025 Federal Congestion Mitigation Program (CM) and will be administered through MDOT's Local Agency Program planned for a June 2025 letting with construction in the 2025/2026 season. The project (JN 214527) has a programmed construction budget of \$500,000 with FHWA approval on 7/1/2022.

The scope of work for this project is to improve the operations of the intersection by adding a second left turn lane from NB Byron Center Avenue to 56th Street including widening of Gezon Parkway and 56th Street from approximately 700' east of Byron Center Avenue to Fieldstone Drive. The improvements also include modifications to the existing traffic signal (with potential replacement if necessary), sidewalk and utility relocations to accommodate the roadway widening. Colliers Engineering and Design (CED) is pleased to submit this proposal for design engineering and construction services for the City. The following sections highlight specific areas of our understanding of the project and our approach to providing high quality services to the City.

Road Design

The intersection of Byron Center Ave SW and 56th Ave SW (Gezon Parkway to the east) is comprised of NHS routes to the north, south, and east legs. The south leg dominates traffic movement, with an AADT of over 19,000 vehicles per day, followed by the north leg at over 17,000 and the east leg at nearly 15,000 vehicles per day. The north and west legs serve as arterial connections for the densely residential area of the City and connections to NHS route freeways of M-6 just south and US-131 further east of the intersection. The University of Michigan Health complex southwest of the corridor is the primary draw for traffic in the area, buoyed by various businesses along the corridor to the south and east. Comprised chiefly of restaurants and banks, a Fire Station, Daycare, and School are also in close proximity to the intersection.

The south leg of the intersection is currently 6 lanes wide, comprised of 2 through lanes for southbound and 4 lanes for northbound in addition to a median island. Northbound currently has 1 dedicated left turn with a painted buffer and 1 right turn lane while this project will reconfigure NB Byron Center to accommodate 2 dedicated left turn lanes. The 2 lanes southbound are currently HMA pavement whereas the 4 lanes northbound are concrete pavement to inhibit rutting at the intersection. The lanes are all currently 11' wide except for the western southbound through movement and the northbound right turn lane which is 12' wide.

The east leg of the intersection is currently 5 lanes wide, comprised of 2 though lanes for eastbound and 3 lanes for westbound. Westbound currently has 1 dedicated lane for each of the through, left and right turn movements, but would be widened to provide 2 through movements by shifting the

right turn lane north. All lanes are currently 11' wide except the southern eastbound through movement and the westbound left turn lane, which are 12' wide.

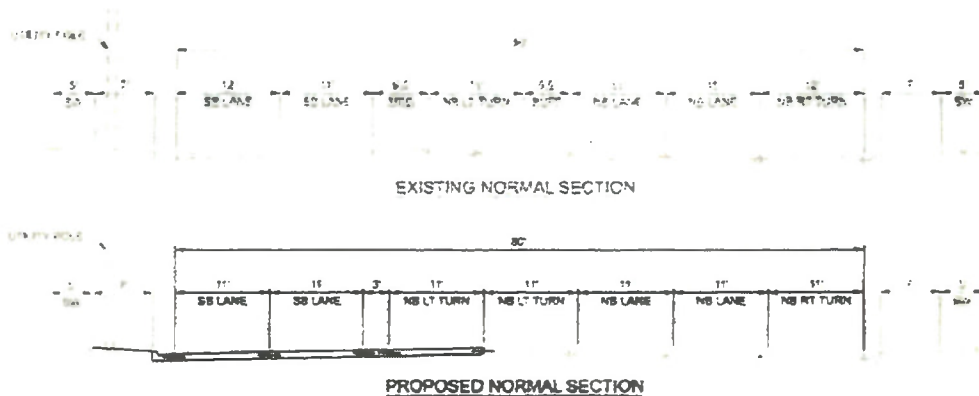
The north leg of the intersection is currently 5 lanes wide, comprised of 3 lanes for southbound and 2 lanes for northbound with a median island. Southbound has a dedicated left turn lane along with a painted buffer to separate it from the two through movements. All lanes are 11' wide except for the outside lanes, which are 12' wide. There are no proposed changes to this leg.

The west leg of the intersection is currently 4 lanes wide, comprised of 3 lanes for eastbound and 1 lane for westbound. Westbound has a dedicated left turn lane and widens to provide an additional through and right turn lane for roughly 170' in advance of the intersection. All lanes are 11' wide, except for the westbound through and right turn lane which is 13' wide. Further west of the intersection the corridor is 3 lanes wide, comprised of 1 through lane in each direction with a median left turn lane. In the proposed condition a westbound through lane will be added from the intersection to Fieldstone Drive SW.

Roadway Cross Section

One of the primary challenges with intersection changes is that any work will have some impacts to each leg, and this is exacerbated by busy intersections such as this. To minimize these disruptions we are proposing to make these modifications to the affected legs utilizing part-width construction and retaining existing pavement to the maximum extent practical and performing widening only where necessary. This not only saves on cost, but also reduces impact to traffic and accelerates construction completion. We have assessed several proposed alternatives to find the best solution to achieve the proposed results.

At the south leg, the addition of a second turn lane can be accommodated without any widening, but this would require removal of the median island permanently with the addition of a 3' buffer between bounds and changing all lanes to 11' wide. This option is illustrated in the figure below. This reduces the need for widening and complicated utility relocations. The existing median island could be maintained south of the driveway to Dollar General and McDonald's keeping vehicles from turning left prior to the intersection. A painted buffer would extend from the island through the intersection. This option would not require any additional ROW along Byron Center Avenue.

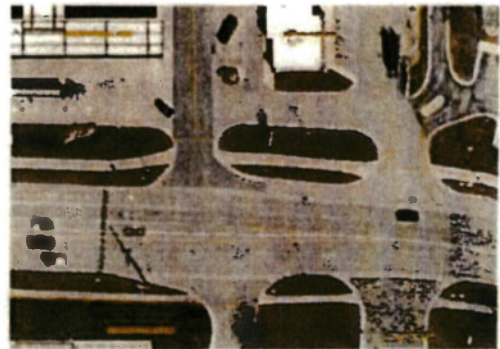


At the east leg, the addition of a through lane can be accomplished with or without a buffer between the sidewalk and the road and preserving the existing lanes. Eliminating the buffer, while widening the sidewalk 2', reduces the impact to the J&H Fuel Station property which has landscaping in this area. This impact could be further lessened by reducing the lane widths all to 11' which also reduces the additional pavement necessary but puts the joint (including crown joint) in the wheel path and would require the pavement markings to be updated. The existing ROW in the NW quadrant is located behind the sidewalk which will require additional ROW / easement the relocated sidewalk.

At the west leg, the addition of a westbound through lane 750' beyond the intersection up to the right turn lane of Fieldstone Dr SW is proposed. Widening to the north and retaining the existing lanes minimizes the impact to traffic and eases construction. To reduce impacts to properties to the north, the buffer between the sidewalk and the curb can be eliminated, and the sidewalk widened. The existing ROW in this corridor is generally at the back of the sidewalk, but in front of the Walgreens and AppleTree Daycare facility it is in the existing sidewalk. The addition of the westbound through lane and relocation of the sidewalk will require ROW to be mitigated, both for the aforementioned properties and at least seven residential properties.

Commercial & Residential Driveways

The widening for the additional lane along Gezon Parkway and 56th Street will have impacts to multiple commercial and residential driveways. Of particular concern are the commercial driveways providing access to the AppleTree Daycare, Walgreens Pharmacy, J&H Fuel Station, Wendy's and the 5/3 Bank. While not every drive may be able to be constructed part-width, we will work with the City and the property owners to stage the construction to provide access to these properties to the maximum extent possible. In reviewing the existing ROW on the Kent County Parcel Viewer GIS application, these driveways have limited ROW and may require easements to complete the work.



Sidewalk Relocation & Ramp Design

Sidewalks are present on both sides of the roadways at this intersection. The sidewalk along the north side of Gezon Parkway and 56th Street is 10' providing a shared use pathway connection between the Kent Trails to the west and multiple recreational facilities to the east (Frog Hollow Park, Spartan Nash YMCA and Fred Meijer M-6 Trail) to the east and south. The roadway widening along the north sides of these streets will require reduction or elimination of the existing greenspace between the back of curb and the sidewalk. The greenspace width is approximately 9' in most locations and widens to 15' approaching the intersection with Fieldstone Drive. The additional 11' lane will require eliminating this greenspace while also necessitating reducing the width the 10' shared use path sidewalk if additional ROW is not secured. The commercial properties with landscaping buffers close to the ROW pose significant challenges (and potential costs) to acquisition

of new ROW as does the residence at 2531 56th Street with the front of the house being located approximately 15' from the edge of the existing sidewalk.

Depending on the extent of the traffic signal work and selected option for the additional left turn lane, the sidewalk ramps in the SE and SW quadrants may need to be reconstructed. All proposed sidewalk ramps will need to comply with the current signal push button and slope requirements for the ADA. Given that these sidewalk ramps were reconstructed in 2020, we will work to minimize impacts and maintain them as much as possible. Early identification of proposed ROW and effective coordination with the City / Property Owners will be critical to meeting the MDOT LAP schedule.

ROW & Easements

MDOT LAP procedures (Attachment B of the MDOT Programming Application) require that all new ROW / easements be secured prior to funding obligation, as such meeting the June 2025 letting will require early and effective coordination on proposed ROW / easements. At the project kick-off meeting we propose discussing the extents of anticipated ROW / easements needed, then our team will develop exhibits for the City to use in discussions with the property owners. We will also develop detailed descriptions and exhibits for the City to use in the acquisition process.

Utility Coordination / Anticipated Relocations

Byron Center Avenue and 56th Street have numerous overhead and underground utilities present within the greenspace including overhead power distribution, communications, street lighting as well as underground gas and water mains. To accommodate the widening along Gezon Parkway and 56th Street the following utility items may need to be relocated:

- 6 Fire Hydrant Assemblies
- 7 utility poles (power, street lighting and communications present)
- 2 stand-alone street lighting poles
- Numerous guy anchors for utility pole configurations

Our team understands these utility relocations require time to coordinate and complete in advance of the 2025-2026 construction, as such we propose early and frequent communication with the impacted utility companies to help keep the project on schedule.

Drainage

Providing proper drainage at an intersection is crucial to its safe operation. The intent for this project is to utilize the existing drainage network to the maximum extent possible with minimal changes. The south leg will match the existing drainage pattern and not require any drainage changes. The east leg will require the relocation of two catch basins in the NE quadrant, at the intersection and one in the valley curb between the J&H Fuel Station and Wendy's driveways. Along the north side of the west leg, 5 catch basins will need to be relocated. CED has the personnel and expertise to manage design and analysis of these changes internally. All drainage facilities on the site will be protected through construction.

Preliminary Pavement Design

The existing pavement is a mix of HMA and Concrete pavements, with the intersection itself being predominantly concrete. This includes the approaches to the intersection to inhibit rutting which has been an issue in the past at this intersection. The proposed pavement would in turn follow a similar approach where approach legs would be paved in concrete and departing legs could be paved with HMA. The primary exception would be the south leg if the median island is eliminated, and so concrete would be used to provide a uniform pavement section across both bounds. With the work being done part width, we would propose pavement sections that correspond to the existing pavement depths.

In reviewing the Michigan AADT GIS system, the CAADT for these legs of the intersection range from 301 to 489 commercial vehicles per day. Based on the current version of the MDOT LAP HMA selection guidelines, either Marshall or Superpave mixes are allowable for these legs where new HMA pavement is required. Any data available through the Grand Valley Metro Council will be considered as well. At the project kickoff meeting we will discuss with the City their preference on HMA mix types and develop the pavement design accordingly.

Environmental Assessment

All projects administered through the MDOT LAP program will require preparation and submittal of MDOT Form 5323 "Local Agency Environmental Clearance Form" (revised 02/2024). CED will prepare this form as part of the contract and will coordinate with the City for specific information required from the City to complete this document. CED will work with the City to prepare for, hold and document any public hearings (if required) for the NEPA process. This form will be completed in advance of the Grade Inspection (GI) submittal.

Maintenance of Traffic

Maintenance of traffic will be critical to the overall success of this project. Considering the safety of the road user as well as the Contractor is an important part of the design. We understand that critical emergency services including Wyoming Fire Department Station #3 (with helipad) and the University of Michigan Health West Hospital within close proximity, access is key during construction. We will work with the city to develop a plan that minimizes delays and provides mobility through the work zone. Access will be maintained to all residential and commercial driveways except for short durations when paving. Taking into consideration the vulnerable road users during construction will be important for the safety of all. Pedestrians will be directed to the opposite side of the road when working on sidewalks.

We propose single lane closures on Byron Center Ave in order to remove the raised median island and construct the widening. NB left turns may need to be restricted at times or the signal heads will be moved and allow left turns from the existing through lane. Single lane closure will also be needed on Gezon Parkway. West of Byron Center Ave, the center left turn lane will need to be closed and a single lane in each direction will need to be shifted to the south side of the roadway. Signal heads will need to be adjusted to accommodate the work zones and ensure they remain visible and

functional throughout the construction activities. The signal phasing may need to be modified to split phasing to manage traffic flow and accessibility effectively through the work zone, ensuring safe and efficient movement for all vehicles and pedestrians.

We understand hourly traffic volumes will need to be evaluated to determine Contractor working hours and when some operations may need to be restricted. We understand that the hospital peak hours may not be the normal peak hours because of different shifts.

Traffic Signal

The existing signal is comprised of mast arms with strain poles that have a four-bolt pattern. While the current state standard is for a six-bolt pattern on the strain pole foundations and in an effort to save money on the project, it is our goal to retain the signal foundations and poles if possible. If new foundations and poles are necessary, we will ensure compliance with standards regarding structural and safety requirements. We understand new pedestrian pushbuttons will be necessary with the radii improvements and proposed sidewalk. During the design phase, we will work with the City to verify if a detection system is desired to enhance traffic detection accuracy and improve signal responsiveness. We will also work with the City to determine the emergency pre-emption system to be designed to prioritize emergency vehicles. We will optimize the visibility of signal heads by assessing and adjusting their placement to ensure they are clearly visible from all lanes. We have the ability to assess the current protected left turn signal phasing using Synchro to analyze the queue lengths and turn lane capacities during peak periods to identify necessary adjustments for reducing congestion and enhancing efficiency. Should it be determined that the existing mast arms and foundations cannot be retained, we will work with the city and their consultant MTC to locate the new foundation locations such that geotechnical borings can be obtained.

Surveys

Our team includes 42 North Surveying to provide the topographic surveys for the project. Specifics of the survey are noted below:

- Establish minimum 5 site benchmark(s) In NAVD88 Datum
- Search for boundary controlling points to help map Right of Way
- Full topo within the above limits, individual trees will be collected as there are no wooded portions on this project. Topo all observed features and breaklines (and include curb line, observed utilities / markings, ground elevations, buildings, drives, woodline, etc.).
- Any inverts in observed structures will be obtained (if accessible with standard survey cones and signs & manhole pick)
- We will be submitting a MISSDIG for the site, and we will locate any markings observed.
- All linework / utilities will be connected, symbols for objects / trees shown
- Map Right of Way Limits & Tax ID parcel lines on Drawing - using Legal Description online site information or additional furnished documents

WORK PLAN

Design

CED will schedule a kick-off meeting with the City of Wyoming staff to discuss the project schedule, site specific issues, anticipated ROW needs, construction funding, and to fully understand the City's main objectives and priorities. Our ability to exceed expectations is dependent upon listening to the key project stakeholders and developing a clear scope for the project. Once we understand the concerns and challenges involved, we will refine our work plan and dedicate the appropriate staff to work on the project. This up-front effort is important for getting the design started in the right direction, maintaining schedule, and meeting the budget for construction.

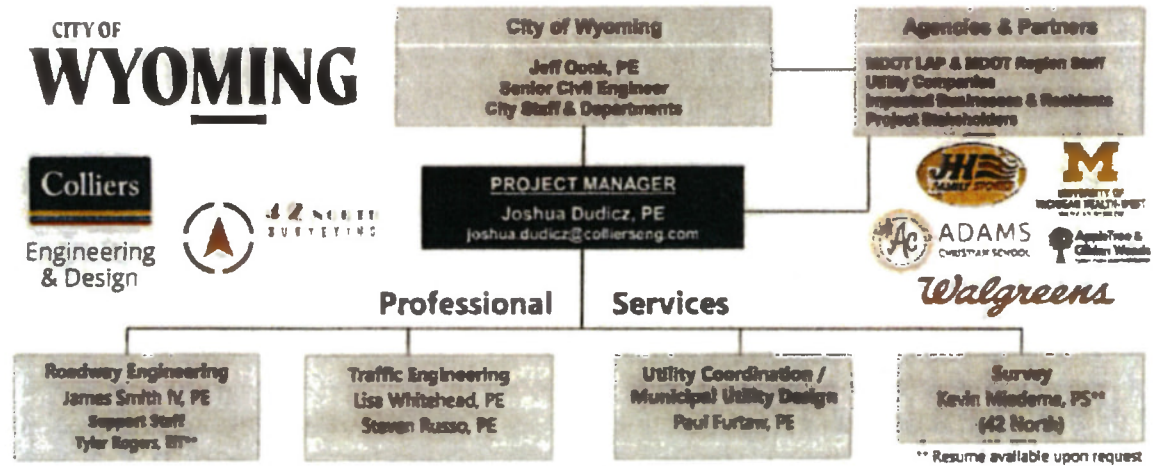
In addition to the NEPA form mentioned previously, all projects administered through the MDOT LAP program have specific requirements that include but are not limited to the development of the MDOT Programming Application, development of pavement designs that follow MDOT HMA Selection Guidance Documents, Maintenance of Traffic Special Provision, Notice to Bidders for Utility Coordination and Progress Clause. *CED is one of the preferred consultants that assists MDOT in administering the Local Agency Program by reviewing submittals for projects across the state and running the Grade Inspection Meetings on behalf of MDOT, as well as packaging projects submitted by local agencies for bid letting.* By selecting CED, the City is selecting an expert in the development of MDOT LAP projects. We understand all the documentation requirements including LAP scheduling and bring that expertise to this project. We will perform the following tasks as described in the RFP:

1. Design Survey
2. Identify potential impacted properties & provide exhibits to City for preliminary negotiations.
3. Begin NEPA documentation per MDOT Form 5323 (including investigations, public hearings, etc. as required to complete the form)
4. Submit documentation for SHPO clearance
5. Hold Utility Coordination meeting with City & impacted utility companies
6. Develop the Grade Inspection (GI) Submittal Package for City Review
 - a. Prepare the draft programming application
 - b. Prepare the GI plans - road, utility, and traffic signal plans
 - c. Develop a detailed construction cost estimate
 - d. Develop any required unique special provisions / notice to bidders from the City and MDOT for the project
7. Address comments from the City review and submit GI package to MDOT
 - a. Submittal includes programming application, plans, special provisions, estimate, NEPA Form and applicable Notice to Bidders documentation
8. Attend the GI meeting
9. Finalize Programming Application and submit to MDOT
10. Submit relevant permit applications (EGLE, MDOT, Kent County, City of Grand Rapids, etc.)
11. Address comments from GI meeting and submit final plan package to City for review
 - a. Final Design Plans
 - b. Cost Estimate

- c. Special Provisions
- d. Notice to Bidders Documentation
- 12. Submit Final package to MDOT
 - a. Respond to questions during the bidding phase

The CED Team will also include attending the various meetings as described in the RFP and develop meeting minutes for project meetings. Experienced, knowledgeable staff are involved from the earliest stages to provide feedback to designers, reducing potential delays, construction overruns, and contractor claims during construction. CED uses the adopted MDOT guidelines for quality review using BlueBeam Revu (on MDOT & Local Agency Projects). This tool is a great way to work efficiently and to have documentation of the status of comments/responses. We hold regular internal review meetings, to discuss possible design deficiencies, innovations, construction staging, etc.

Organization Chart / Staffing



Resumes of Key Staff

See corresponding sheets for detailed resumes of key staff.



Joshua Dudicz, PE

Geographic Discipline Leader/Highways & Traffic Engineering

Mr. Dudicz has 24 years of experience in the design of transportation-related facilities including local roads, state DOT trunk lines, interstate highway interchanges, local and state vehicular and pedestrian bridges as well as non-motorized pathways. His extensive experience in transportation / structural engineering and design also includes topographical surveys, municipal utilities, drainage design, and permitting for numerous projects. Responsibilities include managing projects, project scoping, plan and specification preparation, as well as construction contract administration, oversight, and inspection.

Education

BS, Civil Engineering, Michigan State University, 2003

AS, Sciences Delta College, 2000

Licenses

Michigan
Ohio

Affiliations & Memberships

American Council of Engineering Companies

Michigan Section
Transportation Committee
Member

Michigan Section past
Chairperson of Transportation
Committee

Key Projects

MDOT | I-94 / US-127 Design Build Reconstruction and Widening, including a new Diverging Diamond Interchange at I-94 and US-127

Jackson, MI | Senior Road Engineer

Reconstruction, rehabilitation, and widening of I-94 from east of Airport Road to west of the Grand River and from east of the Cooper Street interchange to east of Dettman Road (approximately 3.5 miles). Reconstruction of I-94/ US-127/ M-50/ West Avenue interchange and ramps as a diverging diamond interchange (DDI) including reconstruction S06 of 38101 including a pedestrian tunnel under the southbound and northbound US-127/M-50 ramp to westbound I-94 and a pedestrian bridge over the Hurd-Marvin Drain. Reconstruction of I-94/Elm Road interchange as double roundabout interchange and reconstruction of S07 of 38101. Reconstruction of Lansing Avenue bridge over I-94, S08 of 38101. Reconstruction of Rosehill Road, Seymour Road, Barrett Lane, and Blake Road, including a *roundabout* at the intersection of Elm Road, Rosehill Road, and Seymour Road. Milling and resurfacing of US-127 north of I-94 to West Parnall Road (approximately 1.3 miles) including median guardrail installation. Traffic and safety improvements including signing, pavement marking, traffic signals, and freeway lighting. Freeway lighting will extend through Cooper Street interchange project that was previously constructed. Drainage improvements including culvert extensions and replacements, and stormwater detention and retention.

MDOT | US-12 Operational Improvements near Willow Run

Ypsilanti/VanBuren Twp., Washtenaw/Wayne Co., MI | Project Manager

This design-build project consisted of roadway and bridge improvements on US-12 and Wiard Road in Ypsilanti Township, Washtenaw County and Van Buren Township, Wayne County. The project was constructed to support the American Center for Mobility located at the former Willow Run Assembly plant. The project improvements included permanent cross-overs to convert the divided boulevard to a undivided five lane roadway. Improvements also included roadway widening, resurfacing, bridge deck replacements, intersection improvements near Dorset Ave, converting Wiard Road from a divided boulevard to an undivided road with a roundabout at Airport Dr, pavement markings, permanent signing, and signal modernization. Significant utility coordination with some relocations were also a part of this project. Design deliverables included 3D models of finished surface and subgrade.

MDOT | I-75 and LaPlaisance Road Interchange Reconstruction

Monroe, MI | Senior Road Engineer

Design of I-75/LaPlaisance Road Interchange reconstruction in Monroe, Michigan. The existing partial cloverleaf interchange was reconfigured to a diamond interchange with roundabouts along LaPlaisance Road at the ramp terminals. LaPlaisance Road was being reconstructed and re-aligned through the interchange to reduce the skew and length of the new bridge over I-75. The re-alignment also facilitates MOT by allowing the new bridge to be constructed offline from the existing bridge. The scope of work included road reconstruction, bridge replacement, drainage modifications and improvements, stormwater BMP design, roadway lighting, permanent signing, pavement marking, maintaining traffic, and roadway geotechnical analysis. Responsibilities included road design, hydraulics and drainage design, MOT design, mobility analyses and TMP development, crash analysis, permanent signing and pavement marking design, utility coordination, and constructability reviews. MDOT is performing bridge replacement design.

MDOT | I-196 Reconstruction, 32nd Ave. to Byron Road

Zeeland/Jamestown Twp., Ottawa County, MI | Project Manager

Design of 6.5 Miles of reconstruction of EB and WB I-196 including the interchange ramps at Byron Road in Zeeland and Jamestown Townships, Ottawa County. Work included reconstructing the existing composite pavement, geometric improvements, bridge rehabilitation, replacement of all drainage facilities, replacement of twin 7' CMP culverts with a new 12'x20' box culvert, replacement of two 6' CMP culvert with new 12'x10' box culverts, freeway signing and pavement markings, maintaining traffic including development of a separate plan set for advanced works construction of temporary widening along EB I-196, Transportation Management Plan Development with complete mobility analysis and a safety study.

The project also included the alternate pavement bidding contracting method with full 3D models being developed for each pavement option.



Lisa Whitehead, PE

Geographic Discipline Leader/Highways & Traffic Engineering

Ms. Whitehead has 15 years of traffic design experience and extensive experience preparing traffic control plans for MDOT and local agency projects. On several of these projects she has been a Lead Traffic Engineer responsible for all aspects of design including temporary traffic control plans, maintaining traffic special provisions, mobility analysis, safety reviews, permanent signing, and permanent pavement markings.

Education

BS, Civil Engineering
Michigan State University,
2009

Affiliations & Memberships

Women's Transportation
Seminar (WTS)

Institute of Transportation
Engineers (ITE)

Licenses

Michigan
Ohio

Key Projects

MDOT | As-Needed Local Agency Design Services

Various locations, MI | Project Manager

As-Needed design services to assist MDOT Local Agency Program (LAP) staff in delivering the Local Agency Program by ensuring the federal/state eligibility of projects. Assignments included reviewing plans, specifications, and estimates, reviewing permits utilities, real estate parcels, cost estimates, and maintenance of traffic staging. Lisa was responsible for performing reviews, receiving reviews from other concerned parties, conducting the GI review meetings, and ensuring all required final documentation was completed in accordance with all Michigan and Federal requirements.

ICRC | Lake Lansing at Towar Ave/Birch Row Drive

East Lansing, MI | Lead Traffic Engineer

Project included the design of roadway rehabilitation and road diet on Lake Lansing Rd from Abbott Rd to west of Hagadorn Rd. The scope of work included cold-milling, 1-course HMA resurfacing, intersection reconfiguration, drainage modifications and rain gardens, traffic signal replacement, ADA ramp upgrades, pavement markings, sign placement/replacement as required, permanent pavement markings, and maintenance of traffic.

MDOT | M-40 Rehab/Reconstruct, 72 Ave to S Lagrave St

Village of Lawton, MI | Lead Traffic Engineer

The rehabilitation section consisted of cold-milling, two-course HMA resurfacing, trenching and paved shoulder widening, ditching and drainage improvements, box culvert replacement at the Lawton Drain, and intersection geometric and safety improvements. Reconstruction section consisted of HMA pavement reconstruction, curb & gutter replacement, storm sewer replacement, reconfigure to 3-lane section with center turn lane, rail crossing improvements, streetscaping, street lighting and construction of a 2,000-foot long new shared MDOT/Village storm sewer outlet along Union Street to the west of M-40.

MDOT | I-196 Reconstruction, 32nd Ave. to Byron Road
Zeeland/Jamestown Twp., Ottawa County, MI | Lead Traffic Engineer

Design of 6.5 Miles of reconstruction of EB and WB I-196 including the interchange ramps at Byron Road in Zeeland and Jamestown Townships, Ottawa County. Work included reconstructing the existing composite pavement, geometric improvements, bridge rehabilitation, replacement of all drainage facilities, replacement of twin 7' CMP culverts with a new 12'x20' box culvert, replacement of two 6' CMP culvert with new 12'x10' box culverts, freeway signing and pavement markings, maintaining traffic including development of a separate plan set for advanced works construction of temporary widening along EB I-196, Transportation Management Plan Development with complete mobility analysis and a safety study.

The project also included the alternate pavement bidding contracting method with full 3D models being developed for each pavement option.

MDOT | I-96, Thornapple River Dr. to Whitneyville Road
City of Battle Creek, Calhoun County, MI | Lead Traffic Engineer

Design of pavement inlay rehabilitation for 2.14 miles of I-96 from Thornapple River Drive to west of Whitneyville Avenue, including the ramps to/from M-6 to a distance of 300 feet west of the ramp bridges, in Cascade Township, Kent County. The project scope involved development of plans, specifications, and estimate for alternate pavement bidding inlay of the existing lanes, reconstruction of the median shoulder, milling and resurfacing of the outside shoulder, drainage improvements, maintaining traffic and Transportation Management Plan, crash analysis, signing, pavement marking, design survey and roadway geotechnical services. The project also included design of CPM rehabilitation of the existing B04 of 41064 bridge over the Thornapple River.

Meijer | M-99 and Meijer Drive Signal
Hillsdale, MI | Project Engineer

Designer responsible for the design of a new traffic signal at the Meijer driveway to M-99 in Hillsdale. The design included a box span design including steel strain poles, ground mounted cabinet, LED signals with back plates for span mounted signals, countdown type pedestrian signals, accessible pedestrian push-buttons, and hemispherical detection system. Signal was also equipped with connected vehicle devices including cell modems and ethernet switches. Other responsibilities included utility coordination including mitigation of equipment conflicts and coordination with the power utility for electrical service. Also included was design for ADA compliant sidewalk ramps and oversight of plan development to ensure all design met MDOT standards.



James H. Smith IV, PE

Technical Specialist/Highways & Traffic Engineering

Mr. Smith is a roadway project engineer with 10 years of experience in design of transportation related facilities including local roads, state DOT trunk lines, interstate highway interchanges, and local and state bridges in addition to two years of undergraduate work experience in traffic engineering. His experience in transportation also includes municipal utilities, drainage design, field inspection, and pump station estimation. He is experienced in MicroStation, AutoCAD, FieldBook, and MDOT PQS software. Responsibilities include project plan design and development, corridor modeling, plan quantity take-off and estimation, and inspection.

Education

BS, Civil Engineering, Michigan State University, 2014, Honors College, College of Engineering

Professional Affiliations

American Society of Civil Engineers Western Michigan Branch Past President

Licenses

Michigan

Key Projects

MDOT | M-40 Rehab/Reconstruction from 72nd Ave to South of Lagrave

Village of Lawton, MI | Project Engineer

The rehabilitation section consisted of cold-milling, two-course HMA resurfacing, trenching and paved shoulder widening, ditching and drainage improvements, box culvert replacement at the Lawton Drain, and intersection geometric and safety improvements. Reconstruction section consisted of HMA pavement reconstruction, curb & gutter replacement, storm sewer replacement, reconfigure to 3-lane section with center turn lane, rail crossing improvements, streetscaping, street lighting and construction of a 2,000-foot long new shared MDOT/Village storm sewer outlet along Union Street to the west of M-40.

MDOT | I-96, Thornapple River Dr. to Whitneyville Road

City of Battle Creek, Calhoun County, MI | Project Engineer

Design of pavement inlay rehabilitation for 2.14 miles of I-96 from Thornapple River Drive to west of Whitneyville Avenue, including the ramps to/from M-6 to a distance of 300 feet west of the ramp bridges, in Cascade Township, Kent County. The project scope involved development of plans, specifications, and estimate for alternate pavement bidding inlay of the existing lanes, reconstruction of the median shoulder, milling and resurfacing of the outside shoulder, drainage improvements, maintaining traffic and Transportation Management Plan, crash analysis, signing, pavement marking, design survey and roadway geotechnical services. The project also included design of CPM rehabilitation of the existing B04 of 41064 bridge over the Thornapple River.

MDOT | M-6 at I-96 Ramps

Grand Rapids, MI | Lead Road Engineer

Design of roadway rehabilitation fix on the M-6 ramps to and from I-96. Project work includes inlay of the existing ramp lane, bridge approach design, drainage improvements, guardrail design, permanent signing and pavement marking, maintenance of traffic and Transportation Management Plan (TMP). The project was on an accelerated schedule to complete.

MDOT | I-69 Reconstruction and I-69 / I-475 Interchange

Flint, MI | Project Engineer

The scope of work for this project includes reconstruction of the I-69 freeway from west of the Fenton Road bridge to Dort Highway (M-54) and I-69/I-475 ramp reconstruction and rehabilitation; I-475 high friction surface treatment; ramp taper evaluation and modifications to meet current MDOT standards; review of existing underclearance and upgrades to the extent possible based on existing bridge foundation constraints; development of a comprehensive drainage study and associated modifications based on proposed construction activities, including full replacement and relocation of the I-69 median drainage from the edge of metal to the median barrier wall; lighting upgrades; geometric upgrades; freeway and non-freeway signing; guardrail replacement; innovative maintaining traffic and TMP development; municipal utilities; soil erosion & sedimentation control; development of MDEQ & NPDES Permit applications; pavement markings; and bridge related road approach work.

MDOT | M-20 from US-127 BR to East US-127

Mt. Pleasant, MI | Project Engineer

Design of roadway reconstruction on M-20 from the westerly springpoint of the US-127BR (Mission Street) intersection easterly 1.5 miles to the US-127 interchange in the City of Mt. Pleasant and Union Township, Isabella County. The scope of work includes storm sewer replacement and improvements, water main crossing replacement, traffic signals and ADA ramps, street lighting and interchange tower lighting, permanent signing, streetscape and landscape replacement, pavement markings and rehabilitation of the M-20 pump station (D01 of 37022) in the northeast quadrant of the US-127 Interchange. The project design (through FPC design milestone) included construction of roundabouts at the US-127 ramp terminals. The roundabout design was eliminated from the final plans to be deferred to a future project. The project included access management improvements, addition of a right turn lane at Isabella Road intersection, numerous utility conflicts, and extensive stakeholder engagement. Pump station rehabilitation scope included pump refurbishment, all new electrical controls, driveway and site improvements, and the addition of a separate weather tight building to house the new electrical and pump motor controls. Colliers Engineering & Design was the prime design consultant and was responsible for road reconstruction design, drainage design, driveway and intersection crash analysis, mobility analysis and TMP document, water main design, pump station rehabilitation design, development of detailed construction time duration (CTD) estimate, and overall QA/QC. The road and pump station plans were packaged with MDOT designed bridge repairs on the US-127 bridges over M-20.



Steven Russo, PE

Project Manager/ Highways & Traffic Engineering

Education
BS, Civil Engineering,
Michigan State University,
2009

Licenses
Michigan
Ohio

**Affiliations &
Memberships**
Institute of Transportation
Engineers (ITE)

Mr. Russo is a Transportation Engineer with 16 years of experience in conducting traffic engineering and transportation planning studies ranging from traffic operations and safety studies using simulation modeling to preparing conceptual plan designs. He is responsible for technical aspects of design and plan preparation on a variety of transportation projects including crash analyses, pedestrian studies, signal warrant analysis, signal optimization studies, and traffic impact studies using MDOT standards such as the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) and Electronic Traffic Control Device Guidelines as well as standards from FHWA, AASHTO, ITE, and other state and local agencies. Mr. Russo is intimately familiar with the data and methodologies published by the Transportation Research Board (TRB) in the Highway Capacity Manual (HCM) and has extensive experience using traffic simulation software including Synchro and SimTraffic, Rodel, Vissim, Vistro, and the Highway Capacity Software (HCS).

Key Projects

ICRC | Lake Lansing at Towar Ave/Birch Row Drive

East Lansing, MI | Lead Signal Designer

Lead Signal Designer for a traffic signal modernization at the intersection of Lake Lansing Road & Birch Row Drive / Towar Avenue, in the City of East Lansing. Traffic signal modernization was completed to safely accommodate new pedestrian crossings at the intersection as part of a trail project and included upgrading to box span layout, base mounted cabinet, LED traffic signals and case signs and LED countdown pedestrian signals with accessible push buttons. This project involved developing signal installation plan sheets using MicroStation OpenRoads. Steven's role involved Microstation modeling, signal head placement, and field reviewing existing conditions. Additional roles included calculating POCH heights, L.E.D. wattages, conduit sizing, and development of traffic signal timings including implementation of a leading pedestrian interval (LPI) to improve pedestrian safety.

MDOT | I-94 BL RRFB Signal Design

Jackson, MI | Lead Signal Designer

Lead Signal Designer for the design of a Rectangular Rapid Flashing Beacon (RRFB) along I-94BL in front of the Henry Ford Allegiance Health Hospital in the City of Jackson. This project involved developing signal installation plan sheets using MicroStation OpenRoads. Steven's role involved Microstation modeling and field reviewing existing conditions. ADA ramps and push-button locations were also designed in concert to ensure full ADA compliance is achieved.

Corwell Health | 36th Street & Corwell Health Drive Signal

Wyoming, MI | Lead Signal Designer

Lead Signal Designer for a new traffic signal installation at the Corwell Health facility driveway to 36th Street, in the City of Wyoming, MI. The design utilized mast arms, base mounted cabinet, LED traffic signals and case signs, LED countdown pedestrian signals with accessible push buttons, and pre-emption control for a nearby railroad crossing. Other responsibilities included utility coordination including mitigation of equipment conflicts and coordination with the power utility for electrical service and oversight of plan development to ensure all design met city standards.

Meijer | M-99 and Meijer Drive Signal

Hillsdale, MI | Lead Signal Designer

Lead Signal Designer responsible for the design of a new traffic signal at the Meijer driveway to M-99 in Hillsdale. The design included a box span design including steel strain poles, ground mounted cabinet, LED signals with back plates for span mounted signals, countdown type pedestrian signals, accessible pedestrian push-buttons, and hemispherical detection system. Signal was also equipped with connected vehicle devices including cell modems and ethernet switches. Other responsibilities included utility coordination including mitigation of equipment conflicts and coordination with the power utility for electrical service. Also included was design for ADA compliant sidewalk ramps and oversight of plan development to ensure all design met MDOT standards.

Redwood | M-29 & DW Seaton Drive Signal Modernization

Chesterfield, MI | Lead Signal Designer

Lead Signal Designer responsible for the full traffic signal modernization design for the intersection of M-29 (23 Mile Road) & DW Seaton Drive to accommodate a newly constructed drive approach at the intersection. The design involved the upgrade of the existing traffic signal to a box span design including new steel poles, new 2070 controller (D4 software), LED signals with back plates for span mounted signals, countdown type pedestrian signals, hemispherical detection system, and pushbutton actuated pedestrian crossings. The signal was also equipped with connected vehicle devices including cell modems, Ethernet switches and broadband antenna. Other responsibilities included utility coordination including mitigation of equipment conflicts and coordination with the power utility for electrical service. Also included was design for ADA compliant sidewalk ramps and oversight of plan development to ensure all design met MDOT standards.

ODOT | SR-65 & Sycamore Street Signal Modernization

Columbus Grove, OH | Lead Signal Designer

Lead Signal Designer responsible for the design of a signal modernization at the intersection of SR-65 & Sycamore Street in Columbus Grove, OH. The design included a mast arm design, ground mounted cabinet, LED signals with back plates, countdown type pedestrian signals, pedestrian push-buttons, radar vehicle and dilemma zone detection system, dynamic case signs, and railroad pre-emption. Other responsibilities included utility and railroad coordination including mitigation of equipment conflicts and coordination with the power utility for electrical service and railroad company for pre-emption.



Paul Furtaw, PE

Geographic Discipline Leader/Civil & Site

Mr. Furtaw is an accomplished Professional Civil Engineer with 31 years of experience in site design, municipal design, construction administration services and in securing appropriate permits and approvals. He is knowledgeable in different governmental funding sources and LEED Certification.

Key Projects

MDOT | M-40 Rehab/Reconstruct, 72 Ave to S Lagrave St *Village of Lawton, MI | Lead Utility Engineer*

The rehabilitation section consisted of cold-milling, two-course HMA resurfacing, trenching and paved shoulder widening, ditching and drainage improvements, box culvert replacement at the Lawton Drain, and intersection geometric and safety improvements. Reconstruction section consisted of HMA pavement reconstruction, curb & gutter replacement, storm sewer replacement, reconfigure to 3-lane section with center turn lane, rail crossing improvements, streetscaping, street lighting and construction of a 2,000-foot long new shared MDOT/Village storm sewer outlet along Union Street to the west of M-40.

WCRC | Chubb Road & Five Mile Road Reconstruction *Salem Twp., Washtenaw Co, MI | Lead Utility Engineer*

Reconstruction on Chubb Road from 5 Mile Rd to 6 Mile Rd and on 5 Mile Rd from Chubb Rd to Napier Rd. Services included identifying, reviewing, and documenting proposed geometric criteria, developing proposed roadway, drainage improvement concepts/design, maintaining traffic concept/design, assessing ROW impacts, assessing wetland impacts and mitigation costs, calculating detailed roadway construction quantities and compiling a detailed cost estimate. Geometric improvements included vertical alignment modifications to improve sight distance. Project scope also included permanent signing and pavement marking plans.

MDOT | M-20 from US-127BR to East US-127 *Mt. Pleasant, MI | Lead Utility Engineer*

Design of roadway reconstruction on M-20 from the westerly springpoint of the US-127BR (Mission Street) intersection easterly 1.5 miles to the US-127 interchange. The scope of work included storm sewer replacement and improvements, water main crossing replacement, traffic signals and ADA ramps, street lighting and interchange tower lighting, permanent signing, streetscape and landscape replacement, pavement markings and rehabilitation of the M-20 pump station (D01 of 37022) in the northeast quadrant of the US-127 interchange.

Education

BS, Civil Engineering, Michigan State University, 1996

Professional Registrations

Michigan, Illinois, Indiana, Ohio, Pennsylvania, Wyoming

Certifications

Concrete Technician Michigan Level I, Field Testing

MDEQ (DNRE) Storm Water Management, Construction Site

Troxler Certified

Affiliations & Memberships

City of East Lansing Building Board of Appeals

Engineering Society of Detroit

USGBC West Michigan Chapter

Michigan Society of Professional Engineers, Lansing Chapter (Past Board Member)

Village of Webberville | Streetscape Enhancement Project

Webberville, MI | Project Manager/Project Engineer

Completed street enhancement project by securing a grant from MDOT, designing plans and contract documents including MDOT Special Provisions, supervising and overseeing production of project plans, coordinating work with general contractor and Detroit Edison, and through supervision of construction administration services.

MDOT | M-52 Reconstruction

Village of Manchester, MI | Project Engineer

This project included HMA pavement reconstruction; development of a comprehensive drainage study and associated modifications based on proposed construction activities; development of MDEQ & NPDES permit applications; geometric upgrades; non-freeway signing; watermain relocation; guardrail replacement and upgrade; development of maintenance of traffic plans and specifications; soil erosion & sedimentation control; pavement markings; traffic signals and bridge related road approach work for B01 of 81012 (M-52 over River Raisin).

Village of Caseville | Streetscape Enhancement Project

Caseville, MI | Project Manager/Project Engineer

Completed streetscape enhancement project involving approximately one mile of M-25 road reconstruction by preparing plans and specifications and overseeing construction administration. Project was done in cooperation with MDOT and included coordination with the MEDC and the MEDQ.

City of Lansing | Capitol City Boulevard Improvements

Lansing, MI | Project Engineer

Completed plans road improvement project which included pavement removal and overlay, new turn lanes, a bus turnout and drop-off shelter, and pavement striping. Project involved coordination with the City of Lansing, the Capital Region Airport Authority, MDOT, the Lansing EDC, and CATA. Provided construction administration services including construction staking, construction observation and preparing and approving contract change orders and contractor pay requests.

Professional Licensing Information - Proposed Staff Team

Licensed Professional Information: Professional Engineer 6201055673

Licensee Detail

License Type:	Professional Engineer	License Number:	6201055673
Name:	Jessica Paul Doolan		
License Issue Date:	08/02/2010	License Expiration Date:	08/02/2014
License Status:	Active	County:	Wash

Licensed Professional Information: Professional Engineer 6201068189

Licensee Detail

License Type:	Professional Engineer	License Number:	6201068189
Name:	James Hansen Smith IV		
License Issue Date:	12/10/2010	License Expiration Date:	12/10/2014
License Status:	Active	County:	Wash

Licensed Professional Information: Professional Engineer 6201060349

Licensee Detail

License Type:	Professional Engineer	License Number:	6201060349
Name:	Lisa Ann Washford		
License Issue Date:	03/12/2013	License Expiration Date:	03/12/2015
License Status:	Active	County:	Edgar

Licensed Professional Information: Professional Engineer 6201064398

Licensee Detail

License Type:	Professional Engineer	License Number:	6201064398
Name:	Steven Putsa		
License Issue Date:	07/12/2010	License Expiration Date:	07/12/2015
License Status:	Active	County:	Wayne

Licensed Professional Information: Professional Engineer 6201048888

Licensee Detail

License Type:	Professional Engineer	License Number:	6201048888
Name:	Paul A. Hyslop		
License Issue Date:	08/02/2010	License Expiration Date:	08/02/2014
License Status:	Active	County:	Wash

Project Experience & References

Ingham County Road Department

Kelly Jones, PE - Director of Engineering
517-676-9722

kjones2@ingham.org

Lake Lansing Road & Towar Avenue Intersection Rehabilitation & Road Diet | 2023

Design of roadway rehabilitation and road diet on Lake Lansing Rd from Abbott Rd to west of Hagadorn Rd. Colliers Engineering & Design (CED) provided design services for the realignment of the Lake Lansing Rd/Birch Row/Towar Avenue intersection, as well as the rehabilitation of Lake Lansing Road in Ingham County. The existing four lane roadway was milled, areas of poor pavement repaired, and overlaid with HMA. The freshly paved road was restriped from 2 lanes in each direction to 1 lane in each direction with a continuous center left turn lane. The intersection was realigned to remove the EB free flow right turn ramp to increase safety for pedestrians crossing from the park and continuing north on the Meridian Township trail system. The traffic signal was upgraded to current standards for both motoring and pedestrian traffic. The installation of rain gardens will assist with drainage issues in the area.

MDOT - University Region

Jason Fossitt, PE
517-719-3215

Fossittj@michigan.gov

I-94 and US-127 Design-Build Reconstruction and Widening, including a new Diverging Diamond Interchange | 2020-2022

Reconstruction, rehabilitation, and widening of I-94 from east of Airport Road to west of the Grand River and from east of the Cooper Street interchange to east of Dettman Road (approximately 3.5 miles). Reconstruction of I-94/ US-127/ M-50/ West Avenue interchange and ramps as a diverging diamond interchange (DDI) including reconstruction S06 of 38101 including a pedestrian tunnel under the southbound and northbound US-127/M-50 ramp to westbound I-94 and a pedestrian bridge over the Hurd-Marvin Drain. Reconstruction of I-94/Elm Road interchange as double roundabout interchange and reconstruction of S07 of 38101. Reconstruction of Lansing Avenue bridge over I-94, S08 of 38101. Reconstruction of Rosehill Road, Seymour Road, Barrett Lane, and Blake Road, including a roundabout at the intersection of Elm Road, Rosehill Road, and Seymour Road. Milling and resurfacing of US-127 north of I-94 to West Parnall Road (approximately 1.3 miles) including median guardrail installation. Traffic and safety improvements including signing, pavement marking, traffic signals, and freeway lighting. Freeway lighting extends through Cooper Street interchange project that was previously constructed. Drainage improvements including culvert extensions and replacements, and stormwater detention and retention.

MDOT - Brighton TSC

Mark Sweeney, PE - Manager (Lynne Kirby, PE-Retired)
810-227-4681

sweeneym@michigan.gov

US-12 Operational Improvements near Willow Run Design Build Project | 2017

This design-build project consisted of roadway and bridge improvements on US-12 and Wiard Road in Ypsilanti Township, Washtenaw County and Van Buren Township, Wayne County. The project was constructed to support the American Center for Mobility located at the former Willow Run Assembly plant. The project improvements included permanent crossovers to convert the divided boulevard to an undivided five lane roadway. Improvements also included roadway widening, resurfacing, bridge deck replacements, intersection improvements near Dorset Ave, converting Wiard Road from a divided boulevard to an undivided road with a new roundabout at Airport Dr, pavement markings, permanent signing, and signal modernization. Significant utility coordination with some relocations were also a part of this project. Design deliverables included 3D models of finished surface and subgrade.

Washtenaw County Road Commission

Mark McCulloch

734-327-6679

mccullochm@cwcroads.org

Chubb Road & Five Mile Road Reconstruction | 2019

Chubb Road and Five Mile Road are gravel roadways heavily used by truck corridors serving an industrial segment of Salem Township. The project involved the preparation of design plans and bid package for the reconstruction of Chubb Road between Five Mile Road and Six Mile Road and the reconstruction of Five Mile Road between Chubb Road and Napier Road. Significant vertical alignment corrections were made to improve sight distance. Colliers Engineering & Design evaluated the cost and project impacts of multiple pavement sections for the project, including the use of roller compacted concrete. Our professionals also coordinated with the MDEQ and the Washtenaw County Water Resource Commission to obtain permits for drainage and environmental work.

MDOT – Bay City TSC

Ryan McDonnell

989-671-1555

mcdonnellr@michigan.gov

M-46 Rehabilitation, Merrill, MI | 2018

Colliers Engineering & Design (CED) provided design services for the rehabilitation of M-46 from the West Village Limits of Merrill to M-52. This project involved 10.7 miles of cold-milling, joint repairs, 2-course HMA resurfacing, drainage improvements, intersection improvements, minor widening for center turn lane extension, safety upgrades, permanent signing, pavement marking, and maintaining traffic. The project was designed as two separate projects, one from the west village limits of Merrill to Brennan Road, and one from Brennan Road to west of M-52 but was packaged together for construction. CED responsibilities included all roadway design, drainage study, hydraulic analysis and design, permanent signing design, permanent pavement markings, mobility analysis, and overall design QA-QC.

COLLIERS ENGINEERING & DESIGN
City of Wyoming, Michigan

Design & Engineering Services - 2025 Byron Center Avenue & 56th Street Intersection Improvements
August 19, 2024 at 4pm

Design Phase	Hourly Rate	Project Hours	Unit Price	Total Cost
Project Manager				
Project Management (included)		20		\$ 3,400
Submittal QA/QC	\$ 170.00	8		\$ 1,360
Meetings (estimate 4)		4		\$ 680
Administrative	\$ 90.00	8		\$ 720
Assist w/ Prep of Meeting Agendas, Notes & Project Summary				
Senior Project Engineer				
Utility Coordination		13		\$ 1,820
Proposed Roadway Widening Design		50		\$ 7,000
Proposed Sidewalk Ramp Design		12		\$ 1,680
MOT / Traffic Signal Design / Crash Analysis / Coordination	\$ 140.00	50		\$ 7,000
Cost Estimating		20		\$ 2,800
Specification Development inc Pavt Design, Program Application, NEPA Forms		20		\$ 2,800
ROW / Permit Drawings		10		\$ 1,400
Bid Advertisement & Assistance		8		\$ 1,120
Meetings (estimate 4)		4		\$ 560
Project Engineer				
Proposed Roadway Widening Design		80		\$ 9,600
Proposed Sidewalk Ramp Design		24		\$ 2,880
MOT / Traffic Signal Design / Crash Analysis / Coordination	\$ 120.00	80		\$ 9,600
Cost Estimating		20		\$ 2,400
Specification Development inc Pavt Design, Program Application, NEPA Forms		16		\$ 1,920
ROW / Permit Drawings		12		\$ 1,440
Survey (42 North)				
Topographic Survey / Property / Control Survey	LS	1	\$ 14,800.00	\$ 14,800
Design Cost Estimate				\$ 74,980

PROPOSAL

COLLIERS ENGINEERING & DESIGN

City of Wyoming, Michigan

Design & Engineering Services - 2025 Byron Center Avenue & 56th Street Intersection Improvements - Amendment 1

August 19, 2024 at 4pm

Design Phase	Hourly Rate	Project Hours	Unit Price	Total Cost
Project Manager				
<i>Project Management (Included)</i>	\$ 170.00	12		\$ 2,040
<i>Submittal QAQC</i>		8		\$ 1,360
<i>Meetings (estimate 3)</i>		3		\$ 510
Administrative	\$ 90.00	5		\$ 450
<i>Assist w/ Prep of Meeting Agendas, Notes & Project Summary</i>				
Senior Project Engineer				
<i>Utility Coordination</i>		12		\$ 1,680
<i>Proposed Roadway Widening Design</i>		40		\$ 5,600
<i>Proposed Sidewalk Ramp Design</i>		0		\$ -
<i>MOT / Traffic Signal Design / Pavement Marking / Signing</i>	\$ 140.00	60		\$ 8,400
<i>Cost Estimating</i>		16		\$ 2,240
<i>Specification Development inc Pavt Design, Program Application, NEPA Forms</i>		12		\$ 1,680
<i>ROW / Permit Drawings</i>		12		\$ 1,680
<i>Bid Advertisement & Assistance</i>		12		\$ 1,680
<i>Meetings (estimate 3)</i>		3		\$ 420
Project Engineer				
<i>Proposed Roadway Widening Design</i>		20		\$ 2,400
<i>Proposed Sidewalk Ramp Design</i>		0		\$ -
<i>MOT / Traffic Signal Design / Pavement Marking / Signing</i>	\$ 120.00	40		\$ 4,800
<i>Cost Estimating</i>		0		\$ -
<i>Specification Development inc Pavt Design, Program Application, NEPA Forms</i>		0		\$ -
<i>ROW / Permit Drawings</i>		0		\$ -
Design Cost Estimate				\$ 34,940

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR THE
PURCHASE OF AEDS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Stryker Sales, LLC for the purchase of 36 LifePak CR2 AEDs, including carrying cases, and cellular 4G data plans in the total amount of \$2,481.61 per unit.
2. It is also recommended City Council authorize the trade-in of existing AEDs in the total amount of \$10,800.00.
3. It is estimated the City will spend \$79,036.96 on the purchase of the AEDs and existing equipment.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of AEDs and associated equipment.
2. City Council authorizes the trade-in of existing equipment.
3. City Council authorizes the City Manager to sign the quote.
4. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: September 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: September 3, 2025
Subject: Public Safety AED Purchase
From: Lieutenant Aaron Brooks
CC: Chief Kim Koster
Captain Eric Wiler
Meeting Date: September 15, 2025

RECOMMENDATION:

It is recommended that the City Council approve the purchase of thirty-six (36) LifePak CR2 Cellular AED Defibrillators from Stryker for a total cost of \$79,036.96. Although Stryker is a member of NASPO, Sourcewell, and Savvik cooperative bid groups, the company has offered a greater discount than what is available through these contracts.

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:

Defibrillators are a vital tool our police officers use when responding to life-threatening medical emergencies in our community. Currently, every WYPD patrol vehicle is equipped with a LifePak1000 defibrillator, with additional units located throughout the police department and at the range facility. Most of these defibrillators are now 13 years old—well beyond the manufacturer’s recommended service life of 8 years—and are increasingly experiencing battery issues. The new recommended defibrillator is the LifePak CR2 Cellular AED, which is priced at \$2,481.61 per unit (includes AED, carrying case, and a cellular 4G Data Plan). The total purchase price of the thirty-six (36) LifePak CR2 Cellular AEDs is \$79,036.96.

BUDGET IMPACT:

Funds are budgeted for the purchase of defibrillators and are available in the Police – Patrol Operating Supplies Account: 205-301-31500-740.00



AED Fleet Update

Quote Number: 11033554

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: WYOMING POLICE DEPT

Rep:

Caleb Lohman

Attn:

Email:

caleb.lohman@stryker.com

Phone Number:

Mobile:

(269) 271-8805

Quote Date: 08/06/2025

Expiration Date: 9/30/2025

Delivery Address

Sold To - Shipping

Bill To Account

Name: WYOMING POLICE DEPT

Name: WYOMING POLICE DEPT

Name: WYOMING POLICE DEPT

Account #: 20110254

Account #: 20110254

Account #: 20110254

Address: 2300 DEHOOP AVE SW

Address: 2300 DEHOOP AVE SW

Address:

WYOMING

WYOMING

Michigan 49509-1816

Michigan 49509-1816

Equipment Products:

#	Product	Description	Qty	List Price	Sell Price	Total
1.0	99512-000970	LIFEPAK CR2 Cellular Defibrillator, Semi-Automatic, English, carrying case	36	\$3,367.00	\$1,986.53	\$71,515.08
2.0	11998-000334	KIT, EMERGENCY RESPONSE	36	\$64.00	\$41.00	\$1,476.00
Equipment Total:						\$72,991.08

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP1K-LPCR2	TRADE-IN-STRYKER LIFEPAK 1000 TOWARDS PURCHASE OF LIFEPAK CR2	36	-\$300.00	-\$10,800.00

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
3.0	50998-000027	LPCR2, 4G DATA PLAN	36	\$454.08	\$16,346.88
Data Solutions Total:					\$16,346.88



AED Fleet Update

Quote Number: 11033554

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: WYOMING POLICE DEPT
Attn:

Rep: Caleb Lohman
Email: caleb.lohman@stryker.com

Phone Number:

Mobile: (269) 271-8805

Quote Date: 08/06/2025

Expiration Date: 11/04/2025

Contract Start: 12/10/2024

Contract End: 12/09/2025

Price Totals:


Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$499.00
Grand Total:	\$79,036.96

Comments:

Prices: In effect for 30 days

Terms: Net 30 Days

Approved as to form:


Greg Stremers, City Attorney

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
CONFERENCE ROOM CHAIRS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of new chairs for the Police Chief's conference room from Interphase Interiors in the total estimated amount of \$10,084.49 using the State of Michigan MiDEAL contract.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of conference room chairs.
2. City Council authorizes the City Manager to sign the contract.
3. The 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: September 15, 2025.

Kelli A. VandenBerg, City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

Staff Report

Date: September 3, 2025
Subject: Police Chief Conference Room Seating Purchase
From: Troy Rinks, Facilities Maintenance Foreman
CC: Aaron Vis, Director of Public Works
CC: Kimberly Koster, Director of Public Safety
Meeting Date: September 15, 2025

RECOMMENDATION:

It is recommended that the City Council approve the purchase of new chairs for the Chief's conference room at the Police Department from Interphase Interiors for \$10,084.49 using MiDEAL Contract #240000000497.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The conference room located in the office of the Chief of Police is regularly utilized for a variety of purposes, including:

- Department leadership and command staff meetings,
- Interagency coordination and planning sessions,
- Interviews and promotional boards.
- Community partner meetings and public safety briefings.

The current seating in this room was acquired more than twenty years ago. After decades of use, the chairs have significantly deteriorated. Many of the chairs show wear to upholstery, diminished cushioning, and mechanical issues with mobility and adjustability.

Facilities staff worked with Police staff and a furniture designer to define and design seating to work efficiently in that space. A design recommendation and quotation were obtained from Interphase Interiors, a preferred Haworth retailer located in west Michigan and who has completed many of the office remodeling projects done at the Police Department building. Products proposed can be purchased using the MiDEAL Extended Purchasing Program titled Haworth Comprehensive Ergonomic & General Office Seating, Contract #240000000497. The estimated cost for the purchase of new chairs is \$10,084.49 and can be ordered once approved by the City Council.

Once approved, the project will be managed by the Facilities Department in coordination with the Police Department, with delivery and installation completed by October of 2025.

BUDGET IMPACT:

Sufficient funds exist in the Public Safety, Capital Outlay Account 205-301-30610-975.000.

Attachments:

Contract

MiDeal Haworth Contract No. 240000000497



Sold To:

WYOMING POLICE DEPARTMENT
2300 DEHOOP AVENUE SW
WYOMING MI 49509

Contact:

Email:

Ship To:

WYOMING POLICE DEPARTMENT
2300 DEHOOP AVENUE SW
WYOMING MI 49509

Contact

Email:

CITY OF WYOMING - CHIEF'S SEATING 8.27.2025

Sales Person: CATHY CLICK

Item	Qty.	Product	Price	
			Unit	Extended
CHIEF CHAIRS				
1	13	SJTX-30-401A5A	\$733.64	\$9,537.32
CHIEF CHAIRS		Soji Task XL,Faux L St,Knit Bk,Hgt Adj Arms,No Lum,Bk Lk,Adj Seat,Plst Bs,Hrd Cstr,Asmb		
Seating				
		Seat 1 Color (XJ)	Wellington	
		,XJ-BL	Wellington - Black, GRADE A	
		(XT)	Soji Knit	
		Back 1 Color (Inside),XT-1	Soji Knit - Carbon, GRADE A	
		Trim Color ,TR-F	Black, GRADE A	
		Base Color ,TR-F	Black, GRADE A	
			Subtotal for: CHIEF CHAIRS	\$9,537.32
3	1	1-0273	\$547.17	\$547.17
		Surcharge		
			Subtotal for:	\$547.17

Item	Qty.	Product	Price	
			Unit	Extended

Sub Total:	\$10,084.49
Tax:	\$0.00
Total:	\$10,084.49

Terms & Conditions - Interphase Office Interiors, Inc.**Payment Terms**

Interphase, Inc. shall make every effort to deliver and install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate and the Interphase obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that Interphase will be able to deliver and install only portions of the job at a time. Therefore, payment shall be made in accordance with the following terms:

1. All prices are FCA manufacturer point of shipment unless otherwise specified.
2. Terms are net 10 days from date of invoice. Customer will be invoiced for items as delivered. In no case is payment to be withheld for acceptable products should any portion of the job be unacceptable or undelivered. If any products are unacceptable or undelivered, the Customer must pay the balance of the invoice within 10 days, but may withhold the lesser amount of 10% of the total invoice or the value of the unacceptable products. The remaining balance is due 10 days after final delivery.
3. All materials are subject to Michigan State Sales Tax or other applicable State Sales Tax.
4. Interphase requires a deposit equaling 50% due at time of order (100% deposit for COM & COL). Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable according to the above terms and conditions. Other progress payments, as well as a deposit for delivery and/or installation, may be required throughout the order cycle depending on specific circumstances for each Buyer and order.
5. All orders are subject to credit approval.
6. An order is not cancelable once the order is confirmed by the vendor or manufacturer of the product, regardless of whether such confirmation is provided to Customer. Quick ships and fabric orders are not cancelable.
7. Customer agrees that the seller may pass through to Customer any charges, costs or fees that it incurs as result of Customer paying Seller through use of a credit card, debit card, credit facility or wire fees, and that such passed through charges, costs or fees may be subject to sales or use tax.
8. If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer agrees to be invoiced for 100% of the invoice, to be paid within 10 days. In addition, Customer shall pay a warehouse charge payable monthly beginning after 30 days of warehouse storage. Extra handling of product will be charged at our normal hourly rate. This could be a result of Customer's site not being ready or site conditions that impair installation.
9. Interphase retains, and Customer hereby grants to Interphase, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Interphase shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 1.5% per month (annual percentage rate 18%) will be charged on all past due balances. Customer shall pay all collection costs and attorney's fees in the event that the debt or any part thereof is referred to a collection agency or attorney.

General Terms

10. The quotation contained herein has been reviewed and approved by an authorized Customer representative for correct product, fabric, finishes and quantities. In addition, Interphase must have the opportunity to physically take its own measurements of the space to assure accuracies of custom ordered products. If actual measurements are not possible and Interphase must order from construction drawings and they are inaccurate, any extra expenses are Customer's responsibility. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates. A restocking fee, based on product cost and vendor policies, will be assessed on all changes made after acknowledgement date, or for any product cancellations.
11. Customer acknowledges that the products are manufactured by others. AS BETWEEN CUSTOMER AND INTERPHASE, THE GOODS ARE OTHERWISE "AS IS WHERE IS" WITH ALL FAULTS AND INTERPHASE MAKES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, ALL OF WHICH ARE DISCLAIMED AND EXCLUDED BY INTERPHASE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MECHANTABILITY, NON-INFRINGEMENT, SUITABILITY FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE MADE BY THE MANUFACTURER OF THE PRODUCTS. No third party, including any employee or agent of Interphase, is authorized to

Item	Qty.	Product	Price	
			Unit	Extended

make any representation, promise, or warranty concerning the goods and any statements made by those parties are not binding on Interphase unless in writing signed by an authorized representative of Interphase. Any technical advice furnished by Interphase or its employees or agents is for Customer's convenience only and Interphase assumes no obligation or liability for the advice given or the results obtained from that advice. Any claim must be made to Interphase in writing within five (5) days after delivery or installation of the products and if no claim is received by Interphase, Customer will have waived any such claim.

12. No liability shall accrue against Interphase as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.

13. Merchandise shipped direct to Customer will be the responsibility of Customer except as otherwise agreed in writing. The receiving Customer is responsible to inspect merchandise immediately upon receipt and file any necessary freight claims with freight provider.

Installation & Delivery Terms

14. Delivery and installation charges will be billed to Customer by separate invoice. Delivery and installation charges are not incurred by Customer until such services are provided by Interphase.

15. Change of Scope - Before or during installation, Customer may request additional services outside of the original project scope. A signed Change Order is required before additional services can commence. Layout changes during installation may result in additional product needs that could cause delays in the completion of the furniture installation and may result in additional charges.

16. Floor Protection - Interphase will provide necessary floor protection per building requirements. If other specific or extraordinary protection is needed, Customer must notify Interphase before the work begins.

17. Electrical Work - Unless specifically indicated, electrical work in the following areas is not included:

- a. Electrical Wiring to the Space
- b. Hardwiring of Feeds

Interphase can make arrangements for these services and Interphase will bill Customer accordingly.

18. Delivery - Free and clear access to docks and elevators for deliveries is required. Special arrangements or considerations must be noted prior to accepting the service proposal. Carry up delivery will result in additional charges.

19. Work Environment - Free and clear access to the work site for delivery, staging and installation is required. Electricity, heat, hoisting, lighting and elevator service will be furnished as required without charge to Interphase. Floors covered by this proposal shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of merchandise.

NOTE: Furniture deliveries/installations should not be performed side-by-side with other construction trades. The overlap in building construction and furniture installation increases the potential of additional costs brought about due to the quantity of personnel and equipment with simultaneous deadlines. Any damage caused by other trades will be the Customer's responsibility.

20. Working Hours - Normal delivery and installation services (including drive time) are conducted between the hours of 7:00 AM and 4:00 PM Eastern Time, Monday through Friday, excluding holidays. Services performed times and/or days other than normal may result in additional charges which may or may not include overtime billed at 1.5 times standard billing rates.

21. Staging Areas - Staging areas will be provided by Customer on the same floor and within the workspace.

22. Timeframes - Changes in the number of days allowed to complete the delivery and installation may result in additional charges.

23. Rework Preparation - Workstations, files, drawers, etc. shall be emptied/boxed/clear of space before the arrival of installation crews.

24. Trash Removal - Interphase will remove and discard trash related to the delivery and installation of furniture.

25. Final Cleaning - Interphase will wipe down the installed furniture after installation. Excessive cleaning necessary due to debris and dust by other trades is not included.

26. Punch List - Interphase will provide a project punch list to Customer upon significant completion of the installation.

27. Interphase will not be liable for damages not caused by its actions or negligence.

28. Insurance – Interphase will carry public liability, worker's compensation, property damage and automobile/truck insurance. Fire, tornado,

earthquake, flood, vehicle, general liability and other causality insurance related to the job site, the product, or the transit of the

Item	Qty.	Product	Price	
			Unit	Extended

product will be provided and paid by Customer. Customer shall be solely responsible for insurance coverage for the product from the time ownership passes to Customer, under these Terms and Conditions.

Pricing subject to change daily. A 50% deposit is required at time of order entry.

Customer Signature

Date

Approved as to form:



Greg Stremers, City Attorney

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FOR THE
PURCHASE OF GEAR LOCKERS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quotation from GearGrid LLC for the purchase of 18 gear lockers for the Burton Street Station, and 24 gear lockers for the Division Avenue Station in the total estimated amount of \$13,747.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quotation for the purchase of gear lockers.
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: September 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Quotation

Resolution No. _____

STAFF REPORT

Date: August 11, 2025
Subject: Gear Grid Equipment Lockers
From: Dennis Van Tassell, Fire Chief
CC: Kim Koster - Public Safety Chief
Kip Snyder – Deputy Public Safety Chief
Meeting Date: September 15, 2025

RECOMMENDATION:

It is recommended that City Council approve the purchase of 18 gear lockers for fire turnout gear and emergency response equipment for the Burton Street Station, and 24 gear lockers for the Division Avenue Station from GearGrid, LLC. The total cost of this project will be \$13,747.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Gear lockers keep essential rescue equipment ready to be utilized for emergency operations throughout the City of Wyoming. GearGrid's current quote is from NPP.Gov, which is a national cooperative procurement organization offering publicly solicited contracts to government entities. This will ensure the lowest pricing for this high-quality locker equipment. Plus, there would be an additional savings due to City staff assembling and installing the lockers.

The current gear lockers being utilized at these stations are beyond their service life. Staff have been able to make repairs on the current lockers to keep them operational but that is no longer the case. Also, the current lockers were installed during the construction of these stations in 1997 and are no longer adequate in size to store the amount of equipment necessary to ensure NFPA standards and MIOSHA compliance.

The City of Wyoming previously utilized GearGrid, LLC for the equipment lockers for the 36th Street and Gezon Fire Stations.

BUDGET IMPACT:

Funds are budgeted in account number 205-336-33800-975.000 Buildings Capital Outlay.

Attachment(s):

Contract

Quote

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: August 19, 2025.

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

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

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

Supplier means: GearGrid, LLC
[Name of supplying entity]
A Minnesota limited liability company
[State and type of entity, e.g., corporation, limited liability company, etc.]
670 15th St SW
[Supplier's street address]
Forest Lake, MN 55025
[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:

The City of Wyoming's Terms and Conditions #13 D will not be applied to this contract. All other conditions are incorporated.

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

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

City of Wyoming

By: _____
John Shay, City Manager

Approved as to form:

Gregory T. Stremers, City Attorney

GearGrid, LLC

By: [Signature]

[Signature officer, director, or principal of Supplier]

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

Date signed: 8/11, 2025

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 fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City, Accordingly:

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

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

C. Supplier must retain and, upon request, provide City access to and copies of all information and reports required by this provision that a state or federal agency determine are pertinent to ascertain compliance. If information required of Supplier is in the

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

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

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

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

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

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

6. **Payment to Supplier.**

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

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

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

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

8. **Information, Quality, and Related Requirements.**

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

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

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

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

indicated and applicable to any purchase, will not be subject to trade or cash discounts.

10. 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 Suppliers Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. 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



GearGrid Corporation
 670 15th St SW
 Forest Lake, MN 55025
 Phone: (651) 464-4468 Fax: (651) 464-4780
 www.geargridcorp.com

Quote Number: 00015137
 Quote Date: 7/9/2025
 Customer Number:

Project Name: Wyoming Dept of Public Sfty - wall-mount lockers
 Specification Section:
 Addenda Acknowledged:

Sold To:
 Wyoming Dept of Public Sfty
 Please Confirm.
 Wyoming, MI 49509

Ship To:
 Wyoming Dept of Public Sfty
 Please Confirm.
 Wyoming, MI 49509

Phone: (616) 227-5368 Fax: E-mail: jake.6489@wyomingmi.gov

Confirm To:	Carrier	F.O.B.	Terms	Quote Provided By:
Jake Lotterman	Old Dominion	Origin	Net 30	Lexi Van Ornum

Part Number	Description	UOM	Quantity Ordered	Price	Extended Amount
401818	LKR-18Wx72Hx20D-18openings	LOT	1	\$5,453.00	\$5,453.00
401824	LKR-18Wx72Hx20D-24openings	LOT	1	\$7,269.00	\$7,269.00

Quote Notes:

- (1) LKR - wall-mount - bank of 18
 - 18"W x 20"D
 - no doors (open-front style)
- (1) LKR - wall-mount - bank of 18
 - 18"W x 20"D
 - no doors (open-front style)
 - Color:
 - lockers come standard with: top adjustable shelf with nameplate holder, bottom adjustable shelf, three adjustable apparel hooks, and wire-grid back panel
- Full assembly required on-site
- No tax included (GearGrid is not responsible for collecting or remitting out-of-state sales tax)
- 3% processing fee applies to all credit card transactions

1. Assembly/Installation provided by: Wyoming Dept of Public Sfty
2. GearGrid can provide (NON-UNION, NON-CERTIFIED PAYROLL) Assembly and Installation for an ADDED price of: N/A
 Estimated Ship Date: Approximately Please check at time of order weeks after receipt of order.
3. This quote does not include nameplates, please source at www.firehouseid.com or locally
4. If Doors are ordered GearGrid does not provide padlocks or other locking devices unless otherwise indicated.
5. When Powerbars are ordered, electrical wiring, receptacles and installation of electrical are not included. Please consult local certified electrician.
6. GearGrid products are packaged on 74" long x 44" wide skids, standard trailer delivery. Off-loading by others. If lift gate or other special deliveries are desired, this must be requested at the time of initial quote request.

Net Order:	\$12,722.00
Freight:	\$1,025.00
Sales Tax:	
Order Total US \$:	\$13,747.00

Quotation is valid for 90 days for product costs; freight charges are valid for 30 days.

TERMS AND CONDITIONS OF SALE

1. **GENERAL.** These Terms and Conditions apply to all sales of goods ("Goods") by GearGrid, LLC ("GearGrid") to any proposed Buyer ("Buyer"). Any additional or different terms and conditions proposed by the Buyer are objected to and hereby rejected, notwithstanding any terms and conditions that may be contained in any purchase order, acknowledgment, notice, communication or other Buyer form, unless such additional or different terms are expressly accepted by Seller in writing, signed by an authorized officer of Seller. Acceptance by Buyer of any goods from Seller shall be considered acceptance of these Terms and Conditions. If these Terms and Conditions, or any related documents from Seller, are deemed to be a response to a Buyer document, then notwithstanding any additional or different terms that may be embodied in Buyer's document, Seller's response is expressly conditional on Buyer's consent to the additional and/or different terms and conditions set forth in these Terms and Conditions. If these Terms and Conditions are not acceptable to Buyer, Buyer must notify Seller in writing at once.
2. **VERBAL ORDERS.** Verbal orders are accepted only on the terms herein and in Seller's order acknowledgment. Any discrepancies between Seller's order acknowledgment and the Buyer's verbal order are not binding on Seller. PLEASE REVIEW GEARGRID'S ORDER ACKNOWLEDGMENT CAREFULLY.
3. **PAYMENT.** Unless otherwise stated in GearGrid's order acknowledgment or quotation, all invoices are due 30 days after the invoice date. Past due accounts will be charged interest at 1.5% per month, but not more the maximum interest rate allowed by law. Any wire transfer or related fees associated with payment of individual invoices will be the responsibility of the Buyer. A 3% fee will be added to any order paid using a credit card.
4. **SHIPPING DATES.** All shipping dates represent only a reasonable estimate of the time required for manufacturing at the time of order acceptance or quotation. These dates shall not be construed as promises or agreements to ship or deliver goods on specific dates.
5. **SHIPMENT - RISK OF LOSS.** Except as otherwise provided in Seller's invoice, all shipments will be made by F.O.B. Seller's manufacturing facility in Forest Lake, Minnesota. Shipping and insurance costs are not included in the individual product prices and shall be paid by Buyer. All goods are shipped at Buyer's risk. Title to the goods and risk of loss or damage shall pass to Buyer upon tender of delivery to the carrier in Forest Lake, Minnesota. All claims for shortage or for damage in transit must be reported to Seller within 10 days of delivery.
6. **DELAYS.** Delivery shall be subject to, and contingent upon, strikes, labor difficulties, riot, war, fire, delay or defaults of common carriers, governmental decrees or orders, inability to obtain necessary material or facilities or any other delays beyond Seller's reasonable control. Seller shall not be liable for any losses caused by such delays.
7. **CANCELLATION.** A cancellation fee will be applied to all cancelled orders. The amount of the cancellation fee will be based on the percent completion of the customer order.
8. **TAXES -** Seller's prices do not include taxes or other governmental charges with respect to the sale, purchase, delivery, use or transportation of Goods. Any such taxes which Seller may be required to pay or collect under any existing or future law shall be promptly paid to Seller by Buyer upon demand.
9. **WARRANTIES AND DISCLAIMERS.** Seller warrants to the Buyer that the Goods shall be free from defects in materials and workmanship for a period of one year from time of shipment. If Buyer notifies Seller in writing within the applicable period from the date of shipment by Seller ("Warranty Period") of such a defect in any Goods, and if Seller determines that such Goods are not in conformity with this warranty, Seller will repair or replace such Goods or refund to Buyer the purchase price of such Goods. Any claims not made within the Warranty Period are deemed waived by Buyer. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR AGAINST INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED BY SELLER.**
10. **PRODUCT WARRANTY PERIOD.** Unless otherwise stated, all GearGrid products are warranted as described in Warranties and Disclaimers, for a period of 2 years, except for the GridIron locker line which carries a 10 year standard warranty.
11. **RETURN & RESTOCKING POLICY.** Goods may not be returned without the Seller's consent, at its discretion and will be subject to a restocking fee. A minimum 25% restocking fee will apply to all returned products. No product may be returned without a Return Authorization and agreement provided by GearGrid. Any returned product received in damaged condition, will be subject to credit adjustment.
12. **LIMITATION OF REMEDIES. IN NO EVENT SHALL SELLER'S OBLIGATIONS WITH RESPECT TO ANY GOODS EXCEED THE PURCHASE PRICE PAID TO SELLER BY BUYER FOR THOSE GOODS. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGE, LOSS OR EXPENSE (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR GOODWILL), WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, STRICT TORT OR WARRANTY.**
13. **INTERNATIONAL TRANSACTIONS.** If the Goods are to be shipped outside of the United States, no shipment will be authorized until Seller has received an irrevocable letter of credit issued to Seller for the entire purchase price of the Goods and issued or confirmed by a bank located in the United States that is acceptable to Seller in its sole discretion. The Convention on Contracts for the International Sale of Goods shall not apply to any transaction subject to these Terms and Conditions.
14. **GOVERNING LAW/DISPUTES -** These Terms and Conditions shall be governed by and interpreted in accordance with the internal laws of Minnesota. No action with respect to the Goods or arising out of these Terms and Conditions may be brought by Buyer more than one year after the cause of action has accrued. All disputes shall be resolved in state or Federal courts located in Hennepin County, Minnesota.
15. **EXCLUSIVE AGREEMENT -** No agreement varying these Terms and Conditions will be binding upon Seller unless in writing and signed by an officer of Seller.
16. **ASSEMBLY AND INSTALLATION (WHEN APPLICABLE)** GearGrid will be responsible for assembly/installation for the items quoted when the price is indicated on quote and accepted by customer. Customer will be responsible for off-loading material from carrier and storing in a safe, secure environment until scheduled installation. Customer is responsible for noting any damage to shipment with carrier at the time of delivery. The damage to be noted on Bill of Lading prior to signing and accepting shipment. Customer will also immediately notify GearGrid of shipment damage via email to sales@geargrid.com. Evidence of damage including description and pictures will be necessary. Customer will be responsible for providing a trash receptacle for packing materials and skid disposal. Customer will be responsible for accurate field measurements prior to GearGrid releasing order for production. Field dimensions should also note the material make-up of walls or floors that lockers will be anchored into and any impediments that will require special installation circumstances. Inaccurate field dimensions or omission of special installation circumstances that require additional costs in terms of materials or labor will be the sole responsibility of Customer. Customer will coordinate a firm installation date no later than 30 days prior to the required install date to allow for installer to coordinate travel logistics. If jobsite is not ready for installation as of previously agreed upon date,

Customer will be responsible for additional travel, lodging and other costs associated with delay. Customer will make sure area is free and clear of any obstructions/clutter to allow for adequate space to work freely. Customer will advise of open days/hours work can be performed on site. GearGrid is not able to provide Certified Payroll or Union Wages.

17. **APPROXIMATE LABOR REQUIRED FOR ASSEMBLY AND INSTALLATION.** Using the information below will allow you to approximate the Man Hours required to assemble and install GearGrid products. These figures are provided as a courtesy and are dependent on a variety of factors including: labor experience and skill, jobsite conditions, accessories included, layout, etc. Please feel free to use these calculations, however GearGrid is not responsible for actual assembly and installation times.

First 6 Lockers: 1 hour per locker
Each locker after the first 6: .75 hours per locker
Locker Doors: Add .25 hours per door
Hose Racks, Slings, Miami, Suffolk, etc: 2 hours each

ORDINANCE NO. 11-25

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, DIVISION 12 OF THE CODE OF
ORDINANCES TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR THE
PINERY PARK APARTMENT HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. That Chapter 2, Article IV, Division 12 of Code of Ordinances, City of Wyoming, Michigan, is amended to read as follows:

DIVISION 12
TAX EXEMPTION AND SERVICE CHARGE FOR PINERY PARK
APARTMENT HOUSING PROJECT

Sec. 2-310.21. Purpose.

(a) Pursuant to section 15a of the Act, MCL 125.1415a, the city may encourage the development of low- and moderate-income housing by providing a service charge in lieu of property taxes. The city is authorized by that statute to establish or change the service charge to be paid in lieu of taxes by classes of housing exempt from property taxation under that statute at an amount the city chooses, not to exceed the taxes that would be paid.

(b) The city finds that (i) housing low income persons and families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of project will further related public purposes that enhance the city such as provision of affordable and supportive housing units.

(c) The Sponsors have offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct the Project, which will then be owned and operated as detailed in the definition of the Projects, to serve low income persons and families and the Sponsors have offered to pay the city on account of the Projects an annual service charge for public services in lieu of all *ad valorem* property taxes.

Sec. 2-310.22. Definitions.

(a) *Act* means the State Housing Development Authority Act of 1966, 1966 PA 346, 125.1401 *et seq.*

(b) *Authority* means the Michigan State Housing Development Authority.

(c) *Annual Shelter Rent* means the total collections during an agreed annual period from or paid on behalf of all occupants of each of the Projects for rent or occupancy charges, exclusive of Utilities charges.

(d) *LIHTC Program* means the Low-Income Housing Tax Credit program administered by the Authority under section 42 of the United States Internal Revenue Code of 1986, 26 USC §42.

(e) *Low income persons and families* means persons and families eligible to move into a housing project.

(f) *Mortgage Loan* means the loan(s) from a government-sponsored enterprise lender or another institutional lender to the Sponsors and/or other owners for the acquisition, construction, and/or permanent financing of the Projects on the Project Property and secured by mortgages on all or parts of the Projects.

(g) *Projects* means the 4% Project and 9% Project for low-income persons and families and related amenities and development located on the Project Property acquired, constructed, owned and operated by the Sponsors subject to any income and rent restrictions including but not limited to those under the LIHTC Program and any state or federal Regulatory Agreements (the *Use Restrictions*), to consist of:

- (1) For the substantial renovation of the existing senior building, a 2-story, 105-unit (99 one-bedroom and 6-two-bedroom units) multi-family building, on the south side of the Project Property as depicted in the shaded area on the Pinery Park Apartments Location map referred

to in subsection (3), with indoor community space and outdoor amenities. The estimated gross building area is 66,987 square feet. Amenities include a community room, office and storage areas. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities include outdoor seating areas (the 4% Project).

(2) For the demolition of the existing townhomes and construction of the new multifamily building, one 3-story building with 37 units (12 one-bedroom, 19 two-bedroom and 6 three-bedroom units), on the north side of the Project Property, with outdoor amenities. The estimated gross building area is 42,474 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Amenities will include a community room, lounge areas, office, work room and utility room. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities will include a patio with a grill and picnic area (the 9% Project).

(3) All improvements will be generally in accordance with the set of site plan documents dated August 11, 2025 for site plan approval provided by Callen Engineers and by other drawings and documents prepared by Sponsors and on file with the Wyoming Department of Community and Economic Development at the time of the Wyoming city Council meeting on August 18, 2025.

(h) *Project Property* means the following described real property:

That part of the Northeast 1/4 of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section 11; thence South 02 degrees 29 minutes East 1624.51 feet along the West line of said Northeast 1/4; thence North 87 degrees 32 minutes East 195.06 feet to the place of beginning of this description; thence North 02 degrees 28 minutes West 248.56 feet along the East line of Michael Avenue; thence Easterly along the Southerly line of former Railroad right-of-way (66.00 feet wide) a distance of 134.82 feet, along a 1465.99 foot radius curve to the left, the chord of which bears North 76 degrees 15 minutes East 134.76 feet; thence South 02 degrees 31 minutes East 22.33 feet to the Southwest corner of Lot 24 of MARY A. WHALEN'S PLAT; thence North 87 degrees 29 minutes East 162.35 feet along the Southerly line of said Lot 24 and its extension thereof; thence South 02 degrees 31 minutes East 225.02 feet along the centerline of Godfrey Avenue extended; thence North 87 degrees 29 minutes East 163.16 feet; thence South 02 degrees 28 minutes 45 seconds East 881.51 feet along the East line of the West 1/4 of the Northeast 1/4 of said Section 11; thence South 87 degrees 32 minutes West 134.05 feet to the East line of Godfrey Avenue (60.00 feet wide); thence South 89 degrees 50 minutes 30 seconds West 192.38 feet along the North line of the South 200.00 feet of said Northeast 1/4; thence North 02 degrees 28 minutes West 702.97 feet along the East line of MAREK PRIEST PLAT and its extension; thence South 87 degrees 32 minutes West 131.80 feet; thence North 02 degrees 28 minutes West 142.93 feet to the Place of Beginning.

(i) *Sponsor* means GLTC Partners, LLC, Pinery Park Apartments Limited Dividend Housing Association LLC and any entity that receives or assumes the Use Restrictions for either of the 4% Project or the 9% Project on the Property.

(j) *Utilities* means charges for gas, electric, water, sanitary sewer and other utilities furnished to the Project or its occupants and paid by the Sponsors.

Sec. 2-310.23. Property Tax Exemption.

(a) Pursuant to section 15a of the Act, from the time construction of either of the 4% or 9% Projects begins, that Project and the land on which it is located shall be exempt from *ad valorem* property taxes.

(b) This exemption for each Project shall remain in effect during the period any portion of the Mortgage Loan remains outstanding and that that Project remains subject to income and rent restrictions, but not longer than 50 years.

Sec. 2-310.24. Annual Service Charge.

(a) To the extent permitted by law, there shall be paid by the owner of each Project to the city an annual service charge in lieu of *ad valorem* property taxes equal to 1.0% of the Annual Shelter Rent collected for that Project during each operating year. The annual service charge in lieu of *ad valorem* property taxes to be paid during the period starting in the calendar year following the calendar year in which construction begins until the calendar year following the calendar year in which Annual Shelter Rents are first collected shall be equal to the *ad valorem* tax on that portion

of the Project Property in the calendar year before construction of that Project began.

(b) The annual service charge in lieu of taxes for each operating year of each of the Projects shall be payable in the same manner as general property taxes are payable to the city and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the general property tax act (1893 PA 206, as amended; MCL 211.1, *et seq*).

(c) To the extent permitted by law, the amounts paid pursuant to this section shall be in addition to the amounts paid pursuant to any municipal services agreement between the Sponsors and the city.

(d) Regardless of the previous subsections, the service charge to be paid each year in lieu of taxes for the part of each of the Project that is tax exempt but is occupied by other than low income persons or families shall be equal to the full amounts of the taxes which would be paid on that portion of the Project if the Project were not tax exempt.

Sec. 2-310.25. Contractual Effect of Ordinance.

(a) To the extent not otherwise prohibited by the constitution and laws of the state of Michigan, regardless of any part of subsection 15a(5) of the Act, MCL 125.1415a(5), to the contrary, a contract between the city and the Sponsors, with the Authority as a third party beneficiary of the contract to provide the tax exemption and accept payments in lieu of taxes as provided in preceding sections of this division is created and effectuated by the adoption of this division of the Code of Ordinances, City of Wyoming, Michigan.

(b) The Authority and the Sponsors are relying on this adoption and continued effect of this Division to determine the Project's financial feasibility and its qualification for the LIHTC Program and the Mortgage Loan. The city is relying on (i) the allocation under the LIHTC Program and the making of the Mortgage Loan for the Project, and (ii) on the acquisition, construction, ownership and operation of each Project as defined in this Division.

Section 2. Effective Date. This ordinance shall take effect on September 30, 2025.

Section 3. Severability. The sections and provisions of this ordinance are severable. If any section or provision of this ordinance is determined by any court of competent jurisdiction to be unconstitutional or invalid that determination shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance, other than the section or provision so declared to be unconstitutional or invalid.

Section 4. Inconsistency. To the extent permitted by law, provisions of ordinances that are inconsistent with this ordinance are repealed. If such a general repealer is ruled ineffective and any provision of this ordinance is inconsistent with any provision of any other ordinance, the provision of this ordinance shall be controlling.

Section 5. Codification. This ordinance shall be codified in exactly the form provided herein without any change to capitalization of terms, change of nomenclature, or other modifications.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on September 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 11-25
Introduced: 08.18.2025
Adopted: 09.15.2025

Staff Report

Date: August 12, 2025

Subject: Pinery Park Apartments PILOT Request

From: Nicole Hofert, Director of Community and Economic Development

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager

Meeting Date: August 18, 2025 (first reading) and September 15, 2025 (second reading)

RECOMMENDATION

Approve ordinance entitled, "Ordinance To Amend Chapter 2, Article Iv, Division 12 Of The Code Of Ordinances To Provide For A Service Charge In Lieu Of Taxes For The Pinery Park Apartment Housing Project." (August 18, 2025 (first reading) and September 15, 2025 (second reading))

Approve resolution entitled, "Resolution Approving And Authorizing Mayor And City Clerk To Sign Municipal Services Agreement For Pinery Park Apartment Housing Project." (September 15, 2025 meeting)

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
 - GOAL 4 – Encourage more affordable housing in the city.

DISCUSSION

Pinery Park Apartments Limited Dividend Housing Association LLC (Pinery Park Apartments) is proposing to reinvest in and add new units to its property located at 2300 Newstead Avenue SW utilizing the Low-Income Housing Tax Credits (LIHTC) issued by the Michigan State Housing Development Authority ("MSHDA").

The development would include renovation of the existing 105-unit senior multifamily building built in 1979. This multifamily building provides a key community resource for elderly and disabled residents. Twenty four percent (24%) of the units in the building are currently occupied by residents that are both elderly and disabled, with an additional forty-five percent (45%) being elderly only and thirty percent (30%) being disabled only. Sixty-four (64%) of the building's residents are over the age of 62, with a median resident age of 66.

The property serves some of the lowest income individuals in the City of Wyoming. Over ninety percent (90%) of the residents at Pinery Park have incomes below \$25,000, with over sixty-five percent (65%) of residents earning incomes of less than \$15,000. The resident demographics highlight the importance of preserving the affordable housing resource of Pinery Park Apartments.

The renovation of the senior building is estimated to cost \$5,535,200 and include updates to units (including bathroom, HVAC, and kitchen upgrades and repairs) as well as window and door replacements. The renovation also will include brick repairs, roofing replacement, lighting upgrades, carpeting and paint, and exterior upgrades including parking lot and sidewalk repairs.

The project also includes the replacement of four town-home buildings (and its 20 units) with a new 37-unit multifamily building.

In order to assist with the feasibility of the project, the developer is requesting a property tax exemption in conjunction with other assistance from the Michigan State Housing Development Authority (MSHDA). Under the proposed PILOT ordinance and municipal services agreement, the owning entity will pay the City 1% of total shelter rents as a payment in lieu of taxes (PILOT) and 3% of the total shelter rents as a municipal services agreement (MSA). These payments will be made and the tax exemption will remain in effect as long as the 45-year MSHDA loan funding agreement is in existence.

The timing of this approval process is designed to be completed by October 2025, in order for the developer to meet the 9% application round at MSHDA.

BUDGET IMPACT

Following is a breakdown of historical property tax revenue generated by the subject project with a comparison to the estimated shelter rent and associated PILOT and MSA payments the City will receive annually.

	Property Tax Payment	PILOT Payment	MSA Payment	Total Property Owner Payment	Total City Revenue
2024	\$208,528	N/A	N/A	\$208,528	\$39,056
2025 (Estimate)	\$213,310	N/A	N/A	\$213,310	\$40,063
2026 (Estimate)	N/A	\$14,326	\$42,979	\$57,305	\$45,694
2027 (Estimate)	N/A	\$14,748	\$ 44,243	\$58,990	\$47,038

Property Name: Pinery Park Apartments (Existing)
Project Location: 2300 Newstead Ave, SW Wyoming MI

Existing Community Context:

Pinery Park Apartments is an important affordable housing resource in the City of Wyoming. The community contains one hundred twenty-five (125), 100% Section 8 units. The property consists of a multifamily building on the south side of the property and four townhome building clusters on the north side of the property. The table below outlines the existing unit mix:

	1bd	2bd	3bd	Total
Senior Building	99	6		105
Townhomes		14	6	20

The one hundred five (105) unit multifamily building provides a key community resource for elderly and disabled residents. Twenty four percent (24%) of the units in the building are currently occupied by residents that are both elderly and disabled, with an additional forty-five percent (45%) being elderly only and thirty percent (30%) being disabled only. Sixty-four (64%) of the building's residents are over the age of 62, with a median resident age of 66.

The four townhome buildings provide an additional valuable twenty (20) affordable units, housing vulnerable community members. The median age of current residents in the townhomes is 37, with 41% of the residents having either a disabled or elderly designation.

Combined, the property serves some of the lowest income individuals in the City of Wyoming. Over 90% of the residents at Pinery Park have income below \$25,000, with over 65% of residents earning incomes of less than \$15,000. The resident demographics highlight the importance of preserving the affordable housing resource of Pinery Park Apartments.

PILOT and MSA request Context:

The valuable HUD Section 8 contract subsidizes the residents' rent payments and allows them to maintain housing at low-income levels. The contract restrictions, however, define the property's income potential and limit the ability of the property owner and management to adjust rent levels to market level rents. The income constraints for the property create a sustainability challenge as project expenses continually increase for both operations and maintenance. Three of the most significant expense increases over the past several years have been in property insurance, staffing wages, and real estate taxes.

The income subsidy contract has consistently only received 4% annual increases for property revenue. However, recent years have seen double digit percent increases in staffing wages to retain and attract quality staffing, and percent increases in property insurance and real estate taxes that

significantly outpace income growth. Combined with other increasing operating expenses, the property is not positioned to independently support significant capital improvement needs which will continue to become necessary for the property that has not undergone substantial rehabilitation since its 1979 construction.

PILOT and MSA Request:

A one percent (1%) PILOT and three percent (3%) MSA are requested for Pinery Park Apartments PPN: 411711252051. (Property Owner : Pinery Park Apartments Limited Dividend Housing Association, LLC)

The below table shows the impact the PILOT and MSA request would have had on the 2024 operating budget for Pinery Park Apartments.

Pinery Park 2024 Real Estate Tax	\$208,306
Pinery Pary 2024 Revenue	\$1,415,318
1% PILOT (2024 Revenue)	\$14,153
3% MSA (2024 Revenue)	\$42,459
Combined Proposed Pinery Payment 2024	\$56,612

Approval of the PILOT and MSA request will not only help stabilize the existing Pinery Park affordable housing community, but position the property to seek a broader comprehensive substantial rehabilitation of the existing senior multifamily building and construction of new and replacement units on a reimagined portion of the property.

The proposed development plan utilizes both competitive and non-competitive MSHDA tax credit financing, new property debt financing, and owner financed gap funding to achieve large scale property modernizing improvements and create additional affordable housing units available in the community.

The current hard cost construction budget for the senior building renovations is estimated at over \$5.5M. Some elements of the proposed rehabilitation scope for the multifamily building include new building roofing, new siding, new windows, updated kitchen cabinets and appliances, updated bathroom fixtures, updated unit flooring and lighting, updated unit conditioning units, parking lot repavement , and improved common area accessibility upgrades, greatly improving the quality of life for the residents and long-term sustainability of the community housing resource.

The plan involves the demolition of the existing 20 townhomes and construction of a new 37-unit multifamily building. The table below outlines the proposed new unit mix:

	1bd	2bd	3bd	Total
Senior Building	99	6		105
Family Multifamily	12	19	6	37

The new construction effort not only improves the quality of the existing residents’ housing, but adds an additional seventeen (17) units of affordable housing available to help meet the known community need of affordable units. The additional 17 units added to the property will not receive direct HUD subsidy, but will remain affordable, targeting residents at or below 80% area median income levels. The estimated hard costs construction budget of the new building is over \$12M and also includes adding new community room facilities and a picnic area for residents.

The partnership between the City Wyoming, MSHDA, and the property owner would facilitate a combined rehabilitation and development plan that would bring over an estimated \$17.5M in hard construction cost investments into the community.

The development plan would request competitive and non-competitive financing in October 2025 which, if successful, would yield financing awards in January 2026 and a construction start in late spring/early summer of 2026.

The below table shows the projected year one PILOT and MSA payment for the proposed development:

Pinery Park 2024 Real Estate Tax	\$208,306
Pinery Pary Year 1 Development Projected Revenue	\$1,717,668
1% PILOT	\$17,177
3% MSA	\$51,530
Combined Proposed Pinery Payment 2024	\$68,707

PILOT transferability

The rehabilitation and development plan for the property would require a transfer in property ownership for the new financing structures. Therefore, it is requested that the PILOT and MSA ordinances for the property allow for transferability of the agreement to the new ownership entity(ies) as required for structured financing.

Pinery Park Preservation and Expansion – Twin Deal Context & Overview

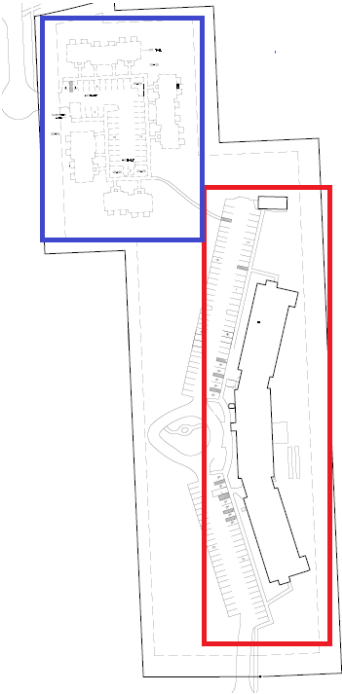
The proposed development plan utilizes a 9%/4% LIHTC twinning strategy to both preserve the existing 105 senior units and increase the supply of affordable family units through a new 37-unit construction family community. The project will increase the total number of affordable units at the site from one hundred twenty-five units (125) to one hundred forty-two units (142).

If the property receives the LIHTC financing, the property name would transition from Pinery Park Apartments into two separate property names; one for each multifamily building while keeping the

same parcel number to encompass both properties. The new property names would Pinery Park Senior Apartments and Pinery Park Family Apartments.

The 4% LIHTC bond transaction will finance a substantial renovation of the existing senior multifamily building located on the southern end of the property. Below is a layout of the overall site with the two existing product types in boxes as labeled.

Red Box – Existing Senior Multifamily
 Blue Box – Existing Family Townhome



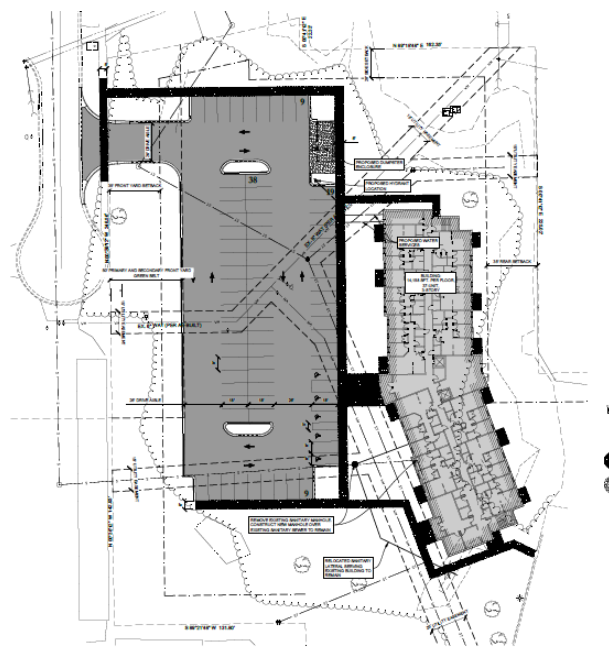
The 4% transaction is proposed as a pass-through bond structure, utilizing an immediate Freddie TEL permanent financing. Currently, all project gaps are projected to be filled by seller and owner contributions. The LIHTC transaction would allow for comprehensive rehabilitation, addressing critical building upgrades to outdated construction practices and materials and stabilize core systems while providing modernized unit interiors and enhanced quality of life for the seniors. The picture below provides an example of an impact of the outdated construction techniques and the need for proper weather barrier installation and roofing upgrades at the building to ensure safety of the residents and longevity of the affordable housing resource.

The 9% transaction will involve demolition of the existing 20 townhomes on the northern portion of the site and construction of a new 37-unit multifamily building, increasing both quality and quantity of affordable units . In addition to new units, the building will add additional community space and site amenities. The table below outlines the proposed new site unit mix:

	1bd	2bd	3bd	Total
Senior Building – 4%	99	6		105
Family Building – 9%	12	19	6	37

The existing Sec 8 HAP contract will be bifurcated and the former 20 townhome unit portion of the contract will be assigned to the new 37 unit building, leaving 17 LIHTC only units in the building. During the construction period, pass-through leases will be obtained from HUD for the townhome units which will allow for the continuation of subsidy payments during construction and support temporary relocation activity.

The below picture plan shows the new site layout for the northern portion (blue box area from above) of the site:



APPLICATION FOR PAYMENT IN LIEU OF TAXES (PILOT)

PROJECT NAME:	Pinery Park Apartments	
PILOT PERIOD REQUESTED:	20	Years (Should match term of qualifying mortgage)
NUMBER OF PARCELS IN PROJECT AND PARCEL NUMBERS:	1 parcel; PPN 41171125051	Number of Parcels and Parcel Numbers
APPLICATION TYPE: (Check all that apply)	<input checked="" type="checkbox"/> NEW PROJECT <input checked="" type="checkbox"/> RESTRUCTURE OF PROJECT FINANCING <input type="checkbox"/> CHANGE IN OWNERSHIP	
PILOT Percentage Requested:	1% PILOT, 3% MSA	

A. OWNERSHIP INFORMATION

NAME OF OWNERSHIP ENTITY:	Pinery Park Apartments Limited Dividend Housing Association, LLC
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TYPE OF OWNERSHIP:	<input type="checkbox"/> LIMITED DIVIDEND HOUSING ASSOCIATION <input type="checkbox"/> QUALIFIED NONPROFIT HOUSING CORPORATION <input type="checkbox"/> CONSUMER HOUSING COOPERATIVE <input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY OR CORPORATION <input type="checkbox"/> OTHER: (DESCRIBE)
--------------------	--

DEVELOPER/SPONSOR:	GL Holdings LLC
DEVELOPER ADDRESS:	4530 E Thousand Oaks Blvd, Suite 100 Westlake CA 91362

CONTACT PERSON:	James Crowder
TELEPHONE:	805.413.0604
EMAIL:	james.crowder@ccinvest.com

B. CITY APPROVALS NEEDED

PLANNING COMMISSION	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT APPLICABLE
	STATUS:
ZONING BOARD OF APPEALS	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT APPLICABLE
	STATUS:
OTHER:	STATUS:
EXPECTED PROJECT START DATE:	
EXPECTED PROJECT COMPLETION DATE:	

C. PROJECT INFORMATION

Project Address:	2300 Newstead Ave SW, Wyoming MI 49509
General Location (e.g. cross streets)	On Newstead Avenue, between Alger St SW and Michael Ave SW
Is Project located in a Renaissance Zone?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is Project located in a Neighborhood Enterprise Zone?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is Ownership Entity able to demonstrate site control?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Note: Project is not eligible for PILOT if Ownership Entity is not able to demonstrate site control. Site control is demonstrated through ownership, purchase/option agreement, etc. Contact the Community and Economic Development Department with questions regarding sufficient documentation.

Provide a complete description of the project including the parties involved, necessary background information, number of parking spaces being provided, and any special certification (e.g. LEED) the project will target. (Provide attachment if necessary)

Please see Project Narrative attachment

If project financing is being restructured, detail all physical improvements to the project completed within the last five (5) years and any planned improvements. (Provide as attachment if necessary)

Please see Physical Improvements attachment

D. BUILDING INFORMATION

Building Type (e.g. single/multi-family, number of floors)	Multifamily and Townhome
Total Number of Units:	125(existing) , 142 (potential)
Number of Rent Restricted Units:	125 (existing) 142 (potential)
Number of Market Rate Units:	0
Total Number of Barrier-Free Units:	
Target Demographic(s) (seniors, families, persons with disabilities)	Seniors and Family

Transitional Housing for Homeless Project	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Emergency Shelter Project	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Targeted Income (% of Area Median Income)	Proposed: 105 units – 60%;
Residential Space Square Footage:	91,255 (existing) ; 98,194 (potential)
Non-Residential (N/R Space):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Square Footage (of N/R Space):	4,780 (existing), 13,831 (potential)
Use (of N/R Space):	Community rooms, offices, storage, lobby, hallways
Zone District:	R-4

Describe how the project will fit into the neighborhood:

The existing residential community was built in 1979 and has been an integrated part of the community for over four decades. The potential new project will bring updates to the senior building but will not change the existing character of the building and the potential new multifamily family building is being designed to height standards consistent with the existing zoning and in a style that captures the neighborhood character in present day.

Provide neighborhood feedback regarding any proposed new construction:

N/A

E. UNIT INFORMATION

Unit Type	Number of Units (existing)	Number of Units (potential)	Average Unit Size (sq. ft.)	Projected Monthly Rent per Unit (including utility allowances)	
				Restricted Rate (potential w/o Sec 8)	Market Rate *
Rent Restricted Units					
1-Bedroom	99	111	633(existing) 637 (potential)	\$1,108; \$1,010 w/ \$98 UA	\$1,310
2-Bedroom	20	25	1047(existing) 818(potential)	\$1,505; \$1,350 w/\$155 UA	\$1,595
3-Bedroom	6	6	1275(existing) 1060 (potential)	\$1,570 \$1413 w/\$157 UA	\$2,067
Subtotal	125	142			

*The expected market rate for the rent restricted unit. The information is used for comparison purposes. **Note: The Restricted rate and Market rate listed are for the potential units that will not contain project-based subsidy from HUD. All 125 existing units and 125 of 142 of the potential units will have project-based rent subsidy from HUD. Tenants for those units are only required to pay up to 30% of their income towards the rental rate. The tenants in those 125 units are typically contributing rent less than 30% of the actual restricted rate from their income.**

Provide a description of the units in the project:

Unit Type	Number of Units	Average Unit Size (sq. ft.)	Projected Monthly Rent per Unit (including utility allowances)
Market Rate Units	N/A	N/A	N/A
0-Bedroom			
1-Bedroom			
2-Bedroom			
3-Bedroom			
4-Bedroom			
5-Bedroom			
Subtotal	0		
Total	0		

F. PROJECT FINANCING

Federally aided Mortgage, Advance, or Grant	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Loan/Credit Program	Term of Financing	Amount
		\$
		\$
		\$

State-aided Mortgage, Advance, or Grant	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Loan/Credit Program	Term of Financing	Amount
		\$
		\$
		\$

City-aided Mortgage, Advance, or Grant	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Loan/Credit Program	Term of Financing	Amount
		\$
		\$
		\$

Low Income Housing Tax Credits (LIHTC)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Loan/Credit Program	Term of Financing	Amount
9% LIHTC credits		\$13,693,630
4% LIHTC credits		\$6,543,489
4% Bonds (estimated bond issuance – that will be a back to back with a private Freddie MAC loan)		\$6,760,000

LIHTC Application Date:	Oct 1 2025
LIHTC Status:	Existing units not subject to LIHTC, All potential units would be subject to LIHTC
Initial Use Commitment in LIHTC Application:	15 Years
Extended Use Commitment in LIHTC Application:	30 Years
Total Length of Affordability Commitment in LIHTC Application:	45 Years

Contact Person for Qualifying Federal or State Financing:	Elizabeth Rademacher LIHTC credits
Phone Number:	517.290.6732
Email:	Rademachere3@michigan.gov

Description and status of other (private) financing:	The potential substantial renovation and new construction LIHTC project are anticipated to use Freddie Mac Tax -exempt Loan debt for renovation of the senior building and Freddie Mac forward permanent financing for the new construction financing. In addition to that private debt, the owner is committing a seller note towards the property acquisition costs as well as deferred developed fee notes, and sponsor notes that will be funded from their paid developer in order to fill the financial gaps to achieve the substantial property and community improvements.
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Description why PILOT is necessary:	The project's restricted Section 8 rents do not allow for owner discretion in increasing rents to meet expenses. The owner has been funding critical repairs from capital contributions, but there is not a sustainable path to stabilize the operations of the property given other rising fixed costs without a reduction in taxes. The PILOT allows for revenue for needed capital projects for the existing project. The PILOT also allows for potential debt financing structure in the context of a LIHTC transaction that would bring in substantial capital for a comprehensive renovation and new construction updates when added to owner financial notes and contributions. The PILOT is critical for avoiding deterioration of the existing affordable housing resource and opens the door for substantial improvements for resident living conditions.
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G. ADDITIONAL INFORMATION

Attach the following required documents to this application.

- Ownership Entity Organizational Documents
- Description of Project
- Legal Description of property (electronic version should be available on request)
- Evidence of Site Control
- Statement of Development Team Experience (be specific)
- Sources and Uses Statement (indicate if the funding is committed or pending)
- Operating Proforma (highlighting PILOT contribution to project)
- Financing Mortgage

- Financing Note
- Financing or Development Agreement/Copy of Regulatory Agreement
- Location Map of Project Parcels
- Property Manager Portfolio (of properties)
- Capital Improvements Schedule
- Other Attachment (Describe)


Provide explanation below if any required documents are unavailable at the time of this application.

Please see narrative provided in other attachments.

The applicant is responsible for providing written notification to the Community and Economic Development of any change in the information contained in this application or its attachments as soon as the applicant becomes aware of the change.

The City reserves the right to request additional information and/or supporting documentation related to this application.

The undersigned hereby attests that to the best of his or her knowledge the information presented herein, including the attachments, is true and correct.



Date: 8/11/25

Signature of Authorized Representative

Name: James Crowder

Title: EVP, Acquisitions and Asset Management

ORDINANCE NO. 12-25

ORDINANCE REQUEST TO AMEND ZONING CODE SECTIONS 90-402A “SPECIAL PERMITTED USES AFTER SPECIAL APPROVAL”, 90-407A “SPECIAL PERMITTED USES AFTER SPECIAL APPROVAL”, 90-438A “SPECIAL PERMITTED USES AFTER SPECIAL APPROVAL”, 90-407B “PRINCIPAL PERMITTED USES”, 90-408B “PERMITTED USES AFTER SPECIAL APPROVAL”, 90-412B “PRINCIPAL PERMITTED USES”, 90-413B “SPECIAL USES”, 90-424B “PERMITTED USES”, 90-412C “SPECIAL USES”, 90-1309 “BUILDING HEIGHT TRANSITION AREA”, 90-2100 “APPLICABILITY”.

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 4, Section 90-402A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-402A. - Permitted uses after special approval.

The following uses shall be permitted subject to the approval of the planning commission:

- (1) Private parks, country clubs, golf courses and golf driving ranges adjoining a golf course or country club.
- (2) Telephone exchange buildings, electric transformer stations and substations and gas regulator stations.
- (3) Nursery schools, day nurseries and child care facilities for the care of seven or more people.
- (4) Cemeteries.
- (5) Mineral extraction, borrow pit and topsoil removal.
- (6) Commercial greenhouses.
- (7) Adult education facilities not operated for profit.
- (8) Agricultural uses.
- (9) Public, parochial, or private elementary, intermediate or high schools.
- (10) Community centers.

Section 2. That Chapter 90, Article 4, Section 90-407A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-407A. - Permitted uses after special approval.

The following uses shall be permitted subject to the approval of the planning commission:

- (1) Private parks, country clubs, golf courses and golf driving ranges adjoining a golf course or country club.
- (2) Telephone exchange buildings, electric transformer stations and substations and gas regulator stations.
- (3) Nursery schools, day nurseries and child care facilities for the care of seven or more people.
- (4) Cemeteries.
- (5) Mineral extraction, borrow pit and topsoil removal.
- (6) Commercial greenhouses.
- (7) Adult education facilities not operated for profit.
- (8) Agricultural uses.
- (9) Public, parochial, or private elementary, intermediate or high schools.
- (10) Community centers.

Section 3. That Chapter 90, Article 4, Section 90-438A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-438A. - Permitted uses after special approval.

The following uses shall be permitted subject to the approval of the planning commission:

- (1) Private parks, country clubs, golf courses and golf driving ranges adjoining a golf course or country

- club.
- (2) Telephone exchange buildings, electric transformer stations and substations and gas regulator stations.
- (3) Nursery schools, day nurseries and child care facilities for the care of seven or more people.
- (4) Cemeteries.
- (5) Mineral extraction, borrow pit and topsoil removal.
- (6) Commercial greenhouses.
- (7) Adult education facilities not operated for profit.
- (8) Agricultural uses.
- (9) Public, parochial, or private elementary, intermediate or high schools.
- (10) Community centers.

Section 4. That Chapter 90, Article 4, Section 90-407B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-407B. - Principal permitted uses.

- (1) All **principal permitted uses** in the B-1 business district.
- (2) Retail businesses whose principal activity is the sale of new merchandise within a completely enclosed building. Up to 15 percent of the sales area may be used for the sale of used merchandise.
- (3) Business service establishments, such as office machine, printing and copying.
- (4) Any service establishment of an office, showroom or workshop nature, such as a decorator, upholsterer, caterer, exterminator, building contractor and similar establishments that require outlet, except that no outdoor storage yards shall be permitted.
- (5) Physical culture facilities, such as gymnasiums and reducing salons.
- (6) Automobile, truck, motorcycle, trailer, recreation vehicle or boat showrooms, excluding outdoor storage or display of sales product.
- (7) Business schools or private schools operated for a profit.
- (8) Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations.
- (9) Hotels and motels.
- (10) Printing and publishing.
- (11) Bus passenger station.
- (12) Funeral homes or mortuaries.
- (13) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens and other similar uses.
- (14) Commercial greenhouses of less than 1,000 square feet in floor area.
- (15) Business recreation uses as follows:
 - (a) Indoor theater.
 - (b) Bowling alley.
 - (c) Skating rink.
- (16) Accessory buildings and uses customarily included incidental to the above uses.
- (17) Off-street parking.
- (18) Reserved.
- (19) Reserved.
- (20) Nursery schools, day nurseries and child care facilities for the care of seven or more people.
- (21) Reserved.
- (22) Athletic training facility.

Section 5. That Chapter 90, Article 4, Section 90-408B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-408B. - Permitted uses after special approval.

The following uses may be permitted in the B-2 business district, subject to the approval of the planning commission:

- (1) All permitted uses after special approval in the B-1 business district.
- (2) Amusement machine parlors.

- (3) Automobile car wash establishments.
- (4) Drive through restaurants.
- (5) Automobile gasoline and automobile service stations.
- (6) Wholesale stores, storage facilities, warehouses, distributing plants, freezers and lockers. Not permitted in the downtown development authority area.
- (1) Open air business uses. Not permitted in the downtown development authority area, with the exception of outdoor dining with table service.
- (2) New or used motor vehicles, except those trucks exceeding 5,500 pounds in vehicle weight, or recreation vehicles, including boats, snowmobiles, travel trailers, campers, motor homes, tents and accessory equipment sales or rental, wherein motor vehicles or recreation vehicles are stored or displayed outside.
- (3) New or used mobile homes, excavation equipment, machinery or farm implement sales. Not permitted in the downtown development authority area.
- (4) Commercial greenhouses exceeding 1,000 square feet of floor area. Not permitted in the downtown development authority area.
- (11) College or university.
- (12) Radio or television tower.
- (13) Uses similar to the principal permitted uses of section 90-407B and not listed elsewhere in this chapter as a principal permitted use or **permitted use after special approval**.
- (14) Boardinghouses. Not permitted in the downtown development authority area.
- (15) Cocktail lounges, nightclubs, **dancehalls**, and bars.
- (16) Adult businesses as defined in Article I, Section 14-2 of this Code. Not permitted in the downtown development authority area.
- (17) Billiard rooms and pool halls. Not permitted in the downtown development authority area.
- (18) Sales of used merchandise, pawnshop or secondhand dealers, and rental of new or used merchandise excluding motor vehicles.
- (19) Multiple family.
- (20) Places of Worship.
- (21) Community centers.
- (22) Outdoor cookers (when accessory to a brick-and-mortar restaurant) (see Sec. 90-332).
- (23) Transitional housing for more than ten individuals.
- (24) Permanent supportive housing for more than ten individuals.
- (25) Emergency shelter within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.
- (26) Event Center.

Section 6. That Chapter 90, Article 4, Section 90-412B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-412B. - Principal permitted uses.

In the B-3 business district the following uses are permitted:

- (1) **All principal permitted uses** in the B-1 **business** district.
- (2) Department, variety and general merchandise stores.

Section 7. That Chapter 90, Article 4, Section 90-413B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-413B. - Permitted uses after special approval.

The following uses shall be permitted in the B-3 business district, subject to the approval of the planning commission:

- (1) All principal permitted uses allowed in the B-2 **business** district.
- (2) Radio, television, microwave or wireless communication towers.
- (3) Community centers.
- (4) Secondhand dealers.
- (5) Drive through restaurants.

- (6) Outdoor cookers (when accessory to a brick-and-mortar restaurant) (see Sec. 90-332).
- (7) Transitional housing for more than ten individuals.
- (8) Permanent supportive housing for more than ten individuals.

Section 8. That Chapter 90, Article 4, Section 90-424B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-424B. - Principal permitted uses.

The following uses shall be permitted in the B-3 business district, subject to the approval of the planning commission:

- (1) The wholesaling, or warehousing of any item except for the sale or leasing of motor vehicles.
- (2) Industrial establishments as follows:
 - (a) The assembly, fabrication, manufacture, packaging or treatment of such products as food products (excluding butchering and animal slaughtering), candy, beverage alcohol production (without accessory dining), drugs, cosmetics and toiletries, musical instruments, optical goods, toys, novelties, electrical instruments and appliances, radios and phonographs; pottery and figurines or other ceramic products using only previously pulverized clay.
 - (b) The assembly, fabrication, manufacture or treatment of such products from the following previously prepared materials: Bone, canvas, cellophane, cloth, cork, felt, fibre, glass, leather, paper, plastics, precious or semiprecious metals or stones, sheet metal (excluding large stampings such as automobile fenders or bodies), shell, textiles, wax, wire, wood (excluding saw and planing mills) and yarns.
 - (c) Tool and die shops; metal-working machine shops involving the use of grinding or cutting tools, manufacturing of tools, dies, jigs and fixtures; publishing, printing or forming of box, carton and cardboard products.
 - (d) Laboratories, research or testing.
 - (e) Central dry cleaning plants and laundries.
- (3) Public utility buildings, telephone exchange buildings and electric transformers.
- (4) Accessory buildings and uses customarily incidental to the above uses.
- (5) Off-street parking.
- (6) Office type uses.
- (7) Billboards, when abutting a freeway or major thoroughfare.
- (8) Municipal buildings and uses.
- (9) Building and construction contractors with no outside storage.
- (10) Distribution Centers

Section 9. That Chapter 90, Article 4, Section 90-412C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-412C. - Permitted uses after special approval.

The following uses shall be permitted in the PUD-3 planned health care district, subject to the approval of the planning commission:

- (1) Psychiatric or substance abuse centers.
- (2) Accessory incinerators used only for waste generated on the site and which meet all local, state and federal regulations.
- (3) Helipads and heliports accessory to a hospital.
- (4) Multiple family housing. Development provisions for the R-4 low density multiple family residential district shall apply.
- (5) Hotels and motels.

- (6) Retail and wholesale sales, distribution, storage, repair and service of medical equipment; storage of medical, dental and surgical supplies.
- (7) Radio, microwave or wireless communication towers accessory to a hospital.
- (8) Secondhand dealers.
- (9) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens or similar use.
- (10) Funeral homes or mortuaries.
- (11) Gasoline/convenience store associated with a supermarket.
- (12) Drive through restaurants.

Section 10. That Chapter 90, Article 11, Section 90-1309 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1309. – Building height transition area.

There shall be a building height transition area (Refer to Map 90-1309) for lots located within the corridor urban (CU) and corridor general (CG) context areas abutting existing R-2 residential zoning districts and when abutting the corridor **neighborhood** (CN) context area. Within the building height transition area, buildings shall be limited to two stories. The building height transition area shall be 140 feet in depth.

Section 11. That Chapter 90, Article 11, Section 90-2100 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-2100 – Applicability.

The following terms are defined for the purpose of the City of Wyoming Form Based Code. In instances where terms are not defined here, they may be defined elsewhere in the existing municipal zoning ordinances. In such cases the definitions contained within the existing zoning ordinances shall be used for the administration of the City of Wyoming Form Based Code. In instances where terms are defined in both the existing ordinances and here, the definitions here shall prevail for the administration of the City of Wyoming Form Based Code.

Sec. 90-2101. - DEFINITIONS "A".

Active use: A use at the street level of a building that allows physical and visual activity to occur between the inside of the building and the sidewalk area. A group of buildings with active street level uses will generate pedestrian activity on the sidewalk and vehicular activity in the thoroughfare. Typical active uses include retail and restaurants at the street level.

Adjacent grade: The exterior grade immediately adjacent to the building or structure from which measurements shall be taken.

Alley: Refer to "rear alley."

Apartment building type: A lot located and designed to accommodate a multi-story building with multiple dwelling units above and beside each other.

Architectural elements: Elements of a building that may project from the façade into the required setbacks, beyond the build-to-zones or into the public right-of-way as indicated in division 3, encroachments. These include balconies, awnings, canopies, eaves, cornices, bays, and projecting signs.

At-grade entry: An entry door that has a zero-step entrance.

At-grade frontage: The at-grade is a frontage type placed along the Principal Frontage line in a build-to-zone. It provides an at grade (zero step) entry into residentially scaled buildings and may be associated with lobby buildings (such as apartments).

Attic: An interior space of a building that has only a single floor of habitable space and that occurs within the pitched roof structure, whether conditioned or not. Attic space is typically not among the number of stories regulated by context area or building type, unless otherwise noted.

Awning: A retractable or fixed shelter projecting from and supported by the exterior wall of a building and constructed of non-rigid materials on a supporting framework.

Awning sign: A sign that typically includes letters, logos, symbols and/ or designs that is integrated into an awning.

Sec. 90-2102. - DEFINITIONS "B".

Balcony: An open outdoor portion of an upper floor.

Balcony private frontage: The balcony is a frontage type placed along the principal frontage line. It is typically associated with mixed use buildings. The frontage combines an upper balcony that is recessed into the building mass with a storefront at the first story. The storefront portion of this frontage shall be designed in a way that promotes an attractive, convenient shopping experience.

Basement: An interior space of a building that has more than one-half of its height below grade.

Bay or bay window: An interior portion of an upper floor extending beyond the building's exterior wall plane that is not supported from below by vertical columns or piers.

Building façade: The exterior walls of a building that face either a principal or secondary frontage line.

Building footprint: The shape and placement of the ground floor of a structure on the parcel.

Building footprint, condominium site: The area of the condominium site within which the main building or structure may be constructed as described in the master deed for the site condominium project.

Building height: Refer to "height, building."

Building to line: A measurement that defines the edge in which the building walls that face frontage lines are required to be built to. When a build-to-line is indicated on a building type, it is a requirement and not a permissive minimum as is a set back line.

Build to zone: A measurement that defines the range (or zone) in which building walls that face frontage lines are required to be located within. When a build-to-zone is indicated on a building type, it is a requirement that the building walls are constructed within this range.

Building type: Building types describe the various forms of buildings that are allowable in the City of Wyoming Form Based Code. Each building type has its own specific massing, composition, site placement (disposition), and vertical dimension that create its unique attributes. Building types are regulated in division 6 and are allowable within various context areas.

Building composition: The essential architectural characteristics that define a specific building type.

Sec. 90-2103. - DEFINITIONS "C".

Canopy: A fixed shelter projecting from and supported by the exterior wall of a building and constructed of metal or other rigid materials.

Canopy sign: A sign that typically includes letters, logos, symbols and/ or designs that is integrated into a canopy.

Civic building: Civic buildings contain uses of special public importance. Civic buildings include, but are not limited to municipal buildings, churches, libraries, and schools, and do not contain retail, residential or private office uses. Civic buildings are not required to meet the building type standards or the private frontage standards of the City of Wyoming Form Based Code. Civic buildings are typically sited in locations of prominence, such as corners of major intersections, terminating a street vista or overlooking or within a civic space. The design of these building types is encouraged to allow greater flexibility and distinctive architectural expression so that they can become landmarks.

Civic space: An outdoor area dedicated to public use that is strategically placed to facilitate use by the surrounding community.

Clear glass: Refer to "glass, clear."

Context area: Administratively similar to zoning districts in conventional codes, except that they integrate form-based elements, including building type, public realm standards, and thoroughfare type into the regulation.

Convention Center: a building for public assembly that is attached to, or in the same building as, a hotel. Examples include auditoriums, conference facilities, exhibition halls, lecture halls, performing arts venues, and other similar uses, as determined by the City Planner.

Cornice expression line: An architectural feature on buildings that acts as an upper termination or capital for the overall composition of the building.

Sec. 90-2104. - DEFINITIONS "D".

Dedicated transit stop: a fixed location where passengers may access public transportation as designated by permanent signage attached to a post in the public right of way or attached to a bus shelter.

Departure: A minor, major, or public infrastructure modification to selected Form Based Code requirements, refer to division 2, Tables 90-1203a, 90-1203b, and 90-1203c.

Drive-through frontage: The drive-through is a frontage that is identical to the storefront frontage type, however it includes an automobile drive-through at the rear or non-frontage side yards. The drive-through may include a covered structure at the service window location. The frontage is typically associated with retail and mixed use buildings and includes a storefront that is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Drive-through zone: The area (or zone) in which a drive-through is permitted to be placed on a site. Drive-through zones are part of requirements of the drive-through private frontage.

Sec. 90-2105. - DEFINITIONS "E".

Eave: The projecting overhang along the sloped edge of a pitched roof.

Event Center: A building or portion of a building no greater than 6,000 square feet with one or more rentable separate event rooms or areas which is principally used for the holding of private events or gatherings which are not open to the general public. Examples include wedding venues, reception halls, catering halls, club halls, or other similar uses, as determined by the City Planner. This definition excludes places of religious worship/gathering and convention centers.

Sec. 90-2106. - DEFINITIONS "F".

Façade: Refer to "building façade."

Fascia: Horizontal board that terminates an eave edge of a sloped or pitched roof.

Finish ceiling: The ceiling surface, usually installed over building structure or hung from the structure, which provides the completed ceiling surface.

Finish floor: The floor, usually laid over a subfloor, which provides the completed floor surface.

Form based code area: The area on the City of Wyoming Zoning Map (located in [chapter 90](#) of the City Zoning Ordinance) that is designated as Form Based Code Districts. Parcels located in the Form Based Code Area are regulated by the Wyoming Form Based Code.

Frontage: The length of any side of a building which fronts on either a principal frontage line or a secondary frontage line.

Frontage line, principal: The property lines of a parcel that are public right-of-way lines along the street of address for the parcel or building.

Frontage line, secondary: The property lines of a parcel that are either a public right-of-way line or directly adjacent to a public right-of-way that are not along the street of address for the parcel or building.

Furnishing zone: The area of the right-of-way that contains planting strips, tree wells, planters, street lighting, sidewalk furniture, seating sidewalk signs, and other amenities.

Sec. 90-2107. - DEFINITIONS "G".

Glass, clear: Glass having a Visual Light Transmittance (VLT) of 70 percent minimum. Heavily tinted or reflective glass shall not be considered clear.

Good neighbor plan: A written implementation program that identifies and proposes measures to reduce potential negative impacts on nearby residents and businesses. The coordination and collaboration of owners or operators with interested parties both before and after the development process allows for a proactive approach to create a positive working relationship between the community and the applicant by requiring the formulation of a written implementation program. A good neighbor plan must include:

- (1) Documentation of communications with neighboring businesses and residents;
- (2) Policies for addressing neighborhood concerns;
- (3) List of rights and responsibilities for residents, when applicable;
- (4) Policy for loitering;
- (5) Policy for litter;
- (6) Policy for crime prevention and awareness;
- (7) Policy for landscape maintenance, when applicable;
- (8) Description of supportive services;
- (9) Description of services provided for children, when applicable, when applicable; and
- (10) List of partners providing supportive services, when applicable.

Greenbelt: A 25-foot deep landscaped area that is required at frontages along 28th Street. Refer to division 3.

Ground cover: Grass, vegetative cover, or other living landscape.

Ground sign: A free-standing sign mounted directly on the ground, on a base or supported by short poles. Not attached directly to a building or wall.

Sec. 90-2108. - DEFINITIONS "H".

Height, building: The number of stories allowed by either the building type and/or the context area, with actual measurement of individual stories determined according to specific building types in division 6.

Horizontal expression band: An architectural element on buildings that acts as a horizontal upper termination for the Storefront Private Frontage. Horizontal Expression Lines extend the entire width of the building facade above a storefront and may contain signs. Synonymous with sign band.

Sec. 90-2109. - DEFINITIONS "I".

Impervious surface: Any hard surfaced, man-made area that does not readily absorb or retain water including but not limited to building roofs, parking and driveway areas, sidewalks and streets.

Sec. 90-2110. - DEFINITIONS "J".

No definitions for this section.

Sec. 90-2111. - DEFINITIONS "K".

No definitions for this section.

Sec. 90-2112. - DEFINITIONS "L".

Lightwell: A component of the lightwell private frontage that is recessed below the adjacent grade in order to provide a landing and access to the basement from the sidewalk. Typically used in association with a terrace. Refer to terrace definition.

Lightwell private frontage: The lightwell is a frontage type placed along the Principal Frontage line in a build-to-zone. It has separate stairs that connect a lower level entrance (lightwell) and an upper level entrance (terrace) to the public sidewalk. This allows direct access to the first story and a partially exposed basement. Commonly used on attached buildings, this frontage may also provide outdoor seating opportunities at both the terrace and lightwell locations.

Liner building: A specialized building that is designed to conceal a parking structure or parking lot. The liner building may be an independent building or may be physically attached to a parking structure so that parking may be accessed directly from floor to floor between the building and structure.

Live/work building type: A lot located and designed to accommodate an attached or detached building with integrated residence and commercial space utilized by a single-family household. The ground floor is designed to accommodate commercial uses with a single residence in the upper stories, although ground floor may also accommodate residential uses.

Lot coverage: The percentage of the lot that is taken up by buildings.

Sec. 90-2113. - DEFINITIONS "M".

Mandatory: Refer to required.

Massing: The scale and proportions of a building or object.

Medical office: A facility or agency or a part of a facility or agency that is licensed or authorized under parts 201 to 217 of the public health code, 1978 PA 368, MCL 333.20101 to 333.21799e.

Mixed use building type: A lot located and designed to accommodate a multi-story building with multiple dwelling units in the upper story and various commercial uses permitted within any story.

Sec. 90-2114. - DEFINITIONS "N".

New development: Development occurring on a vacant parcel of land.

Nonconforming sign:

- (1) A sign that is prohibited under the terms of this article, but was erected lawfully and was in use on the date of enactment of this article, or amendment thereto; or
- (2) A sign that does not conform to the requirements of this article, but for which a variance has been granted.

Non-frontage line: The property lines of a parcel that are not a right-of-way line or directly adjacent to a public right-of-way.

Sec. 90-2115. - DEFINITIONS "O".

Optional: A feature or element that is not required, but may be provided on the project at the applicant's discretion.

Outdoor seating: Patio, terrace, walkway, sidewalk, lawn or garden or any other place (which is not enclosed) where seating is permitted, usually in association with a restaurant, bar or other related commercial uses.

Sec. 90-2116. - DEFINITIONS "P".

Parapet: A part of the facade that extends above the roof, typically located on flat roof buildings.

Parkway: The landscaped area between the sidewalk and the curb in a thoroughfare assembly. Located within the furnishing zone of the Thoroughfare Type. Synonymous with Planting Strip.

Pedestrian travel zone: The sidewalk area for pedestrian travel. Typically sized for two directions of pedestrian travel.

Pilaster: A decorative or structural column that is attached to the façade of a building. Pilasters may be round, in which case they are detailed exactly like a free-standing column. Square or rectangular pilasters may be detailed in a simpler manner and sometimes are a wall projection (common in masonry buildings).

Porch: A slightly elevated partially enclosed area attached to a building and covered with a roof.

Porch private frontage: The porch is a frontage type placed along the

Principal frontage line(s) within a build-to-zone: porches are open-air structures that are attached to the principal building, forming a covered entrance. porch dimensions need to be such that sufficient space for furniture is provided, allowing comfortable use of the space.

Principal entrance: The main entry to a building, located along the

Principal frontage line.

Principal frontage: Refer to "frontage, principal."

Private frontage type: The privately owned area between the frontage line and the building façade. Private frontage types are applied to building types to ensure that the building adequately engages the street frontage and public realm. Private frontages are regulated in division 6 and are assigned to building types in division 7.

Projecting sign: A double-faced sign that is attached to the face of a building and projects from the wall of the building at a 90 degree angle.

Public infrastructure: Facilities owned and operated by a unit of federal, state, or local government.

Public realm: The area between the façade of a building and the corresponding façade of the building across the street.

Sec. 90-2117. - DEFINITIONS "Q".

No definitions for this section.

Sec. 90-2118. - DEFINITIONS "R".

Rake board: The trim board along the sloping edge of a gable roof.

Rear alley: A dedicated right-of-way or easement providing access for service and parking at the rear of a parcel. Not intended for general traffic circulation.

Retail building type: A lot located and designed to accommodate a single-story building with various commercial uses permitted at the ground floor level. Building site placement has a variable build-to-zone at the Principal Frontage Line.

Required: An element or feature that is required to be provided on the project. Synonymous with mandatory.

Right-of-way (ROW): An area owned or maintained by a local, county, state or federal entity, a public utility, a railroad or a private concern for the placement of utilities or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities or railroads.

Right-of-way line: A line that forms the boundary of the right-of-way.

Rowhouse building type: A lot located and designed to accommodate a principal building with common walls on both side lot lines and a private yard to the rear.

Sec. 90-2119. - DEFINITIONS "S".

Scale: Refers to the size of the building, street fixture, sign or other built or constructed element.

Shopfront private frontage: The shopfront is a frontage type placed along the principal frontage line in a build-to-zone. It is typically associated with retail uses at the first story in context areas that have a less intense (more residentially scaled) retail environment. The shopfront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts may be elevated above the adjacent grade.

Secondary frontage: Refer to "frontage, secondary."

Security and Crowd Management Plan: A written implementation program that identifies and proposes measures to maintain safety and security for large assemblies of people in buildings, such as event centers, convention centers, bars, nightclubs, and other similar uses. This plan benefits the patrons within the building while also minimizing potential negative impacts on nearby residents and businesses.

Setback: The minimum horizontal distance required by this Form Based Code, measured from the front, side or rear lot line as applicable, to govern the location of buildings, structures or uses on the lot.

Sidewalk sign: A temporary and portable sign that is not permanently affixed to a structure or ground and is placed on the sidewalk in front of a business during normal business hours. Synonymous with sandwich board sign.

Sign band: An architectural element on buildings that acts as a horizontal upper termination for the storefront private frontage. Sign bands extend the entire width of the building facade above a storefront and may contain signs. Synonymous with horizontal expression band.

Sign band sign: A sign that is painted on, incorporated in, or attached directly to the sign band or horizontal expression band above a storefront window or transom.

Single-family house building type: A lot located and designed to accommodate a single-family detached building with front, rear and side yards.

Site disposition: The placement or location of a building footprint on a lot or parcel. Synonymous with site placement.

Stoop: A slightly elevated unenclosed area attached to a building and corresponding to a door. A stoop is always covered with a roof.

Stoop private frontage: The stoop is a frontage type typically placed along the principal frontage line, although it may also be placed in the side yard. A stoop is a small staircase leading to the entrance of a building that has a roof at the entrance. The elevation of the stoop is required to achieve privacy for residential uses on the first story.

Storefront private frontage: The storefront is a frontage type placed along the principal (and sometimes secondary) frontage line(s). It is typically associated with retail and mixed use buildings. The storefront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront base: The knee wall located at the sidewalk that the storefront window sits on. Sometimes referred to as a bulkhead wall.

Story: The distance between any two adjacent floors or floor lines, measured as the distance between the finished floor and related finished ceiling in feet and inches. Actual story heights are regulated by building type in Division 6. Number of stories are regulated by building type and Context Area.

Supportive housing program:

- (1) Emergency shelter: Any facility whose primary purpose is to provide temporary shelter for the homeless in general or for specific populations of the homeless.
- (2) Permanent supportive housing: Long-term, community-based housing that has supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live independently as possible in a permanent setting. Permanent housing can be provided in one structure or in several structures at one site or in multiple structures at scattered sites.
- (3) Transitional housing program: A project, including dwelling units but not group quarters, with the purpose of facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (e.g. 24 months).

Sec. 90-2120. - DEFINITIONS "T".

Terrace: A component of the lightwell and shopfront private frontage that is an area elevated from the adjacent grade in order to provide access and a landing to an elevated first floor. Terraces may be covered with a roof or uncovered. On lightwell private frontages the terrace creates residential privacy at the first floor and allows light to enter a basement level (making that level more attractive to a variety of uses). Refer to lightwell definition.

Thoroughfare type: Thoroughfare Types describe the space within the public realm, between the right-of-way lines. They include the sidewalk, parkway, furnishing zones, curbs, parking lanes and travel lanes of streets, roads, and alleys.

Transom: A small horizontal window located above the storefront and entry door to allow light or air into the retail building.

Transparency: The ability to see through with clarity. An opening in a building wall allowing light and views between interior and exterior through the use of clear glass. Only clear or lightly tinted glass in windows, doors and display windows is considered clear. Heavily tinted glass or reflective glass shall not be considered clear. Interior display shelves and merchandise are not allowed to obstruct views into or out of any windows, doors or display areas that are considered part of the transparency calculation. Windows, doors and display areas provide clear views into and out of the building. Transparency is integral to the relationship of buildings and the street because of the permeable edge and dialogue that it creates between the interior and exterior of buildings. Refer to "glass, clear."

Two-family house building type: A lot located and designed to accommodate a two-family building with front, rear and side yards.

Sec. 90-2121. - DEFINITIONS "U".

Utility easement: A private easement given to a public utility as per Michigan's Land Division Act.

Sec. 90-2122. - DEFINITIONS "V".

Vertically proportioned: Typically referring to the orientation of building windows, where the height of the window is taller than the width of the window.

Sec. 90-2123. - DEFINITIONS "W".

Wall sign: A sign that is painted on, incorporated in or attached directly to a building wall, with the exposed face of the sign in place parallel to the building wall.

Window sign: Any sign, picture, symbol or combination thereof, designed to communicate information about activity, business, commodity, event, sale or service that is placed on the interior of a window and which is intended to be seen by the public from the outside.

Sec. 90-2124. - DEFINITIONS "X".

No definitions for this section.

Sec. 90-2125. - DEFINITIONS "Y".

Yard: The space on a lot which is unoccupied by buildings and unobstructed from the ground to the sky.

Sec. 90-2126. - DEFINITIONS "Z".

Zero lot line retail building type: A lot located and designed to accommodate a single-story building with various commercial uses permitted at the ground floor level. Building site placement is required to have no setback at the principal frontage line.

Section 12. That, if codified by MuniCode, MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

Section 13. That this ordinance shall take effect upon the later of 15 days after its adoption or upon publication as required by applicable law.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on

Kelli A. Vandenberg
Wyoming City Clerk

CITY OF WYOMING

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

September 8, 2025

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Sections 90-402A "Special permitted uses after special approval", 90-407A "Special permitted uses after special approval", 90-438A "Special permitted uses after special approval", 90-407B "Principal Permitted Uses", 90-408B "Permitted uses after special approval", 90-412B "Principal Permitted Uses", 90-413B "Special Uses", 90-424B "Permitted Uses", 90-412C "Special Uses", 90-1309 "Building height transition area", 90-2100 "Applicability".

Recommendation: To approve the subject Zoning Ordinance amendments.

Dear Ms. Vandenberg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on August 19th, 2025. At the meeting, a motion was made by Gilreath-Watts, supported by Lamer, to recommend that City Council approve the proposed text amendments. The motion to approve passed unanimously.

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

From time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. The amendments recommended in the following list are clerical in nature, seeking to update definitions, clarify use types, and remove clerical errors, antiquated terms, and dead links.

- *Principal Permitted Use and Permitted Use after Special Approval Uniformity. (Sections 90-402A, 90-407A, 90-438A, 90-413B, 90-424B, & 90-412C)*

These changes are to create uniformity in the language around Principal Permitted Uses and Permitted Uses after Special Approval. Currently, this language is similar but not identical across residential, commercial, industrial, and PUD subsections within the Zoning Ordinance.

- *Dance Hall Use Type Update. (Sections 90-407B & 90-408B)*

This change is to finish the adjustment of Dance Halls from a principal permitted use to a special land use. Previously, the Form Based Code was updated to clarify that Dance Halls and Nightclubs were Special Land Uses within their respective districts. Here, Planning Staff is removing Dance Halls from a short list of Recreational Uses under 90-

407B and placing them under 90-408B alongside Cocktail Lounges, Nightclubs, and Bars. This is to finalize the uniformity between the Form Based Code and the Euclidian Code.

- *Inclusive Ordinance Clarifications. (Sections 90-407B, 90-408B, & 90-412B)*
This change is to clarify that the types of uses that are allowed as Principal Permitted Uses in B-2 and B-3. At present, it is unclear what kind of uses are allowed as Principal Permitted or Special Land Uses through the inclusionary ordinance.
- *Building Height Transition Clerical Adjustment (90-1309)*
This change is to amend section 90-1309 to replace the phrase 'Corridor Residential' with the proper context area name 'Corridor Neighborhood'. This looks to be a holdover from when the ordinance was first designed that was not adjusted.
- *Form-Based Code Definitions Organization (90-2100)*
This change is to mirror the design of the Euclidean definitions section by creating individual sub-chapters for each letter of the alphabet. In addition, by making this change, any future adjustments to the form-based code definitions would only require the inclusion of the subchapter rather than the entire definitions section, similar to the Euclidean code.

No comments were made during the public hearing. The proposed zoning code text amendments are attached.

Respectfully submitted,



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

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 1

DATE DISTRIBUTED: August 12, 2025

PLANNING COMMISSION DATE: August 19, 2025

ACTION REQUESTED: Request to amend Zoning Code Sections 90-402A “Special permitted uses after special approval”, 90-407A “Special permitted uses after special approval”, 90-438A “Special permitted uses after special approval”, 90-407B “Principal Permitted Uses”, 90-408B “Permitted uses after special approval”, 90-412B “Principal Permitted Uses”, 90-413B “Special Uses”, 90-424B “Permitted Uses”, 90-412C “Special Uses”, 90-1309 “Building height transition area”, 90-2100 “Applicability”.

REQUESTED BY: Wyoming Planning Staff

REPORT PREPARED BY: Joe Blair, Planner II

GENERAL BACKGROUND:

From time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. This can come from citizen petitions, direction from City Council, commentary from Planning Commission, requests for interpretation, or through difficulties identified within development. The Planning Staff will then recommend to Planning Commission the clerical or substantive changes. Both types of changes must then be approved by the Planning Commission and adopted by the City Council of Wyoming as an ordinance amendment.

These recommended amendments are clerical in nature, seeking to create uniformity across section titles, clarify use types, and remove typographic errors & dead links.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:

City staff is recommending updating the following sections for the following reasons:

Principal Permitted Use and Permitted Use after Special Approval Uniformity. (Sections 90-402A, 90-407A, 90-438A, 90-413B, 90-424B, & 90-412C)

These changes are to create uniformity in the language around Principal Permitted Uses and Permitted Uses after Special Approval. Currently, this language is similar but not identical across residential, commercial, industrial, and PUD subsections within the Zoning Ordinance.

Dance Hall Use Type Update. (Sections 90-407B & 90-408B)

This change is to finish the adjustment of Dance Halls from a principal permitted use to a special land use. Previously, the Form Based Code was updated to clarify that Dance Halls and Nightclubs were Special Land Uses within their respective districts. Here, Planning Staff is removing Dance Halls from a short list of Recreational Uses under 90-407B and placing them under 90-408B alongside Cocktail Lounges, Nightclubs, and Bars. This is to finalize the uniformity between the Form Based Code and the Euclidian Code.

Inclusive Ordinance Clarifications. (Sections 90-407B, 90-408B, & 90-412B)

This change is to clarify that the types of uses that are allowed as Principal Permitted Uses in B-2 and B-3. At present, it is unclear what kind of uses are allowed as Principal Permitted or Special Land Uses through the inclusionary ordinance.

Building Height Transition Clerical Adjustment (90-1309)

This change is to amend section 90-1309 to replace the phrase **Corridor Residential** with the proper context area name **Corridor Neighborhood**. This looks to be a holdover from when the ordinance was first designed that was not adjusted.

Form-Based Code Definitions Organization (90-2100)

This change is to mirror the design of the Euclidean definitions section by creating individual sub-chapters for each letter of the alphabet. In addition, by making this change, any future adjustments to the form-based code definitions would only require the inclusion of the subchapter rather than the entire definitions section, similar to the Euclidean code.

PROPOSED ORDINANCE AMENDMENT:

Staff recommends the following attached ordinances. The proposed text amendments have been highlighted in **green ink**.

PLANNING COMMISSION ACTION:

The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-402A “Special permitted uses after special approval”, 90-407A “Special permitted uses after special approval”, 90-438A “Special permitted uses after special approval”, 90-407B “Principal Permitted Uses”, 90-408B “Permitted uses after special approval”, 90-412B “Principal Permitted Uses”, 90-413B “Special Uses”, 90-424B “Permitted Uses”, 90-412C “Special Uses”, 90-1309 “Building height transition area”, 90-2100 “Applicability”, and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:

Patrick Waterman, Deputy City Manager
Aaron Vis, Director of Public Works
Lew Manley, Building Official
Kimberly Koster, Director of Public Safety
Nicole Hofert, Director of Community & Economic Development

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING
PLANNING COMMISSION AT ITS REGULAR MEETING OF SEPTEMBER 16, 2025

PLANNING COMMISSION
MEETING MINUTES OF AUGUST 19, 2025
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

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

MEMBERS ABSENT: Hall, Weller

STAFF PRESENT: Hofert, Director of Community and Economic Development
Smith, Assistant Director of Community and Economic
Development
Blair, Planner II
Zuniga, Recording Secretary

CALL TO ORDER

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

APPROVAL OF MINUTES

The minutes of July 15, 2025 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

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

There was no public comment and the hearing was closed.

AGENDA ITEM NO. 1

Request to amend Zoning Code Sections 90-402A “Special permitted uses after special approval”, 90-407A “Special permitted uses after special approval”, 90-438A “Special permitted uses after special approval”, 90-407B “Principal Permitted Uses”, 90-408B “Permitted uses after special approval”, 90-412B “Principal Permitted Uses”, 90-413B “Special Uses”, 90-424B “Permitted Uses”, 90-412C “Special Uses”, 90-1309 “Building height transition area”, 90-2100 “Applicability” (Wyoming Planning Staff)

Blair explained that from time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. These recommended amendments are clerical in nature, seeking to update definitions, clarify use types, and remove clerical errors, antiquated terms, and dead links.

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Blair said that the Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-402A “Special permitted uses after special approval”, 90-407A “Special permitted uses after special approval”, 90-438A “Special permitted uses after special approval”, 90-407B “Principal Permitted Uses”, 90-408B “Permitted uses after special approval”, 90-412B “Principal Permitted Uses”, 90-413B “Special Uses”, 90-424B “Permitted Uses”, 90-412C “Special Uses”, 90-1309 “Building height transition area”, 90-2100 “Applicability”, and recommend the same to City Council.

Micele opened the public hearing at 7:07 p.m. There was no public comment and the hearing was closed.

A motion was made by Gilreath-Watts, supported by Lamer to approve the zoning code amendments and recommend the same to City Council.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request for site plan approval at 3901 Buchanan Ave SW (Section 24) (Gelock Heavy Movers)

Hofert explained that the site is zoned I-2 and is a former auto plant property and outlined the various uses of the surrounding land.

Hofert said that the applicant proposes a 76,000 square foot facility to serve as the headquarters and service location for Gelock Heavy Movers and HEL Inc. Together, these businesses provide heavy equipment moving, transportation, repair, and maintenance services. Gelock and HEL plan to relocate their operations from their existing locations in Grand Rapids to one singular facility in Wyoming. This proposal continues the businesses' presence in West Michigan dating back to the 1940s.

The proposed 76,000 square foot facility is divided between 6,400 square feet of office space and 69,500 square feet of heavy equipment repair space. The northern portion of the site allocates the building and maintenance areas, while the southern portion features equipment storage for the heavy equipment. The applicant proposes access to the site through 40th Street SW to the south and a new public road, Holtwood Street, to the north in connection with Buchanan Avenue SW.

Gelock Heavy Movers and HEL Inc currently employes 60 people and plans to grow to approximately 65-70 employees at this location.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-505 specifies the standards to apply to site plan review:

- (1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*

The site plan contains an appropriate amount of detail to sufficiently understand the proposed development. The site plan outlines where the proposed building footprint will occur as well as provides details on landscaping, parking, and site circulation.

ORDINANCE NO. 13-25

ORDINANCE TO AMEND SECTION 34-1 DEFINITIONS AND SECTION 34-3 OF THE CITY CODE TO ADOPT THE INTERNATIONAL FIRE CODE, 2024 EDITION, BY REFERENCE TOGETHER WITH CERTAIN AMENDMENTS AND APPENDICES

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 34, section 34-1-Definitions and section 34-3 International Fire Code of the Code of the City of Wyoming, Michigan, is adopted by reference and amended to read as follows:

ARTICLE I. - IN GENERAL

Sec. 34-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved means that which has been accepted by the fire chief, or designee, as a result of investigation or experience, or by reason of test, listing or approval by the Underwriter's Laboratories, Inc., the National Bureau of Standards, the American Gas Association Laboratories or other nationally recognized testing authorities.

Combustible Waste Matter means magazines, books, trimmings from lawns, leaves, flower gardens, boxes, rags, paper, plastic, straw, sawdust, packing material, shavings, boxes, and all garbage, rubbish, and refuse or other combustible materials that will ignite through contact with flames, combustion or sparks.

Fire chief means the city fire chief or deputy director of fire services, or a substantially similar fire services administrative position.

Fire department means the fire services division of the department of public safety of the city of Wyoming.

License means one which has been issued by the city clerk, or other licensing agent, pursuant to the provisions of this chapter or state statute.

Multifamily dwelling means a building, or portion thereof, used or designed as residence for three or more families living independently of each other and each doing their own cooking in the building, with the number of families in residence not exceeding the number of dwelling units provided.

The remainder of the definitions in the International Fire Code 2024 edition are adopted.

Sec. 34-3. – Adoption of International Fire Code.

(a) The 2024 Edition of the International Fire Code, published by the International Code Council, Inc. together with its Appendices B, D, F, I, N and O is adopted by reference. A complete copy is available to the public at the Department of Public Safety-Fire Services office and the City Clerk's Office in compliance with state law.

(b) The blank and jurisdictional specifications in the International Fire Code, 2024 Edition, are completed and specified, and certain sections of the International Fire Code, 2024 Edition, are amended to read as follows:

(1) The blank in section 101.1 is completed with the phrase “the City of Wyoming, Michigan.”

(2) Section 102.4 is amended to read as follows: 102.4 Application of Building Code. The design and construction of new structures, if within its scope, any alterations, additions or changes in structures required by this code, shall comply with the construction code of the state of Michigan, pursuant to the Stille-DeRossett-Hale single state construction code act, 1972 PA 230 and the building codes adopted by the City of Wyoming.

(3) Section 113 is amended to read as follows: 113.1 Enforcement, Violations and Penalties. The Fire Chief or the Chief’s designated code official are authorized to enforce the International Fire Code. A violation of a provision of this code or failure to comply with any of the requirements or any person or entity who erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate, or stop work order, shall be responsible for a municipal civil infraction as provided under Chapter 1, General Provisions - Municipal Civil Infractions for violations of code of ordinances, City of Wyoming, Michigan:

An municipal civil infraction offence shall be punishable by a fine of up to \$500.00 or as otherwise set by the Court per its fine schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Subsequent offenses may be prosecuted as misdemeanors punishable by a fine of \$500, or imprisonment for up to 90 days, or both fines and imprisonment.

Nothing in this section shall be construed to limit the remedies available to the city in the event of a violation by a person or entity of this chapter including but not limited to the authority under the Revised Judicature Act of 1961, Public Act 236 of 1961 section 600.8302 Equitable Jurisdiction or a civil action under the jurisdiction of the Circuit Court.

(4) Section 112 Means of Appeal is deleted. Appeals shall be allowed as provided under Chapter 1, Sec. 1-29 of the code of ordinances, City of Wyoming, Michigan.

(5) Section 307 is deleted and amended to read as follows: Open burning is allowed and may be undertaken only as provided by and in compliance with section 30-35 of the Code of Ordinances, City of Wyoming, Michigan.

(6) Section 1103 Sprinkler Systems. The date by which a sprinkler system must be installed as provided in section 1103.5.3 shall be immediately for all new construction, and for existing structures at the earlier of (i) within 5 years after the date of the adoption by reference of the International Fire Code, 2024 Edition, or (ii) when it would be required of other Group I-2 occupancies under section 1103.5.2.

(7) Section 5704.2.9.6.1 is amended to read as follows: 5704.2.9.6.1. Locations where above-ground tanks are prohibited. Above-ground storage tanks are prohibited in the City of Wyoming except as allowed under and as approved in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan.

(8) Section 5706.2.4.4 is amended to read as follows: 5704.2.49.4. Locations where above-ground tanks are prohibited. Above-ground storage tanks are prohibited in the City of Wyoming except as allowed under and as approved in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan.

(9) Section 5806.2 is amended to read as follows: 5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers is prohibited in the City of Wyoming except by special approval in an I-2 general industrial zoning district in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan.

(10) Section 6104.2 is amended to read as follows: 6104.2 Maximum capacity with established limits. Except by special approval in an I-2 general industrial zoning district in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan the aggregate capacity of any one installation of storage of liquefied petroleum gas shall not exceed a water capacity of 250 gallons.

Section 2. That this ordinance shall take effect fifteen days after enactment nor before notification by publication of adoption as provided by the City of Wyoming Charter or State of Michigan law.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 13-25

2024 International Fire Code (IFC)

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ORDINANCE NO. 14-25

ORDINANCE TO AMEND CHAPTER 14-BUSINESSES, ARTICLE IV-ALCOHOLIC
LIQUOR BUSINESSES, SEC. 14-42-REQUIREMENTS FOR ON-PREMISES
CONSUMPTION LICENSES TO ADD A NEW PARAGRAPH (h) TO ALLOW GODWIN MERCADO
TO SERVE ALCOHOLIC BEVERAGES

THE CITY OF WYOMING ORDAINS:

Sec. 14-42. - Requirements for on-premises consumption licenses.

- (a) Subject to subsection 14-41(d), city approvals required or allowed for issuance or transfer of a license for the sale of alcoholic liquor for on-premises consumption shall be in accordance with this article.
- (b) Issuance of licenses for the sale of alcoholic liquor for on-premises consumption shall be in accordance with the numbers allowed by state laws, rules, and regulations, and in accordance with this article.
- (c) To the extent the city has the authority to limit their issuance for such reasons, additional quota licenses for the sale of alcoholic liquor for on-premises consumption available to the city due to the 2020 United States Census shall be issued only as follows:
- (1) The premises must be located within an area described by the following boundaries:
 - (i) The eastern boundary is 300 feet east of the east right-of-way line of Clyde Park Avenue SW;
 - (ii) The southern boundary is the north right-of-way line of Prairie Parkway SW and Colrain SW;
 - (iii) The western boundary is the east right-of-way line of Burlingame Avenue SW; and
 - (iv) The northern boundary is 500 feet north of the north right-of-way line of 28th Street SW.
 - (2) At least \$1,000,000 has been invested in redevelopment of the premises since 2019.
 - (3) The premises is part of a mixed-use redevelopment comprised partly of residential dwelling units or includes extensive renovation of an existing building.
 - (4) The licensee will provide seating (indoors only or indoors combined with outdoor seating) for at least 100 patrons.
 - (5) The premises complies with the form-based zoning code even if it is in an existing premises that otherwise would not have to meet the form-based code requirements.
 - (6) The licensee will sell meals for on-premises consumption, not just "bar-food" or snack items.
- (d) To the extent the city has the authority to limit their issuance for such reasons, licenses for the sale of alcoholic liquor for on-premises consumption shall not be issued for any location that meets any of the following criteria. However, the council may waive any of the limitations of this subsection if the council deems it to be in the best interest of the city to do so. The limitations in subsections (d)(1), (2), (3), and (4) do not apply to a premises within the area described in subsection (c)(1).

(1) Within 500 feet of a school unless the school consents or does not object when notice of the application is provided to the school. That distance shall be measured from the nearest point of the school building to the nearest point of the building in which the business is to be conducted.

(2) Within 500 feet of a public park, unless the city or other public entity owning the public park consents or, if it is an entity other than the city, does not object when notice of the application is given to that entity. That distance shall be measured from the nearest point of the public park to the nearest point of the building in which the business is to be conducted.

(3) Within 500 feet of a church, unless the church consents or does not object when notice of the application is provided to the church. That distance shall be measured from the nearest point of the church building to the nearest point of the building in which the business is to be conducted.

(4) Except when the residences are part of a mixed-use development including commercial and residential uses, any property that is in:

(i) A residentially zoned district under [chapter 90](#) of this Code; or

(ii) A zoning district in which residences are permitted and existing under [chapter 90](#) of this Code.

(5) Within 500 feet of any property that is in a residentially zoned district under [chapter 90](#) of this Code unless one or more of the following conditions apply:

(i) The application is accompanied by the written consent of the owners (including all owners of property jointly owned or owned as tenants in the entirety) of a majority of all residentially zoned parcels of property within 500 feet of the proposed location.

(ii) The proposed location is located on a recognized commercial street where at least three-fourths of the frontage within 500 feet on both sides of the street is devoted to some commercial use.

(6) On a street where, by virtue of density of traffic or other conditions, the proposed use could, in the judgment of the council after a recommendation from the city engineer, constitute a traffic hazard.

(7) At any place where, in the judgment of the council following a recommendation by the city manager or public safety director, by reason of insufficient lighting, a lack of police patrol, or other conditions, the proposed use could constitute a nuisance.

(e) Except for those licenses addressed in subsections (c), (f), or (g), the general requirements for licenses for sales of alcoholic liquor for on-premises consumption are:

(1) All licenses must be operated in conjunction with a restaurant as a unit. The same person must be the licensee and the owner of the restaurant business. The primary business must be that of the restaurant, so that more than 50 percent of the gross income must be derived from the restaurant business, exclusive of alcohol sales. A licensee who as of January 1, 1980, did not have a restaurant business in conjunction with the license is exempted from this requirement.

- (2) The dining area must have an interior seating capacity to serve at least 50 individuals calculated using 15 square feet per individual.
- (3) Counter space or bar space for the dispensing of alcoholic beverages must not exceed 20 percent of the seating capacity for all dining areas.
- (4) The combined kitchen and food storage facilities must have square footage equal to at least 50 percent of the square footage for all dining areas.
- (5) An architectural or engineered scaled floor plan verifying the above must be provided with the request for a liquor license.

(f) Motels and hotels selling alcoholic liquor for consumption on the premises with either a class A-hotel or a class B-hotel license must have 60 or more guestrooms and a lounge serving at least 25 persons calculated at 15 square feet per person.

(g) Nail salons, day spas, hair salons, and barber shops serving alcohol by the glass to patrons during the performance of services by business personnel or while the patrons are waiting their turn for such services. Hours for serving alcohol in any premises described in this subsection must not begin before 10:00 a.m. on any day and must end before 9:00 p.m. on any day.

(h) The Godwin Mercado is designated a municipal civic center and is authorized to apply for any licensing required by the State of Michigan Liquor Control Commission, including operating with its own liquor license or with other entities, businesses, or persons to the extent allowed by law for the sale and consumption of alcoholic beverages on the premises.

This ordinance shall take effect fifteen days after enactment nor before notification by publication of adoption as provided by the City of Wyoming Charter or State of Michigan law.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____.

Kelli A. Vandenberg
Wyoming City Clerk

ORDINANCE NO. 15-25

ORDINANCE TO AMEND CHAPTER 50-OFFENSES AND MICELLANEOUS PROVISIONS
ARTICLE II -OFFENSES AFFECTING GOVERNMENTAL FUNCTIONS SECTION 50-36 -
POSSESSION OR CONSUMPTION OF ALCOHOLIC LIQUOR IN PUBLIC PARKS AND PLACES
OF AMUSEMENT IS AMENDED TO ADD A NEW PARAGRAPH (4) TO ALLOW GODWIN
MERCADO TO SERVE ALCOHOLIC BEVERAGES

THE CITY OF WYOMING ORDAINS:

Sec. 50-36. - Possession or consumption of alcoholic liquor in public parks and places of amusement.

It shall be unlawful for any person to possess or consume any alcoholic liquor in or upon any public park, public place of amusement, or area under the jurisdiction of the city that is owned or administered, or both, by the city. This article shall not apply to the possession or consumption of alcoholic liquor under the following circumstances:

(1) The alcoholic liquor is in the possession of and/or consumed in a specific area in a public park or area under the jurisdiction of the city, while under the direct control of a governmental, charitable or non-profit organization.

(2) The organization receives authorization for the possession and/or consumption of alcoholic liquor at a specific date, time and location from the city council.

(3) The organization provides to the city clerk, a certificate of insurance for comprehensive general liability or similar insurance (including liability for the possession and consumption of alcoholic liquor) naming the city as an additional insured in an amount acceptable to the city.

(4) Alcoholic beverages in the possession of or consumed at the Godwin Mercado pursuant to a license issued by the State of Michigan Liquor Control Commission.

This ordinance shall take effect fifteen days after enactment nor before notification by publication of adoption as provided by the City of Wyoming Charter or State of Michigan law.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____.

Kelli A. VandenBerg
Wyoming City Clerk