CITY OF WYOMING

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MICHIGAN

AGENDA
WYOMING CITY COUNCIL MEETING
COUNCIL CHAMBERS
MONDAY, FEBURARY 2, 2026, 7:00 P.M.

1) **Call to Order**
2) **Invocation –** Christopher Hall, Buck Creek Community Church
   If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
3) **Pledge of Allegiance**
4) **Roll Call**
5) **Approval of Minutes**
   From January 20, 2026, Regular Meeting and Closed 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
10) **Petitions and Communications**
   a) Petitions
   b) Communications
11) **Reports from City Officers**
   a) From City Council
   b) From City Manager
12) **Budget Amendments**
   a) Budget Amendment No. 19 - To Appropriate an Additional $2,210 of Budgetary Authority for Purchases Supporting Polling Place ADA Enhancements and Recognize the Associated MAMC/MEDC ADA Grant Revenue
13) **Consent Agenda**
   All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.
   a) To Reappoint Members to Boards, Commissions, and Committees for the City of Wyoming
   b) To Appoint Joseph Vugteveen as a Member of the Tree Commission for the City of Wyoming
   c) To Appoint Jeffrey Dick as a Member of the Tree Commission for the City of Wyoming

14) Resolutions

d) To Accept SCAO Veterans Treatment Court Funds and to Authorize a Budget Amendment (Budget Amendment No. 17)

e) To Set a Public Hearing on the Proposed Vacation of a Portion of 56th Street SW Located West of Clay Avenue and East of US-131 to Adjacent Properties at 505, 560, and 588 56th St SW, and 5635 Clay Ave SW

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

f) To Authorize the Mayor and City Clerk to Execute a Contract with the Community Food Club

g) To Approve and Authorize the City Manager and City Clerk to Sign an Amendment to the Colliers Engineering Contract for the Byron Center Avenue and 56th Street Dual Left-Turn Project

h) To Approve and Authorize the City Manager and City Clerk to Sign an Amendment to the Progressive Companies Contract for the Prairie Parkway Project

i) To Authorize Payment to Miss Dig System, Inc

j) For the Purchase of Neptune Water Meters, Endpoints, and other Meter Equipment

k) To Extend the Bids for Bulk Pick-Up & Disposal of Leaves and Grinding & Disposal of Brush with Michigan Wood Fibers

l) To Award a Bid for Bulk Pick-Up and Disposal of Street Sweeping to Waste Management of Michigan, Inc

m) To Award a Bid for Concrete Replacement to Ellis McClain Construction LLC

n) To Award a Bid for Isolated Patching to A-1 Asphalt Inc

o) To Award a Bid for Catch Basin Cleaning to Taplin Group

p) To Accept a Proposal for Water and Sewer Wholesale Rate Estimating and Reconciliation Assistance to Stantec Consulting Services, Inc

q) To Award a Bid for Wastewater Treatment Plant (WWTP) Primary Clarifier Equipment to Monroe Environmental Corporation

r) To Increase the Project Cost for the Wyoming Senior Center Ceiling Title Replacement Project

s) To Authorize the Purchase of Paratech Rescue Equipment

t) For Award of Bid

1. Water Rescue Boat

16) Ordinances

3-26 To Amend Chapter 14, Article XIII, of the Code of Ordinances, Addressing Mobile Food Vendor Licenses (First Reading)

4-26 To Amend Zoning Code Sections 90-311 “Accessory Buildings and Uses”, 90-406A “Principal Permitted Uses”, 90-408A “Development Standards”, 90-409A “Specific Requirements”, 90-411A “Principal Permitted Uses”, 90-412A “Permitted Uses After Special Approval”, 90-413A “Development Standards”, 90-414A “Specific Requirements”, 90-415A “Additional Regulations”, 90-416A “Principal Permitted Uses”, 90-419C “Development Standards”, 90-431A “Principal Permitted Uses”, and 90-508 “Requirements for Permitted Uses After Special Approval” (First Reading)

5-26 To Amend Section 90-515 of the Code of the City of Wyoming by Adding Subsection (150) to Rezone all R-3 Zoned Parcels from R-3 Residential District to R-2 Residential District (First Reading)

17) **Informational Material**

18) **Acknowledgment of Visitors**

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

19) **Closed Session**

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 Cuidad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horasantes de la reunion para hacer arreglos para el alojamiento apropiado.

CITY OF WYOMING BUDGET AMENDMENT

Date: February 2, 2026 **Budget Amendment No. 019**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional $2,210 of budgetary authority for purchases supporting polling place ADA enhancements and recognize the associated MAMC/MEDC ADA grant revenue.

Description/Account Code	Current	Increase	Decrease	Amended
General Fund				
State Grants - State/County Misc Grant Reimbursement (Private Grants.Clerk ADA)				
101-540.001	$ 154,831.00	$ 2,210.00		$ 157,041.00
City Clerk - Election - Office Supplies (Private Grants.Clerk ADA)				
101-215-26200-727.000	$ 19,000.00	$ 2,210.00		$ 21,210.00
Fund Balance/Working Capital (Fund 101)		$ -	$ -	

Recommended: _____ _____
Senior Accountant City Manager

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

Motion carried: Yes _____, No _____

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

_____
City Clerk

2/2/26
Clerk/DC

RESOLUTION NO. _____

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

WHEREAS:

1. Mayor Vanderwood has recommended that the following members be reappointed as members of the listed Boards, Commissions, and Committees for the City of Wyoming.

BOARD, COMMISSION, OR COMMITTEE	TERM ENDING
Downtown Development Authority	
Kirk Driesenga	01/01/2030
Economic Development Committee/Brownfield Redevelopment Authority	
Kyle Brethauer	02/13/2032
Jeff Koeze	02/13/2032
Tommy Brann	02/13/2032
Kenneth Summerdyke	02/13/2032

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council agrees to waive its policy on term limits for the following members: Tommy Brann and Jeff Koeze.
2. That the City Council for the City of Wyoming, Michigan, does hereby appoint, and reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming for the terms so stated.

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 February 2, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

2/2/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION TO APPOINT JOSEPH VUGTEVEEN AS A MEMBER OF THE TREE COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Joseph Vugteveen has submitted an application requesting appointment to the Tree Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2028.
3. Mayor Vanderwood has recommended that Joseph Vugteveen be appointed as a member of the Tree Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Joseph Vugteveen to the Tree Commission for the unexpired term ending June 30, 2028.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 2, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

2/2/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION TO APPOINT JEFFREY DICK AS A MEMBER OF THE TREE COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Jeffrey Dick has submitted an application requesting appointment to the Tree Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2029.
3. Mayor Vanderwood has recommended that Jeffrey Dick be appointed as a member of the Tree Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Jeffrey Dick to the Tree Commission for the unexpired term ending June 30, 2029.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 2, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

02/02/2026
Court/CMK

RESOLUTION NO. _____

RESOLUTION TO ACCEPT SCAO VETERANS TREATMENT COURT FUNDS AND TO AUTHORIZE A BUDGET AMENDMENT

WHEREAS:

1. The 62-A District Court applied for a State Court Administrator's Office Veterans Treatment Court grant in the amount of $90,863.00, that will be used toward the administration, supervision, and treatment of veterans that involved themselves in the criminal justice system.
2. The City of Wyoming would accept $90,863.00 in funds for the administration, supervision and treatment of veterans selected as participants of the Veterans Treatment Court.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the funds of $90,863.00 from the Michigan Veterans Treatment Court Grant.
2. That Court Administrator Christopher Kittmann serve as the Program Director responsible for the 62-A District Court yearly status reports to be submitted to the State Court Administrators Office.
3. The City Council hereby authorizes the attached Budget Amendment.

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 February 2, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Signed SCAO Contract

Resolution No. _____

CITY OF WYOMING | 62A DISTRICT COURT

2650 DeHoop Ave. SW, Wyoming, MI 49509
616.257.9814 | wyomingmi.gov

Staff Report

Date: January 14, 2026

Subject: Veterans Treatment Court – SCAO Grant

From: Christopher Kittmann, Court Administrator

Meeting Date: February 2, 2026

RECOMMENDATION:

It is recommended that the City Council accept the amount of $90,863.00 from the SCAO/State of Michigan Veterans Treatment Grant to be utilized towards the administration, supervision and treatment of veterans enrolled in the Kent County Veterans Treatment Court administered by the 62-A District Court [City of Wyoming], at the direction of Judge Pablo Cortes.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 – Safety
  - Goal 2 – Implement and adopt more proactive public safety initiatives

DISCUSSION:

During the past 11 years The Council has been in full support of the Veterans Treatment Court. The program continues to assist 20-25 veterans per year. This is the only such program in Kent County. The program is financially supported via the State Court Administrators Office grant, along with funds from the Kent County Veterans Affairs Office, with additional funds coming from the Friends of the Kent County Veterans Treatment Court.

The primary mission of the Veterans Treatment Court is to have a coordinated community response through collaboration with the veteran's service delivery system and the Criminal Justice System.

BUDGET IMPACT:

The City of Wyoming will incur no costs as a result of these funds being accepted.

Attachment:
Budget Amendment prepared by Finance Department
SCAO Grant Contract

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Michigan Supreme Court
State Court Administrative Office
Michigan Veterans Treatment Court Grant Program
Fiscal Year 2026 Agreement

Grantee Name:	**62A District Court — Veterans Treatment Court**
Unique Identifier:	**U30018**
Federal ID Number:	**38-2248545**
Contract Number:	**40888**
Grant Amount:	**$90,863**

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

1.01 The term "Agreement" as used in this document means the Agreement between the State Court Administrative Office (the "SCAO") and Grantee, and includes any subsequent amendments thereto.

1.02 The term "Confidential Information" means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary is information technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Agreement when rendering Services thereunder. "Confidential Information" also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information ("PII") and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee's retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.03 The term "Employee Benefits" means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers' compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.04 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Agreement and includes any increases or reductions under Section 17.

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1.05 The term "Grantee" as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting. "Grantee" includes the term Applicant, as it is used and referenced in this Agreement.

1.06 The term "Grantee's agents" as used in this Agreement includes the Grantee's agents, subcontractors, vendors, and subrecipients.

1.07 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.08 The term "Parties" includes the SCAO, Grantee, and all of their employees.

1.09 The term "Pre-existing Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services prior to this Agreement.

1.10 The terms "Program Expenses" and "Expenses" mean all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee's employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee's performance under this Agreement. This term includes allowable program costs as articulated in WebGrants, which are contained on the "allowable expense" list and in the program budget. This term also includes Travel Expenses as defined below.

1.11 The term "Services" refers to the goods, services, program activities, projects, and initiatives that the Grantee provides under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.

1.12 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.

1.13 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

1.14 The term "WebGrants" refers to the web-based grant management system used by SCAO.

1.15 The term "Work Product" refers to reports, programs, manuals, tapes, and videos, including training materials, power point presentations or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other Work Product prepared by the Provider under this Agreement and amendments thereto.

2. PARTIES

This Agreement is between the SCAO and the 62A District Court — Veterans Treatment Court (Grantee).

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3. AMOUNT AND GRANT PROGRAM

3.01 The SCAO will reimburse the Grantee up to $90,863 for the Grantee's expenses under this Agreement.

3.02 The grant funding is from the Michigan Veterans Treatment Court Grant Program

4. PERIOD OF AGREEMENT

This Agreement covers Services rendered during the grant period beginning on October 1, 2025, and ending on September 30, 2026, at 11:59 p.m. ("Agreement Period"), unless the parties agree to an amendment in writing in accordance with Section 26.

5. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

A. Reporting requirements (see Attachment 1),

B. SCAO Grant Assurances (in WebGrants),

C. Allowable/disallowable expense list (in WebGrants),

D. Conditions on Expenses (in WebGrants), and

E. Approved grant budget (in WebGrants).

6. RELATIONSHIP AND DUTIES

6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

6.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

6.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Agreement.

6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

6.05 Except for the Grant Amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.

6.06 The Grantee agrees to comply with all of the Agreement terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

7.01 This is a reimbursement-based grant.

7.02 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item

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can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.

7.03 Unless the SCAO gives prior approval otherwise, the Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list; reasonable, allocable, and necessary (as determined solely by the SCAO); included in the approved budget; and sufficiently substantiated with appropriate documentation (as determined solely by the SCAO).

7.04 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of other available funding options include local court or county funding, federal funding (not including other SCAO-administered grants awarded to the Grantee), participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Agreement can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Agreement before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

7.05 The Grantee's Expenses are eligible for reimbursement only if the Grantee is on time and in compliance with the grant reporting requirements in Attachment 1 and as otherwise required under this Agreement.

7.06 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable state of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

7.07 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.

7.08 All Expense reimbursement is subject to the SCAO's approval.

7.09 The Grantee agrees to receive payments by electronic funds transfer through Michigan's Statewide Integrated Governmental Management Application (SIGMA) vendor payment system. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's website.

8. RELIGIOUS PROGRAMMING

8.01 The Grantee will not spend grant funds on a program that has a religious component.

8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

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The Grantee may not assign any portion of this Agreement except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

10.01 The Grantee may enter into procurement contracts and subcontracts for activities under this grant.

10.02 Upon the SCAO's request, the Grantee must provide the SCAO with copies of any procurement subcontracts for activities under this grant.

10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.

10.04 The Grantee must provide a copy of this Agreement to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Agreement. However, to the extent that it is, all medical and treatment information of participants served under this Agreement is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.

B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.

C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.

D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.

11.03 During Agreement performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 27 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the

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Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Agreement.

12. RIGHTS TO WORK PRODUCT, PRE-EXISTING INVENTIONS, AND IMPROVEMENTS

12.01 All Work Product shall belong to and is owned by the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this Agreement and shall have the right to distribute those materials.

12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Agreement.

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Agreement that is not Confidential and Proprietary Information as defined in this Agreement. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Agreement.

12.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.

12.05 The Grantee shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Agreement.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that, during the time period that this Agreement is effective, there are no Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Agreement provisions before entering into this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

12.08 The Grantee further warrants that, during the time period that this Agreement is effective, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Agreement

13. INSURANCE

The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Agreement.

14. LIABILITY

14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Agreement. This subsection does not waive governmental immunity as provided by law.

14.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any liabilities or expenses that could interfere with Agreement performance.

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14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.

15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.

15.04 The Grantee must retain all financial records related to this Agreement for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.

16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

16.03 When any required report in Attachment 1 is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the SCAO may, in its sole discretion, reduce the project budget, suspend or terminate this Agreement, or hold or deny a claim reimbursement in whole or in part. Notices will be sent as provided in Section 27 of this Agreement.

17. INCREASES AND REDUCTIONS IN GRANT AMOUNT

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17.01 When Grantee cannot spend some or all allocated grant funds, these funds should be reallocated to other problem-solving courts who can spend them. This ensures that the problem-solving courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Award expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 17.05. Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1. Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and subject the Grantee to the procedures set forth in Section 17.05 below.

17.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

17.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must make its best efforts to use the full amount of funds awarded.

17.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation amendment request through WebGrants, stating the amount of additional grant funds needed, explaining how the additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded. The SCAO will determine any due dates for reallocation increase requests and may notify the Grantee regarding those dates.

17.05 If at any time during the Agreement Period Grantee fails to demonstrate satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:

A. SCAO will notify Grantee that it appears that Grantee is not making satisfactory progress toward spending its Grant Amount and will request an explanation from Grantee as to its lack of progress.

B. Grantee must, within 10 business days from the date of the notice, provide an explanation to SCAO for its lack of satisfactory progress and outline its plan for fully spending the Grant Amount during the Agreement Period, or if Grantee cannot fully spend the Grant Amount, Grantee must request a reduction in the Grant Amount which aligns with its plan. This information must be submitted by emailing a letter to Andrew Smith at smitha@courts.mi.gov. Failure to provide this information within the time specified by SCAO will result in a reduction in the Grant Amount based on the claims information already submitted by Grantee and using any other criteria SCAO determines to be relevant.

C. SCAO will determine whether the Grant Amount should remain as initially awarded or be reduced, and notify Grantee of the decision. SCAO has the sole authority to reduce the Grant Amount, and the amount of the reduction could be more than the Grantee's requested reduction amount. If SCAO's decision is to reduce the Grant Amount, Grantee will submit a budget revision in WebGrants by the date specified by SCAO showing how the reduced Grant Amount will be allocated for the remaining Agreement Period. If Grantee does not submit this budget revision, SCAO may reduce Grantee's budget in WebGrants and allocate the new amount in its discretion.

Docusign Envelope ID: DF0C5B95-BCE6-4C7F-B007-D06A550816B8

D. For communications other than those made through WebGrants and as mentioned in Subsection 17.05(B), all notices will be sent as provided in Section 27 of this Agreement.

17.06 If at any time during the Agreement Period Grantee determines on its own that it will not fully spend the entire Grant Amount during the Agreement Period, the Grantee must submit a reallocation request to SCAO in WebGrants identifying how much of the Grant Amount the Grantee intends to spend during the Agreement Period, and how much the Grantee would like to return to SCAO. Then, the procedures in Section 17.05(C) will be followed.

17.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's obligations under the Agreement will remain in effect until Grantee fully complies.

17.08 Section 17 survives termination of this Agreement.

18. SUSPENSION OR TERMINATION OF AGREEMENT

18.01 In addition to the provisions set forth in Section 17, the SCAO may, in its sole discretion and without further liability or penalty to the SCAO, reduce the project budget, suspend or terminate this Agreement, or hold or deny a claim reimbursement in whole or in part under any of the following circumstances:

A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.

B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.

C. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 24.

D. If the Grantee is charged with or convicted of any criminal activity or offenses during the term of this Agreement or any extension thereof.

E. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.

F. If the Grantee does not comply with an Agreement term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

G. Under the circumstances in Section 16.

18.02 Each Party has the right to terminate this Agreement without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Agreement, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee's obligations under the Agreement cannot be terminated, however, until Grantee fulfills all the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under this Agreement will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

Docusign Envelope ID: DF0C5B95-BCE6-4C7F-B007-D06A550816B8

18.03 If this Agreement is terminated, the SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

18.04 If the SCAO terminates this Agreement under Section 18, with the exception of termination stated in Section 18.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19. COMPLIANCE WITH LAWS

The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

20. MICHIGAN LAW

This Agreement shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Agreement in the Court of Claims in the state of Michigan or if the Court of Claims cannot take jurisdiction over the dispute then by the Michigan circuit court determined appropriate by the SCAO.

21. CONFLICT OF INTEREST

Because this Agreement involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et. seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq*., and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

22. DEBT TO STATE OF MICHIGAN

The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

23. AGREEMENT DISPUTE

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 27 of this Agreement.

24. PROGRAM CERTIFICATION

Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/DWI court, family treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Agreement.

25. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

Docusign Envelope ID: DF0C5B95-BCE6-4C7F-B007-D06A550816B8

The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

26. AMENDMENT

26.01 Except as provided in Subsections 17.05 and 26.02, the parties may amend this Agreement only in writing signed by both parties.

26.02 The SCAO and the Grantee must submit a budget/project amendment through WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

27. DELIVERY OF NOTICE

Unless otherwise specified in this Agreement, written notices and communications required under this Agreement shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

A. The Grantee's contact person is:

Anthony Torres
62A District Court
2650 DeHoop Ave., SW
Wyoming, MI 49509
anthony.torres@wyomingmi.gov

B. The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Smitha@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

28. NONDISCRIMINATION

During the performance of this Agreement, the Grantee agrees —

Docusign Envelope ID: DF0C5B95-BCE6-4C7F-B007-D06A550816B8

A. To comply with all state and federal nondiscrimination laws and regulations, as may be amended from time to time.

B. Not to participate directly or indirectly in the discrimination prohibited by any state or federal nondiscrimination law or regulation, such as federal laws or regulations as set forth in Appendix B of 49 CFR part 2.

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the SCAO.

D. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the SCAO will have the right to impose such Agreement sanctions as it determines are appropriate, including but not limited to, withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

29. GRANTEE'S AUTHORIZING OFFICIAL

29.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. The "Authorizing Official" is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Agreement. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee's Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Agreement on behalf of the Grantee.

29.02 Only one person may sign this Agreement as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

The remainder of this page is intentionally left blank.

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SIGNATURES OF PARTIES
Michigan Veterans Treatment Court Grant Program
CONTRACT NUMBER: 40888

30. SIGNATURE OF PARTIES

30.01 This Agreement is not effective unless signed by both Parties.

30.02 The signatures on this Agreement are electronic through the DocuSign system.

30.03 The DocuSign system requires an agent of the Grantee to send this Agreement to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Grantee's Authorizing Official for signature.

Contract is ready for Grantee's Authorizing Official's signature.

30.04 The DocuSign system requires an agent of the SCAO to send this Agreement to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Deputy State Court Administrator for signature.

Contract is ready for SCAO's Authorizing Official's signature.

62A District Court **Veterans Treatment Court**	**State Court Administrative Office**
John Shay	Elizabeth Rios – Jones
Authorizing Official's Signature	SCAO Official's Signature
John Shay	Elizabeth Rios - Jones
Authorizing Official's Name	SCAO Official's Name
City Manager	Deputy State Court Administrator
Authorizing Official's Title	SCAO Official's Title
11/4/2025	12/29/2025
Date Signed by Authorizing Official	Date Signed by SCAO Official

Docusign Envelope ID: DF0C5B95-BCE6-4C7F-B007-D06A550816B8

ATTACHMENT 1
FY 2026 REPORTING REQUIREMENTS
October 1, 2025, through September 30, 2026

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	**NOTE**
November 15, 2025*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before September 30, 2025.
February 15, 2026*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before December 31, 2025.
May 15, 2026*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before March 31, 2026.
August 15, 2026*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before June 30, 2026.

DCCMIS USER AUDIT	
DUE DATE	**NOTE**
January 31, 2026*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	**NOTE**
January 31, 2026	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	**NOTE**
January 10, 2026	Courts will be reporting on expenditures from October 1, 2025, through December 31, 2025.
April 10, 2026	Courts will be reporting on expenditures from January 1, 2026, through March 31, 2026.
July 10, 2026	Courts will be reporting expenditures from April 1, 2026, through June 30, 2026.
October 10, 2026	Courts will be reporting expenditures from July 1, 2026, through September 30, 2026.

PROGRESS REPORT	
DUE DATE	**NOTE**
April 30, 2026*	Courts will be reporting on program progress.

* If your court program is in the planning stage (not operational), you are only required to complete this report if the program becomes operational during this fiscal year.

CITY OF WYOMING BUDGET AMENDMENT

Date: February 2, 2026 **Budget Amendment No. 017**

To the Wyoming City Council:

A budget amendment is requested to approve an additional $90,863 of budgetary authority for expenses related to the Veteran's Treatment Court and recognize the associated State grant revenue

Description/Account Code	Current	Increase	Decrease	Amended
General Fund				
State Grants - State/County Misc Grant Reimbursement (Project Court MI Veteran)				
101-540.001	$ 154,831.00	$ 90,863.00		$ 245,694.00
District Court - Probation - Temporary Salaries (Project Court MI Veteran)				
101-286-29500-707.000	$ 104,296.00	$ 90,863.00		$ 195,159.00
Fund Balance/Working Capital (Fund 101)		$ -	$ -	

Recommended: _____ _____
Senior Accountant City Manager

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

Motion carried: Yes _____, No _____

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

_____
City Clerk

02.02.2026
PS/CED

RESOLUTION NO._____

A RESOLUTION TO SET A PUBLIC HEARING ON THE PROPOSED VACATION OF A PORTION OF 56th STREET SW LOCATED WEST OF CLAY AVENUE AND EAST OF US-131 TO ADJACENT PROPERTIES AT 505, 560, AND 588 56TH ST SW, AND 5635 CLAY AVE SW

WHEREAS:

1. The Wyoming Planning Commission held a public hearing on December 16, 2025 where they unanimously recommended the vacation of 56th Street located west of Clay Avenue and east of US-131 and adjacent to 505 56th St SW, 560 56th St SW, 588 56th St SW, and 5635 Clay Ave SW as depicted and described on the attached Exhibit A (the "56th Street Segment"), while retaining utility easements, an easement for emergency ingress egress, and an agreement for emergency egress access at 505 56th Street SW.
2. Section 70-53 of Chapter 70 within the Wyoming Code of Ordinances sets requirements for a public hearing at a regularly scheduled meeting, notice of public hearing, and a resolution to vacate a street.
3. At its meeting on March 2, 2026, the Wyoming City Council will consider a resolution to vacate the 56th Street Segment.

NOW, THEREFORE, BE IT RESOLVED:

1. At its meeting on March 2, 2026, the Wyoming City Council will hold a public hearing on the proposed vacation of the 56th Street Segment.
2. Notice of the public hearing shall be published once in a newspaper published and circulated at least weekly within the city. A copy of that notice shall be sent by the city clerk by certified mail to adjacent property owners and to all public utilities.
3. All resolutions and parts of resolutions are, to the extent conflicting with this resolution, rescinded.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 2, 2026:

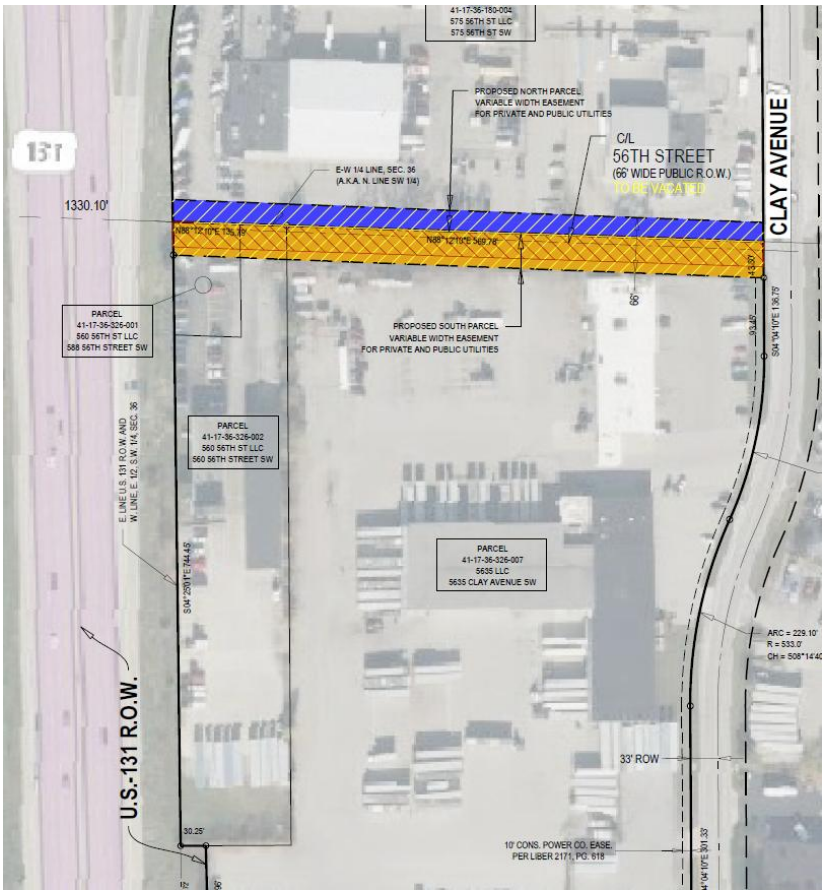
_____
Kelli A. VandenBerg, Wyoming City Clerk

EXHIBIT A

CITY OF WYOMING
NOTICE OF PUBLIC HEARING

The Wyoming City Council will hold a public hearing on March 2, 2026, at 7:00 P.M. in the City Council Chambers at City Hall, 1155-28th Street, S.W. for the purpose of hearing affirmations and/or objections in consideration of the request for a vacation of the 56th Street right-of-way to the west of Clay Avenue SW and east of US-131 and adjacent to 505 56th St SW, 560 56th St SW, 588 56th St SW, and 5635 Clay Ave SW, which is depicted and described below:

THAT PORTION OF THE 66' WIDE 56TH STREET RIGHT OF WAY IN THE WEST



1/2 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST LYING EAST OF THE EAST RIGHT OF WAY OF US 131 AND WEST OF THE WEST RIGHT OF WAY OF CLAY AVENUE

Persons who wish to make written comments may submit them in writing before the public hearing or submit them in-person during the public hearing. Written comments may be sent to the Wyoming City Council at clerk_info@wyomingmi.gov or by USPS mail or other delivery addressed to the City Clerk, 1155 28th St SW, Wyoming, MI 49509-0905, by 3:00pm the day of the meeting.

Those wishing to attend and provide comments during the public hearing should follow instructions for participating in the meeting, which can be found on the meeting's agenda at https://www.wyomingmi.gov. During the public hearing, persons waiting to speak will be cued to do so during the public hearing.

Those seeking special accommodations due to hearing or other disability or for language assistance, should contact plan_info@wyomingmi.gov or (616) 530-7285, at least 48 hours before the meeting.

STAFF REPORT

Date: December 8, 2025

Subject: Vacate ROW – 56th Street West of Clay Avenue

From Grant Simons, Civil Engineer

Meeting Date: December 16, 2025

Recommendation:

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

Community, Safety, and Stewardship:

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

Discussion:

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

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

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

PUBLIC RIGHT OF WAY TO BE VACATED

THAT PORTION OF THE 66' WIDE 56TH STREET RIGHT OF WAY IN THE WEST 1/2 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST LYING EAST OF THE EAST RIGHT OF WAY OF US 131 AND WEST OF THE WEST RIGHT OF WAY OF CLAY AVENUE

EASEMENT "A"

EASEMENT FOR PUBLIC AND PRIVATE UTILITIES
LAND SITUATED IN THE CITY OF WYOMING, KENT COUNTY, MICHIGAN LOCATED IN THE NORTHWEST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST. VARIABLE WIDTH EASEMENT, SOUTH LINE OF THE NORTHWEST 1/4 TO THE NORTH LINE OF THE 66' WIDE 56TH STREET RIGHT OF WAY (TO BE VCATED), LYING EAST OF THE EAST RIGHT OF WAY OF US 131 AND WEST OF THE WEST RIGHT OF WAY OF CLAY AVENUE

FOR INFORMATION ONLY
AFFECTING PARCEL: 41-17-36-180-004

EASEMENT "B"

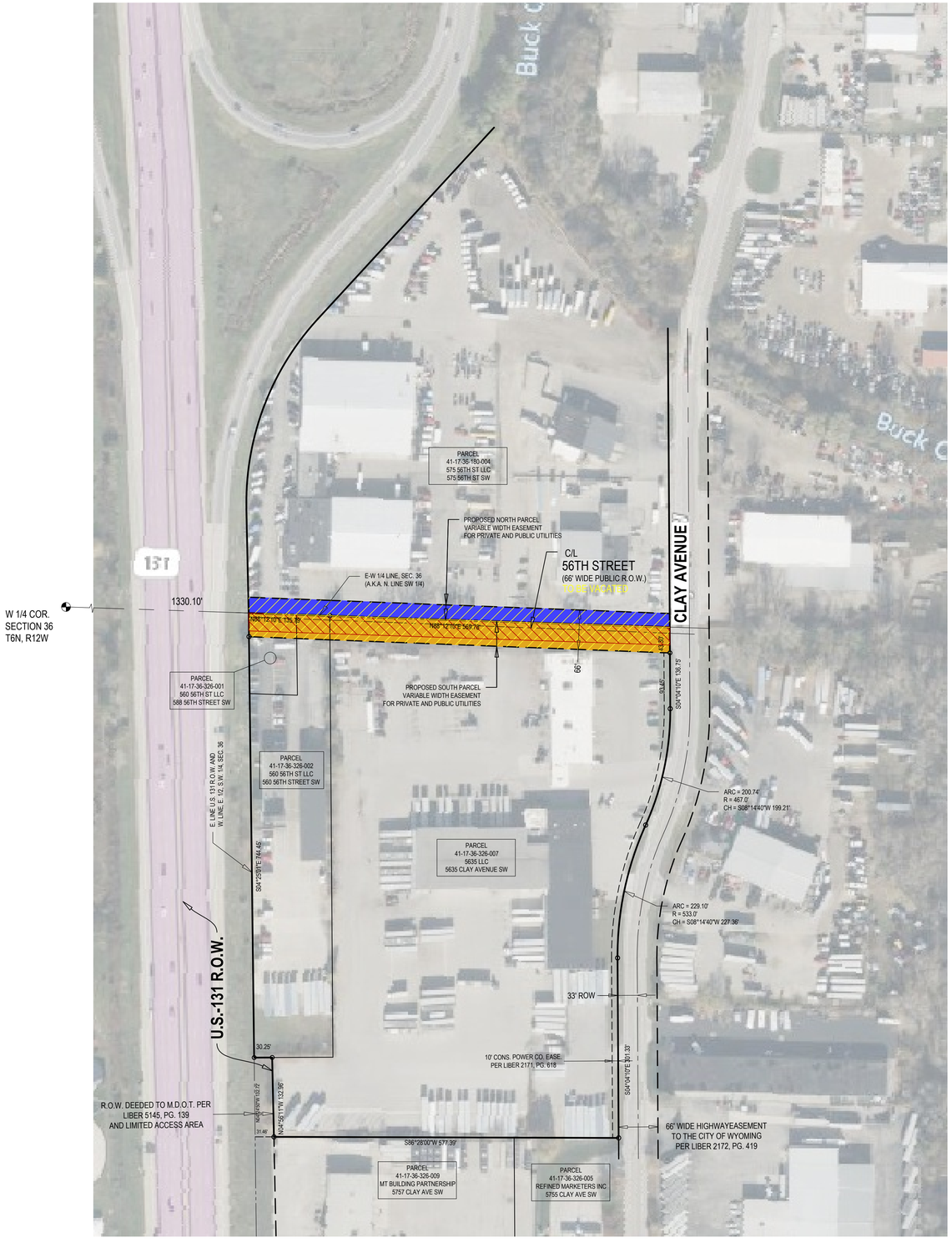
EASEMENT FOR PUBLIC AND PRIVATE UTILITIES
LAND SITUATED IN THE CITY OF WYOMING, KENT COUNTY, MICHIGAN LOCATED IN THE SOUTHWEST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST. VARIABLE WIDTH EASEMENT, NORTH LINE OF THE SOUTHWEST 1/4 TO THE SOUTH LINE OF THE 66' WIDE 56TH STREET RIGHT OF WAY (TO BE VACATED) LYING EAST OF THE EAST RIGHT OF WAY OF US 131 AND WEST OF THE WEST RIGHT OF WAY OF CLAY AVENUE

FOR INFORMATION ONLY
AFFECTING PARCELS:
41-17-36-326-001, 41-17-36-326-007,41-17-36-326-002

EASEMENT "C"

30' WIDE EASEMENT FOR EMERGENCY INGRESS AND EGREES
LAND SITUATED IN THE CITY OF WYOMING, KENT COUNTY, MICHIGAN LOCATED IN THE SOUTHWEST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST. THE NORTH 30' OF THE SOUTHWEST 1/4 OF SECTION 36, LYING EAST OF THE EAST RIGHT OF WAY OF US 131 AND WEST OF THE WEST RIGHT OF WAY OF CLAY AVENUE

FOR INFORMATION ONLY
AFFECTING PARCELS:
41-17-36-180-004, 41-17-36-326-001, 41-17-36-326-007, 41-17-36-326-002



N

0' 50' 100' 200'

SCALE 1" = 100'

LEGEND

- SECTION CORNER
- PUBLIC RIGHT OF WAY TO BE VACATED
- EASEMENT "A"
  PROPOSED EASEMENT FOR PRIVATE AND PUBLIC UTILITIES AFFECTING NORTH PARCEL
- EASEMENT "B"
  PROPOSED EASEMENT FOR PRIVATE AND PUBLIC UTILITIES AFFECTING SOUTH PARCEL
- EASEMENT "C"
  PROPOSED 30' WIDE EASEMENT FOR EMERGENCY INGRESS EGRESS TO THE CITY OF WYOMING

STATE OF MICHIGAN
RYAN THOMAS YSSELDYKE
ENGINEER
NO. 53763
LICENSED PROFESSIONAL ENGINEER

HOLLAND ENGINEERING
220 Hoover Boulevard
Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-392-5938 F 616-392-2116

The Surveyor's / Engineer's liability for any and all claims, including but not limited to those arising out of the Surveyor's / Engineer's professional services, negligence, errors, misconduct, warranties or misrepresentations shall be deemed limited to an amount not greater than the service fee.

LAKEWOOD ARCHITECTURAL

ATTN: MR. MAX NYKERK
11253 JAMES STREET
HOLLAND, MI 49424

WEST MICHIGAN INTERNATIONAL
56TH STREET AND CLAY AVENUE
CITY OF WYOMING, MI 49548

PT. OF THE SW 1/4, SECT. 36, T6N, R12W
CITY OF WYOMING, KENT CO., MI.

Issued for:

No.	Description	Date
A.	EXHIBIT DRAWING	11/12/2025

Plans are preliminary & incomplete until ISSUED FOR CONSTRUCTION

Project Manager: RYAN T. YSSELDYKE, PE
Vertical Datum: N/A
Horz. Datum: LOCAL
Drawn by: MARK BROOKHOUSE

Checked by		Date
Survey	.	.
Civil	.	.
Struc.	.	.
L. A.	.	.

HEI Project Number: 25-09-028

Sheet Title: EXHIBIT

Sheet No.: 1 OF 1

02/02/2026
CED/PGS

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH THE COMMUNITY FOOD CLUB

WHEREAS:

1. The City has identified as a high priority in its amended 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the need to provide food bank services in response to the coronavirus pandemic.

2. Community Food Club shall provide food bank services to low- and moderate-income Wyoming families to address food insecurity and provide access to health food choices. The Wyoming City Council desires to invest $15,345.85 in this service.

3. These funds shall be available in Account No. 251-701-69420-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the Mayor and City Clerk to execute the contract and all necessary legal documents as may be required.

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 February 2, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Agreement

CITY OF WYOMING | COMMUNITY AND ECONOMIC DEVELOPMENT

1155 28th Street SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

Staff Report

Date: January 27, 2026

Subject: Community Development Block Grant Subrecipient Contract with Community Food Club

From: Paul Smith, Assistant Director of Community and Economic Development

CC: John Shay, City Manager
Nicole Hofert, Deputy City Manager

Meeting Date: February 2, 2026

RECOMMENDATION

It is recommended that City Council enter the attached contract with Community Food Club for $15,345.85. Funding is provided through the Community Development Block Grant restricted funds for the period of January 1, 2026, through April 30, 2026.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
  - GOAL 2 – Implement placemaking initiatives that enhance Wyoming's vibrancy and quality of life.

DISCUSSION

In 2020, the Community Development Block Grant (CDBG) program was temporarily expanded to include certain activities related to the coronavirus pandemic. Additional funds and an expedited approval process were authorized. The City of Wyoming applied for and received CDBG-CV grants, developed a plan to spend those funds, and awarded a portion of those funds to subrecipients addressing the impacts of the coronavirus pandemic.

A portion of these CDBG-CV funds was designated for food bank programs. In 2020, a food bank was awarded funds from the City of Wyoming on a 3-year contract. At the expiration of that contract in 2023, $15,345.85 was left unspent and federal Housing and Urban Development (HUD) staff indicated that the funds could not be reallocated. Wyoming staff closed out the CDBG-CV grant and notified HUD.

During staff's ongoing conversations with HUD about the future of the City's CDBG program, HUD staff asked if the City of Wyoming would be willing to reallocated its CDBG-CV grant. Staff presented a recommendation to the Community Development Committee, which recommended awarding the remaining $15,345.85 to Community Food Club to provide food bank services. This recommendation was made at the October 30, 2025, meeting based on Community Food Club's history of serving Wyoming families, its ability to utilize the funds before the end of the current program year, and its ability to comply with federal requirements for reporting accomplishments.

BUDGET IMPACT

Sufficient funds are available in the account 251-701-69420-956.000.

SUBRECIPIENT CONTRACT BETWEEN
CITY OF WYOMING
AND
COMMUNITY FOOD CLUB

This Subrecipient Contract is made as of 1/20/2026 to be effective from January 1, 2026, through April 30, 2026, between the City of Wyoming a Michigan municipal corporation of 1155 28th St, SW, PO Box 905, Wyoming, MI 49509-0905 (**City**), and Community Food Club, a Michigan nonprofit corporation of 1100 Division Avenue S, Grand Rapids, MI 49507 (**Subrecipient**).

RECITALS

A. City is a recipient of Community Development Block Grant-Coronavirus (**CDBG-CV**) funds authorized by the federal Coronavirus Aid, Relief, and Economic Security Act (**CARES Act**) and administered by the United States Department of Housing and Urban Development (**HUD**) and City wishes to support activities intended to alleviate and reduce food insecurity and economic instability for City residents who have been adversely impacted by the coronavirus pandemic.

B. City identified as a high priority in its 2016-2021 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the need for increased access to services.

C. City identified as a high priority response to the coronavirus pandemic alleviation some adverse economic impacts suffered by City residents, particularly residents with low to moderate incomes.

D. Accordingly, City desires to provide some CDBG-CV funding to Subrecipient as detailed in section 4 of this Contract (**Subrecipient Funding**) to support food assistance to provide increased food security to low- to moderate-income individuals and families living in the City who have been adversely financially impacted by the coronavirus pandemic.

Terms and Conditions

Now, therefore, the parties agree:

1. Project Objective. The project objective of this Contract is for Subrecipient to provide low- to moderate-income individuals and families who have been adversely financially impacted by the Coronavirus pandemic access to food assistance through the Subrecipient's Community Food Club program (**Project Objective**). The Project Objective is the standard City will use to determine the impact and effectiveness of Subrecipient's services and activities under section 2 of this Contract.

2. Scope of Services. To accomplish the Project Objective Subrecipient will provide the following services and engage in the following activities in a lawful, satisfactory, and proper manner:

A. Subrecipient will use the Subrecipient Funding for the costs of Community Food Club staffing, directly attributed to the increase in demand for program services because of the coronavirus pandemic and the increased need of Wyoming residents for food for individuals and families experiencing food insecurity. There will be no maximum quantity of food distributed per individual or family, and Subrecipient will distribute food according to Subrecipient's existing distribution policies, with the total funds expended not to exceed the total of Subrecipient Funding provided in section 4.

B. Subrecipient will use the Subrecipient Funding to pay wages and benefits of full-time or part-time food club staff to respond to the demonstrated increase in demand for food services due to the economic impacts of the coronavirus.

C. Subrecipient will determine eligible households to be low income at or below 50% of the Area Median Income (**AMI**) and moderate income between 50% and 80% of AMI. AMI will be determined using the method acceptable to City and HUD.

D. Subrecipient will invoice City a maximum total of the Subrecipient Funding as provided in section 4 to reimburse Subrecipient the costs of staffing of the food club to provide for increased demand for food club services. Each invoice will include a written status report on progress in providing that assistance, including required demographic information and documentation of incurred reimbursable expenses.

3. Time of Performance. Subrecipient will commence providing services and activities for this Contract on January 1, 2026, and, unless this Contract is terminated earlier, continue to provide those services until the expiration of this Contract on April 30, 2026.

4. Compensation and Method of Payment.

A. City will pay Subrecipient, as full compensation for Subrecipient's satisfactory performance under this Contract, up to $15,345.85 from January 1, 2026, to April 30, 2026, based upon actual expenses incurred and in accordance with the following schedule:

1. Subrecipient will expend funds on a monthly reimbursable basis.

2. Final invoices for reimbursement for the completed contract period ending April 30, 2026, must be submitted to City with all necessary supporting documentation not later than May 15, 2026.

Failure to submit a final invoice for all unreimbursed expenses incurred through April 30, 2026, by May 15, 2026, will result in loss of funding for any expenses.

B. The total compensation and reimbursement to be paid by City to Subrecipient pursuant to this Contract will not exceed the maximum sum of $15,345.85 from January 1, 2026, to April 30, 2026.

5. Financial Transparency. Transparency and full disclosure relating to sources and uses of public funds are materially imperative under this Contract. Subrecipient must publicly disclose it receives funding from City's Community Development Block Grant–Coronavirus Fund in support of its food assistance program. That disclosure must be posted on Subrecipient's website during the term of this Contract. Subrecipient must maintain an operational internet website accessible to the general public.

6. Continued Funding. City makes no offer, representation, or promise of future funding from City after the termination of this Contract. City further makes no representation or promise that it will not terminate this Contract and funding under this Contract pursuant to section 29.

7. Finance Procedures. Regardless of any other provision of this Contract, the City, in its sole discretion, may suspend, reduce or disallow any payment(s) of funds to Subrecipient under upon written notice to Subrecipient if Subrecipient's internal fiscal controls and records are changed without City's approval, or when, in City's sole determination, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose or for some use not permitted under this Contract.

A. Unearned payments under this Contract may be suspended by the City upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of City.

B. Unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

8. Donations and Fees. All donations and fees Subrecipient receives in connection with providing services under this Contract must be included in its financial reports in a balance sheet and operating statement presentation showing disposition of those donations and fees.

9. Contract Modifications. City, from time to time, may expand, reduce, or otherwise modify the Project Objective, scope of services and activities, or any other contract term the Subrecipient is required to provide under sections 1 and 2 of this Contract. However, City and Subrecipient must sign written Contract amendments with those t mutually agreed upon modifications.

10. Subrecipient's Failure of Performance.

A. Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.

1. City shall determine in its sole discretion whether the work is satisfactorily completed.

2. If City determines services provided under this Contract have not been performed in a timely or satisfactory manner, City shall notify Subrecipient in writing and allow Subrecipient 10 days to cure any such failure.

3. If Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to subsection 10.A.2, City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to Subrecipient.

B. If Subrecipient fails to provide, in a timely and proper manner, any of the services or activities required under this Contract, City may reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

C. If Subrecipient fails to fulfill in a timely and proper manner or violates any of the terms of this Contract, City with 60 days written notice to Subrecipient, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided for in this Contract.

1. If this Contract is terminated:

   a. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by Subrecipient with City funds pursuant to this Contract, shall become City's property; and

   b. Subrecipient shall receive just and equitable compensation for work Subrecipient satisfactorily completed pursuant to this Contract prior to its termination, subject to subsection 10.B.2.b below.

2. Nothing in this Contract:

   a. Deprives City of any rights or remedies, either at law or in equity or under this Contract, which it may assert against Subrecipient upon failure to fulfill any of the terms of this Contract; or

   b. Relieves Subrecipient of any liability to City for any damages City sustains or losses City incurs resulting from Subrecipient's breach of this Contract. If City sustains such damages or incurs such losses, unless City has terminated this Contract, City may withhold as a set-off any payments due Subrecipient, until (i) an exact amount of City's damages and losses is fully and legally determined and (ii) City has recovered those amounts.

3. Nothing in this Contract precludes City and Subrecipient from mutually agreeing in writing to terminate this Contract.

11. Reports and Information. City and Subrecipient will comply with the following record keeping, City and HUD requirements.

A. Subrecipient must compile and maintain adequate financial records in a form satisfactory to the City. Those financial records must reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of Subrecipient must conform to regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subrecipient must follow Subrecipient's own administrative practices and policies established for its operation. Subrecipient represents to and promises City that those administrative practices and policies include, but are not limited to, a client self-determination of low- and moderate-income policy, and a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).

C. Subrecipient must implement and adhere to all pertinent equal opportunity compliance procedures, as adopted by City (including those in other sections of this Contract) and all federal and state, civil rights and equal opportunity laws, rules, regulations, orders, and guidelines.

D. Subrecipient must maintain case files, or other documentation acceptable to HUD and City, on each household served which include name, address, income eligibility, size of household, sex, race, disability status, and age of head of household, and self-certification of financial hardship as a result of coronavirus. Subrecipient must also include files or other documentation such other information as HUD or City may subsequently require. Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by May 15, 2026.

E. The Annual Performance Report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG-CV funds, including its location (if the

activity has a geographical locus), and the amount of CDBG-CV funds budgeted for the activity. At the conclusion of each fiscal year period ending June 30, and the final contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

F. The City, as a pass-through entity for federal awards, is providing the following Catalog of Federal Domestic Assistance (CFDA) information to the Subrecipient to be used for Subrecipient's single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – Community Food Club

Subrecipient's Unique Entity Identifier – P8WXJVPRKC38

City Federal Award Identification Number – B-20-MW-26-0020

City Federal Award Date – 7/17/2020

Subaward Period of Performance Start & End Date – January 1, 2026-April 30, 2026.

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient for the following periods – January 1, 2026 - April 30, 2026, $ 15,345.85

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation is up to - **$15,345.85**

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – is up to **$15,345.85**

Federal Award Project Description – Public services administered by Community Food Club: Low- and moderate-income persons will have increased access to food for the benefit of increasing their access to services.

The City of Wyoming does not guarantee reimbursement to Subrecipient until the City receives the award. If the CDBG-CV funds are withdrawn or no longer available to the City from the federal source, the City will have no obligation to obligate funds to the Subrecipient. The City will notify the subrecipient when the new grant has been received and the subrecipient is authorized to expend funds. The City does not guarantee invoice reimbursement if the subrecipient chooses to expend funds prior to the City's written authorization.

In order to receive federal funding generally, and reimbursement for CDBG activities the Subrecipient shall comply with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), and Executive Orders implementing the Act. This means that immigration status will need to be confirmed and documented before an individual or household can receive cash or non-cash public benefit. SAM registry or equivalent may be required prior to commencing any activities under this Contract.

Continued Funding. City makes no implied or explicit guarantee, offer, or representation of future City funding beyond termination of this Contract. City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding under this Contract pursuant to the terms and conditions or the funds are withdrawn by the funding source or the Subrecipient is ineligible.

Name of Federal Awarding Agency – Department of Housing & Urban Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community and Economic Development Department; DUNS 07928-3982; Community and Economic Development Department Director Nicole Hofert (616) 530-3170

CFDA Number and Name – 14.218; Community Development Block Grants/Entitlement Grants; Entitlement, Sec. 106(b); Coronavirus Relief, CDBG-CV

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

G. Subrecipient will make an appropriate effort to acknowledge City as a provider of funding in Subrecipient's promotional and educational materials, website, etc.

12. Eligible Costs of the Subrecipient. Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract must be fully documented and must comply with any limitations or exclusions in applicable federal, state and local laws, rules, regulations, orders and guidelines and conditions required by City, including the regulations in 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

13. Records and Documentation. Subrecipient must compile and maintain all necessary records concerning any matter covered by this Contract that City, from time to time, may require. Unless City otherwise expressly authorizes, Subrecipient must maintain all records related to this Contract, including financial records and accounts, for a period of 6 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 6-year period, the records Subrecipient must retain those records until all litigation, claims or audit findings involving the records have been resolved.

14. Audits and Inspections.

A. At any time during normal business hours and as often as City may deem necessary to ensure proper accounting for project funds, Subrecipient shall:

1. Make available to City or City's designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and

2. Permit City or City's designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and

3. Allow City or City's designated representatives to review any documents pertaining to this Contract that are considered as backup to Subrecipient's operation, regardless of funding source.

B. Within 180 days after the end of its fiscal year, Subrecipient will provide to City an audit meeting the requirements of the regulations of 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A single audit must be conducted if Subrecipient as a non-federal entity expends $750,000 or more in total federal awards in a year in accordance with OMB 2 CFR 200 and must be provided to City within 180 days after the end of Subrecipient's fiscal year. If a single audit is not required, Subrecipient must submit to City a letter of confirmation stating within 180 days after the end of Subrecipient's fiscal year.

D. Subrecipient must furnish City or City's designated representatives the amounts reported by Subrecipient on Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to ensure accuracy in reporting the correct amounts of expended federal awards within 180 days after the end of Subrecipient's fiscal year.

15. Certification. Subrecipient must comply with certifications requirements and standards in 2 CFR 200.415, as a part of all annual and final fiscal reports and vouchers for payment using the following specific certification language:

> By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

16. Conflicts of Interest.

A. Subrecipient promises it has no conflict of interest and will not employ an individual having a conflicting interest in this Contract for the purpose of providing the services and activities set forth in the section 2 of this Contract or fulfilling other terms of this Contract.

B. Subrecipient has or will establish safeguards to prohibit Subrecipient's employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

C. Subrecipient and its directors, officers and employees, as well as any parent, affiliate, or subsidiary organization of Subrecipient have not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees, any consideration contingent upon the award of this Contract. No director, officer, or key employee of Contractor and no director, officer, or key employee of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City elected or appointed officer or board/commission member except as already disclosed in writing to City. Subrecipient will immediately notify City of any change in this circumstance.

17. Assignment and Transfer of Interest; Subcontracting. Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or of this Contract without City's prior written consent. However, Subrecipient may assign or transfer to a bank, trust company, or other financial institution accounts receivable or claims for money due or to become due Subrecipient from the City pursuant to this Contract without such consent, but, if it does so, Subrecipient must promptly inform City in writing of any such assignment or transfer.

18. Lobbying and Political Activities. None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract will be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for information designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the City Council.

19. Risk Allocation.

A. Subrecipient is solely responsible for (i) means and methods of the work provided under this Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under this Contract.

B. Subrecipient will hold City (defined for purposes of this section to include City's officers and employees) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the) against any claims or demands made by persons other than City as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents. Subrecipient will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City officers or employees as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents.

C. Subrecipient's obligations under this section will not be limited by the amounts of any insurance covering Subrecipient or Subrecipient's directors, officers, employees, or agents. Any insurance Subrecipient is required to obtain and maintain under this Contract are only minimum coverage requirements. Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in Subrecipient's own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Qualifications; Debarred or Ineligible Contractors.

A. Subrecipient has and will maintain, and any personnel engaged by Subrecipient to provide services or perform work under this Contract have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Subrecipient will comply with 24 CFR Part 24, which includes but is limited to the following: HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, placement or ineligibility status. Subrecipient will check all Subrecipient's contractors, subcontracts, and vendors against the federal excluded parties list of debarred contractors at https://www.sam.gov to ensure they are not on that list.

C. Subrecipient is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

21. Federal Uniform Administrative Requirements. Subrecipient will comply with the following federal requirements for City contracted services using HUD CDBG funds:

A. 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subpart K of 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

C. Subpart J of 24CFR570.504, "Program Income."

D. Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

22. Insurance. Unless waived in writing by the City, Subrecipient must, for the term of this Contract, carry the following insurance and, before beginning any services under this Contract Subrecipient must provide to City copies of certificates of insurance showing the coverage to be in place. If requested by City, Subrecipient will provide copies of policies and endorsements setting out all coverage terms. Subrecipient will provide City updated certificates of insurance to demonstrate insurance is in place during the entire term of this Contract.

A. Insurance coverage will include:

1. Commercial general liability insurance to include coverage for premises/operations, products/completed operations, independent contractors, personal injury, and contractual liability. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - $1,000,000 per person/$1,000,000 per occurrence
Property Damage - $1,000,000 per occurrence

2. Automobile liability insurance to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - $1,000,000 per person/$1,000,000 per occurrence
Property Damage - $1,000,000 per occurrence

3. Workers' disability compensation and employer's liability as required by Michigan law.

B. The following language must be included on the certificates of general commercial liability and automobile liability insurance:

The following shall be Additional Insureds on all insurance policies: The City of Wyoming, including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.

Endorsements must be obtained to provide such coverage.

C. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

23. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, consultants, or subrecipients engage in for or on behalf of City. Accordingly:

A. Subrecipient and its subcontractors and consultants in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and its subcontractors and consultants will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

2. Subrecipient will send to each labor union or representative of workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Subrecipient's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Subrecipient or its subcontractors or consultants will, as part of its work on the contract, be engaging for or on behalf of City with others, Subrecipient shall ensure such engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan will comply with this requirement.

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies and/or in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance may also result in Subrecipient's ineligibility to bid on or enter future contracts with City.

D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of

another who fails or refuses to furnish it, Subrecipient shall so certify to City's Director of Community Services.

E. Subrecipient must include provisions of paragraphs A through D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing, directly or indirectly related to this Contract and any other Subrecipient programs and activities that HUD or the United States Department of Justice determined are required to comply with those provisions. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

24. Compliance with the Law. In providing services and activities required under and in fulfilling the terms of this Contract, Subrecipient will comply with all applicable federal, state and local laws, rules, regulations, orders, and guidelines, including but not limited to: the Architectural Barrier Act of 1968, 42 USC § 4151 *et seq.*; Barrier Free Design Act, 1966 PA 1, MCL 125.1351 *et seq.*; Davis–Bacon Act, 40 USC § 3141 *et seq.*; Copeland Anti-Kickback Act, 18 USC § 874, 40 USC § 3145, as supplemented by 29 CFR Part 3; and Federal Fair Labor Standards Act of 1938, 29 USC § 201 *et seq.*

25. Severability of Provisions. If any provisions or parts of this Contract are held invalid by a court or a state or federal agency of competent jurisdiction, or if any portion of any provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected if the remainder of this Contract would then continue to conform to applicable law.

26. Waiver. The failure of City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of a later breach of that contractual requirement or of the City's right of action for the breach of that term.

27. Disclosure of Confidential Material. All reports, data, information, forecasts, and records assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all federal and state laws, rules, regulations, orders and guidelines governing confidentiality and disclosure of public and other records and information. Subrecipient must comply with all federal and state laws, rules, regulations, orders, and guidelines governing confidentiality and disclosure of public and other records and information.

28. City Department or Office. City's Community Development Office will be responsible for the administration of this Contract on behalf of the City.

29. Termination at City's Election. City may, upon 60 days written notice to the Subrecipient, terminate this Contract and all of City's obligations under this Contract, including any obligations to provide Subrecipient Funding. City may exercise its rights under this provision regardless of whether Subrecipient breached any condition or obligation under this Contract. Once City provides written notice to Subrecipient without claiming Subrecipient breached this Contract, City shall not be obligated to supply Subrecipient Funding for any subsequent months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, will be determined by totaling the City's payments from the beginning of the Contract term until the time notice is provided and dividing that amount by the number of funded months (or parts of months). City shall also compensate Subrecipient for any required expenses exceeding the average monthly payment in an amount not to exceed the total amount of Subrecipient Funding specified in Section 4.

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

CITY OF WYOMING

By:_____
Kent Vanderwood, Mayor

By:_____
Kelli A. VandenBerg, Clerk

Community Food Club

By:_____
AJ Fossel, Executive Director

Date signed: 1/20, 2026

Date signed: _____, 2026

Approved as to form:



Gregory T. Stemers, City Attorney

2/2/2026
Engineering/JJO:ags

RESOLUTION NO. _____

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

WHEREAS:

1. On September 3, 2024, Council approved a contract and on September 15, 2025, Council approved a contract amendment with Colliers Engineering to design the Byron Center Avenue and 56th Street Dual Left-Turn project in the amount of $109,920.
2. Colliers Engineering has submitted a contract amendment to perform Construction Administration services for this project.
3. The proposed contract amendment will increase the not-to-exceed contract by $90,440 for a total cost of $200,360.
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 $200,360.

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 February 2, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract Amendment

CITY OF WYOMING | PUBLIC WORKS

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

STAFF REPORT

Date: January 22, 2026

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

From: Jeff Oonk, City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: February 2, 2026

RECOMMENDATION:

It is recommended the City Council approve and authorize the City Manager and City Clerk to execute a contract amendment with Colliers Engineering for construction administration of the Byron Center Avenue and 56th Street Dual Left-Turn project. Construction administration services will add $90,440 to the current design contract for a total of $200,360.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City approved a contract with Colliers Engineering for the design of the Byron Center Avenue and 56th Street Dual Left-Turn project. The design work is now complete and the project has moved into the construction phase. A proposal from Colliers was requested to perform construction administration, since Engineering staff have numerous other projects requiring their oversight this construction season and do not have the capacity to administer this project. These services include full-time project inspection, MDOT Office Technician services and project management. This additional work results in additional fees totaling $90,440. The total contract amount for Colliers is $200,360.

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 #2

Colliers Engineering & Design

This Contract Amendment is to City Professional Services Contract for the Byron Center and 56th Street Intersection Improvements 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 additional services for the Byron Center Ave and 56th Street Intersection Improvements contract.
B. Professional submitted a proposal dated January 9, 2026, for additional services, copy of which is attached as Exhibit B (Proposal) in the amount of $90,440.

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: _____, 2026

Approved as to form:

_____
Gregory T. Stremers, City Attorney

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

By:_____
[Signature officer, director or principal of Professional]
Nathan VanDrunen, PE Geographic Discipline Leader
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: January 27, 2026

CONTRACT
EXHIBIT A

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:

1. Contractor will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. 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

By: _____
Robert Postema, Mayor Pro-Tem

By: _____
Kelli VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

_____
Scott G. Smith, City Attorney

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

By: _____
[Signature officer, director or principal of Professional]
Chad A. McCollum
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: August 28, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Professional and Professional's personnel must comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of a governmental agency, official or court of competent jurisdiction.

2. Grant Compliance. If City identifies state or federal grant funds as a source of payment for the project, Professional (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions applicable to this contract.

3. Qualifications. Professional represents and promises that:

A. Professional and Professional's personnel have and will maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Services.

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

C. If the contract is for a HUD CDBG or another federal or state funded project, Professional is not on the HUD list of debarred and suspended participants. Unless waived by City's purchasing director, Professional and all subcontractors will register on the Federal SAM Registry available at: https://usfcr.com. Professional is not on and will remain off the Federal System for Award Management list of entities ineligible for federal contracts.

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

4. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that other engage in for or on City's behalf. Therefore:

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Professional will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Professional engages with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on any reason listed in subsection A, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Professional will use language assistance services in communications.

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

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

E. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision.

5. Ethical Standards. To the best of Professional's knowledge after reasonable inquiry:

A. Professional, Professional's personnel, and any parent, affiliate, or subsidiary organization of Professional has not engaged in and will refrain from 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 to 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
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: $2,000,000 Each Occurrence $2,000,000 Personal & Advertising Injury $2,000,000 General Aggregate $2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	Coverage must include loading & unloading, transportation, storage, & removal of all hazardous waste or material. If this policy is claims made form, Professional must keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required $3,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

16. General Terms.

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

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

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

EXHIBIT B
PROPOSAL

CITY OF

WYOMING



Colliers

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

560 5th St. NW, Suite 305, Grand Rapids, MI 49504
Main: 616 827 4270

Colliers
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,

Josh Dudicz

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

[redacted]

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

Organization: Corporation
State of Inc.: Connecticut
Year Founded: 1984
Tax ID: 47-1527546
Licensed: Michigan

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

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.

[redacted]

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.

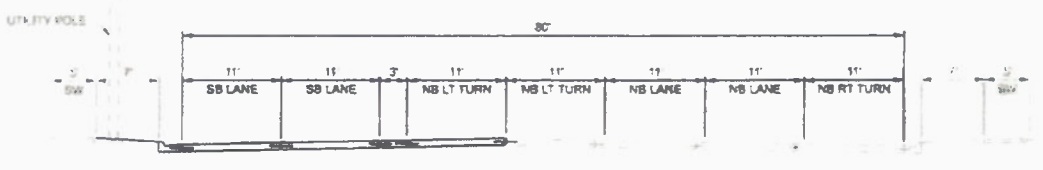
Roadway Cross Section

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.



EXISTING NORMAL SECTION

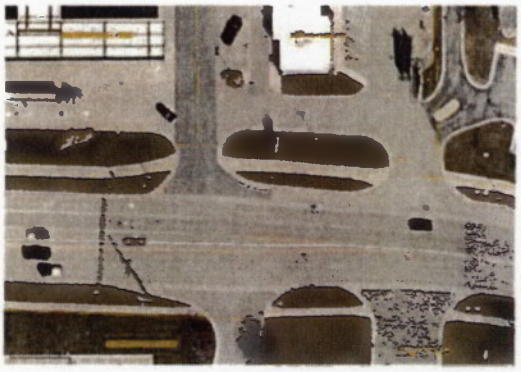


PROPOSED NORMAL SECTION

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, Wallgreens 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:

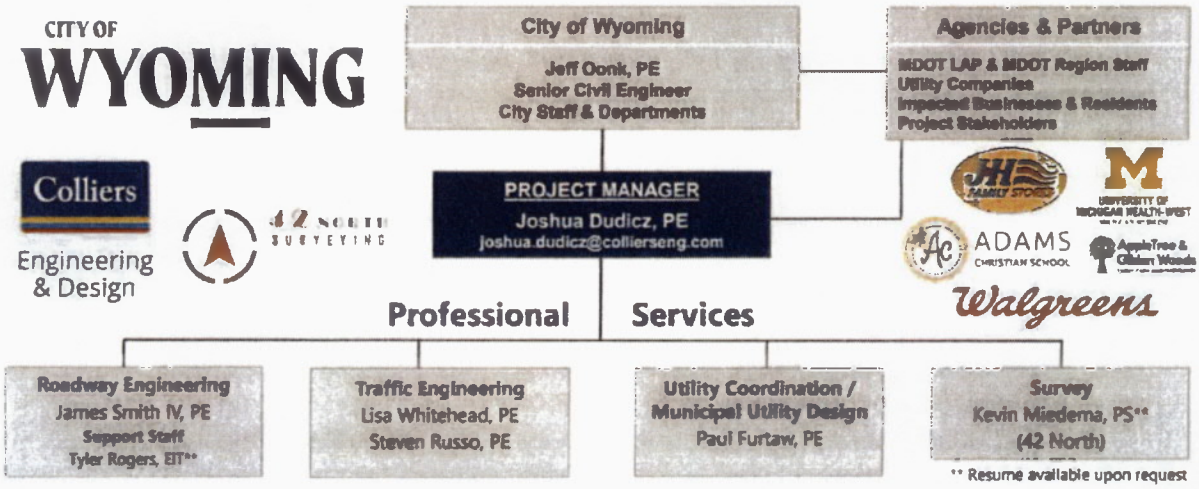
1. Design Survey
2. Identify potential impacted properties & provide exhibits to City for preliminary negotiations.
3. Begin NEPA documentation per MDOT Form 5323 (including investigations, public hearings, etc. as required to complete the form)
4. Submit documentation for SHPO clearance
5. Hold Utility 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

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

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.

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

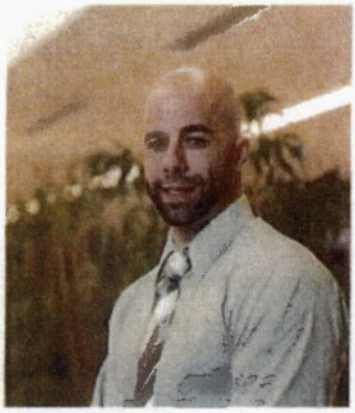
Flint, MI | Project Engineer

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

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).

Education
BS, Civil Engineering, Michigan State University, 2009

Licenses
Michigan
Ohio

Affiliations & Memberships
Institute of Transportation Engineers (ITE)

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 Corewell 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.

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)

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.

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.

[redacted]

Professional Licensing Information – Proposed Staff Team

Licensed Professional Information:
Professional Engineer 6201055673

Licensee Detail

License Type: [illegible] License Number: [illegible]
Name: [illegible]
License Issue Date: [illegible] License Expiration Date: [illegible]
License Status: [illegible] County: [illegible]

Licensed Professional Information:
Professional Engineer 6201068189

Licensee Detail

License Type: [illegible] License Number: [illegible]
Name: James Hansen Smith IV
License Issue Date: [illegible] License Expiration Date: [illegible]
License Status: Active County: [illegible]

Licensed Professional Information:
Professional Engineer 6201060349

Licensee Detail

License Type: Professional Engineer License Number: 6201060349
Name: [illegible]
License Issue Date: [illegible] License Expiration Date: [illegible]
License Status: Active County: Eaton

Licensed Professional Information:
Professional Engineer 6201064398

Licensee Detail

License Type: Professional Engineer License Number: [illegible]
Name: Steven Rupp
License Issue Date: 12/12/2016 License Expiration Date: [illegible]
License Status: [illegible] County: Wayne

Licensed Professional Information:
Professional Engineer 6201048888

Licensee Detail

License Type: [illegible] License Number: [illegible]
Name: [illegible]
License Issue Date: [illegible] License Expiration Date: [illegible]
License Status: [illegible] County: [illegible]

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 Sweney, 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 McColloch
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)	$ 170.00	20		$ 3,400
Submittal QAQC		8		$ 1,360
Meetings (estimate 4)		4		$ 680
Administrative				
Assist w/ Prep of Meeting Agendas, Notes & Project Summary	$ 90.00	8		$ 720
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
EXHIBIT B

560 5th St. NW, Suite 305, Grand Rapids, MI 49504
Main: 616 827 4270

Colliers Engineering & Design

January 9, 2026

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

Construction Services 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 construction services. We understand that the City of Wyoming is seeking a qualified engineering firm to provide engineering, office technician, field inspection, and materials testing services for the improvements to the Byron Center Avenue & 56th Street intersection. This project was designed by CED and will be administered through the MDOT Local Agency Program for FY 2026 with construction during the 2026 season.

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.

Please do not hesitate to contact me if you need additional information or clarification in reviewing our enclosed proposal. I can be reached 616.262.8791 or at nate.vandrunen@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,

Nathan VanDrunen, PE / Geographic Discipline Leader, Construction

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

- Firm Overview
- Project Understanding
- CED Hours / Tasks Breakdown
- CED Resumes



Colliers Engineering & Design

Firm Overview

Colliers Engineering & Design is a trusted provider of multi-discipline engineering, architectural, design and consulting services delivering customized solutions to public and private sector clients. We specialize in providing a comprehensive suite of services including transportation, infrastructure, civil / site, geospatial / survey, governmental, geotechnical / environmental, telecommunications and utilities / energy. Learn more at colliersengineering.com.

Driven by our values of quality, accountability, and safety in the work environment, our dedicated professionals take pride in their commitment to providing clients with 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.

North Central Region Offices

Lansing – Grand Rapids – Southfield – Toledo

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

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

Primary Contact: Nate VanDrunen
Project Manager
616.262.8791

Email: nate.vandrunen@collierseng.com

Organization: Corporation
State of Inc.: Connecticut
Year Founded: 1984
Tax ID: 47-1527546
Licensed: Michigan

Statement of Understanding

Project Overview

The City of Wyoming is improving the Byron Center Avenue and Gezon Parkway / 56th Street intersection through the FY 2026 Federal Congestion Mitigation Program (CM) and is administered through MDOT's Local Agency Program. The project was let in December 2025, and the low bid was Brenner Excavating with construction planned during the 2026 season. The project (JN 214527) has an estimated construction cost of $650,000.

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 and widening of approximately 800' of 56th Street west of the Byron Center Avenue intersection. The improvements also include modifications to the existing traffic signal (NE Quad), sidewalk replacement, and utility relocations to accommodate the roadway widening.

Colliers Engineering and Design (CED) is pleased to submit this proposal for construction engineering, inspection, materials testing, and office technician services to the City. The following sections highlight specific areas of our understanding of the project and our approach to providing high quality construction engineering services to the City.

Services Provided:

- Project Engineering
- Field Inspection and on-site materials testing
- Office Technician

Services by Others:

- Laboratory materials testing services – coordinate with MTC
- Fabrication inspection on the mast arm - coordinate with MTC
- No HMA sampling at the plant (VI due to low quantity, MTC if needed)
- Contractor staking, survey control set-up / QA by the City

Anticipated Project Schedule

The progress clause requires a start date of May 26, 2026, and a final completion date of September 2, 2026 (construction between Memorial Day and Labor Day). For our cost estimate, we anticipated the construction duration to be approximately 10 weeks long.

- Contractor Bid Letting – December 5, 2025
- Preconstruction Meeting – February 1, 2026
- Shop Drawings for the mast arm, review and approval – March 1, 2026
- Fabrication / delivery of the pole and mast arm – August 1, 2026
- Anticipated notice of award to consultant – February 1, 2026.

Construction Engineering

A successful project begins with clear communication between the City of Wyoming, contractor, designer, construction engineering and inspection staff, fabrication inspection staff, and office technician. Proactive communication between all parties will ensure timely reviews, efficient decision making, and minimize impacts to the traveling public. The CED Team will maintain open lines of communication between the entire team.

Below are several key items and/or contract requirements that will lead to a successful project:

- Access to all properties shall be maintained throughout the project duration.
- Ensure appropriate soil erosion and sedimentation controls are placed prior to any earth disturbance and any restoration necessary is completed as soon as possible.
- Respond to the public and stakeholder on-site questions.
- Perform a thorough final inspection with City of Wyoming staff and develop a punch list.

Office Technician

This project will use AASHTOWare Project. As soon as subcontracts & Materials Source Lists (MSLs) are uploaded to ProjectWise, our office technician will review them to verify that all of the information included is complete and correct so that the information can then be entered into AASHTOWare. If incorrect information is found on the MSL, we will work with the contractor to get it resolved in a timely manner to avoid potential issues once work begins. Material certifications, testing reports, & other documentation required to approve the materials will be reviewed and placed into the appropriate location within ProjectWise and also approved in AASHTOWare so that payment can then be made.

Our office technician will work together with City of Wyoming staff, engineering and inspection/testing staff to ensure the appropriate documentation for each pay item is being followed and all materials incorporated into the work are visually inspected and accepted on each pay item posting. Inspectors will utilize Daily Work Report (DWR) templates to efficiently document the activities of each contractor working on the project, and also any other important information that may be of interest to the Project Engineer. All DWRs, measurements/pay item calculations, and testing reports will be reviewed for completeness and accuracy prior to processing pay estimates. Our team will also review Wage Rate Interviews and 4109 CUF forms completed by the inspection staff for each contractor. These forms will then be compared to the Certified Payrolls submitted by the contractor in LCP Tracker so that compliance with prevailing wage requirements can be verified.

Construction Inspection and On-Site Materials Testing

Our inspector will inspect the roadway rehabilitation, including curb and gutter replacement, drainage modifications, utility relocations, the new traffic signal pole and mast arm, sidewalk replacement, driveway replacements, full depth pavement removal, cold milling HMA pavement, HMA paving, concrete pavement, restoration, permanent pavement markings, and associated items of work. In addition, our inspector will perform daily reviews on the traffic control required for each stage of construction and the devices required to maintain pedestrian access/detours according to the plans.

Density and concrete testing will be performed by MDOT certified staff and will follow MDOT guidelines.

Laboratory Testing and Fabrication Inspection

Our project team will coordinate with Materials Testing Consultants (MTC) for the required laboratory testing of concrete cylinders and aggregate sampling, along with fabrication inspection of the mast arm. MTC will perform these services under a separate contract.

Proposed Staff

Reid Grunewald, PE will serve as the Construction Engineer and has over 5 years of road and bridge construction, as well as municipal utility experience to the team. He will provide advance notice of traffic impacts, updates to local stakeholders, coordination of meetings, and day-to-day engineering on the project, working with City of Wyoming staff, the contractor, and the inspection team to resolve design and construction challenges.

Rhiannon Finkler will serve as the Certified Office Technician for this project and brings over 11 years of office technician experience to the team. She has been the lead office technician on several AASHTOWare projects and has previously served on the MDOT AASHTOWare Business Team. Rhiannon will be responsible for reviewing/signing DWRs, generating pay estimates, and reviewing material submittals, certified payroll, subcontracts, wage rates, & other project requirements to ensure proper documentation in AASHTOWare & ProjectWise.

Kyle Pinkelman will serve as the Inspector for this project and has over 3.5 years of experience in construction inspection and bridge scoping. He recently performed as the lead inspector on the I-196 over Rogers Creek 3-sided box culvert during the 2024 and 2025 construction seasons. Kyle is well versed in HMA paving, concrete pavement, curb and gutter, utility relocations, and earthwork. Kyle is certified to perform density testing.

Jim Kinney will serve as an alternate Inspector and brings 16 years of road and bridge construction experience on MDOT and local agency projects to the team. Jim is well versed in all aspects of road reconstruction, traffic signals, HMA paving, and utility relocations. He will support the team with inspection of removals, earthwork, aggregate base, and traffic signal modernizations. In 2025, Jim performed lead inspection on an ITS queue warning system on US-131. Jim is certified to perform concrete and density testing.

COLLIERS ENGINEERING & DESIGN
City of Wyoming, Michigan
Construction Services - 2026 Byron Center Avenue & 56th Street Intersection Improvements
January 9, 2026

Construction Phase	Hourly Rate	Project Hours	Unit Price	Total Cost
Project Manager				
Project Management	$ 185.00	*6*		*$ 1,110*
QAQC on project submittal / File Review Assistance		*10*		*$ 1,850*
Preconstruction / Progress Meetings (estimate 6)		*6*		*$ 1,110*
Construction Engineer				
Preconstruction Meeting		4		$ 500
Progress Meetings (Est. 6)		18		$ 2,250
Pre-Pour & Pre-Production Meetings	$ 125.00	2		$ 250
Construction Engineering / Coordination (10 wks; assume 8 hours)		80		$ 10,000
Final Record Drawing Review		2		$ 250
Project Closeout		4		$ 500
Administrative				
Assist w/ Prep of Notes & Project Summary	$ 100.00	*14*		*$ 1,400*
Senior Office Technician				
Project Set-up		40		*$ 6,200*
Payroll Review (estimate 10 week duration)	$ 155.00	*20*		*$ 3,100*
All Office Tech Tasks - AASHTOWare (estimate 10 week duration)		*80*		*$ 12,400*
Final Project Documentation & File Review		*40*		*$ 6,200*
Construction Technician				
Preconstruction Video of Project		4		$ 380
Full Time Construction Inspection for 10 weeks at 40 hours/week		400		$ 38,000
Construction Inspection fo r set-up/closeout - 40 h*ours*		40		$ 3,800
Daily Inspection Reports (included)	$ 95.00			
Daily project updates to the City's Project Manager (included)				
On Site Concrete Testing (included)				
On Site Density Testing (included)				
Create Punchlist & Follow Up		4		$ 380
Record drawing measurements		8		$ 760
Laboratory Material Testing (MTC)				
Aggregate LBW / Sieve Analysis, Conc Breaks	separate contract			$ -
Fabrication Inspection of the Mast Arm	spearate contract			$ -
Cost Estimate *		782		$ 90,440

* The cost estimate is based on an 10 week construction duration. The cost estimate is not a "not to exceed" price and hours will be billed as-needed to complete the required tasks.

Staff Education and Experience



Employee Name & Title	Role on this Project	Years Experience	
Nathan VanDrunen, PE - Discipline Leader, Constr.	Project Manager	TOTAL 27	WITH CURRENT FIRM 6

Firm Name and Location (City and State)

Colliers Engineering & Design, Grand Rapids, MI

Education (DEGREE AND SPECIALIZATION)	Licenses and Registrations (STATE AND DISCIPLINE)
BSE, 1998, Calvin University, Grand Rapids, MI	MI PE #6201049258 (2002)

Certifications

MDOT Concrete Paving & Bridge Rehabilitation Inspection Training; EGLE Construction Site Stormwater Operator; EGLE Soil Erosion & Sedimentation Control; MDOT Certified Office Technician (expired); Prevailing Wage Training; NBIS Qualified Team Leader; FHWA-NHI-130055 Safety Inspection of In-Service Bridges; FHWA-NHI-130053 Bridge Inspection Refresher; FHWA-NHI-130078 Fracture Critical Inspection Techniques; FHWA-NHI-135047 Stream Stability and Scour at Highway Bridges for Bridge Inspectors; FHWA-NHI-130095 LRFD & Analysis of Curved Steel Highway Bridges; FHWA-NHI-130099 Bridge Inspection Non-Destructive Evaluation Showcase

Specific Experience Applicable to this Project

Role of Firm	Project Title and Location	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	M-63 and I-94 BL Mill and Resurfacing in the City of St. Joseph, Village of Shoreham, JN 210874, CS 11012 and 11052	9/2023 – 12/2023	$250,000	$3.5M

Client:	Brief Description and Specific Role
MDOT Client Contact: Maria Mumm (269) 487-8526	Project Manager. Project consisted of full construction engineering and inspection services for 6.5 miles of hot mix asphalt cold milling and resurfacing, including concrete pavement repairs, concrete curb and gutter replacement, sidewalk ramps, guardrail, and pavement markings. M-63 paving was 2.23 miles long, and the I-94 BL paving was 4.29 miles long. In addition, the project included cold milling and resurfacing two City of St. Joseph parking lots overlooking Lake Michigan, catch basin repairs, drainage improvements, and maintaining traffic on two very high-traffic volume corridors. This project required extensive on-site coordination and planning alongside residents, business owners, high school events, and City of St. Joseph staff.

Role of Firm	Project Title and Location	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	I-196 EB and WB over the CSX Railroad, Bridge Rehabilitation in Allegan County	4/2025 – 11/2025	$250,000	$2.9M

Client:	Brief Description and Specific Role
MDOT Client Contact: Gregg Zack (231) 777-3451	Construction Engineer & Project Manager. Project consisted of full construction engineering, inspection, and materials testing services for bridge rehabilitation of R03 and R04 of 03035. The rehabilitation includes PCI beam repairs with FRP wrap, substructure patching, cleaning and coating bearing plates, temporary supports, deck patching, barrier patching, expansion joint replacements, pressure relief joints, and epoxy overlays. The project requires part-width construction with temporary concrete barrier on EB and WB I-196, an M-40 on-ramp closure, and a temporary signal modification on M-40.

Role of Firm	Project Title and Location	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	US-31 Reconstruction from I-196 to Central Avenue, City of Holland, JN 113122 and 212753, CS 03032	3/2022 – 10/2024	$2,300,000	$25M

Client:	Brief Description and Specific Role
MDOT Client Contact: Gregg Zack (231) 777-3451	Project Manager. Project consisted of full construction engineering and inspection services for 2.8 miles of hot mix asphalt reconstruction with drainage improvements, concrete pavement removal, subgrade undercutting, signing upgrades, traffic signal modernization at US-31 and Central Avenue, ITS relocation, replacement of a pavement sensor and temperature probe, sidewalk ramps, bridge rehabilitation of Washington Avenue over NB US-31, three precast concrete box culverts, and hot mix asphalt reconstruction of Washington Avenue and interchange ramps. This was an alternative pavement bid project with a calendar day open to traffic provision & a 5-year materials/workmanship warranty.

Role of Firm	Project Title and Location	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	I-196/US-31 Culvert Removal & Replacement with 3-Sided Precast Box at Rogers Creek in VanBuren County, JN 208348, CS 80012	9/2023 – Present	$860,000	$8.4M

Client:	Brief Description and Specific Role
MDOT Client Contact: Maria Mumm (269) 487-8526	Project Manager. Project consists of full construction engineering and inspection services for a unique 32-foot span, 3-sided precast culvert with a prestressed top slab. The project is being completed by part-width construction and includes construction of median crossovers for maintaining traffic, cofferdams, 16-inch diameter CIP concrete pipe piles, tremie pours, scour countermeasures, hot mix asphalt paving, guardrail, and pavement markings. In addition, the CIP concrete pipe piles have flush welded end plates and are designed for bearing above an aquifer with artesian conditions at this location.

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Previous Employer (MDOT)	I-96 / I-196 / East Beltline Avenue "The Flip" Interchange Reconfiguration and Reconstruction, City of Grand Rapids	3/2018 – 9/2019	Service Fee	Construction
			N / A	$41M
Client:	Brief Description and Specific Role			
N / A Client Contact: Art Green (616) 464-1800	Project Manager. This high impact project consisted of two separate contracts due to project completion goals and funding constraints. The 2018 contract included removal of the existing bridge, construction of two new bridges (curved steel with complex erection requirements), MSE retaining wall, wick drain installation and embankment preloading, stream relocation, 40,000 yds of peat excavation and muck backfill, construction of a new lane on WB I-96, temporary crossovers, and temporary pavement to maintain traffic. This project included the installation of a temporary traffic signal at Leonard and the on/off ramps to I-96 WB. The 2019 contract included earth excavation, embankment, MSE retaining wall, full HMA pavement construction and new truss signs. The reconfigured interchange includes a new ramp from EB I-96 to East Beltline Avenue, a realigned and raised EB I-96, and a widened and lowered WB I-196.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	US-131 Queue Detection and Warning System, 44th Street to Post Drive, Kent County, JN 201942, CS 41131 and 41132	8/2023 – Present	Service Fee	Construction
			$550,000	$3.6M
Client:	Brief Description and Specific Role			
MDOT Client Contact: Chris VanNorwick (616) 451-3519	Construction Engineer & Project Manager. Project consists of full construction engineering and inspection services for 11.6 miles of dynamic blank-out signs, microwave vehicle detection, and related intelligent transportation system infrastructure for a queue warning system. The project includes directional boring conduit, placement of concrete foundations for wood posts & steel column supports, installation of ITS cabinets, handholes, light standards, guardrail, and SESC, and traffic control. The project requires coordination with the ITS system manager, project designer, and consumers energy for power services.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Previous Employer (MDOT)	M-50 over I-96 Full Bridge Replacement utilizing a Bridge Slide, CMGC	3/2014 – 11/2014	Service Fee	Construction
			N/A	$8.0M
Client:	Brief Description and Specific Role			
N/A Client Contact: Tom Tellier (616 451-3091	Region Bridge Engineer. Project included construction of a two span bridge built on a temporary sliding system and temporary substructure. A temporary runaround was also built to maintain M-50 traffic on the new superstructure in the temporary location adjacent to the existing bridge, while the existing bridge was removed and the new substructure was constructed. M-50 was closed for one weekend while the bridge was slid into place and the concrete approaches were poured. Responsibilities on the project included project scope development, a member of the CMGC selection team, design and construction assistance, schedule development, and review of independent cost estimates (ICE).			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Previous Employer (MDOT)	NB & SB US-131 over 3 Mile Road Superstructure Replacements utilizing Bridge Slides, CMGC	3/2014 – 11/2014	Service Fee	Construction
			N/A	$4.0M
Client:	Brief Description and Specific Role			
N/A Client Contact: Tom Tellier (616 451-3091	Region Bridge Engineer. This first of a kind project in Michigan included construction of two superstructure replacements built on temporary sliding systems and substructures. The existing substructures were lengthened and strengthened while maintaining traffic on US-131. Each bound was closed for five days while the existing superstructures were demolished and the new superstructures were slid into place. Responsibilities on the project included project scope development, a member of the CMGC selection team, design and construction assistance, schedule development, and review of independent cost estimates (ICE).			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	US-31 2-Course Mill and Resurface from Central Avenue to 32nd Street, City of Holland, JN 200683, CS 03032	9/2022 – 10/2023	Service Fee	Construction
			$290,000	$3.9M
Client:	Brief Description and Specific Role			
MDOT Client Contact: Gregg Zack (231) 777-3451	Project Manager. Project consisted of full construction engineering and inspection services for 1.3 miles of hot mix asphalt cold milling and resurfacing, including concrete pavement repairs, concrete curb and gutter replacement, sidewalk, guardrail, and pavement markings. In addition, the project included catch basin repairs, drainage improvements, signing upgrades and traffic signal modernization. This project required extensive on-site coordination with the US-31 reconstruction project due to overlapping work zones, schedules, and shared detour routes. Coordination with the US-31 ITS project was also necessary, to ensure the contract work for both the traffic signal modernization and ITS installations were compatible.			

Staff Education and Experience



Employee Name & Title	Role on this Project	Years Experience	
		TOTAL	WITH CURRENT FIRM
Reid G. Grunewald, PE – Project Engineer	Construction Engineer / Inspector	5	5

Firm Name and Location (City and State)

Colliers Engineering & Design, Grand Rapids, MI

Education (DEGREE AND SPECIALIZATION)	Licenses and Registrations (STATE AND DISCIPLINE)
Bachelor of Science, Civil Engineering, Michigan Technological University, 2020	MI PE #6201315162 (2025)

Certifications

Bridge Construction/Rehabilitation Inspection & Bridge Paint Class; Hot Mix Asphalt Paving Operations; EGLE Construction Site Stormwater Operator #C-22852; EGLE Soil Erosion & Sedimentation Control #SE/C 03378; OSHA 10-Hour Construction Program; MDOT Aggregate Sampling; FHWA-NHI-130055 Safety Inspection of In-Service Bridges, MDOT Materials Acceptance Process Seminar

Specific Experience Applicable to this Project

Role of Firm	Project Title and Location	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	I-196 EB and WB over the CSX Railroad, Bridge Rehabilitation in Allegan County, JN 214956, CS 03035	4/2025 – 11/2025	$250,000	$2.9M
Client:	**Brief Description and Specific Role**			
MDOT **Client Contact:** Gregg Zack (231) 777-3451	Lead Construction Inspector. Project consisted of full construction engineering, inspection, materials testing, and office technician services for bridge rehabilitation on R03 and R04 of 03035. The rehabilitation includes PCI beam repairs with FRP wrap, substructure patching, cleaning and coating bearing plates, temporary supports, deck patching, barrier patching, expansion joint replacements, pressure relief joints, and epoxy overlays. The project requires part-width construction with temporary concrete barrier on EB and WB I-196, an M-40 on-ramp closure, and a temporary signal modification on M-40.			

Role of Firm	Project Title and Location	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	M-139 over Tributary to the Big Meadow Drain in Berrien County, JN 208843, CS 11052	6/2024 – 6/2025	$310,000	$3.1M
Client:	**Brief Description and Specific Role**			
MDOT **Client Contact:** Maria Mumm (269) 487-8526	Lead Construction Inspector. Project consisted of full construction engineering, inspection, and testing services for the installation of a 12- by 10-foot concrete box culvert to carry a tributary of the Big Meadow Drain under M-139. The project included a full closure and detour of M-139 for maintaining traffic, a full cofferdam, construction of a temporary bypass channel, an aggregate tremie, geotechnical instrumentation and monitoring of the embankment over the box culvert, storm sewer, water main, sanitary force main, permanent SESC measures, HMA paving, guardrail, and pavement markings.			

Role of Firm	Project Title and Location	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	US-31 Reconstruction from I-196 to Central Avenue, City of Holland, JN 113122 and 212753, CS 03032	3/2022 – 11/2022	$2.3M	$25M
Client:	**Brief Description and Specific Role**			
MDOT **Client Contact:** Gregg Zack (231) 777-3451	Construction Inspector. Project consisted of full construction engineering and inspection services for 2.8 miles of HMA reconstruction with drainage improvements, concrete pavement removal, subgrade undercutting, signing upgrades, traffic signal modernization at US-31 and Central Avenue, ITS relocation, replacement of a pavement sensor and temperature probe, sidewalk ramps, bridge rehabilitation of Washington Avenue over NB US-31, three precast box culverts and HMA reconstruction of Washington Avenue and interchange ramps. The bridge rehabilitation included silane treatment and concrete surface coating. This project was an alternative pavement bid project with a calendar day open to traffic provision and a 5-year materials and workmanship pavement warranty. Mr. Grunewald's primary project role was inspection of HMA pavement, traffic control inspections, and NPDES inspections. He also performed grade checks on subbase and aggregate base with GPS and total station survey equipment.			

Role of Firm	Project Title and Location	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	I-196 / US-31 Culvert Removal and Replacement with a 3-Sided Box at Rogers Creek in VanBuren County, JN 208348, CS 80012	9/2023 – 12/2023	$860,000	$8.4M
Client:	**Brief Description and Specific Role**			
MDOT **Client Contact:** Maria Mumm (269) 487-8526	Construction Inspector. Project consists of full construction engineering and inspection services for a unique 32-foot span, 3-sided precast culvert with a prestressed top slab. The project is being completed by part-width construction and includes construction of median crossovers for maintaining traffic, cofferdams, 16-inch diameter CIP concrete pipe piles, tremie pours, scour countermeasures, hot mix asphalt paving, guardrail, and pavement markings. In addition, the CIP concrete pipe piles have flush welded end plates and are designed for bearing above an aquifer with artesian conditions at this location.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	US-31 2-Course Mill and Resurface from Central Avenue to 32nd Street, City of Holland, JN 200683, CS 03032	9/2022 – 7/2023	Service Fee	Construction
			$290,000	$3.9M
Client:	Brief Description and Specific Role			
MDOT Client Contact: Gregg Zack (231) 777-3451	Construction Inspector. Project consisted of full construction engineering and inspection services for 1.3 miles of HMA cold milling and resurfacing, including concrete pavement repairs, concrete curb and gutter replacement, sidewalk, guardrail, and pavement markings. The project also included catch basin repairs, drainage improvements, signing upgrades, and traffic signal modernization. Extensive onsite coordination with the US-31 reconstruction project was required due to overlapping work zones, schedules, and shared detour routes. Coordination with the US-31 ITS project was also necessary, to ensure the contract work for the traffic signal modernization & ITS installations were compatible.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	US-131 Queue Detection and Warning System, 44th Street to Post Drive, Kent County, JN 201942, CS 41131 and 41132	8/2023 - Present	Service Fee	Construction
			$550,000	$3.6M
Client:	Brief Description and Specific Role			
MDOT Client Contact: Chris VanNorwick (616) 451-3519	Construction Inspector. Project consists of full construction engineering and inspection services for 11.6 miles of dynamic blank-out signs, microwave vehicle detection, and related ITS infrastructure for a queue warning system. The project includes directional boring conduit, placement of concrete foundations for wood posts and steel column supports, installation of ITS cabinets, handholes, light standards, guardrail, and associated SESC and traffic control. The project required extensive coordination with the ITS system manager, project designer, and consumers energy for power service.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	M-6 Concrete Pavement Repairs from Kalamazoo Avenue to East Paris Avenue, Kent County, JN 204663	6/2021 – 10/2021	Service Fee	Construction
			$230,000	$1,750,000
Client:	Brief Description and Specific Role			
MDOT Client Contact: Tanya Pawlukiewicz (616) 464-1800	Construction Inspector. This project consisted of 3.5 miles of full-depth transverse and longitudinal concrete joint repairs, HMA cold milling and resurfacing of the shoulders, concrete pavement joint resealing, spray applied silane penetrating treatment, asphalt mastic repairs, underdrain cleanouts, shoulder gravel, pavement markings, and other miscellaneous work on M-6. This was an expedited project, and due to heavy traffic volumes on EB and WB M-6, lane closures were restricted to nights and weekends.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	2022 Southwest Region Road and Bridge Scoping	2022	Service Fee	Construction
			$420,000	N/A
Client:	Brief Description and Specific Role			
MDOT Client Contact: Jonathon Smith (269) 849-1165	Scoping Engineer. Performed bridge scoping for six structures on the I-94 corridor between Hennessey Road and 70th Avenue near Watervliet, in addition to road scoping and videotaping of all the culverts on the I-94/M-140 corridors. Project tasks included submitting requests for action reports, in addition to providing scoping reports, CAD drawings, cost estimates, and repair recommendations for each bridge. The structure types included variable depth concrete tee beams and concrete box beams. Staff served as mentors to a protégé firm providing an opportunity for new folks to learn the bridge scoping process. The inspections required extensive coordination with the Coloma Business Office to plan the traffic control on I-94 and the M-140 interchange.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	2021 – 2025 Grand Region Bridge Scoping and Work Zone Maintenance of Traffic	2021 – Present	Service Fee	Construction
			$1,950,000	N/A
Client:	Brief Description and Specific Role			
MDOT Client Contact: Chad Roberts (616) 451-4488	Scoping Engineer. These projects involved work zone MOT design, providing traffic control, coordination with local agencies, and lane closure permits for the Grand Region Bridge team to facilitate their internal bridge scoping and bridge maintenance activities. The MOT design for the work zones typically takes place within corridors with high ADT and challenging traffic control setups. In addition, detailed inspections were completed for railroad and highway bridges, including scoping reports, cost estimates, repair recommendations, request for action reports, recommended BSIR, and AASHTO element rating modifications. A primary task is to design traffic control plans and coordinate with the TSCs to secure approved traffic control plans and lane closure permits.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	2021 University Region Bridge Scoping	2021	Service Fee	Construction
			$360,000	N/A
Client:	Brief Description and Specific Role			
MDOT Client Contact: Ken Koepke (517) 204-5918	Scoping Engineer. Performed bridge scoping and routine NBIS inspections for 15 structures on the US-23 corridor between I-94 and M-14 in Ann Arbor. This contract included submitting requests for action reports and AASHTO Element reports, in addition to providing scoping reports, CAD drawings, cost estimates (including estimates to add a future third lane), and repair recommendations for each bridge. The structure types included steel I-beams, PCI-beams, and a concrete box culvert. The inspections required extensive coordination with the Brighton TSC to plan the traffic control on US-23, I-94 and several busy interchanges. Due to mobility restrictions, lane and ramp closures were required on weekends and nights to limit impacts to the traveling public.			

Staff Education and Experience



Employee Name & Title	Role on this Project	Years Experience	
		TOTAL	WITH CURRENT FIRM
Rhiannon Finkler – Senior Office Technician	Office Technician	24	1

Firm Name and Location (City and State)

Colliers Engineering & Design, Grand Rapids, MI

Education (DEGREE AND SPECIALIZATION)	Licenses and Registrations (STATE AND DISCIPLINE)
BBA in Marketing and Management, 2001, Grand Valley State University, Allendale, MI	N/A

Certifications

MDOT Computerized Office Technician; MDOT FieldManager Training; MDOT Prevailing Wage Training; Materials Acceptance Process Training; MDOT LAP Federal Aid 101; MDOT LCPtracker Training.

Specific Experience Applicable to this Project

Role of Firm	Project Title and Location	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	I-196/US-31 Culvert Removal & Replacement with 3-Sided Precast Box at Rogers Creek in VanBuren County, JN 208348, CS 80012	9/2023 – Present	$860,000	$8.4M

Client:	Brief Description and Specific Role
MDOT Client Contact: Maria Mumm (269) 487-8526	Office Technician. Project consists of full construction engineering and inspection services for a unique 32-foot span, 3-sided precast culvert with a prestressed top slab. The project is being completed by part-width construction and includes construction of median crossovers for maintaining traffic, cofferdams, 16-inch diameter CIP concrete pipe piles, tremie pours, scour countermeasures, HMA paving, guardrail, and pavement markings. In addition, the CIP concrete pipe piles have flush welded end plates and are designed for bearing above an aquifer with artesian conditions at this location.

Role of Firm	Project Title and Location	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	I-196 EB and WB over the CSX Railroad, Bridge Rehabilitation in Allegan County, JN 214956, CS 03035	4/2025 – Present	$250,000	$2.9M

Client:	Brief Description and Specific Role
MDOT	Senior Office Technician. Project consists of full construction engineering, inspection, materials testing, and office technician services for bridge rehabilitation on R03 and R04 of 03035. The rehabilitation includes PCI beam repairs with FRP wrap, substructure patching, cleaning and coating bearing plates, temporary supports, deck patching, barrier patching, expansion joint replacements, pressure relief joints, and epoxy overlays. The project requires part-width construction with temporary concrete barrier on EB and WB I-196, an M-40 on-ramp closure, and a temporary signal modification on M-40.

Role of Firm	Project Title and Location	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	M-139 over Tributary to the Big Meadow Drain in Berrien County, JN 208843, CS 11052	5/2024 – 6/2025	$310,000	$3.1M

Client:	Brief Description and Specific Role
MDOT Client Contact: Maria Mumm (269) 487-8526	Office Technician. Project consisted of full construction engineering, inspection, testing, and office technician services for the installation of a 12- by 10-foot concrete box culvert to carry a tributary of the Big Meadow Drain under M-139. The project includes a full closure and detour of M-139 for maintaining traffic, a full cofferdam, construction of a temporary bypass channel, an aggregate tremie, geotechnical instrumentation and monitoring of the embankment over the box culvert, storm sewer, water main, sanitary force main, permanent SESC measures, hot mix asphalt paving, guardrail, and pavement markings.

Role of Firm	Project Title and Location	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	I-196 Pavement Repairs from 71st Street to 118th Avenue in Allegan County, JN 210832, CS 03033	10/2024 – 3/2025	$395,000	$3.7M

Client:	Brief Description and Specific Role
MDOT Client Contact: Tanya Pawlukiewicz (616) 464-1800	Office Technician. This AASHTOWare project consists of full construction engineering, inspection, material testing, and office technician services for 6.99 miles of full depth concrete pavement repairs, crack sealing, HMA resurfacing, underdrain outlet cleanouts, guardrail, and pavement markings on NB and SB I-196. This project also included cold milling and resurfacing of the Glenn Rest Area, the I-196 and 109th interchange ramps, and the I-196 and Blue Star Highway ramp shoulders. This section of I-196 has an existing concrete overlay with an HMA separator layer requiring removal of the HMA and placement of a geotextile layer prior to concrete placement. There was an expedited schedule with I-196 lane closures allowed Monday through noon on Friday only. To deliver a successful project, we worked with the Grand Rapids TSC to secure an additional ~$700,000 for additional concrete pavement repairs due to the existing condition of the I-196 pavement.

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	I-96 HMA Cold Mill and Resurfacing and Pavement Repairs from M-37 to Cascade Road, JN 210829, CS 41025	5/2025 – 7/2025	Service Fee	Construction
			$300,000	$3M
Client:	Brief Description and Specific Role			
MDOT	Senior Office Technician. Project consisted of full construction engineering, inspection, materials testing, and office technician services for 2.9 miles of HMA cold milling and resurfacing, including pavement repairs, shoulder corrugations, shoulder gravel, underdrain outlet clean outs, and pavement markings. This project required an expedited schedule along with nightly freeway/lane closures on I-96 and the associated ramps between the hours of 7 pm and 5:30 am due to the high traffic volumes on the corridor. To deliver a successful project, we worked with the Grand Rapids TSC to secure additional funding for the milling and resurfacing of several ramps on the I-96 and M-37 interchange.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Previous Employer	I-196 at Pier Cove in Allegan County, JN 205393, CS 03033	1/2021 – 3/2022	Service Fee	Construction
			$480,000	$5.7M
Client:	Brief Description and Specific Role			
MDOT Client Contact: Tanya Pawlukiewicz (616) 464-1800	Lead Office Technician. This project involved 0.1 miles of culvert replacement, cable barrier, and guardrail work on I-196 over Pier Cove Creek. The existing 72-inch-diameter CMP culvert was removed and replaced with an 18-foot-wide by 15-foot-tall precast concrete box culvert including precast headwalls and wing walls with cast-in-place concrete aprons. Office technician responsibilities included reviewing IDRs, creating and processing contract modifications, generating pay estimates, creating CPEs, reviewing materials documentation and approving in FieldManager, certified payroll oversight in LCPtracker, and processing and tracking RFIs and shop drawings.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Previous Employer	I-94 from Lovers Lane to Sprinkle Road, Kalamazoo County, JN 206566, CS 39022	4/2020 – 5/2021	Service Fee	Construction
			$660,000	$5M
Client:	Brief Description and Specific Role			
MDOT Client Contact: Andy Stamm (269) 330-4920	Office Technician. Provided office technician services on the preliminary work of the reconstruction of I-94 from Sprinkle Road to Lovers Lane. The project included temporary work to install MOT features in advance of the full reconstruction project. Work operations included construction of temporary lanes, bridge rehabilitation, pavement markings, and drainage upgrades to I-94.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	2025-2027 Southwest Region As-Needed Office Technician	4/2025 – Present	Service Fee	Construction
			$245,000	N/A
Client:	Brief Description and Specific Role			
MDOT	Senior Office Technician. Full office technician services are provided on various projects within the Region, all in APCM. Responsibilities include setting up materials in APCM, reviewing DWRs, creating and processing change orders, generating pay estimates, reviewing material documentation and approving, certified payroll oversight in LCPtracker, processing and requesting subcontracts, and completing project closeout. This contract also includes performing final file reviews on completed projects.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Previous Employer	M-21 HMA Cold Milling and Resurfacing, and Construction of Indirect Left Turn Lanes in Kent County, JN 210053, CS 41043	6/2023 – 10/2024	Service Fee	Construction
			$500,000	$5M
Client:	Brief Description and Specific Role			
MDOT Client Contact: Tanya Pawlukiewicz (616) 464-1800	Office Technician. This multi-disciplinary team provided full construction engineering services for 3.70 miles of HMA cold milling and resurfacing, construction of indirect left turn lanes and a right turn lane, sidewalk ramp improvements, guardrail, and pavement markings on M-21 from I-96 to Grand River Road. Responsibilities included reviewing IDRs, creating and processing contract modifications, generating pay estimates, creating CPEs, reviewing materials documentation and approving in FieldManager, certified payroll oversight in LCPtracker, tracking and requesting IATs, processing and requesting subcontracts, and processing project closeout documents.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Previous Employer	MDOT AASHTOWare Business Team	7/2024 – 10/2024	Service Fee	Construction
			N/A	N/A
Client:	Brief Description and Specific Role			
MDOT Client Contact: Dan Burns (517) 290-0000	Office Technician. Participated in the AASHTOWare Business Team group to help develop training materials, gather feedback from a variety of users, identify areas for process and functionality improvements, as well as manning the MDOT AASHTOWare helpdesk part time. This group was comprised of MDOT and consultant staff.			

Staff Education and Experience



Employee Name & Title	Role on this Project	Years Experience	
Kyle Pinkelman – Project Engineer	Construction Inspector	TOTAL 3.5	WITH CURRENT FIRM 2

Firm Name and Location (City and State)

Colliers Engineering & Design, Grand Rapids, MI

Education (DEGREE AND SPECIALIZATION)	Licenses and Registrations (STATE AND DISCIPLINE)
BS, Civil Engineering, Trine University, 2024	N/A

Certifications

MDOT Density Technician; OSHA 10-Hour Construction Program, Nuclear Gauge Safety & Hazmat Certification, MDOT Bridge Construction/Rehabilitation inspection & Paint Class (class in January 2026), EGLE Construction Site Stormwater Operator; EGLE Soil Erosion & Sedimentation Control

Specific Experience Applicable to this Project

Role of Firm	Project Title and Location (City and State)	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	I-196/US-31 Culvert Removal & Replacement with a 3-Sided Precast Box at Rogers Creek in VanBuren County, JN 208348, CS 80012	6/2024 – Ongoing	$860,000	$8.4M

Client:	Brief Description and Specific Role
MDOT Client Contact: Maria Mumm (269) 487-8526	Lead Construction Inspection. Project consists of full construction engineering and inspection services for a unique 32-foot span, 3-sided precast culvert with a prestressed top slab. The project is being completed by part-width construction and includes construction of median crossovers for maintaining traffic, cofferdams, 16-inch diameter CIP concrete pipe piles, tremie pours, scour countermeasures, HMA paving, guardrail, and pavement markings. In addition, the CIP concrete pipe piles have flush welded end plates and are designed for bearing above an aquifer with artesian conditions at this location.

Role of Firm	Project Title and Location (City and State)	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	I-196 Pavement Repairs from 71st Street to 118th Avenue in Allegan County, JN 210832, CS 03033	8/2028 – 10/2024	$395,000	$3.7M

Client:	Brief Description and Specific Role
MDOT Client Contact: Tanya Pawlukiewicz (616) 464-1800	Construction Inspection. This AASHTOWare project consisted of full construction engineering, inspection and material testing services for 6.99 miles of full depth concrete pavement repairs, crack sealing, hot mix asphalt resurfacing, underdrain outlet cleanouts, guardrail, and pavement markings on NB and SB I-196. This project also included cold milling and resurfacing of the Glenn Rest Area, the I-196 and 109th interchange ramps, and the I-196 and Blue Star Highway ramp shoulders. This section of I-196 had an existing concrete overlay with an HMA separator layer requiring removal of the HMA and placement of a geotextile layer prior to concrete placement. This project had an expedited schedule with I-196 lane closures allowed Monday through noon on Friday only. To deliver a successful project, we worked with the Grand Rapids TSC to secure an additional ~$700,000 for additional concrete pavement repairs due to the existing condition of the I-196 pavement.

Role of Firm	Project Title and Location (City and State)	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	US-31 Reconstruction from I-196 to Central Avenue, City of Holland, JN 113122 and 212753, CS 03032	5/2022 – 8/2022	$2.3M	$25M

Client:	Brief Description and Specific Role
MDOT Client Contact: Gregg Zack (231) 777-3451	Construction Inspection. Project consisted of full construction engineering and inspection services for 2.8 miles of HMA reconstruction with drainage improvements, concrete pavement removal, subgrade undercutting, signing upgrades, traffic signal modernization at US-31 and Central Avenue, ITS relocation, replacement of a pavement sensor and temperature probe, sidewalk ramps, bridge rehabilitation of Washington Avenue over NB US-31, three precast box culverts and HMA reconstruction of Washington Avenue and interchange ramps. The bridge rehabilitation included silane treatment and concrete surface coating. This project was an alternative pavement bid project with a calendar day open to traffic provision and a 5-year materials and workmanship pavement warranty. Mr. Pinkelman was responsible for inspection of the three box culverts, roadway excavation, subbase and aggregate placement, GPS/total station grade checking and HMA paving.

Role of Firm	Project Title and Location (City and State)	Start/End Dates	Cost: Service Fee	Cost: Construction
Prime	US-31 2-Course Mill and Resurface from Central Avenue to 32nd Street, City of Holland, JN 200683, CS 03032	5/2023 – 8/2023	$290,000	$3.9M

Client:	Brief Description and Specific Role
MDOT Client Contact: Gregg Zack (231) 777-3451	Construction Inspection. Project consisted of full construction engineering and inspection services for 1.3 miles of HMA cold milling and resurfacing, including concrete pavement repairs, concrete curb and gutter replacement, sidewalk, guardrail, and pavement markings. In addition, the project included catch basin repairs, drainage improvements, signing upgrades and traffic signal modernization. This project required extensive on-site coordination with the US-31 reconstruction project due to overlapping work zones, schedules, and shared detour routes. Coordination with the US-31 ITS project was also necessary to ensure the contract work for both the traffic signal modernization and ITS installations were compatible.

Role of Firm	Project Title and Location (City and State)	Start/End Dates	Cost:	
Prime	M-6 Concrete Pavement Repairs from Kalamazoo Avenue to East Paris Avenue, Kent County	5/2021 – 8/2021	Service Fee	Construction
			$200,000	$1,750,000
Client:	Brief Description and Specific Role			
MDOT Client Contact: Tanya Pawlukiewicz (616) 464-1800	Construction Inspection. This project consisted of 3.5 miles of full depth transverse and longitudinal concrete joint repairs, HMA cold milling and resurfacing of the shoulders, concrete pavement joint resealing, spray applied silane penetrating treatment, asphalt repair mastic repair, underdrain cleanouts, shoulder gravel, pavement markings and other miscellaneous work on M-6. This was an expedited project and due to the heavy traffic volumes on EB and WB M-6, lane closures were restricted to nights and weekends.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	2021 University Region Bridge Scoping	5/2021 – 8/2021	Service Fee	Construction
			$360,000	N/A
Client:	Brief Description and Specific Role			
MDOT Client Contact: Ken Koepke (517) 204-5918	Bridge Inspection. Performed bridge scoping and routine NBIS inspections for 15 structures on the US-23 corridor between I-94 and M-14 in Ann Arbor. This contract included submitting requests for action reports and AASHTO Element reports, in addition to providing scoping reports, CAD drawings, cost estimates (including estimates to add a future third lane), and repair recommendations for each bridge. The structure types included steel I-beams, PCI-beams, and a concrete box culvert. The inspections required extensive coordination with the Brighton TSC to plan the traffic control on US-23, I-94 and several busy interchanges. Due to mobility restrictions, lane and ramp closures were required on weekends and nights to limit impacts to the traveling public.			

Role of Firm	Project Title and Location (City and State)	Start/End Dates	Cost:	
Prime	2021 North Region Bridge Scoping	5/2021 – 8/2021	Service Fee	Construction
			$250,000	N/A
Client:	Brief Description and Specific Role			
MDOT Client Contact: Chad Skrocki (989) 220-9633	Bridge Inspection. Performed bridge scoping and routine NBIS inspections for 16 structures throughout the North Region, along the I-75, US-131 & M-65 corridors. This contract included submitting Request for Action reports and AASHTO Element reports in addition to providing scoping reports, cad drawings, cost estimates and repair recommendations for each bridge. The structure types include steel I-beams, PCI-beams, and concrete tee-beams. The inspections required extensive coordination with the Alpena, Gaylord & Traverse City TSC's to plan the traffic control and coordinate with adjacent construction projects to limit impacts to the traveling public.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	2020 – 2025 Grand Region Bridge Scoping and Work Zone Maintenance of Traffic (4 Separate Contracts)	2023 – Ongoing	Service Fee	Construction
			$1,950,000	N/A
Client:	Brief Description and Specific Role			
MDOT Client Contact: Chad Roberts (616) 451-4488	Bridge Inspection & MOT Design. These projects involve work zone MOT design, providing traffic control, coordination with local agencies, and lane closure permits for the Grand Region Bridge team in order to facilitate their internal bridge scoping and bridge maintenance activities. The MOT design for the work zones typically takes place on corridors with high ADT and challenging traffic control setups. In addition, detailed inspections were completed for railroad and highway bridges, including scoping reports, cost estimates, repair recommendations, request for action reports, recommended BSIR, and AASHTO element rating modifications. A primary task is to design traffic control plans and coordinate with the TSCs to secure approved traffic control plans and lane closure permits.			

Staff Education and Experience



Employee Name & Title	Role on this Project	Years Experience	
		TOTAL	WITH CURRENT FIRM
Jim R. Kinney – Senior Construction Inspector	Construction Inspector	16	6

Firm Name and Location *(City and State)*

Colliers Engineering & Design, Grand Rapids, MI

Education *(DEGREE AND SPECIALIZATION)*	Licenses and Registrations *(STATE AND DISCIPLINE)*
Associate Degree, Civil Technology, Lansing Community College, 2014	N/A

Certifications

MDOT HMA Paving Operations; MDOT Aggregate Technician Level 1; Michigan Concrete Technician Level 1 (MCA); MDOT Density Technology; MCA/ACI Concrete Field-Testing Level 1; MDOT Bridge Rehab/Paint Inspection Class; EGLE Soil Erosion and Sedimentation Control; EGLE Storm Water Operator; Surveying and Materials Technology; Troxler Radiation Safety Training; OSHA 10-Hour Construction, Fiber Optic Splice Training

Specific Experience Applicable to this Project

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
			Service Fee	Construction
Subconsultant	**I-94 HMA Reconstruction & Bridges - Puetz Road to Britian Ave. in Berrien County, JN 131843 & 132824, CS 11012, 11015 & 11016**	3/2024 – 11/2024	$280,700	$240M

Client:	Brief Description and Specific Role
MDOT **Client Contact:** Kenton McAndrew (289) 241-4010	**Construction Inspector.** Project consisted of as-needed construction inspection for 8.5 miles of HMA roadway reconstruction, cold milling, and resurfacing of EB and WB I-94 mainline and interchange ramps, reconstruction of four bridges, rehabilitation of nine bridges, and pavement markings. During the 2024 season, stages 3 and 4 were completed, consisting of staged construction from Puetz Road (POB) to Washington Avenue while maintaining two lanes of I-94 in each direction. This project required on-site coordination with MDOT's lead inspector and other MDOT and consultant staff. Mr. Kinney was responsible for the inspection of a variety of contractor operations, including subbase, aggregate base, storm sewer, drainage structures, underdrain, HMA paving, ditching and slope restoration, concrete curb and gutter, concrete barrier wall, cantilever sign foundations, and sound wall installation.

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
			Service Fee	Construction
Prime	**US-131 Queue Detection and Warning System, 44th Street to Post Drive, Kent County, JN 201942, CS 41131 and 41132**	3/2025 – Ongoing	$550,000	$3.4M

Client:	Brief Description and Specific Role
MDOT **Client Contact:** Chris VanNorwick (616) 451-3519	**Construction Inspector.** Project consists of full construction engineering and inspection services for 11.6 miles (34 sites) of dynamic blank-out signs, microwave vehicle detection, and related intelligent transportation system infrastructure for a queue warning system. The project includes directional boring and direct burial conduit, placement of concrete foundations for wood posts & steel column supports, installation of ITS cabinets, handholes, light standards, fiber optic splicing, guardrail, SESC, and traffic control. The project requires coordination with the ITS system manager, project designer, and consumers energy for power service.

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
			Service Fee	Construction
Subconsultant	**US-31 over Smith Bayou, 15-foot by 12-foot Precast Box Culvert, Ottawa County, JN 212951**	8/2023 – 10/2023	$90,000	$3M

Client:	Brief Description and Specific Role
Fleis & VandenBrink **Client Contact:** Todd Richter (616) 893-6117	**Construction Inspector.** Project consisted of as-needed inspection services for a culvert removal, and replacement with a 15-foot by 12-foot precast concrete box. Project activities also included road reconstruction, partial cofferdams, a well point dewatering system, drainage improvements, median barrier replacement, guardrail, and pavement markings on US-31 over the tributary to Smith Bayou in the Village of Spring Lake. This project had an expedited schedule and required extensive on-site coordination between several MDOT and CED staff members due to the 24 hours a day, 7 days a week schedule for the two-week project duration.

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
			Service Fee	Construction
Subconsultant	**M-21 HMA Cold Milling and Resurfacing, and Construction of Indirect Left Turn Lanes in Kent County, JN 210053, CS 41043**	8/2023 – 10/2023	$60,000	$5M

Client:	Brief Description and Specific Role
Fishbeck / MDOT **Client Contact:** Tanya Pawlukiewicz (616) 464-1800	**Paving Inspector.** Project consisted of 3.70 miles of HMA cold milling and resurfacing, construction of indirect left turn lanes and a right turn lane, sidewalk ramp improvements, guardrail, and pavement markings on M-21 from I-96 to Grand River Road. Mr. Kinney's main responsibilities included inspection of cold milling, HMA paving and assistance with traffic control inspections. All of the cold milling and paving for this project was completed at night.

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	**US-31 2-Course Mill and Resurface from Central Avenue to 32nd Street, City of Holland, JN 200683, CS 03032**	3/2023 – 09/2023	Service Fee	Construction
			$290,000	$3.9M
Client:	**Brief Description and Specific Role**			
MDOT **Client Contact:** Gregg Zack (231) 777-3451	**Construction Inspector.** Project consisted of full construction engineering and inspection services for 1.3 miles of HMA cold milling and resurfacing, including concrete pavement repairs, concrete curb and gutter replacement, sidewalk, guardrail, and pavement markings. The project also included catch basin repairs, drainage improvements, signing upgrades, and traffic signal modernization. Extensive onsite coordination with the US-31 reconstruction project was required due to overlapping work zones, schedules, and shared detour routes. Coordination with the US-31 ITS project was also necessary, to ensure the contract work for both the traffic signal modernization and ITS installations were compatible. Mr. Kinney was responsible for inspection of concrete patches, HMA cold milling, HMA paving, traffic control, attenuator installations, permanent signing, and replacement of the traffic signal at US-31 and M-40.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Subconsultant	**M-40 over I-196 Bridge Rehabilitation in the City of Holland, JN 204359A, CS 03035**	5/2022 – 10/2022	Service Fee	Construction
			As Needed	$1.4M
Client:	**Brief Description and Specific Role**			
Fleis & VandenBrink **Client Contact:** Todd Richter (616) 893-6117	**Lead Inspector.** This project involved part-width bridge rehabilitation, including installation of temporary signals, deep concrete overlay, full-depth deck patching, expansion joint replacement, barrier patching, pin and hanger replacement, rocker realignment, temporary supports, partial painting, substructure patching, slope protection repairs, concrete surface coating, and bridge approach replacement. The project included a 2-year concrete surface coating warranty. Mr. Kinney inspected the temporary signal installation, traffic control, all aspects of the bridge rehabilitation, and material testing coordination.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	**US-31 Reconstruction from I-196 to Central Avenue, City of Holland, JN 113122A and 212753A, CS 03032**	3/2022 – 5/2022	Service Fee	Construction
			$2.3M	$25M
Client:	**Brief Description and Specific Role**			
MDOT **Client Contact:** Gregg Zack (231) 777-3451	**Construction Inspector.** Project consisted of full construction engineering and inspection services for 2.8 miles of HMA reconstruction with drainage improvements, concrete pavement removal, subgrade undercutting, signing upgrades, traffic signal modernization at US-31 and Central Avenue, ITS relocation, replacement of a pavement sensor and temperature probe, sidewalk ramps, bridge rehabilitation of Washington Avenue over NB US-31, three precast box culverts and hot mix asphalt reconstruction of Washington Avenue and interchange ramps. This project was an alternative pavement bid project with a calendar day open to traffic provision. Mr. Kinney was responsible for inspecting the replacement of the traffic signal at US-31 and Central Avenue, the installation and removal of temporary traffic signals, concrete and HMA pavement removal, subbase, and aggregate base. He was also responsible for inspecting traffic control, grading, permanent signing, and utility relocations.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	**US-31 SB over the North Branch of the Pentwater River and Pere Marquette Highway over US-31**	9/2021 –05/2022	Service Fee	Construction
			$105,000	$1M
Client:	**Brief Description and Specific Role**			
MDOT **Client Contact:** Gregg Zack (231) 777-3451	**Lead Inspector.** Rehabilitation of these two bridges included expansion joint replacements, latex deck patching, epoxy overlay, healer sealer, barrier railing replacement and barrier repair, substructure patching and concrete approaches. The Pere Marquette Highway required a full closure and detour for traffic, while US-31 SB rehabilitation was constructed part-width. Lane closures and traffic shifts were implemented along with temporary steel barrier wall to separate the work zone from traffic.			

Role of Firm	Project Title and Location	Start/End Dates	Cost:	
Prime	**M-6 Concrete Pavement Repairs from Kalamazoo Avenue to East Paris Avenue, Kent County, JN 204663A**	6/2021 – 10/2021	Service Fee	Construction
			$230,000	$1,750,000
Client:	**Brief Description and Specific Role**			
MDOT **Client Contact:** Tanya Pawlukiewicz (616) 464-1800	**Construction Inspector.** This project consisted of 3.5 miles of full-depth transverse and longitudinal concrete joint repairs, HMA cold milling and resurfacing of the shoulders, concrete pavement joint resealing, spray applied silane penetrating treatment, asphalt repair mastic repair, underdrain cleanouts, shoulder gravel, pavement markings, and other miscellaneous work on M-6. This was an expedited project, and due to heavy traffic volumes on EB and WB M-6, lane closures were restricted to nights and weekends.			

2/2/2026
Engineering/JJO:ags

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE CITY MANAGER AND CITY CLERK TO SIGN AN AMENDMENT TO THE PROGRESSIVE COMPANIES CONTRACT FOR THE PRAIRIE PARKWAY PROJECT

WHEREAS:

1. On August 18, 2025, Council approved a contract with Progressive Companies to design the Prairie Parkway project in the amount of $188,000.00.
2. Progressive Companies have submitted a contract amendment to perform additional design work, survey services and MDOT Office Technician services.
3. The proposed contract amendment will increase the not-to-exceed contract by $302,473.00 for a total cost of $490,473.00.
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 Progressive Companies for design and construction services for the Prairie Parkway project.
2. The City Council does hereby authorize the City Manager and City Clerk to execute the amended contract in the amount of $302,473.00.

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 February 2, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract Amendment

CITY OF WYOMING | PUBLIC WORKS

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

STAFF REPORT

Date: January 26, 2026

Subject: Prairie Parkway Project from Michael Avenue to Wentworth Avenue – Contract Amendment

From: Jeff Oonk, City Engineer

CC: Aaron Vis, Director of Public Works
Nicole Hofert, Deputy City Manager

Meeting Date: February 2, 2026

RECOMMENDATION:

It is recommended the City Council approve and authorize the City Manager and City Clerk to execute a contract amendment with Progressive Companies for additional design work, survey services and MDOT Office Technician services for the Prairie Parkway project. These additional services will add $302,473.00 to the current design contract for a total of $490,473.00.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Community
  Goal 1 – Complete City Center Public Improvements

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

DISCUSSION:

The City approved a contract with Progressive Companies for the design of the Prairie Parkway project. The design work is nearly complete and the project is moving into the construction phase. The City requested a proposal from Progressive Companies to perform additional design work, traffic counts and analysis, topographical survey, construction staking and MDOT Office Technician services. These services would typically be provided by multiple different consultants through existing contracts or individual project contracts. It is efficient to combine all these services into a single contract with Progressive Companies for this project. Engineering staff will, however, provide construction oversight for this project. This additional work results in additional fees totaling $302,473.00. The total contract amount for Progressive Companies is $490,473.00.

BUDGET IMPACT:

Costs can be financed out of the Major Street Fund Account No. 202-441-46300-972.502 and the City Center Fund Account No. 496-901-90133-973.002.

CITY OF WYOMING

CONTRACT AMENDMENT #1

Progressive Companies

This Contract Amendment is to the 2026 Prairie Parkway Resurfacing, Bike Path and Watermain contract made as of August 19, 2025 (Effective Date) between the City of Wyoming (City) and Progressive Companies (Professional)

RECITALS

A. City wishes to add additional administration services for the 2026 Prairie Parkway Resurfacing, Bike Path and Watermain project. (Added Services).
B. Professional submitted two proposals dated December 12, 2025, and January 9, 2026, for the additional services, copies of which are attached as Exhibit A (Proposals):

TERMS AND CONDITIONS

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

1. Professional will perform the Added Services for the compensation stated in the Proposals.
2. All other terms of the 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: _____, 2026

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Progressive Companies

Digitally signed by Jeffrey M Roman
DN: C=US, E=romanj@progressiveae.com, O=ProgressiveAE, OU=Engineering, CN=Jeffrey M Roman
Date: 2026.01.27 12:06:26-05'00'

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

Jeffrey M. Roman, PE, LEED AP, Director of Engineering
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: January 27, 2026

EXHIBIT A
PROPOSALS

PROGRESSIVE COMPANIES

November 3, 2025
Rev. December 12, 2025

Jeff Oonk, PE
City Engineer
City of Wyoming
2660 Burlingame Avenue SW
Wyoming, MI 49509

Re: Change in Service Request (CSR 01) for:
Professional Engineering Services for
2026 Prairie Parkway Resurfacing, Bike Path and Watermain

Dear Mr. Oonk:

Progressive Companies requests a formal change in service to the original executed Professional Services Contract 2026-00000198, Effective Date August 19,2025. Below is our understanding of the scope of service changes, impact to schedule, and respective compensation costs for your consideration.

ADDITIONAL SERVICES
Additional services resulting in this CSR 01 include:

1. Turning Movements / Synchro Analysis. $2,500 data gathering + 2 intersections @ $1,250 = $5,000. Approved on Monday, August 25th, 2025 by email.
2. Aerial Drone Imagery: $2,000. Initially declined per email on August 25th, 2025. Subsequently approved for $1,000 at 30% meeting with City (9/18/2025). Aerial drone imagery completed on October 2, 2025. Processing of LIDAR held pending receipt of MBN survey.
3. Additional Survey work performed:
    a. Survey ("23036 - Phase 2.dwg") received on October 2 from City / MBN with no existing surface or underground utilities drawn in. Underground utilities were expected to be drawn in by MBN with this survey. Aerial LIDAR existing surface authorized to be created from *.las files for 2 mile roadway from Aerial Flight completed.
    b. Sent email on October 8 stating that we still need full survey from MBN, with:
        i. Completed underground utilities for reference on the 2 mile stretch for relocating catch basins / identifying conflicts etc.
        ii. Completed existing surface for use in design for the remainder of the 1.5 mile section from Byron Center to Michael.
        iii. Measure downs on catch basins and manholes
        iv. Center median islands were drawn with line segments instead of curves which if not corrected will affect the accuracy of the existing surface to use for design.
        v. Some Driveways in Prairie Parkway are missing on the survey in comparison to our aerial flight. We understand that the updated survey would have these located.
    c. Structure Measure downs for .5 mile section from Wentworth to Byron Center (received from City / MBN on October 22, 2025). This data was expected to be drawn in by MBN in CADD. Some of the cardinal directions of piping appear to be incorrect. Measure downs from Byron Center to Michael (1.5 miles) not included in data received.
    d. Progressive sends field crew to get structure measure-downs from Byron Center to Michael. We need these for design, and are not getting them from MBN.
    e. Progressive draws in Sanitary Sewer Laterals, Watermain Laterals, and Miss Dig Design Ticket information that was supposed to be in provided survey by MBN.
    f. Discrepancy found in MBN survey of between 0.25 and 0.50 feet between LIDAR surface and MBN's surface between Wentworth and Byron Center. Field check of points between Phase 1 and Phase 2 control as found in MBN's dwg files was completed and discrepancies found.

g. No benchmarks for elevation control found in Phase 1 or Phase 2 dwg files received from MBN, or provided to date.

As of 11/3/2025, we have the following total survey hours and billing amounts:

~~**TOTALS 142 $16,817**~~

We will have some additional survey work that will need to be completed to rectify the survey received from MBN to match up with the full LIDAR elevations completed and checked with GPS / State Plane coordinates. We estimate our full involvement to complete this work will put us at $20,000 for survey related work on this project that was not anticipated. We will continue to track this and report final hours and billing amounts.

h. As of 12/31/2205: Totals for Additional Surveying work:
TOTALS 256.5 $30,012.50

4. A Design Change was received from the City on October 28th due to coordination meeting with Fire Dept and Police Dept. The cost for changing this and capturing reflective changes is expected to take 20 hours and $2,500.
5. Easement Exhibits, $750 / Ea. 5 exhibits **$3,750**

SCHEDULE ADJUSTMENT
The letting date in April is potentially going to slide to May.

PROFESSIONAL COMPENSATION ADJUSTMENT ($42,263)

Original Approved Compensation	$188,000 (One Hundred Eighty-Eight Thousand Dollars), including $1,000 Estimated Reimbursable Expenses (Lump Sum).
Additional Proposed Compensation for CSR 01.1	$5,000 (Five Thousand Dollars) (Lump Sum)
Additional Proposed Compensation for CSR 01.2	$1,000 (One Thousand Dollars) (Lump Sum)
Additional Proposed Compensation for CSR 01.3	$30,013 (Thirty Thousand Dollars) (Est. Time)
Additional Proposed Compensation for CSR 01.4	$2,500 (Two Thousand Five Hundred Dollars) Lump Sum
Additional Proposed Compensation for CSR 01.5	$3,750 (Three Thousand seven hundred fifty Dollars) Lump Sum
Proposed Revised Agreement Amount	**$230,263 (Two Hundred Thirty Thousand two hundred sixty three Dollars)**

This CSR 01 defining additional services, schedule impact, and professional compensation are incorporated into the original executed agreement dated August 19, 2025.

If this CSR 01 meets with your approval, please sign below and return a copy of the signed CSR 01. Your signature is required and will be our authorization to invoice the work on the above stated additional services.

Proposed By: Daniel W. Westenburg, PE

Signature: _____

Accepted By: _____

Printed Name: _____ Date: _____

1811 4 Mile Road NE | Grand Rapids, MI 49525 | phone 616.361.2664 | fax 616.361.1493 | progressiveae.com

PROGRESSIVE COMPANIES

January 9, 2026

Jeff Oonk, City Engineer
City of Wyoming
Engineering Department
2660 Burlingame Avenue SW
Wyoming, MI 49509

Re: Proposal for Professional Engineering and Surveying Services during Construction for 2026 Prairie Parkway Resurfacing, Bike Path, and Water Main (MDOT JN 215863)

Dear Jeff,

Progressive Companies is pleased to present this proposal for Engineering and Surveying services during construction for the Prairie Parkway project. Following is our understanding of the project, scope of services, clarifications, proposed schedule, and compensation for your consideration.

UNDERSTANDING OF PROJECT
We are currently completing the design of this project, with an intended Michigan Department of Transportation (MDOT) letting date of April 3, 2026.

Progressive Companies has been requested to provide a proposal to assist the City of Wyoming (City) during the Construction Administration phase of this project by performing MDOT Certified Office Technician (COT) and Construction Staking services. We have recently made an investment in getting four (4) of our team members re-certified or trained in Prevailing Wage, COT, and AASHTOWare Project Construction and Materials (APCM) Training by the end of February 2026 to support construction administration of MDOT Local Agency Program (LAP) projects, such as Prairie Parkway.

Civil Engineers / Certified Office Technicians:
- **Dan Westenburg, PE, LEED AP, Senior Civil Engineer IV (Project Manager) (COT)**
- *Piotr Szczepanski, PE, CDT, Civil Engineer II (COT)*
- **Jackson Zuhl, PE, Civil Engineer I (COT)**
- *Darian Seale, PE, Civil Engineer I (COT)*
- *Maxwell Julien, Construction Observer (COT)*

Survey Staff:
- **Christopher Gower, PS, Senior Surveyor IV (Survey Project Manager)**
- **Tory Meyers, GISP, Senior Survey Technician IV**
- *Josh Karnowski, Survey Technician II*
- **Jacob Baier, Survey / Civil Engineering Technician I**

*Those listed in **bold** are planned to work on this project as primary, with those in *italics* as support if necessary.

SCOPE OF BASIC SERVICES
Based upon the above project understanding, we will provide the following scope of services:

Task 1 – Certified Office Technician Services
Provide MDOT COT services in accordance with MDOT LAP requirements, including the following:

1.1 Pre-Construction Services
a. Review contract plans, specifications, and prepare pay items for the project in AASHTOWare.
b. Attend pre-construction meeting (if requested).

1.2 Construction Services
   a. Review and process all subcontracts and Materials Source List (MSL).
   b. Review and process all material certifications, test reports, and other material documentation.
   c. Review and process Daily Work Reports (DWRs) from City Inspector.
   d. Review and process certified payroll and wage rate interviews.
   e. Communicate deficiencies with any documentation directly to the party responsible (Contractor and/or City staff). Follow up to ensure proper documentation is provided in a timely manner.
   f. Prepare bi-weekly pay estimates and contract modifications, as needed.
   g. Prepare other project documentation required by MDOT LAP.
   h. Closeout the project by addressing any deficiencies identified by MDOT file review.
   i. Include services for two (2) extra weeks of construction (above estimated construction length) as a contingency.

Task 2 – Construction Staking and Layout Services
Provide construction staking and layout services in accordance with MDOT Standard Specifications for Construction, MDOT Survey Manual requirements, and LAP project procedures for local agencies. Progressive Companies will provide accurate, timely, and responsive staking support throughout the construction period to ensure proper project layout, conformance with contract documents, and efficient construction progress.

2.1 Pre-Construction Services
   a. Review contract plans, specifications, and alignment data.
   b. Attend pre-construction meeting (if requested).
   c. Establish supplemental horizontal and vertical control, as needed by the Contractor.

2.2 Construction Staking Services
   a. Centerline and baseline staking.
   b. Offset staking for roadway grading and earthwork.
   c. Subgrade, aggregate base, and pavement staking.
   d. Curb and gutter staking.
   e. Sidewalk, driveway, and sidewalk curb ramp staking.
   f. Storm sewer and drainage structure layout.
   g. Water main staking.
   h. Temporary construction layout, as requested by the Contractor.

2.3 Construction Support
   a. As-requested restaking due to construction activity **(Note: It is Progressive Companies' policy to provide Construction Staking once for the Contractor. If the Contractor requires restaking due to Contractor activities disturbing provided stakes, the Contractor will pay for restaking**).
   b. Coordination with the Contractor and Construction Engineer (City staff).
   c. Field adjustments based on approved plan revisions or change orders.
   d. Preparation of staking cut sheets and field notes.

2.4 Project Closeout Support
   a. Final staking checks, as requested.
   b. Support for final inspection and acceptance.

CLARIFICATIONS
Construction Staking – Note that, it has become more of an industry standard to collect proposed underground utilities as-built locations via global positioning system (GPS) for horizontal and vertical locations. This scope of services is typically included in our Construction Observation scope of work and not included in Construction Staking. This can be added to this proposal's scope of work via a change in services request, if desired.

SCHEDULE
Progressive Companies will provide COT and Construction Staking services on an **as-needed basis** throughout the construction period from **April 3, 2026 through November 14, 2026.** This is expected to be a Construction Administration project of 30 weeks, starting two (2) weeks after the April 3, 2026 letting date.

Typical response times for staking requests are as follows:
- Routine Staking Requests **3–5 business days**
- Priority or Critical Path Staking **1–2 business days**, subject to availability

Work will be scheduled to align with Contractor sequencing and MDOT / LAP project requirements.

We anticipate that work will begin two (2) weeks after the April 3, 2026 letting date, after written authorization to proceed, allowing assembly of team and resources.

PROFESSIONAL COMPENSATION
Based upon the above identified scope of services, Progressive Companies proposes the following compensation for professional services:

Task 1 – Certified Office Technician Services
We propose to provide the work as delineated above on an hourly time and materials basis towards an estimated amount of **$116,600 (one hundred sixteen thousand six hundred dollars)**. Reimbursable expenses are in addition to the professional compensation, estimated at $800 (eight hundred dollars), and will be invoiced according to the attached Schedule of Invoice Rates:

- Project Manager
- Certified Office Technician
- Project Coordinator

Accepted By: _____

Printed Name: _____ Date: _____
City of Wyoming

Task 2 – Construction Staking Services
We propose to provide the work as delineated above on an hourly basis towards an estimated amount of **$142,610 (one hundred forty-two thousand six hundred ten dollars)**. Reimbursable expenses are in addition to the professional compensation, estimated at $1,000 (one thousand dollars), and will be invoiced according to the attached Schedule of Invoice Rates:

- Professional Surveyor
- Survey Staff (1–2 Person Crew)
- Office Support / Survey Technician / CAD Support (As Needed)

Accepted By: _____

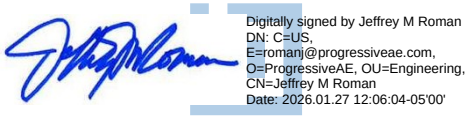
Printed Name: _____ Date: _____
City of Wyoming

Classification/Employee	PM / Senior Civil Engineer	Civil Engineer I / Certified Office Tech	Senior Surveyor IV	Survey Technician IV	Survey Technician I	Project Assistant	Total
	Dan Westenburg	Jackson Zuhl	Christopher Gower	Tory Meyers	Jacob Baier	Emily Yasick	
Bill Rate per hour	$195	$130	$195	$130	$110	$85	
Prairie Parkway Resurfacing, Bike Path, and Watermain Improvements							
Design Engineering Tasks							
Task #1 - Certified Office Technician							
Project Manager for 30 weeks (3 hours per week)	90						90
Project Manager for Additional 2 weeks (3 hours per week)	6						6
Certified Office Technician for 30 weeks (20 hours per week)		600				30	630
Certified Office Technician for Additional 2 weeks (20 hours per week)		40				2	42
Project Closeout / MDOT Audit (1 month)	8	80					88
Subtotal Task #1	104	720	0	0	0	32	856
Labor Subtotal (cost)	$20,280	$93,600	$0	$0	$0	$2,720	$116,600
Task #2 - Construction Staking Services							
Construction Staking Services for 30 weeks			90	600	300	30	1020
Construction Staking Services for additional 2 weeks			8	40	20	30	98
Subtotal Task #2	0	0	98	640	320	60	1118
Labor Subtotal (cost)	$0	$0	$19,110	$83,200	$35,200	$5,100	$142,610
Labor (Hours)	**104**	**720**	**98**	**640**	**320**	**92**	**1118**
Labor Subtotal (Cost)	**$20,280**	**$93,600**	**$19,110**	**$83,200**	**$35,200**	**$7,820**	**$259,210**
Subtotal (Expenses)							**$1,000**
Total							**$260,210**

Progressive Companies has prepared this proposal for the City of Wyoming and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The attached Standard Agreement Provisions are incorporated into and made part of this proposal. If an AIA or other Standard form of Agreement is entered into by the Parties, the AIA or other Standard Form of Agreement will include the terms and conditions of the Standard Agreement Provisions. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive Companies in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.
We look forward to working on this project with you and your team.

Sincerely,



Daniel W. Westenburg, PE, LEED AP
Senior Civil Engineer

Jeffrey M. Roman, PE, LEED AP, Principal
Director of Engineering

Christopher J. Gower, PS
Senior Surveyor

DWW/ecy
\\dms1\projects\71740037\01 ADMIN\A1 CONTRACTS\a Working Proposals\CA and Construction Staking Proposal\2026 01 09 Progressive Letter Proposal Prairie Parkway CA - COT and Construction Staking.docx

PROGRESSIVE COMPANIES

Schedule of Invoice Rates - 2026

Hourly Staff Charges

Class 10 Personnel	Director, Principal	$290/hour
Class 9 Personnel	Director of Strategy and Transformation, Practice Leader, Principal / Team Leader, Project Principal, Senior Healthcare Planner, Senior Project Leader	$230/hour
Class 8 Personnel	Senior Architect, Senior Construction Project Manager, Senior Engineer, Senior Planner, Senior Project Manager, Team Leader, Transportation Engineer	$200/hour
Class 7 Personnel	Architect III, Construction Administrator, Engineer III, Senior Construction Superintendent, Senior Environmental Scientist, Senior Estimator, Senior Landscape Designer, Senior Project Designer, Senior Surveyor	$185/hour
Class 6 Personnel	Architect II, Engineer II, Estimator, Landscape Architect III, Planner III, Project Designer, Project Manager II, Senior Architectural Staff, Senior Engineering Designer, Senior Interior Designer	$160/hour
Class 5 Personnel	Architect, Architectural Staff II, Construction Project Manger, Engineer, Interior Designer III, Lighting Designer, Project Manager, Senior Engineering Technician, Senior Survey Technician	$135/hour
Class 4 Personnel	Architectural Technician, Construction Superintendent, Engineering Designer II, Environmental Scientist III, Interior Designer II, Landscape Architect, Landscape Designer II, Planner II	$120/hour
Class 3 Personnel	Architectural Staff, Construction Observer, Engineering Designer, Environmental Scientist II, Interior Designer, Landscape Designer, Survey Technician	$100/hour
Class 2 Personnel	Engineering Technician, Field Scientist, Interior Design Staff, Planner, Project Coordinator	$90/hour
Class 1 Personnel	Intern	$65/hour

Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel, and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a $25 per month Misc. Office Expense charge. This charge will not be applied to invoices under $1,000.
5. CAD black/white plotting at 25¢ per square foot; CAD color plotting at 35¢ per square foot; CAD low density color images at 40¢ each; and CAD high density color images at 60¢ each. Postage, shipping, and lab tests at cost. Files written to CD will be minimum $100 per drawing or $500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 72.5¢ per mile). Drone equipment at $250 per fly. Survey equipment at $160 per day. Building scanner at $600 per day. Traffic Counters at $100 per count. Surveying supplies at 75¢ per stake. Commissioning equipment at $100 per project.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at a higher rate.
3. Hourly staff charges and expenses are subject to change annually.

02/02/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO AUTHORIZE PAYMENT TO MISS DIG SYSTEM, INC.

WHEREAS:

1. As detailed in the attached staff report, the Miss Dig System, Inc. notification system allows the City to properly mark its utilities to prevent damage and service disruption.
2. It is recommended City Council authorize the 2026 calendar membership fee in the amount of $27,363.84.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes payment to Miss Dig System, Inc.
2. City Council authorizes the City Manager to accept future membership renewals in accordance with budget authorization.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 2, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Invoice

CITY OF WYOMING | PUBLIC WORKS

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

Staff Report

Date: January 20, 2026

Subject: Authorize Payment to Miss Dig

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

CC: Aaron Vis, Director of Public Works

Meeting Date: February 2, 2026

RECOMMENDATION:

It is recommended that the City Council authorize payment of the Miss Dig System, Inc. invoice of $27,363.84 for the City's mandatory participation in the Miss Dig utility notification system for the 2026 calendar year.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Miss Dig System is the utility notification system for the State of Michigan as legislated through Public Act 174 of 2013 (Miss Dig Underground Facility Damage Prevention and Safety Act). It is designed to provide excavators and the general public the ability to request underground utility locations with a single call or electronic order. Miss Dig is a not-for-profit independent company that processes this requested information and passes it along to affected utilities for proper utility marking. Miss Dig does not perform the actual utility marking.

For Wyoming, the affected utilities include: electric for street lighting, traffic signal wiring, fiber optic cables, sanitary sewer system, storm sewer system, and water distribution system (including transmission lines and water services). Once City staff receives the staking request, appropriate marking of the potentially impacted utilities occurs. Staking request response times range from emergency (within three hours) to normal (within three days).

The Miss Dig system is free for those requesting locating services and is funded by member agencies such as the City of Wyoming. The fee consists of four components:

- **Membership Fee.** This fee is based on the number of Miss Dig tickets placed with the notification center. For the 2026 calendar year, this fee is $24,349.00

- **Education Fee.** The Miss Dig System Education Fee is used to educate members, contractors, and homeowners. This fee is based on the annual membership fee, and totals $2,500.00.
- **Annual Maintenance Fee for Stations on the System.** This fee is based on the number of stations for utilities that the City has listed within the Miss Dig system and totals $360.64.
- **Annual Maintenance Fee for Remote Member Accesses on the System.** This fee is based on the number of accounts that the City has within the system that grants staff the ability to modify, update and respond to Miss Digs. This annual fee is $154.20.

The chart below depicts annual staking requests since 2020:



BUDGET IMPACT:

Sufficient funds are available in the appropriate water, sewer and street accounts.

ATTACHMENT:

Miss Dig System, Inc. Invoice

MISS DIG 811
3212 SJOQUIST DR
GLADSTONE, MI
49837-2822

Invoice

Date	Invoice #
1/1/2026	20260486

Bill To

WYOMING CITY
ATTN: PUBLIC WORKS DEPT.
2660 BURLINGAME AVE., SW
WYOMING, MI 49509-0905

Account #	P.O. No.	Terms	EMAIL
200WYO		Net 30	

Description	Qty	Rate	Amount
2026 Transmission-based Membership Fee	1	24,349.00	24,349.00
2026 Annual Maintenance Fee for Stations on the System	7	51.52	360.64
2026 Annual Maintenance Fee for DPP User Accounts	4	38.55	154.20
2026 Education and Awareness Fee for Section 6(2) Compliance	1	2,500.00	2,500.00

This invoice is due no later than 30 days from date of invoice. Interest rate at the rate of 1 1/2 % per month, 18% per annum will be charged on past due accounts.

Total $27,363.84

For ACH Payment - Bank Name: J.P. Morgan Chase
Routing# 072 000 326 Account# 693 556 482

02/02/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION FOR THE PURCHASE OF
NEPTUNE WATER METERS, ENDPOINTS, AND OTHER METER EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of Neptune water meters, endpoints, and other meter equipment from Ferguson Waterworks.
2. Ferguson Waterworks is the sole source distributor for Neptune water meters in the state of Michigan and has provided the City a proposal with unit pricing.
3. It is estimated the City will spend a total of $2,900,000 for the purchase of Neptune water meters, endpoints, and other meter equipment from Ferguson Waterworks through December 31, 2026.
4. It is also recommended City Council authorizes the City Manager to accept future renewals in accordance with budget authorization.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of Neptune water meters, endpoints, and other meter equipment from Ferguson Waterworks.
2. City Council authorizes the City Manager to sign the contract.
3. City Council authorizes the City Manager to accept future renewals in accordance with budget authorization.
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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: February 2, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Sole Source Letter
Contract/Proposal

Resolution No._____

CITY OF WYOMING | PUBLIC WORKS

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

Staff Report

Date: January 20, 2026

Subject: Approval of Quotations for Water Meters, Endpoints, and Equipment

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

CC: Aaron Vis, Director of Public Works

Meeting Date: February 02, 2026

RECOMMENDATION:

It is recommended that the City Council accept a quotation for water meters, endpoints, and other meter equipment from Ferguson Waterworks at the unit prices shown on the attached contract through December 31, 2026.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Water meters are used for billing both water and sewer use for all customers in the city. The city utilizes two meter manufacturers, Sensus and Neptune, in order to match the best meter with the most appropriate application, thereby ensuring fair and equitable water and sewer billing. Water meters are replaced based on age and condition throughout the community, and all meet the definition of “lead free” as defined within the Safe Drinking Water Act.

Neptune water meters are provided by Ferguson Waterworks as the sole source distributor for Neptune water meters in the state. Ferguson has provided unit pricing through December 31, 2026. There is roughly a 5% increase from the 2025 calendar year unit pricing.

Sensus meters and endpoints are provided by Etna as the sole source distributor for Sensus water meters and endpoints in the State. Etna previously provided unit pricing from January 1, 2025, through April 30, 2027, and was approved by City Council on December 16, 2024, via resolution number 28263.

The Public Works Department intends to continue replacing meters and installing endpoints using both city staff and its contractor. The contractor will replace meters and endpoints section by section, while city staff will continue replacing meters as needed throughout the city. The Public Works Department anticipates spending approximately $2,900,000 on meters and endpoints during calendar year 2026, which will span fiscal years 2026 and 2027.

BUDGET IMPACT:

Sufficient funds exist in the appropriate water and sewer fund accounts.

Attachment(s):

Ferguson Contract

CITY OF WYOMING

CONTRACT AMENDMENT #1

Ferguson Waterworks

This Contract Amendment is to the Water Metering Products Contract (Exhibit B) made as of December 17, 2024 (Effective Date) between the City of Wyoming (City) and Ferguson Waterworks. (Contractor)

RECITALS

A. City wishes to add an additional year of services to the Water Metering Products Contract. (Added Services).
B. Contractor submitted a proposal for the additional services, copy of which is attached as Exhibit A (Proposal):

TERMS AND CONDITIONS

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

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

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

City of Wyoming

By:_____
John Shay, City Manager

Date signed: _____, 2026

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Ferguson Waterworks

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

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

Date signed: January 13th, 2026

EXHIBIT A
PROPOSAL

January 6th, 2026

City of Wyoming Public Works Department
2660 Burlingame Ave SW
Wyoming, MI 49509

RE: Water Meter Pricing for 2026

To whom it may concern,

Ferguson Waterworks is the Level One Distributor of Neptune water meter products in the state of Michigan. This makes Ferguson Waterworks the sole source distributor for Neptune Technology Group and their products in the state. We proudly support 5 offices across Michigan, with our main office located in Kentwood.

Ferguson Waterworks and Neptune Technology Group sincerely appreciate the opportunity to supply the city of Wyoming with water metering products year over year. Attached you will find our new pricing on those products for the city's fiscal year 2026. We appreciate the opportunity to provide extension of products and services, furthering our partnership with the city.

Should you have any questions, please do not hesitate to contact me.

Thank you,

Andrew Opalewski
Area Sales Manager
Ferguson Waterworks

andrew.opalewski@ferguson.com
586.596.6041

Residential Water Meters

Positive Displacement Type

2026 Pricing — Ferguson Waterworks

Description	Specification	Inside Application	Pit Application Price (each)	Rebuild Kit/UME (each)
5/8x3/4 positive Displacement type with touchpad	Neptune T-10 Procoder	$ 158.03	$ 173.03	$ 28.00
5/8x3/4 positive Displacement type without touchpad	Neptune T-10 Procoder	$ 158.03	$ 173.03	$ 28.00
3/4 & 3/4SL positive Displacement type with touchpad	Neptune T-10 Procoder	$ 208.31	$ 223.31	$ 37.00
3/4 & 3/4SL positive Displacement type without touchpad	Neptune T-10 Procoder	$ 189.00	$ 204.00	$ 37.00
1" positive Displacement type with touchpad	Neptune T-10 Procoder	$ 296.57	$ 311.57	$ 75.00
1" positive Displacement type without touchpad	Neptune T-10 Procoder	$ 296.57	$ 311.57	$ 75.00
1.5" positive Displacement type without touchpad	Neptune T-10 Procoder	$ 728.33	$ 743.33	$ 165.00
2" positive Displacement type without touchpad	Neptune T-10 Procoder	$ 934.80	$ 949.80	$ 201.00

Ultrasonic Type UL/FM Approved for Fire Service

Description	Specification	Inside Application	Pit Application Price (each)	Rebuild Kit/UME (each)
5/8x3/4" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 191.90	N/A
3/4" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 207.79	N/A
1" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 267.97	N/A
1.5" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 706.84	N/A
2" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 846.50	N/A
3" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 2,952.35	$ 1,687.50
4" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 3,844.74	$ 2,250.00
6" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 6,391.35	$ 3,375.00
8" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 9,700.42	$ 4,500.00
10" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 12,118.94	$ 5,625.00

12" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 14,121.90	$ 6,750.00

Commercial Water Meters

Turbine Meter without Strainer or Touchpad

		Ferguson Waterworks		
Description	Specification	Inside Application	Pit Application Price (each)	Rebuild Kit/UME (each)
1.5" Turbine Type with register, without touchpad	Neptune High Performance Turbine		$ 1,081.06	$ 962.25
2" Turbine Type with register, without touchpad	Neptune High Performance Turbine		$ 1,081.06	$ 962.25
3" Turbine Type with register, without touchpad	Neptune High Performance Turbine		$ 1,940.22	$ 1,406.25
4" Turbine Type with register, without touchpad	Neptune High Performance Turbine		$ 2,208.58	$ 1,875.00
6" Turbine Type with register, without touchpad	Neptune High Performance Turbine		$ 4,121.06	$ 2,812.50
8" Turbine Type with register, without touchpad	Neptune High Performance Turbine		$ 6,116.75	$ 3,750.00
10" Turbine Type with register, without touchpad	Neptune High Performance Turbine		$ 9,116.53	$ 4,687.50

Commercial Water Meters

Compound Meter without Strainer or Touchpad

		Ferguson Waterworks		
Description	Specification	Inside Application	Pit Application Price (each)	Rebuild Kit/UME (each)
2" Compound type with registers, without touchpads	Neptune Truflo		$ 2,442.58	$ 1,950.00
3" Compound type with registers, without touchpads	Neptune Truflo		$ 3,664.19	$ 2,950.00
4" Compound type with registers, without touchpads	Neptune Truflo		$ 4,767.21	$ 4,000.00
6" Compound type with registers, without touchpads	Neptune Truflo		$ 8,040.57	$ 6,225.00

Bronze Strainers

		Ferguson Waterworks		
Description	Specification	Without bolts/gas	With bolts/gaskets Price (eac	Rebuild Kit/UME (each)
1.5"	Bronze Strainer	$ 665.61	$ 675.00	
2"	Bronze Strainer	$ 665.61	$ 675.00	
3"	Bronze Strainer	$ 1,131.85	$ 1,175.00	
4"	Bronze Strainer	$ 2,082.80	$ 2,125.00	
6"	Bronze Strainer	$ 2,924.64	$ 3,050.00	
8"	Bronze Strainer	$ 4,971.01	$ 5,175.00	
10"	Bronze Strainer	$ 7,736.23	$ 7,950.00	

EXHIBIT B
CONTRACT

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: December 17, 2024.

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

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

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

Supplier means: Ferguson Enterprises, LLC d/b/a Ferguson Waterworks
[Name of supplying entity]
A Virginia limited liability company
[State and type of entity, e.g., corporation, limited liability company, etc.]
39000 44th St SE
[Supplier's street address]
Kentwood, MI 49512
[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:

None.

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

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

City of Wyoming

By: _____
John Shay, City Manager

Approved as to form:

_____
Scott G. Smith, City Attorney

Ferguson Enterprises, LLC d/b/a Ferguson Waterworks

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

Date signed: 12/4/, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. Qualifications. Supplier represents and promises that:

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

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

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

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

3. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts. Therefore:

A. Supplier in (i) employment actions and (ii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Supplier will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

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

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

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

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

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

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

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

6. Payment to Supplier.

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

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

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

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

8. Information, Quality, and Related Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: $2,000,000 Each Occurrence Limit $2,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required $2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

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

FERGUSON
WATERWORKS

November 22th, 2024

City of Wyoming Public Works Department
2660 Burlingame Ave SW
Wyoming, MI 49509

RE: Water Meter Pricing for 2025

To whom it may concern,

Ferguson Waterworks is the Level One Distributor of Neptune water meter products in the state of Michigan. This makes Ferguson Waterworks the sole source distributor for Neptune Technology Group and their products in the state. We proudly support 5 offices across Michigan, with our main office located in Kentwood.

Ferguson Waterworks and Neptune Technology Group sincerely appreciate the opportunity to supply the city of Wyoming with water metering products year over year. Attached you will find our pricing on those products for the city's fiscal year 2025. As you can see this is an extension from previous years. We are happy to offer this extension again, furthering our partnership with the city.

Should you have any questions, please do not hesitate to contact me.

Thank you,

Andrew Opalewski
Area Sales Manager
Ferguson Waterworks

Residential Water Meters

Positive Displacement type

Description	Specification	Ferguson Waterworks Inside Application Price (each)	Fit Application Price (each)	Remote R300/R900 (each)
5/8x3/4 positive Displacement type with touchpad	Neptune T-10 Procoder	$ 143.34	$ 158.34	$ 25.76
5/8x3/4 positive Displacement type without touchpad	Neptune T-10 Procoder	$ 143.34	$ 158.34	$ 25.76
3/4 & 3/4SL positive Displacement type with touchpad	Neptune T-10 Procoder	$ 189.00	$ 204.00	$ 34.00
3/4 & 3/4SL positive Displacement type without touchpad	Neptune T-10 Procoder	$ 189.00	$ 204.00	$ 34.00
1" positive Displacement type with touchpad	Neptune T-10 Procoder	$ 295.90	$ 310.90	$ 70.00
1" positive Displacement type without touchpad	Neptune T-10 Procoder	$ 295.90	$ 310.90	$ 70.00
1.5" positive Displacement type without touchpad	Neptune T-10 Procoder	$ 708.70	$ 723.70	$ 150.22
2" positive Displacement type without touchpad	Neptune T-10 Procoder	$ 908.70	$ 923.70	$ 193.20

Ultrasonic Type UL/DM Approved by the Service

Description	Specification	Inside Application Price (each)	Fit Application Price (each)	Remote R900/R900i (each)
5/8x3/4" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 180.48	N/A
3/4" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 195.62	N/A
1" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 247.18	N/A
1.5" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 652.43	N/A
2" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 790.32	N/A
3" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 2,649.71	$ 1,687.50
4" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 3,450.86	$ 2,250.00
6" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 5,736.31	$ 3,375.00
8" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 8,706.11	$ 4,500.00
10" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 10,876.59	$ 5,625.00
12" Ultrasonic type with register, without touchpad	Neptune Mach 10		$ 12,674.33	$ 6,750.00

Commercial Water Meters

Turbine Meter without strainer or touchpad

Description	Specification	Ferguson Waterworks Inside Application Price (each)	Fit Application Price (each)	Remote R900/R900i (each)
1.5" Turbine Type with register, without touchpad	Neptune High Performance Turbine		$ 898.18	$ 962.25
2" Turbine Type with register, without touchpad	Neptune High Performance Turbine		$ 898.18	$ 962.25
3" Turbine Type with register, without touchpad	Neptune High Performance Turbine		$ 1,588.59	$ 1,406.25
4" Turbine Type with register, without touchpad	Neptune High Performance Turbine		$ 1,871.33	$ 1,875.00
6" Turbine Type with register, without touchpad	Neptune High Performance Turbine		$ 3,497.24	$ 2,812.50
8" Turbine Type with register, without touchpad	Neptune High Performance Turbine		$ 5,188.41	$ 3,750.00
10" Turbine Type with register, without touchpad	Neptune High Performance Turbine		$ 8,119.76	$ 4,687.50

Commercial Water Meters

Compound Meter without Strainer or Touchpad

Description	Specification	Ferguson Waterworks Inside Application Price (each)	Fit Application Price (each)	Remote R900/R900i (each)
2" Compound type with registers, without touchpads	Neptune Truflo		$ 1,559.42	$ 1,875.00
3" Compound type with registers, without touchpads	Neptune Truflo		$ 2,682.01	$ 2,812.50
4" Compound type with registers, without touchpads	Neptune Truflo		$ 3,489.77	$ 3,750.00
6" Compound type with registers, without touchpads	Neptune Truflo		$ 6,450.00	$ 5,625.00

Bronze Strainers

			Ferguson Waterworks		
Description	Specification		With bolts/gaskets Price (each)	With bolts/gaskets Lead Time (in weeks)	Remarks for WUB (if any)
1.5"	Bronze Strainer		$ 623.91	$ 645.00	
2"	Bronze Strainer		$ 623.91	$ 645.00	
3"	Bronze Strainer		$ 1,119.57	$ 1,150.00	
4"	Bronze Strainer		$ 1,930.43	$ 1,995.00	
6"	Bronze Strainer		$ 2,924.64	$ 3,050.00	
8"	Bronze Strainer		$ 4,971.01	$ 5,175.00	
10"	Bronze Strainer		$ 7,736.23	$ 7,850.00	

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

5/8" to 2" MACH 10® Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune® MACH 10® water meter ("MACH 10"), Neptune Technology Group Inc. ("Neptune") warrants that for meters sold on or after August 1, 2021, for potable water or combined potable water and residential fire service applications, the MACH 10 meter will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment"), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components, dependent upon the size of meter:

Year of Failure	MACH 10® Replacement Price Discount*
1-10	Full replacement 100%
11	70%
12	70%
13	60%
14	60%
15	50%
16	45%
17	40%
18	35%
19	30%
20	25%

**Replacement price discount percentages will be applied towards the then-current list price in effect for the year product is accepted by Neptune under warranty conditions. Replacement MACH 10 electronics are warranted for one (1) year after date of shipment or balance of original MACH 10 warranty, whichever is greater.*

a) Lead Free Bronze Maincase

i) 5/8" – 1" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for twenty (20) years from the Date of Shipment.

ii) 1½" – 2" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for ten (10) years from the Date of Shipment.

b) Electronics (Battery, PCB, Transducers, LCD)

i) 5/8" – 1" MACH 10

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of twenty (20) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first ten (10) years and at a discount of the then-current list price during the following ten (10) years per the schedule at the right. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

ii) 1½" – 2" MACH 10

Neptune warrants the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge during the ten (10) year Warranty Period. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the "Warranty Period" with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

2. **MACH 10 METER ACCURACY**

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period), Neptune makes the following warranties with respect to meter accuracy, dependent upon the size of meter:

i) 5/8" – 1" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment.

ii) 1 1/2" – 2" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from date of shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment.

3. **WARRANTY RETURNS**

If a Neptune MACH 10 meter fails an accuracy test during an applicable Warranty Period, it may be returned to Neptune for evaluation. Any MACH 10 meter proved to the satisfaction of Neptune to have failed the warranties set forth in this Certificate of Warranty will, at the option of Neptune, be repaired or replaced at no cost to the customer. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under this performance warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the warranties set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the original MACH 10 meter warranty, whichever is greater.

4. **RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR**

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its costs of replacement and repair of the

non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. **WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS**
The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

3" to 12" MACH 10® Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Commercial and Industrial Neptune® MACH 10® water meter ("MACH 10"), Neptune Technology Group Inc. ("Neptune") warrants that MACH 10 meters sold on or after August 1, 2021, for potable water or combined potable water and fire service applications, will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment"), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components.

a) Lead Free Bronze Maincase

Neptune warrants at the Date of Shipment that the lead free, high copper bronze maincase of the MACH 10 will be free from manufacturing defects in workmanship and material for the life of the meter.

b) Electronics (Battery, PCB, Transducers, LCD)

Neptune warrants that the unitized measuring element (UME) and/or electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 UME free of charge for the first five (5) years and at a discount of the then-current list price, during the following five (5) years per the schedule to the right. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

Year of Failure	MACH 10®
	Replacement Price Discount*
1-5	Full replacement 100%
6	70%
7	60%
8	45%
9	35%
10	25%

** Replacement price discount percentages will be applied towards the then-current list price in effect for the year product is accepted by Neptune under warranty conditions. Replacement MACH 10 electronics are warranted for one (1) year after date of shipment or balance of original MACH 10 warranty, whichever is greater.*

With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the "Warranty Period" with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

2. MACH 10 METER ACCURACY WARRANTY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period detailed above), Neptune makes the following warranties with respect to meter accuracy:

Neptune MACH 10 meters are warranted to meet or exceed new meter accuracy per AWWA specifications of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment (that period being the "Accuracy Warranty Period").

3. **WARRANTY RETURNS**

If a Neptune MACH 10 meter fails an accuracy test during the Accuracy Warranty Period, the meter or UME may be returned to Neptune for evaluation. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under the accuracy warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the accuracy warranty set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired MACH 10 meter or the balance of the applicable original MACH 10 meter warranty (maincase, UME/electronics, or accuracy), whichever is greater.

If a replacement UME is deemed necessary, the new UME will include a new original warranty as specified in Sections 1 and 2 of this Certificate of Warranty.

4. **RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR**

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. **WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS**

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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2/2/2026
Public Works/AV:jt

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BIDS FOR
BULK PICK-UP & DISPOSAL OF LEAVES AND
GRINDING & DISPOSAL OF BRUSH WITH MICHIGAN WOOD FIBERS

WHEREAS:

1. On Tuesday, February 6, 2023, the City Council awarded the bids for Bulk Pick-Up & Disposal of Leaves and Grinding & Disposal of Brush to Michigan Wood Fibers, as referenced with Resolution #27602.
2. Michigan Wood Fibers has agreed to a contract extension through December 31, 2028, at a unit cost of $15.35/Ton for leaf pick-up and disposal and $2.12/Yard for brush grinding and disposal.
3. The Public Works Department is anticipating spending approximately $77,000 on the bulk pick-up and disposal of leaves and $29,000 on the grinding and disposal of brush for each calendar year for 2026, 2027 and 2028. Sufficient funds have been budgeted in the appropriate Solid Waste Disposal Services account.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council extends the bids for Bulk Pick-Up & Disposal of Leaves and Grinding & Disposal of Brush with Michigan Wood Fibers through December 31, 2028.
2. The City Council authorizes the City Manager to execute the attached Contract Amendment #1.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: February 2, 2026.

_____
Kelli A. VandenBerg, City Clerk

ATTACHMENTS:
Staff Report
Contract Amendment #1 – Michigan Wood Fibers

CITY OF WYOMING | PUBLIC WORKS

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

STAFF REPORT

Date: January 27, 2026

Subject: Bid Extensions for Bulk Pick-Up & Disposal of Leaves and Grinding & Disposal of Brush

From: Jodie Theis, Public Services Supervisor

CC: Aaron Vis, Director of Public Works

Meeting Date: February 2, 2026

RECOMMENDATION:

The Public Works Department recommends that the City Council extend the bids for Bulk Pick-Up & Disposal of Leaves and Grinding & Disposal of Brush to Michigan Wood Fibers at a unit cost of $15.35/Ton for leaf pick-up and disposal and $2.12/Yard for brush grinding and disposal through December 31, 2028. It is also recommended that the City Council authorize the City Manager to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Tuesday, February 6, 2023, the City Council awarded the bids for Bulk Pick-Up & Disposal of Leaves and Grinding & Disposal of Brush to Michigan Wood Fibers, as referenced with Resolution #27602. Michigan Wood Fibers has agreed to a contract extension through December 31, 2028, at a 3% increase from their bid price in 2023.

The Yard Waste Facility provides the residents with another option for yard waste removal, decreasing the potential for street flooding caused by plugged catch basins and improving the aesthetics of the City's neighborhoods. The Contractor shall be responsible for the disposal of all leaves at a site that is approved by the Michigan Department of Environment, Great Lakes and Energy (EGLE) as a location for composting or land application of leaves. The disposal of all wooden yard waste must be done in a manner approved by EGLE.

BUDGET IMPACT:

The Public Works Department is anticipating spending approximately $77,000 on the bulk pick-up and disposal of leaves and $29,000 on the grinding and disposal of brush for each calendar year for 2026, 2027 and 2028.

Sufficient funds have been budgeted in the Solid Waste Disposal Services account.

Attachment(s):
Contract Amendment #1 – Michigan Wood Fibers

CITY OF WYOMING

CONTRACT AMENDMENT #1

Grinding and Disposal of Brush (2026-2028)

This Contract Amendment is to the Grinding and Disposal of Brush, & Bulk Pickup and Disposal of Leaves Contracts (Exhibit B) made as of February 7, 2023 (Effective Date) between the City of Wyoming (City) and Michigan Wood Fibers LLC. (Contractor)

RECITALS

A. City wishes to add an additional three years of services to the Grinding and Disposal of Brush & Bulk Pickup and Disposal of Leaves Contracts. (Added Services).
B. Contractor submitted a proposal for the additional services, copy of which is attached as Exhibit A (Proposal):

TERMS AND CONDITIONS

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

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

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

City of Wyoming

By:_____
John Shay, City Manager

Date signed: _____, 2026

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Michigan Wood Fibers LLC

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

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

Date signed: 1-26, 2026

02/02/2026
Public Works/AV:jt

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR BULK PICK-UP AND DISPOSAL OF STREET SWEEPINGS (2026 - 2028)
TO WASTE MANAGEMENT OF MICHIGAN, INC.

WHEREAS:

1. On January 27, 2026, the City received two bids for Bulk Pick-Up & Disposal of Street Sweepings (2026 - 2028).
2. The Public Works Department recommends that the City Council award the bid to the low bidder, Waste Management of Michigan, Inc., for fiscal year 2026 at a unit cost of $50.49 per Ton, 2027 at a unit cost of $52.86 per Ton and 2028 at a unit cost of $55.34 per Ton.
3. It is anticipated to spend approximately $60,000 for bulk pick-up and disposal of street sweepings during this fiscal year. Sufficient funds have been budgeted in the appropriate Solid Waste Disposal Services account.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council awards the bid to Waste Management of Michigan, Inc., to perform the bulk pick-up and disposal of street sweepings.
2. The City Council authorizes the City Manager to execute the contract for Bulk Pick-Up & Disposal of Street Sweepings (2026 - 2028).

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: February 2, 2026.

_____
Kelli A. VandenBerg, City Clerk

ATTACHMENTS:
Staff Report
Contract – Waste Management of Michigan, Inc

CITY OF WYOMING | PUBLIC WORKS

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

STAFF REPORT

Date: January 27, 2026

Subject: Bid Award for Bulk Pick-Up & Disposal of Street Sweepings (2026-2028)

From: Jodie Theis, Public Services Supervisor

CC: Aaron Vis, Director of Public Works

Meeting Date: February 2, 2026

RECOMMENDATION:

The Public Works Department recommends that the City Council award the bid for bulk pick-up and disposal of street sweepings to the low bidder, Waste Management of Michigan, Inc., for fiscal year 2026 at a unit cost of $50.49 per ton, 2027 at a unit cost of $52.86 per ton and 2028 at a unit cost of $55.34 per ton. It is also recommended that the City Council authorize the City Manager to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Tuesday, January 27, 2026, the City received two bids for the bulk pick-up and disposal of street sweepings. Invitations to bid were sent to ten prospective bidders, and bid specifications were sent to two pre-qualified bidders. Waste Management of Michigan, Inc. was the low bidder. The unit cost of $50.49 per ton for F.Y. 2026 is an increase of 7% from the previous bid (F.Y. 2025).

This bid includes the pick-up, hauling and disposal of street sweepings. To reduce the amount of environmental damage caused by improper disposal of materials, the City requires the contractor to utilize a landfill that is approved by the State for the disposal of street sweepings. Over the past several years, an average of approximately 1,000 tons per year of sweepings have been removed from City streets. Removing the sediment from streets eliminates its transport into storm water catch basins and local streams and creeks, fulfilling the City's stormwater permit obligations.

BUDGET IMPACT:

The Public Works Department is anticipating spending approximately $60,000 for the bulk pick-up and disposal of street sweepings this fiscal year.

Sufficient funds have been budgeted in the Solid Waste Disposal Services account.

TABULATION:

CITY OF WYOMING

TABULATION OF BIDS

FOR BULK PICK-UP AND DISPOSAL OF STREET SWEEPINGS - BID # 2318

OPENED BY THE CITY CLERK ON JANUARY 27, 2026 AT 11:00 A.M. O'CLOCK

Bulk Pick-Up and Disposal of Street Sweepings	MarJo Construction Services		Waste Management of Michigan, Inc.	
January 2026 – June 30, 2026	$ 57.16	Per Ton	$ 50.49	Per Ton
July 1, 2026 – June 30, 2027	$ 60.02	Per Ton	$ 52.86	Per Ton
July 1, 2027 – June 30, 2028	$ 63.02	Per Ton	$ 55.34	Per Ton

Attachment(s):
Contract – Waste Management of Michigan, Inc.

CONTRACT FORM

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance, and other required documents, the City Manager and City Attorney will sign this contract form. A copy will be provided to Contractor.

City Standard Contract for Bulk Pick-Up and Disposal of Street Sweepings (2026 – 2028)

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

"Contract Documents" means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

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

"Contractor" means:

Waste Management
LEGAL NAME OF COMPANY

Waste Management of Michigan, Inc
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Corporation-Delaware
FORM OF BUSINESS & STATE IN WHICH FORMED – e.g. partnership, corporation, limited liability company, professional corporation & the state in which it was formed

41100 Plymouth Rd ste 170
ADDRESS

Plymouth	MI	48170
CITY	STATE	ZIP CODE

"Effective Date" means the day after the date the Contract is approved by the City Council and the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay Contractor in accordance with the Contract Documents.
3. Waived or modified specifications are as follows:

   ~~None~~ City accepts Contractor's exceptions listed in Exhibit A.
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming:

By: _____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form: _____
Gregory T. Stremers, City Attorney

Contractor:

Waste Management of Michigan, Inc
[Type or print Contractor's name]

By: Phil Bonifer
Signature for bidder

Phil Bonifer
Printed name of person signing for bidder

Industrial Account Manager
Title of person signing for bidder

Date signed: January 27, 2026

Exhibit A

Waste Management of Michigan, Inc.'s (Contractor)
Exceptions to the City of Wyoming Request for Bids for
Bulk Pick-Up and Disposal of Street Sweeping (2026 – 2028)
January 15, 2026

Page #	Section	Description of Exception
5	3. (B)	Contractor takes exception to the applicability of the Davis Bacon Act, or other prevailing wage, or Buy American because the disposal services requested by the City of Wyoming are not considered construction, alteration or repair services.
6	4. (B)	Contractor also takes exception to compliance with the Community Development Block Grant.
7	10. (A)	Contractor takes exception to quality standards for equipment. Contractor will provide equipment in good condition and fit for the intended purpose.
7 15	11. 1. (B)	Contractor takes exception to the obligation to restore property damaged which are not the result of any of Contractor's negligent acts.
11	Risk Allocation	Contractor takes exception to indemnity as stated. Contractor shall only required to indemnify to the extent of its fault or negligence.
11	Insurance, 1st ¶	Contractor takes exception providing a copy of the insurance policy. Contractor will provide a certificate of insurance to evidence our coverages and limits.
11	4.	Contractor takes exception to this provision.
11	5.	Contractor takes exception to providing notice for non-renewal, reduction and/or material changes but will provide a 30-day notice of cancellation.
11	7. (A.-C.)	Contractor takes exception to certificates of insurance specifically listing the City of Wyoming, authorities created by the City of Wyoming and all directors, board members, officers, elected and appointed officials, employees, volunteers and other against as additional named insured. Contractor's policy contains a blanket additional insured endorsement.
12	Insurance Chart	Contractor takes exception to providing Owners Contractors Protective Insurance, Professional Liability Insurance and Builders Risk Property Insurance.
17	2.	Contractor's bid proposal, including exceptions shall be included under the 2nd item. Contractor takes exception to including City of Wyoming Standard Specifications for Construction because that is not applicable to the work under this RFP

02/02/2026
Public Works/AV:jt

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR CONCRETE REPLACEMENT (2026 - 2028)
TO ELLIS MCCLAIN CONSTRUCTION LLC.

WHEREAS:

1. On January 27, 2026, the City received six bids for Concrete Replacement (2026 - 2028).
2. The Public Works Department recommends that the City Council award the bid to the low bidder, Ellis McClain Construction LLC, for calendar years 2026, 2027 and 2028 at the unit pricing shown on the Tabulation of Bids.
3. It is anticipated to spend approximately $275,000 for concrete replacement during the 2026 calendar year. Sufficient funds have been budgeted in the appropriate accounts.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council awards the bid for concrete replacement to Ellis McClain Construction LLC.
2. The City Council authorizes the City Manager to execute the contract for Concrete Replacement (2026 - 2028).

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: February 2, 2026.

_____
Kelli A. VandenBerg, City Clerk

ATTACHMENTS:
Staff Report
Contract – Ellis McClain Construction LLC

CITY OF WYOMING | PUBLIC WORKS

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

STAFF REPORT

Date: January 27, 2026

Subject: Bid Award for Concrete Replacement (2026 - 2028)

From: Jodie Theis, Public Services Supervisor

CC: Aaron Vis, Director of Public Works

Meeting Date: February 2, 2026

RECOMMENDATION:

The Public Works Department recommends that the City Council award the bid for concrete replacement to the low bidder, Ellis McClain Construction LLC, for calendar years 2026, 2027 and 2028 at the unit pricing shown on the following Tabulation of Bids. It is also recommended that the City Council authorize the City Manager to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Tuesday, January 27, 2026, the City received three bids for concrete replacement. Invitations to bid were sent to forty-five prospective bidders, and bid specifications were sent to four pre-qualified bidders. Ellis McClain Construction LLC was the low bidder. The overall unit cost for concrete replacement in 2026 is a decrease of 3.5% from the previous bid (March 2023).

The Public Works Department replaces concrete in the City's streets, curbs, drives, sidewalks and other infrastructure that has been damaged by weather, degradation or utility failures throughout the year. The use of a contractor allows for faster repairs.

BUDGET IMPACT:

The Public Works Department is anticipating spending approximately $275,000 on concrete replacement for the 2026 calendar year.

Sufficient funds have been budgeted in the appropriate street, sidewalk, sewer and water maintenance accounts.

TABULATION:

CITY OF WYOMING

TABULATION OF BIDS
FOR CONCRETE REPLACEMENT - BID # 2316
OPENED BY THE CITY CLERK ON JANUARY 27, 2026 AT 11:00 A.M. O'CLOCK

Pay Item	Cost per Unit	A-1 Asphalt			Brown Concrete Construction			Ellis McClain Construction		
		2026 Unit Cost	2027 Unit Cost	2028 Unit Cost	2026 Unit Cost	2027 Unit Cost	2028 Unit Cost	2026 Unit Cost	2027 Unit Cost	2028 Unit Cost
30" CURB AND GUTTER	$/LF	$ 58.00	$ 60.00	$ 62.00	$ 65.00	$ 68.00	$ 71.00	$ 24.00	$ 25.00	$ 26.00
30" GUTTER PAN	$/LF	$ 58.00	$ 60.00	$ 62.00	$ 65.00	$ 68.00	$ 71.00	$ 24.00	$ 25.00	$ 26.00
4" CONCRETE SIDEWALK	$/SQ. FT.	$ 9.50	$ 10.50	$ 11.50	$ 11.00	$ 12.00	$ 13.00	$ 9.90	$ 10.90	$ 11.90
4" CONCRETE NON-REINFORCED DRIVE APPROACH	$/SQ. FT.	$ 9.50	$ 10.50	$ 11.50	$ 11.00	$ 12.00	$ 13.00	$ 10.00	$ 11.00	$ 12.00
6" CONCRETE SIDEWALK	$/SQ. FT.	$ 11.50	$ 12.50	$ 13.50	$ 14.00	$ 15.00	$ 16.00	$ 11.00	$ 12.00	$ 13.00
6" CONCRETE NON-REINFORCED DRIVE APPROACH	$/SQ. FT.	$ 11.50	$ 12.50	$ 13.50	$ 14.00	$ 15.00	$ 16.00	$ 11.00	$ 12.00	$ 13.00
8" COMMERCIAL SIDEWALK	$/SQ. YD.	$ 13.50	$ 14.50	$ 15.50	$ 18.00	$ 19.00	$ 20.00	$ 14.00	$ 15.00	$ 16.00
8" COMMERCIAL DRIVE APPROACH	$/SQ. YD.	$ 13.50	$ 14.50	$ 15.50	$ 18.00	$ 19.00	$ 2.00	$ 14.90	$ 15.90	$ 16.90
REMOVE CONCRETE	PER ADD-RESS	$ 40.00	$ 42.00	$ 44.00	$ 50.00	$ 55.00	$ 60.00	$ 10.00	$ 11.00	$ 12.00
SURCHARGE FOR ADA RAMP GRADING	$/SQ. YD.	$ 200.00	$ 200.00	$ 200.00	$ 300.00	$ 310.00	$ 320.00	$ 11.00	$ 12.00	$ 13.00
SURCHARGE FOR ROOT JOB	PER ADD-RESS	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 160.00	$ 170.00	$ 25.00	$ 50.00	$ 100.00
State Warranties and/or Guarantees		One Year			One Year			One Year		

Attachment(s):
Contract – Ellis McClain Construction LLC

CONTRACT FORM

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance, and other required documents, the City Manager and City Attorney will sign this contract form. A copy will be provided to Contractor.

City Standard Contract for Concrete Replacement (2026 – 2028)

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

"Contract Documents" means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

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

"Contractor" means:

Ellis Mcclain construction, LLC
LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Limited Liability Company - State of Michigan
FORM OF BUSINESS & STATE IN WHICH FORMED – e.g. partnership, corporation, limited liability company, professional corporation & the state in which it was formed

1620 Madison Ave SE
ADDRESS

Grand Rapids, Michigan 49507
CITY STATE ZIP CODE

"Effective Date" means the day after the date the Contract is approved by the City Council and the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay Contractor in accordance with the Contract Documents.
3. Waived or modified specifications are as follows:

   None

4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming:

By:_____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Contractor:

Ellis L. McClain
[Type or print Contractor's name]

By:_____
Signature for bidder

Ellis L. McClain
Printed name of person signing for bidder

Owner
Title of person signing for bidder

Date signed: 1/27, 2026

02/02/2026
Public Works/AV:jt

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR ISOLATED PATCHING - 2026
TO A-1 ASPHALT INC.

WHEREAS:

1. On January 27, 2026, the City received two bids for Isolated Patching - 2026.
2. The Public Works Department recommends that the City Council award the bid to the low bidder, A-1 Asphalt Inc., for calendar year 2026 at the unit pricing shown on the Tabulation of Bids.
3. The cost of isolated asphalt patching is anticipated to be approximately $600,000 for work performed during the 2026 calendar year. Sufficient funds have been budgeted in the appropriate street, sewer and water maintenance accounts.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council awards the bid to A-1 Asphalt Inc., to perform the isolated asphalt patching.
2. The City Council authorizes the City Manager to execute the contract for Isolated Asphalt Patching – 2026.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: February 2, 2026.

_____
Kelli A. VandenBerg, City Clerk

ATTACHMENTS:
Staff Report
Contract – A-1 Asphalt Inc.

CITY OF WYOMING | PUBLIC WORKS

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

STAFF REPORT

Date: January 27, 2026

Subject: Bid Award for Isolated Asphalt Patching

From: Jodie Theis, Public Services Supervisor

CC: Aaron Vis, Director of Public Works

Meeting Date: February 2, 2026

RECOMMENDATION:

The Public Works Department recommends that the City Council award the bid for isolated asphalt patching to the low bidder, A-1 Asphalt Inc., for calendar year 2026 at the unit pricing shown on the following Tabulation of Bids. It is also recommended that the City Council authorize the City Manager to execute the contract.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Tuesday, January 27, 2026, the City received two bids for isolated asphalt patching. Invitations to bid were sent to eighteen prospective bidders, and bid specifications were sent to two pre-qualified bidders. A-1 Asphalt Inc. was the low bidder. The overall unit cost for scheduled full depth patch work is an increase of 8%, scheduled 2” mill and fills is an increase of 9%, emergency full depth patch work is an increase of 14%, and emergency 2” mill and fills is an increase of 17% from the previous bid (December 2024).

The Public Works Department replaces asphalt in the City’s streets and other infrastructure that has been damaged by weather, degradation or utility failures throughout the year. The use of a contractor allows for faster repairs.

BUDGET IMPACT:

The Public Works Department is anticipating spending approximately $600,000 on isolated asphalt patching for the 2026 calendar year.

Sufficient funds have been budgeted in the appropriate street, sewer and water maintenance accounts.

TABULATION:

CITY OF WYOMING

TABULATION OF BIDS
FOR ISOLATED PATCHING (2026) - BID # 2317
OPENED BY THE CITY CLERK ON JANUARY 27, 2026 AT 11:00 A.M. O'CLOCK

Pay Item	Unit	A-1 Asphalt, Inc.		Superior Asphalt	
		Unit Cost for Full Depth Patch	Unit Cost for 2" Mill & Fills	Unit Cost for Full Depth Patch	Unit Cost for 2" Mill & Fills
SCHEDULED WORK					
HMA 4EML	Ton	$ 140.00	$ 140.00	$ 185.00	$ 185.00
HMA 5EML	Ton	$ 145.00	$ 145.00	$ 185.00	$ 185.00
Removal of Existing Pavement	Sq. Yd.	$ 17.00	$ 10.00	$ 22.00	$ 5.50
EMERGENCY WORK					
HMA 4EML	Ton	$ 160.00	$ 160.00	$ 185.00	$ 185.00
HMA 5EML	Ton	$ 165.00	$ 165.00	$ 185.00	$ 185.00
Permanent Winter Hot Mix Asphalt - HMA (WINTER SEASON ONLY)	Ton	$ 250.00	$ 250.00	$ 295.00	$ 295.00
Removal of Existing Pavement	Sq. Yd.	$ 21.00	$ 13.00	$ 22.00	$ 5.50

Attachment(s):
Contract – A-1 Asphalt Inc.

CONTRACT FORM

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance, and other required documents, the City Manager and City Attorney will sign this contract form. A copy will be provided to Contractor.

City Standard Contract for Isolated Patching - 2026

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

"Contract Documents" means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

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

"Contractor" means:

A-1 Asphalt Sealing and Repair Inc
LEGAL NAME OF COMPANY

A-1 Asphalt Inc
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

C Corporation - State of Michigan
FORM OF BUSINESS & STATE IN WHICH FORMED – e.g. partnership, corporation, limited liability company, professional corporation & the state in which it was formed

4634 Division Ave
ADDRESS

Wayland	MI	49348
CITY	STATE	ZIP CODE

"Effective Date" means the day after the date the Contract is approved by the City Council and the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay Contractor in accordance with the Contract Documents.
3. Waived or modified specifications are as follows:

   None
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming:

By: _____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Contractor:

Al Asphalt Inc
[Type or print Contractor's name]

By: _____
Signature for bidder

Joe Murphy
Printed name of person signing for bidder

Sales Manager
Title of person signing for bidder

Date signed: 1/26, 2026

02/02/2026
Public Works/AV:jt

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR CATCH BASIN CLEANING (2026 - 2028)
TO TAPLIN GROUP

WHEREAS:

1. On January 27, 2026, the City received six bids for Catch Basin Cleaning (2026 - 2028).
2. The Public Works Department recommends that the City Council award the bid to the low bidder, Taplin Group, for fiscal years 2026, 2027 and 2028.
3. The Public Works Department anticipates spending approximately $100,000 in fiscal year 2026 and approximately $300,000 per year in fiscal years 2027 and 2028. Sufficient funds have been budgeted in the Solid Waste Disposal Services account.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council awards the bid for catch basin cleaning Taplin Group.
2. The City Council authorizes the City Manager to execute the contract for Catch Basin Cleaning (2026 - 2028).

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: February 2, 2026.

_____
Kelli A. VandenBerg, City Clerk

ATTACHMENTS:
Staff Report
Contract – Taplin Group

CITY OF WYOMING | PUBLIC WORKS

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

STAFF REPORT

Date: January 27, 2026

Subject: Bid Award for Catch Basin Cleaning (2026-2028)

From: Jodie Theis, Public Services Supervisor

CC: Aaron Vis, Director of Public Works

Meeting Date: February 2, 2026

RECOMMENDATION:

The Public Works Department recommends that the City Council award the bid for catch basin cleaning to the low bidder, Taplin Group, for fiscal years 2026, 2027 and 2028 at the unit prices shown on the bid tabulation. It is also recommended that the City Council authorize the City Manager to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Tuesday, January 27, 2026, the City received six bids for catch basin cleaning. Invitations to bid were sent to twenty-three prospective bidders, and bid specifications were sent to eight pre-qualified bidders. Taplin Group was the low bidder. The unit cost of $97.00 per local street catch basins is a decrease of 7.5% and the unit cost of $110.00 per major street catch basins is an increase of 4.5% from the previous bid (December 2022).

Catch basin cleaning and inspection is required as part of the City's state-issued stormwater permit. Catch basins retain solids and organic material that originate from roads and parkways. If the material is not removed, it is transported to local waterways, contributing to pollution of these ecosystems. By proactively cleaning and inspecting the catch basins, the City decreases the risk of street flooding and storm sewer failures. This eliminates the additional labor, equipment and material costs that occur during emergency repairs.

BUDGET IMPACT:

The Public Works Department anticipates spending approximately $100,000 on catch basin cleaning this fiscal year. Due to new state requirements regarding the frequency in which catch basins are required to be cleaned, expenditures in fiscal years 2027 and 2028 are expected to

increase to approximately $300,000. Sufficient funds have been budgeted in the Solid Waste Disposal Services account.

TABULATION:

CITY OF WYOMING

TABULATION OF BIDS

FOR CATCH BASIN CLEANING - BID # 2315

OPENED BY THE CITY CLERK ON JANUARY 27, 2026 AT 11:00 A.M. O'CLOCK

Bidder	2025 - 2026		2026 - 2027		2027 - 2028	
	Local Streets Unit Cost	Major Streets Unit Cost	Local Streets Unit Cost	Major Streets Unit Cost	Local Streets Unit Cost	Major Streets Unit Cost
Dover Environmental	$ 475.00	$ 525.00	$ 475.00	$ 525.00	$ 475.00	$ 525.00
Pipeline Management Company	$ 254.00	$ 454.00	$ 254.00	$ 424.00	$ 254.00	$ 454.00
Plummer's Environmental Services	$ 145.00	$ 145.00	$ 145.00	$ 145.00	$ 145.00	$ 145.00
Powervac of Michigan	$ 118.00	$ 123.00	$ 118.00	$ 123.00	$ 118.00	$ 123.00
Rogue Industrial Services	$ 114.00	$ 114.50	$ 114.50	$ 114.50	$ 114.50	$ 114.50
Taplin Group	$ 97.00	$ 110.00	$ 99.91	$ 113.30	$ 102.91	$ 116.70

Attachment(s):
Contract – Taplin Group

CONTRACT FORM

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance, and other required documents, the City Manager and City Attorney will sign this contract form. A copy will be provided to Contractor.

City Standard Contract for Catch Basin Cleaning (2026 – 2028)

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

"Contract Documents" means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

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

"Contractor" means:

Taplin Group, LLC
LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Limited Liability Company - Michigan
FORM OF BUSINESS & STATE IN WHICH FORMED – e.g. partnership, corporation, limited liability company, professional corporation & the state in which it was formed

5140 W Michigan Ave
ADDRESS

Kalamazoo	MI	49006
CITY	STATE	ZIP CODE

"Effective Date" means the day after the date the Contract is approved by the City Council and the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay Contractor in accordance with the Contract Documents.
3. Waived or modified specifications are as follows:

   None
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming:

By: _____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form: _____
Gregory T. Stremers, City Attorney

Contractor:

Taplin Group, LLC
[Type or print Contractor's name]

By: _____
Signature for bidder

Cathy Rhodes
Printed name of person signing for bidder

Controller
Title of person signing for bidder

Date signed: January 26th, 2026

02/02/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A PROPOSAL FOR WATER AND SEWER WHOLESALE RATE ESTIMATING AND RECONCILIATION ASSISTANCE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Stantec Consulting Services, Inc. to provide water and sewer wholesale rate estimating and reconciliation services through December 31, 2027, and review and update the wholesale sewer rate model for not-to-exceed price of $99,809.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Stantec Consulting Services, Inc. to provide water and sewer wholesale rate estimating and reconciliation services.
2. City Council authorizes the City Manager to sign the contract.
3. City Council authorizes the City Manager to accept future renewals in accordance with budget authorization.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: February 2, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Unit Price Sheet

CITY OF WYOMING | PUBLIC WORKS

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

Staff Report

Date: January 22, 2026

Subject: Water and Sewer Wholesale Rate Estimating and Reconciliation Assistance

From: Aaron Vis, Director of Public Works

Meeting Date: February 2, 2026

RECOMMENDATION:

It is recommended that the City Council accept a proposal from Stantec Consulting Services, Inc. to provide water and sewer wholesale rate estimating and reconciliation services through 2027 and review and update the wholesale sewer rate model for a not-to-exceed price of $99,809, and authorize the City Manager to approve future contract amendments for related work consistent with budgetary authority.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship

DISCUSSION:

In 2023, the City awarded the low bid for a Water and Sewer Rate study to Stantec Consulting Services, Inc. (Stantec). The scope of work surrounding that bid involved water wholesale rate development and contract assistance. It also included retail water and sewer annual rate sufficiency reviews. Stantec has substantially completed the wholesale water rate development and contract work and continues to provide the City with retail water and sewer rate assistance.

Based on our excellent experience with Stantec, a proposal was requested from them to provide both water and sewer wholesale rate estimating and reconciliation services through 2027. These efforts would include use of either the proposed or existing water wholesale rate models, depending on contract status at the time of rate development. This is an important and complicated process with significant financial impact, and given Stantec's industry experience, ability to defend the rates, and knowledge of the City's system it is recommended that they perform this work in the future.

A review and update of the existing sewer wholesale rate model was not included as part of the original 2023 scope of work. As part of this proposal, Stantec will review the wholesale sewer contracts and prepare an updated wholesale sewer rate model that will be used for the sewer rate estimating and reconciliation work. This effort is a substantial part of the proposal.

The proposal provides this assistance through 2027 and has a not-to-exceed limit of $99,809.

BUDGET IMPACT:

Adequate funds exist in the appropriate Professional Services Accounts of the Water and Sewer Funds.

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 January 20, 2026 .

Professional means Stantec Consulting Services, Inc., a New York corporation, of 475 Fifth Ave, 12th Floor, New York, NY 10017-7239.

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:

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

City will pay the Professional a fee not to exceed $99,809, plus expenses estimated as provided in the Proposal. Professional liability insurance minimum is $250,000.00.

4. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

By:_____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Stantec Consulting Services, Inc.

By: Katz, Danica Digitally signed by Katz, Danica Date: 2026.01.22 14:43:47 -05'00'
[Signature officer, director or principal of Professional]

Danica Katz, Manager
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: January 22, 20 26

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. If grant funds are withdrawn or cancelled for any reason this Contract is nullified.

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 affirms they are not on the HUD list of debarred and suspended participants. Unless waived by City's purchasing director, Professional and all subcontractors will register on the Federal SAM Registry available at: https://usfcr.com. Professional shall remain eligible for federal or state 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 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. Professional 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. Professional will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

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

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

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

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

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

5. Ethical Standards. To the best of Professional's knowledge after reasonable inquiry:

A. Professional, Professional's personnel, and any parent, affiliate, or subsidiary organization of Professional has not engaged in and will refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

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

C. Professional will immediately notify City of any subsequently discovered changes in meeting the standards in this section.

6. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall only in accordance with City Manager's prior written approval.

7. Payment to Professional.

A. Professional shall submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov) before beginning the Services.

B. Payments to Professional will be made in accordance with the Proposal. If no other terms are provided, payment of invoices to City will generally be made within 30 days after all required information is submitted and City's representative agrees the Services have been performed and deliverables received in accordance with the Proposal.

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

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

9. Taxes. City is generally exempt from federal and state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must separately to list amounts added for taxes.

9. Records. 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.

10. 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.

11. 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.

12. Disputes/Remedies. For all disputes under this contract:

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

B. A party need not follow the §13.A procedure if it previously did so regarding noncompliance with the same contract provision.

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

13. Professional Liability and Risk Allocation.

A. 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 $250,000.

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.

14. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: $2,000,000 Each Occurrence $2,000,000 Personal & Advertising Injury $2,000,000 General Aggregate $2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required $1,000,000 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.

15. General Terms.

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

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

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

EXHIBIT B
PROPOSAL

January 7, 2026

Mr. Aaron Vis
City of Wyoming, MI
1155 28th Street SW
Wyoming, MI 49509

Re: Water and Wastewater Wholesale Reconciliation & Contract Review

Dear Aaron:

As requested, Stantec Consulting Services Inc. ("Stantec") is pleased to submit this proposal to provide reconciliation and contract review support to the City of Wyoming's wholesale water and wastewater customers. Such analysis will utilize actual data provided by the City of Wyoming ("City") as well as wholesale contract information and any other data provided by the City to complete the reconciliation for each wholesale customer. In addition, Stantec will utilize existing contracts for wastewater customers to develop a rate model reflective of those contracts for use in reconciliation and estimates.

A brief description of the scope of services for this analysis is provided as Attachment A as well as Stantec's terms and conditions for this type of work.

Stantec proposes to complete the reconciliation and contract review analysis on an hourly time and materials basis, for a not-to-exceed fee of $99,809, inclusive of expenses. Stantec would seek recovery of any travel related expenses for in-person meetings, but as with our time charges on this project, Stantec will obtain authorization prior to incurring any direct expenses. Stantec will begin this analysis upon execution of this proposal and the timely receipt of necessary water and sewer actual cost and operating data from the City. Stantec will invoice monthly, based on the hours worked and the appropriate hourly rate by Stantec employee as shown on Attachment A.

Stantec looks forward to assisting the City with the reconciliation and contract review tasks. If you have any questions concerning this proposal, please do not hesitate to contact me.

Very truly yours,

Danica Katz

Danica Katz
Manager

Stantec
777 S Harbour Island Boulevard Suite 600 Tampa FL 33602-5729
Phone: (813) 269-6011; E-mail: danica.katz@stantec.com

By signing below, the City of Wyoming, MI acknowledges that it has read, accepts, and agrees to the terms and conditions attached hereto, that the terms and conditions, together with this proposal, constitute the contract, and that the City of Wyoming, MI authorizes Stantec to proceed with the services herein described.

CITY OF WYOMING, MI	**STANTEC CONSULTING SERVICES INC.**
Authorized Signature	Authorized Signature
Name	Danica Katz Name
Title	Manager Title
Date	January 7, 2026 Date

Stantec

777 S Harbour Island Boulevard Suite 600 Tampa FL 33602-5729
Phone: (813) 269-6011; E-mail: danica.katz@stantec.com

ATTACHMENT A

SCOPE OF SERVICES

Stantec will provide reconciliation and contract review support to the City's wholesale water and wastewater customers. Such analysis will utilize actual data provided by the City as well as wholesale contract information and any other data provided by the City to complete the reconciliation for each wholesale customer. In addition, Stantec will utilize existing contracts for wastewater customers to develop a rate model reflective of those contracts for use in reconciliation and estimates.

Stantec will invoice the City monthly based upon the hours worked by individual for that month multiplied by their respective hourly rate as shown below for each Stantec employee. If any travel-related expenses are incurred, those actual expenses will be invoiced as well. Please note that if this wholesale negotiation process continues into 2027, the hourly rates below will be increased by 3% for work performed after January 1, 2027, through December 31, 2027, and will increase by an additional 3% annually for work performed in each calendar year thereafter.

William Zieburtz	$400/hr.
Kyle Stevens	$300/hr.
Tracy Jarrett	$250/hr.
Danica Katz	$225/hr.
Nicolas Juliano	$200/hr.
Emily Lambert	$100/hr.

777 S Harbour Island Boulevard Suite 600 Tampa FL 33602-5729
Phone: (813) 269-6011; E-mail: danica.katz@stantec.com

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

Description of Work: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

Terms and Conditions: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

Compensation: Payment is due to Consultant within 28 days of receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting ar@stantec.com. Consultant provides no guarantee or warranty that the Client's Project requirements can be achieved within its proposed Project budget or schedule. Any services to redesign, value-engineer or make changes to the Client's Project requirements, whether for cost-saving, schedule efficiency, or otherwise, constitute additional services.

Notices: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

Termination: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

Environmental: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

Professional Responsibility: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

Indemnity: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

Limitation of Liability: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or $100,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

Documents: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be

used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

Field Services: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

Governing Law/Compliance with Laws: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

Dispute Resolution: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

Assignment: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

Severability: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

Contra Proferentem: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

Business Practices: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

Stantec

City of Wyoming, MI

Water and Wastewater Wholesale Reconciliation & Contract Review

Project Work Plan and Cost Estimate Schedule

	Project Tasks	Estimated Labor-Hours							Total Project
		Director	Technical Advisor	Managing Consultant	Project Manager	Quality & Strategic Review	Consultant	Admin	
	Resources →	Zieburtz	Stevens	Katz	Jarrett	Rao	Juliano	Lambert	
	Hourly Rates →	$375	$255	$200	$255	$300	$200	$100	
Task 1	**FY 2026 Water Reconciliation**								
1.1	Reconcile the City's wholesale estimated costs by individual customer to the actual costs each wholesale customer should have paid to the City	0	1	2	0	0	2	1	6
1.2	Meet with consultant team to review results	1	1	2	2	1	1	0	8
1.3	Prepare for and meet with City staff to review preliminary results in one virtual meeting	1	2	2	1	0	2	0	8
1.4	Make changes from feedback received during client meeting.	0	0	0	0	1	2	0	3
1.5	Prepare for and meet with City staff in a 2nd interactive virtual meeting to review revised results.	1	1	1	1	0	2	0	6
Task 2	**FY 2027 Water Estimates**								
2.1	Update of budget data and demand data to produce estimates for future rate estimates	0	1	2	0	0	2	0	5
2.2	Prepare for and meet with consultant team to review results	1	1	2	1	1	1	0	7
2.3	Makes changes from consultant team meeting	1	2	2	1	0	2	0	8
2.4	Prepare for and meet with City staff in a virtual meeting to review preliminary results	0	0	0	0	1	2	0	3
2.5	Make adjustments per input from City staff.	0	1	1	1	0	1	0	4
2.6	Prepare for and meet with City staff in a 2nd interactive virtual meeting to review revised results.	1	1	1	1	0	4	0	8
Task 3	**FY 2027 Water Reconciliation**								
3.1	Reconcile the City's wholesale estimated costs by individual customer to the actual costs each wholesale customer should have paid to the City	0	1	2	0	0	2	1	6
3.2	Meet with consultant team to review results	1	1	2	2	1	1	0	8
3.3	Prepare for and meet with City staff to review preliminary results in one virtual meeting	1	2	2	1	0	2	0	8
3.4	Make changes based on feedback received from City staff.	0	0	0	0	1	2	0	3
3.5	Prepare for and meet with City staff in a 2nd interactive virtual meeting to review revised results.	1	1	1	1	0	2	0	6
Task 4	**Wastewater Wholesale Contract Review**								
4.1	Review of existing wholesale customer contracts	2	4	16	0	0	8	0	30
4.2	Development of existing rate model as described in existing contracts	1	8	18	3	2	4	0	36
4.3	Meeting with City to review existing rate methodology in one virtual meeting	1	1	1	1	0	0	0	4
4.4	Make adjustments and refinements to existing model	2	4	12	2	2	8	0	30
4.5	Meet with City to review rate methodology alternatives and recommendations	2	2	2	2	0	0	0	8
Task 5	**FY 2026 Wastewater Reconciliation**								
5.1	Reconcile the City's wholesale estimated costs by individual customer to the actual costs each wholesale customer should have paid to the City	0	2	4	0	0	2	1	9
5.2	Meet with consultant team to review results	1	1	4	1	1	1	0	9
5.3	Prepare for and meet with City staff to review preliminary results in one virtual meeting	1	2	4	1	0	2	0	10
5.4	Make changes based on feedback received from City staff.	0	0	0	0	1	2	0	3
5.5	Prepare for and meet with City staff in a 2nd interactive virtual meeting to review revised results.	1	2	2	1	0	2	0	8
Task 6	**FY 2027 Wastewater Estimates**								
6.1	Update of budget data and demand data to produce estimates for future rate estimates	0	1	2	0	0	4	0	7
6.2	Prepare for and meet with consultant team to review results	1	1	2	2	1	2	0	9
6.3	Make adjustments per input from consultant team	1	2	2	1	0	4	0	10
6.4	Prepare for and meet with City staff in a virtual meeting to review preliminary results	0	0	0	0	1	2	0	3
6.5	Make adjustments per input from City staff.	1	1	1	1	0	2	0	6
6.6	Prepare for and meet with City staff in a 2nd interactive virtual meeting to review revised results.	1	1	1	1	0	4	0	8

Stantec

City of Wyoming, MI

Water and Wastewater Wholesale Reconciliation & Contract Review

Project Work Plan and Cost Estimate Schedule

Project Tasks	Estimated Labor-Hours							Total Project
	Director	Technical Advisor	Managing Consultant	Project Manager	Quality & Strategic Review	Consultant	Admin	
Resources →	Zieburtz	Stevens	Katz	Jarrett	Rao	Juliano	Lambert	
Hourly Rates →	$375	$255	$200	$255	$300	$200	$100	
Task 1 FY 2026 Water Reconciliation								
1.1 Reconcile the City's wholesale estimated costs by individual customer to the actual costs each wholesale customer should have paid to the City	0	1	2	0	0	2	1	6
1.2 Meet with consultant team to review results	1	1	2	2	1	1	0	8
1.3 Prepare for and meet with City staff to review preliminary results in one virtual meeting	1	2	2	1	0	2	0	8
1.4 Make changes from feedback received during client meeting.	0	0	0	0	1	2	0	3
1.5 Prepare for and meet with City staff in a 2nd interactive virtual meeting to review revised results.	1	1	1	1	0	2	0	6
Task 2 FY 2027 Water Estimates								
2.1 Update of budget data and demand data to produce estimates for future rate estimates	0	1	2	0	0	2	0	5
2.2 Prepare for and meet with consultant team to review results	1	1	2	1	1	1	0	7
2.3 Makes changes from consultant team meeting	1	2	2	1	0	2	0	8
2.4 Prepare for and meet with City staff in a virtual meeting to review preliminary results	0	0	0	0	1	2	0	3
2.5 Make adjustments per input from City staff.	0	1	1	1	0	1	0	4
Task 7 FY 2027 Wastewater Reconciliation								
7.1 Reconcile the City's wholesale estimated costs by individual customer to the actual costs each wholesale customer should have paid to the City	0	2	4	0	0	2	1	9
7.2 Meet with consultant team to review results	1	1	4	1	1	1	0	9
7.3 Prepare for and meet with City staff to review preliminary results in one virtual meeting	1	2	4	1	0	2	0	10
7.4 Make changes based on feedback received from City staff.	0	0	0	0	1	2	0	3
7.5 Prepare for and meet with City staff in a 2nd interactive virtual meeting to review revised results.	1	2	2	1	0	2	0	8
Task 8 Reports								
8.1 Prepare a Draft Technical Memo of the results of the 2026 and 2027 water reconciliation and estimates analysis.	2	2	8	4	4	8	1	29
8.2 Prepare a Draft Technical Memo of the results of the 2026 and 2027 wastewater reconciliation and estimates analysis.	2	2	8	4	4	8	1	29
8.3 Review Draft Technical Memo with City Staff and incorporate any revisions into a Final 2026 and 2027 Water Reconciliation and Estimates Memo.	2	2	4	2	2	4	0	16
8.4 Review Draft Technical Memo with City Staff and incorporate any revisions into a Final 2026 and 2027 Wastewater Reconciliation and Estimates	2	2	4	2	2	4	0	16
Total Estimated Labor Hours	35	63	131	43	28	110	6	416
Total Estimated Fee	$13,125	$16,065	$26,200	$10,965	$8,400	$22,000	$600	$97,355
Total Estimated Expenses								$2,454
Subconsultant Fees								$0
Total Estimated Project Cost								**$99,809**

02/02/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO AWARD A BID FOR WASTEWATER TREATMENT PLANT (WWTP) PRIMARY CLARIFIER EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, on December 23, 2025, the City accepted bids for WWTP primary clarifier equipment.
2. It is recommended City Council accept the bid from Monroe Environmental Corporation in the total amount of $1,397,400.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts the bid from Monroe Environmental Corporation for the WWTP primary clarifier equipment.
2. City Council authorizes the City Manager to sign the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: February 2, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Recommendation Letter
Contract

CITY OF WYOMING | PUBLIC WORKS

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

STAFF REPORT

Date: January 12, 2026

Subject: Wastewater Treatment Plant Primary Improvements Equipment Procurement

From: Jon Burke, WWTP Superintendent

CC: Aaron Vis, Director of Public Works

Meeting Date: February 2, 2026

RECOMMENDATION:

It is recommended that the bid for primary clarifier equipment procurement be awarded to Monroe Environmental Corporation in the amount $1,397,400.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Primary clarification is the second step in the wastewater treatment process, where heavier solids settle out in large tanks before the wastewater proceeds to aeration basins for further treatment. The WWTP has four tanks, called primary clarifier tanks, to accomplish this process. Two of the primary clarifiers are original to the 1962 WWTP and the other two were constructed in the early 1970's and are thus over or near 60 years in age. All four tanks have had minor repairs since their construction. In 2011, due to a consent order from the State of Michigan to address odors coming from the tanks, covers were installed over the tanks. While the covers do help with the odor issues, they also create an atmosphere that causes increased corrosion of the equipment above the water line and below the top of the tank cover.

In 2024, the tanks were drained and covers were removed so that an inspection could be performed. Moore + Bruggink was retained to provide this inspection, and a final report indicated that the concrete structures were in overall good condition. However, the inspection also found that much of the metal mechanisms, baffling and weirs were nearing the end of their useful lives and needed to be replaced. Additionally, much of the interior tank coating was failing and also needed to be replaced. The inspection and report concluded that repairs were necessary.

On July 21, 2025, the city awarded a bid to Fishbeck to research equipment, design the improvements, and provide project oversight to make sure the repairs are completed properly. Over the past six months, a design was developed, and an approved vendor list was created to ensure that the city would receive the correct material for this particular application. While the design process was still under way, it was decided that equipment procurement would be handled separately due to long delivery times. Bids were solicited from five manufacturers that could meet the specifications for the required equipment. Bids were opened by the Clerk's office on December 23, 2025, with four of the five manufacturers responding. The results were as follows:

TABULATION:

Zima Corporation – Kusters Water Division	$1,212,092.00
Monroe Environmental Corporation	$1,397,400.00
Walker Process Equipment Division of McNish LLC	$1,535,000.00
Westech Engineering, LLC	$1,722,700.00

After thorough review of the bids, meetings with the two lowest bidders, and complete reference check of both companies completed by Fishbeck, it was determined that the lowest bidder did not provide a package that met the specifications outlined in the bid document. Therefore, along with a recommendation letter from Fishbeck, city staff are recommending awarding the bid to Monroe Environmental Corporation. Monroe is a Michigan based company, which should simplify any need for additional visits to the WWTP during the build phase or if any issues arise during installation next year.

Staff are continuing to work with Fishbeck to finalize the construction bid specifications. It is expected that this bid will be issued this spring with construction starting late fall of 2026. The current engineering estimate for the construction aspect of this work is $5M. When added to the equipment costs as noted in this bid award, the current total estimated cost for the primary tank improvement project is $6.4M.

ATTACHMENTS:

Recommendation letter from Fishbeck

Monroe Environmental Corporation signed contract

BUDGET IMPACT:

This project was anticipated and included in the FY26 and FY27 annual budgets. The recent sewer bond sale included proceeds to be used for the headworks improvement project and also to fund this equipment portion of the primary improvements project. The actual construction work for the primary improvements will be funded with cash.

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

January 8, 2026
Project No. 2501312

Jon Burke
City of Wyoming WWTP Superintendent
250 Ivanrest Avenue SW
Wyoming, MI 49418

Bid Evaluation for City of Wyoming Primary Clarifier Improvements
Center Feed Clarifier Equipment Procurement

Fishbeck has reviewed the bids for the center feed clarifier equipment procurement received by the City on December 23, 2025, at 11:00 a.m. local time. Four bids were received. All bids were received by the City and were opened publicly and read aloud.

A tabulation of the opened bids is included in Table 1. Responsive bids ranged from $1,212,092.00 to $1,722,700.00. The two low bids differed by $185,308.00, or approximately 15%.

Table 1 – Bid Tabulation

Bidder	Cost
Zima Corporation – Kusters Water Division	$1,212,092.00
Westech Engineering, LLC	$1,722,700.00
Walker Process Equipment Division of McNish LLC	$1,535,000.00
Monroe Environmental Corporation	$1,397,400.00

The low bid was received from Zima Corporation – Kusters Water Division (Kusters) from Spartanburg, SC. The next lowest bid was received from Monroe Environmental Corporation (Monroe) from Monroe, MI. The Engineer's opinion of probable cost for the equipment was $1,584,000.

Each bidder provided references with their bids. Several listed references from Kusters were contacted directly by Fishbeck. One of the references has four clarifiers of similar size to the Wyoming primary clarifiers. This Owner noted that they have had some issues with ice causing the clarifiers to experience high torque and noted that, despite the clarifiers being installed during the COVID-19 pandemic, there were not any issues with startup. The other reference has four primary clarifiers of similar size to the Wyoming primary clarifiers. This project is still in construction. The Owner noted that the clarifiers use stainless steel components above the water line and uses similar mechanical drives to those specified for the Wyoming clarifiers. The owner noted that multiple clarifiers have had structural failures in the truss arms, believed to be a design failure. According to this owner, Kusters has redesigned the trusses and is working with the installing contractor to have equipment repaired and reinforced.

Fishbeck and the City conducted a review of the bid packages from Kusters and Monroe and developed a list of questions for each bidder. These questions were provided to the bidders prior to conducting separate post-bid interviews with each bidder.

The bid from Kusters included technical discrepancies from the bidding documents including providing access bridges rather than center pier supported clarifier equipment, cast iron drive bodies rather than a 316 stainless steel drive bodies, and providing auto-flush valves on the scum troughs rather than pipe connections to the scum troughs. Additionally, the proposal included administrative discrepancies from the bidding documents, including

exceptions to the liquidated damages terms, proposed alternate payment terms, different equipment warranty terms, and a 30-day bid hold time rather than the required 90-day bid hold time. The proposal also included a clause that would allow for cost escalation for tariff surcharges. During the post-bid interview and in written follow up provided after the post-bid interview, Kusters has indicated that they will meet the bidding specifications for the price indicated in their bid form. Kusters has also provided redline markups of the City Contract Standard Terms and Conditions and general arrangement drawings.

The Monroe bid did not include any noted discrepancies from the bidding documents. The questions provided were largely intended to confirm if Monroe had a clear understanding of the project. Monroe provided positive response to these questions and appears that their bid fully meets the bidding documents. Monroe had included an escalation clause that would allow for cost escalation for "extreme market volatility." During the post-bid interview and in writing following the post-bid interview, Monroe has agreed to remove this clause for this project.

Both Kusters and Monroe have indicated that they can meet or improve upon the schedule as provided in the bidding documents. Monroe has indicated that they can coordinate equipment delivery with the construction schedule.

Based on our evaluation of the bids, bidders, supporting documentation and post bid evaluations, we find that Kusters and Monroe to be qualified to complete the Work. We understand that the City views the discrepancies in the bid from Kusters to be significant and views the bid from Kusters as nonconforming. As such, we recommend that the City award the equipment procurement to Monroe in the amount of $1,397,400.00.

This procurement is recommended as a separate contract from the overall primary clarifier construction contract to expedite equipment delivery and maintain the construction schedule. Procuring the center feed clarifier equipment now will enable start of construction in the spring of 2027.

To meet the delivery and construction timelines, the procurement contract would be executed by the City and a Notice of Award issued to Monroe. The initial payment of $139,740.00 (10%) would be issued following Fishbeck's approval of the shop drawings. The remaining payments totaling $1,257,660.00 would be issued upon completion of each subsequent milestone. It is assumed that the City will reassign the procurement contract to the contractor awarded the primary clarifier construction contract prior to delivery, and that the remaining payments will be made through that contract.

This evaluation is submitted for the City's review and consideration.

If you have any questions or require additional information, please contact me at 616.464.3848 or jredner@fishbeck.com.

Sincerely,



Joshua W. Redner, PE
Senior Water and Wastewater Engineer

By email
Copy: Dan Kleinheksel, City of Wyoming
Josh Juhl, Fishbeck

MONROE ENVIRONMENTAL
Liquid Clarification & Air/Gas Cleaning Systems

Monroe Environmental Proposal # 15435

Primary Clarifier Improvements – Center Feed Clarifier Equipment Procurement

End User: City of Wyoming, MI

Prepared For:	
City of Wyoming WWTP **2350 Ivanrest Ave SW** **Wyoming, MI 49418**	Jon Burke City of Wyoming, MI
Prepared By:	
Monroe Environmental Corp. 810 West Front St. Monroe, MI 48161	Patrick Wright Sales & Applications Engineer (734) 342-2122 pwright@mon-env.com

Enclosures in this Bid Package

- **Completed City of Wyoming Bid/Proposal Form**
- **Monroe Environmental Proposal #15435**
- **Monroe Environmental Clarifier Retrofit Brochure**
- **Monroe Environmental Representative Customers & Clients List**

MONROE ENVIRONMENTAL
Water & Wastewater Treatment | Air Pollution Control
Registered
ISO 9001:2015
ISO 14001:2015
www.mon-env.com
810 West Front St., Monroe, MI 48161 USA • Phone: 734-242-7654 or 1-800-992-7707 • sales@mon-env.com

City of Wyoming, Michigan
1155 28th Street SW
Wyoming, MI 49509

December 22, 2025

Attention: Jon Burke

Reference: Request for Quotation
Monroe Environmental API Oil/ Water Separator
M.E.C. Quote # 15435

Dear Mr. Burke,

Per our recent discussions and ongoing collaboration, Monroe Environmental is pleased to provide this proposal to design and supply (4) Ø100' Monroe Circular Clarifier internals to retrofit the existing primary clarifiers at the City of Wyoming, MI wastewater treatment plant.

Monroe Environmental is a leading provider of water/wastewater treatment systems and services. As a testament to our outstanding reputation, some of the most prestigious companies in the world routinely turn to Monroe to solve their most challenging water treatment and air pollution control problems. A list of past customers can be found as an attachment at the end of this proposal package.

We are committed to making the project a complete success. If Monroe is selected, the City of Wyoming will receive the highest level of engineering, technical, and on-site support in the country. It is a core value of ours to maintain an intense customer focus and ensure our priority is satisfying your expectations and project needs. Our lead clarifier field engineer, Larry Abrams, is simply the best clarifier installer/assembler in the country with hundreds of clarifiers and separators fabricated and installed over the past 30 years. Larry and Monroe have numerous successful clarifier retrofits at facilities across North America.

Thank you for the opportunity to provide a proposal for this system. Please let me know if you have any questions or clarifications regarding our proposal or capabilities.

Sincerely,
Monroe Environmental

Patrick Wright
Sales & Applications
Email: pwright@mon-env.com
Phone: 734-342-2122

CITY OF WYOMING

REQUEST FOR BIDS/PROPOSALS

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

Primary Clarifier Improvements – Center Feed Clarifier Equipment Procurement

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

DUE DATE AND TIME

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

Due date and time:	**Tuesday, December 23, 2025, 11:00 a.m., local time**
Place:	**Wyoming City Clerk's Office** **Wyoming City Hall** **1155 28th Street SW** **Wyoming, MI 49509-0905**

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

All bids/proposals must include the fully signed Bid/Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: "Bid/Proposal for Primary Clarifier Improvements – Center Feed Clarifier Equipment Procurement."

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

PRE-BID MEETING

A pre-bid meeting will not be held.

QUESTIONS, INTERPRETATIONS AND ADDENDA

Questions about or requests for interpretation of this request for bids/proposals, any of the plans and specifications, or any bid/proposal requirements may be directed via e-mail to jon.burke@wyomingmi.gov. No questions or interpretations will be issued later than 4 days before the due date for bids. Questions will not be answered by phone or in other oral communication. City will endeavor, but is not required to, email a copy of any addenda, answers to questions or interpretations that may be of general interest to potential bidders/proponents who have provided a valid email address and requested notification of this specific bid/proposal via City's e-Bidder system. Addenda will also be available on City's website and at City's Purchasing Department, 1155 28th Street SW, Wyoming, MI 49509.

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

BID/PROPOSAL REQUIREMENTS

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

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

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

1. Reviewing and being familiar with this request for bid/proposal and all plans and specifications, including any issued addenda and any interpretations, and attending any pre-bid meeting. Addenda to and interpretations of this request for bids/proposals will be posted on City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids/proposals.
2. Reviewing the plans and specifications to determine if Davis-Bacon Act or other prevailing wage requirements, low- and moderate-income worker, women and minority owned business, Buy America, or other requirements apply.
3. Reviewing standard terms and conditions and, if provided, the contract that will be signed.

4. If applicable, being familiar with the Work site and Work site conditions.
5. In submitting a bid/proposal, the proponent accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.
6. Specifications and plans referred to in this bid/proposal document are for reference only and need not be returned with the bid/proposal. They will, however, be part of the contract documents.

ALL BIDS/PROPOSALS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder/proponent.
3. Include the bid/proposal form and all other required forms fully completed and signed, including any detailed pricing information.
4. Be received by the date and time specified on page one of this bid/proposal document.
5. Be in a sealed envelope labeled as required on page one of this bid/proposal document.
6. Include a cover letter that lists all enclosures.
7. Include the original signature(s) of one or more individuals authorized to bind the proponent.
   A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.
   B. Businesses must also provide the state in which they were organized, *e.g.*, Michigan, Delaware, etc. and the type of entity, *e.g.*, corporation, partnership, limited liability company, limited partnership, or other business form.
   C. Both the bid/proposal and contract must be signed by an individual with the authority to bind the bidder/proponent. If there is a question about signing authority, City may seek verification of that authority.
8. Include any bid bond or other security required by the specifications.
   A. The bid bond (if required) must be signed by the bidder/surety with the signature of an individual(s) authorized to bind the bidder and surety.
   B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
9. Include prices meeting the following requirements:
   A. Prices must be stated in units of quantity specified in the plans, specifications, and request for bid/proposal. In case of any discrepancy in amounts in the bid/proposal, the quoted unit price will govern.
   B. If a lump sum bid price is requested, the bidder/proponent shall submit a lump sum price for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than items the plans and specifications indicate will be separately purchased. If any items, accessories, or groups of items required to perform the work specified are not specifically indicated in the plans and specifications, the successful bidder/proponent must furnish those items, accessories, or groups of items, and include them in the lump sum bid price submitted.
   C. If the proposal is for professional or other services provided under a retainer and there are exceptions to what the retainer covers, those exceptions must be specifically stated. If professional or other services are to be provided on an hourly basis, the hourly rate(s) should be specified, and billing must be in 1/10 hour increments. If the proposal is for a not-to-exceed amount, that must be stated.
   D. If the bid or proposal is for a fixed fee or not-to-exceed amount and site visits, meeting attendance, or other items are to be limited, that limitation must be clearly stated.
   E. If incidental costs are to be charged in addition to other amounts, those costs to be charged, including any multipliers and mark-ups, must be clearly listed.

F. If travel costs are to be charged in addition to other amounts, the basis for such expenses shall be stated. City reserves the right to require City pre-approval of lodging, transportation, and other travel costs.

G. Bid prices for equipment, goods or other items must include all delivery charges.

10. If required by the specifications, include:

    A. The manufacturer and/or model number(s) of specified equipment.

    B. The warranties or guarantees provided for any work, equipment, and other items.

    C. The number of calendar days required for delivery of any equipment, goods, or other items.

11. Include a proposed schedule for beginning and completing all Work in accordance with the plans and specifications. The schedule may propose specific dates or may be a timeline based on the date(s) of the contract award and notice to proceed. If the bid/proposal is only for the purchase of goods or equipment and does not include any Work, the delivery time must be provided as stated in 10.C above.

12. Identify any part of the specifications, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified. If modifications are requested, the bid/proposal must include the proposed language for the requested modification.

13. Include the names, addresses, and other contact information for, and responsible contacts for each subcontractor or consultant the proponent will use for the Work. City reserves the right to approve or disapprove of all subcontractors and consultants.

14. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list and information for key personnel of the proponent who will be involved in the Work.

15. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list of similar projects, services, or work the proponent has provided within the last 5 years including:

    A. The name(s) of the proponent's client(s) or customer(s),

    B. A description of the work performed,

    C. A description of the overall project,

    D. The date(s) the proponent performed the work, and

    E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.

16. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a detailed description of the proponent's experience, expertise, personnel, equipment, and other capabilities for performing the work as required by the specifications.

17. Identify and provide e-mail, telephone, and cell phone information for one or more of the proponent's personnel familiar with the bid/proposal and, if the bid/proposal includes Work (and not just for the purchase of goods or equipment), the proponent's work on similar endeavors who is authorized to speak for the proponent.

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

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

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

CITY'S RESERVATION OF RIGHTS

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

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of a proponent/contractor to comply with the specifications.
2. Reject any or all bids.

3. Waive any irregularities, nonconformities, or technicalities of any bid.
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved by using quoted unit prices.
5. Review the experience, qualifications, and other information about any proponent and any identified subcontractor or consultant submitted as part of the bid/proposal.
6. Inquire of others about any bidder/proponent, identified subcontractor(s) or consultant(s), and their personnel.
7. Require background checks of the personnel of any proponent or identified subcontractor or consultant of any proponent to be undertaken at the expense of the proponent.
8. Negotiate with one or more selected proponent(s).
9. Award the bid and/or contract in a manner and to such proponent as deemed to be in City's best interests.

General Description of Consideration Process

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

Consideration Factors

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

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

1. Legal Compliance. Contractor, all Contractor's subcontractors and suppliers, all Contractor's consultants, and all their respective personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules, and regulations.
2. Permits and Inspections. Unless the plans and specifications or the submitted bid/proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.
3. Grant Compliance. If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract. If grant funds are withdrawn or cancelled for any reason this Contract is nullified.

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

        1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2025 (it may be updated),

that is General Decision Number MI20250088 dated 01/24/2025, https://sam.gov/wage-determination/MI20250088/1.

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

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

B. If the Request for Bids/Proposals indicates they are applicable, Contractor shall fully comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example and not for limitation, all employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

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

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

D. Neither Contractor nor any of its subcontractors is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

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

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

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

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

engaged individuals speak English less than very well, Contractor must use language assistance services in communications.

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

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

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

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

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

A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the contract.

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

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

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

8. Payment to Contractor.

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

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

C. Payment disputes will be resolved as provided in the contract. Unless other provisions apply, City will pay the undisputed amount and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications, or contract call for the use, installation, or acquisition for City use of any materials, equipment, supplies or other items:

A. Unless otherwise stated in the plans, specifications, or bid/proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.

B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a desired design, type of construction, quality, functional

capability, and/or performance level. When alternates are bid, they must be identified by manufacturer, stock number, and other information necessary to establish equivalency. City will be the sole judge of equivalency.

C. City reserves the right to request samples. Contractor shall provide requested samples to City at Contractor's expense within 10 days of bid opening. Samples will not be returned.

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

E. If quantities are listed in the request for bids/proposals, the quantities are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

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

G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules and regulations applicable to such disposal. Contractor will retain and, upon request, provide the City copies of any required manifest or other disposal documentation.

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

12. Access to Work. City personnel, City's design professional(s), and City representatives will always have access to all parts of the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.

13. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department.

    A. Invoices must be separated to show the amount added for taxes of any kind if applicable.

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

    C. On construction projects state sales taxes are applicable on materials only.

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

15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:

    A. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent.

    B. This contract will be binding on Contractor's successors and permitted assigns.

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

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

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

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

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

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

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

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

    F. Discrepancies in Plans and Specifications

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

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

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

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

18. General Terms.

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

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

    C. The contract is made in Kent County, Michigan.

    D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.

    E. Reference by office to any City officer includes that City officer's designee(s).

CITY OF WYOMING

RISK ALLOCATION AND INSURANCE

1. Risk Allocation.

   A. Contractor is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) for any injuries or property damage suffered by Contractor or Contractor's officers, employees, subcontractors and consultants while providing the items under this Contract.

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

2. Insurance.

Insurance Levels and Coverages

The following coverage is required unless an exception is made as provided above:

Commercial General Liability Coverage ("GLC")

Low Hazard Activities

$1,000,000 per occurrence and $1,000,000 in the aggregate.

Hazardous Activities

$3,000,000 per occurrence and $3,000,000 in the aggregate.
If the project cost exceeds $20,000,000, then this should be $5,000,000 per occurrence and $5,000,000 in the aggregate.
If the project cost exceeds $50,000,000, then this should be $10,000,000 per occurrence and $10,000,000 in the aggregate.

High-Hazard Activities

$5,000,000 per occurrence and $5,000,000 in the aggregate.
If the project cost exceeds $30,000,000, then this should be $10,000,000 per occurrence and $10,000,000 in the aggregate.

Automobile Liability Insurance

Low Hazard Activities

$1,000,000 per occurrence and $1,000,000 in the aggregate.

Hazardous Activities

$3,000,000 per occurrence and $3,000,000 in the aggregate.
If the project cost exceeds $50,000,000, then this should be $5,000,000 per occurrence and $5,000,000 in the aggregate.

High-Hazard Activities

$5,000,000 per occurrence and $5,000,000 in the aggregate.

Environmental/Pollution Liability Insurance

Required if there is a possibility of air, water, or soils pollution – *e.g.*, if a soil erosion control permit or silt fence is required, the contractor will have tanks on site with fuel or other hazardous substances, asbestos or other air contaminants could be involved, the work site is subject to a restrictive covenant or other environmental regulation, work involves a sanitary sewer, dewatering of possibly contaminated groundwater will occur, or work involves any materials the release of which requires reporting and remedial action. $2M required.

Owners Contractor Protective Coverage

If the contract exceeds $5,000,000 or 6 months. ·

Builders Risk Property Insurance

If materials will be delivered and kept on the site or stored before installation.

Evaluating Risk Levels

The following criteria are intended to assist in evaluating levels of risk and appropriate minimum insurance requirements to be included in bid specifications and in the resulting contracts.

Low Hazard Activities

1. Sidewalk snowplowing or street snowplowing with a pick-up or similarly sized vehicle.
2. Work that is not a hazardous or highly hazardous activity.
3. Project is less than $250,000 in total cost, may meet the hazardous activity criteria, but director of bidding/overseeing department, purchasing director and city attorney agree is not a hazardous activity due the size and scope or is otherwise in the city's best interests.

Hazardous Activities

1. Excavation if any of the following are apply:
   A. It involves heavy equipment (anything larger than a "bobcat");
   B. It includes a trench exceeding 3 feet in depth;
   C. It is in proximity to any utility line; or
   D. It is within a public right-of-way.
2. Work at any height over 10 feet if a resulting fall may exceed a total of 10 feet (such as along an embankment, atop a ledge, etc.), or if any of the following apply.
   A. It includes work from an extension ladder;
   B. It includes work from a "cherry picker" or "boom truck;"
   C. It requires a safety harness to prevent falls;
   D. It requires stepping off a step ladder onto an elevated surface; or
   E. It is in proximity to overhead wires.
3. Use of any power saws (including, for example, band saws, circular saws, saber saws, table saws, chain saws, reciprocating saws, miter saws, pole saws) etc.) or other powered cutting equipment.
4. Electrical work beyond changing of bulbs and routine maintenance or wiring of 110-volt electrical sockets, a single light fixture, connection of proprietary controls (such as, for example, for an underground sprinkling system, an overhead door, or security system), when power is turned off at the breaker.
5. Work in a confined space.

6. Work, other than sidewalk snowplowing or street snowplowing with a pick-up or similarly sized vehicle in a right-of-way which is not wholly closed to all traffic (vehicular and pedestrian).
7. Uses a vehicle for which a CDL license is required or any heavy, self-propelled equipment (larger than a bobcat).
8. Use of a liquid, semi-liquid or gaseous material for which use of masks, respirators, other breathing equipment, rubber or other protective gloves, or specially-protective clothing is required or recommended. (This does not include normal painting with latex or standard oil-based paint is used.)
9. Requires ground penetration in proximity to underground utility lines (including activities such as using power equipment for driving in or digging holes for fence or signposts and similar activities.)
10. Is in proximity to a railroad line, natural or other gas line, electric power pole or line, telecommunications line, sanitary sewer line, or public water line that could be affected by or will constrain the activity.
11. Work on a site subject of environmental restrictive covenants or other environmental regulation.
12. Directional drilling under a driveway more than 25-feet in width, a street, a highway, or a railroad.
13. Is close enough to any structure to require shoring, bracing or lateral support.
14. Involves the demolition, dismantling, felling, installing, planting, erecting, or construction of any building, structure, pole, tree or sign exceeding 15 feet in height or within 15 feet of another building, structure, pole or tree that exceeds 15 feet in height.
15. Includes the use of heavy crushing, pulverizing, grinding, or chipping equipment.

High-Hazardous Activities

1. Use of any flammable liquid, semi-liquid or gaseous materials.
2. Requires carrying or use of firearms.
3. Includes the use of any explosives.
4. Requires special precautions to avoid the escape from the site of particles (such as asbestos), vapors, gasses or liquids or require standby fire personnel to address fire or explosions.

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: $2,000,000 Each Occurrence Limit $2,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials.. Amount required $2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

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

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

C. Upon the City's request, Contractor must prove that all subcontractors performing Work have the same types and amounts of coverage required of Contractor or that subcontractors are included under Contractor's policy.

D. All insurance providers shall be rated "A" rated or better by the A.M. Best Company.

E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

BONDS AND LIENS

1. Bid Bond.

   A. A bid bond is not required for this project.

2. Payment Bond.

   A. Payment bonds are required for any contract exceeding $50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must be in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.

   B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

3. Performance Bond.

   A. Performance bonds are required for any contract exceeding $50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.

   B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

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

SPECIFIC REQUIREMENTS

The Primary Clarifier Improvements – Center Feed Clarifier Equipment Procurement generally includes the procurement of center feed clarifier equipment as described in the Procurement Specifications.

Technical and specific specifications are included in the Procurement Specifications.

Bidding requirements are included here within.

Payments for the project are to be made from City funds without funding from federal, state, county, or philanthropic grant funds.

Project schedule requirements are provided in the Procurement Specifications, Division 00, specification section "Agreement".

Site access limitation and working days/hours are described, where applicable in the Procurement Specifications.

Payment Procedures and liquidated damages are described in the Procurement Specifications, Division 00, specification section "Agreement".

Center Feed Clarifier Equipment warranty information is described in the Procurement Specification, Division 46, specification section "Center Feed Clarifier Equipment".

Refer to attached reference drawing R101 for existing clarifier equipment. Field verify all information provided.

CITY OF WYOMING

BID/PROPOSAL FORM

Bid/Proposal for Primary Clarifier Improvements – Center Feed Clarifier Equipment Procurement

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

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

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

Is the bidder a:	YES	NO
Section 3 Certified Contractor?	☒	☐

If yes, DUNS #: 06-371-2798

Are you, or the business owner related to an elected official or employee of the City?	☐	☒

If yes, list individuals' name(s) and relationship(s):

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:	YES	NO
Woman Owned Company?	☐	☒
Minority Owned Company?	☐	☒

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

Monroe Environmental Corporation

BID/PROPOSAL FORM CONTINUED

A lump sum bid price shall be submitted for furnishing the Goods and Special Services specified herein. If any items, accessories or groups of items required to furnish the Goods and Special Services specified herein are not specifically indicated herein, it shall be the bidder's responsibility to furnish said items, accessories or groups of items, and include them in the lump sum bid price submitted.

State bid price as per the specifications included herein. $ 1,397,400.00

State the brand/model (required): (4) Monroe Environmental CIR-100 Circular Clarifier Internals

Includes NEMA 4X Local Control Panels & Installation Inspection Visits

Reminder: All warranties must be included with bid/proposal.

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

Monroe Environmental Corporation



Bid/Proposal Form Continued

Monroe Environmental Corporation
[Proponent's Complete Business Name]

N/A
[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Adam Pace, Director of Sales & Strategic Planning
[Printed name and title of person signing]

Patrick Wright, Sales & Applications Engineer
[Printed name and title of 2nd person signing]

Date signed: 12/19/25

810 W. Front Street
[Proponent's street address]

734-242-7654
[Proponent's business phone]

Monroe MI 48161
[City] [State] [Zip]

734-625-5785 (Adam Pace), 734-790-9999 (Patrick Wright)
[Cell phone number(s) of person(s) signing for proponent]

apace@mon-env.com (Adam Pace), pwright@mon-env.com (Patrick Wright)
[E-mail address(s) of person(s) signing for proponent]

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

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: Jan 20, 2026.

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

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

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

Supplier means: Monroe Environmental
[Name of supplying entity]
A Michigan Corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
810 W. Front Street
[Supplier's street address]
Monroe, MI 48161
[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: None.
4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations, or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Supplier.

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

City of Wyoming

By: _____
John Shay, City Manager

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Supplier: MONROE ENVIRONMENTAL

By: Adam Pace
[Signature officer, director, or principal of Supplier]
ADAM PACE
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: January 13, 2026

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

19. 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.

20. 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.

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

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

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

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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

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

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

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

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

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

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

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

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

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: $2,000,000 Each Occurrence Limit $2,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required $2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

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).

MONROE ENVIRONMENTAL
Liquid Clarification & Air/Gas Cleaning Systems

Monroe Environmental Proposal # 15435

Primary Clarifier Improvements – Center Feed Clarifier Equipment Procurement

End User: City of Wyoming, MI

Prepared For:	
City of Wyoming WWTP **2350 Ivanrest Ave SW** **Wyoming, MI 49418**	Jon Burke City of Wyoming, MI
Prepared By:	
Monroe Environmental Corp. 810 West Front St. Monroe, MI 48161	Patrick Wright Sales & Applications Engineer (734) 342-2122 pwright@mon-env.com

Enclosures in this Bid Package

- **Completed City of Wyoming Bid/Proposal Form**
- **Monroe Environmental Proposal #15435**
- **Monroe Environmental Clarifier Retrofit Brochure**
- **Monroe Environmental Representative Customers & Clients List**

MONROE ENVIRONMENTAL
Water & Wastewater Treatment | Air Pollution Control
Registered
ISO 9001:2015
ISO 14001:2015
www.mon-env.com
810 West Front St., Monroe, MI 48161 USA • Phone: 734-242-7654 or 1-800-992-7707 • sales@mon-env.com

City of Wyoming, Michigan
1155 28th Street SW
Wyoming, MI 49509

December 22, 2025

Attention: Jon Burke

Reference: Request for Quotation
Monroe Environmental API Oil/ Water Separator
M.E.C. Quote # 15435

Dear Mr. Burke,

Per our recent discussions and ongoing collaboration, Monroe Environmental is pleased to provide this proposal to design and supply (4) Ø100' Monroe Circular Clarifier internals to retrofit the existing primary clarifiers at the City of Wyoming, MI wastewater treatment plant.

Monroe Environmental is a leading provider of water/wastewater treatment systems and services. As a testament to our outstanding reputation, some of the most prestigious companies in the world routinely turn to Monroe to solve their most challenging water treatment and air pollution control problems. A list of past customers can be found as an attachment at the end of this proposal package.

We are committed to making the project a complete success. If Monroe is selected, the City of Wyoming will receive the highest level of engineering, technical, and on-site support in the country. It is a core value of ours to maintain an intense customer focus and ensure our priority is satisfying your expectations and project needs. Our lead clarifier field engineer, Larry Abrams, is simply the best clarifier installer/assembler in the country with hundreds of clarifiers and separators fabricated and installed over the past 30 years. Larry and Monroe have numerous successful clarifier retrofits at facilities across North America.

Thank you for the opportunity to provide a proposal for this system. Please let me know if you have any questions or clarifications regarding our proposal or capabilities.

Sincerely,
Monroe Environmental

Patrick Wright
Sales & Applications
Email: pwright@mon-env.com
Phone: 734-342-2122

CITY OF WYOMING

REQUEST FOR BIDS/PROPOSALS

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

Primary Clarifier Improvements – Center Feed Clarifier Equipment Procurement

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

DUE DATE AND TIME

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

Due date and time:	**Tuesday, December 23, 2025, 11:00 a.m., local time**
Place:	**Wyoming City Clerk's Office** **Wyoming City Hall** **1155 28th Street SW** **Wyoming, MI 49509-0905**

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

All bids/proposals must include the fully signed Bid/Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: "Bid/Proposal for Primary Clarifier Improvements – Center Feed Clarifier Equipment Procurement."

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

PRE-BID MEETING

A pre-bid meeting will not be held.

QUESTIONS, INTERPRETATIONS AND ADDENDA

Questions about or requests for interpretation of this request for bids/proposals, any of the plans and specifications, or any bid/proposal requirements may be directed via e-mail to jon.burke@wyomingmi.gov. No questions or interpretations will be issued later than 4 days before the due date for bids. Questions will not be answered by phone or in other oral communication. City will endeavor, but is not required to, email a copy of any addenda, answers to questions or interpretations that may be of general interest to potential bidders/proponents who have provided a valid email address and requested notification of this specific bid/proposal via City's e-Bidder system. Addenda will also be available on City's website and at City's Purchasing Department, 1155 28th Street SW, Wyoming, MI 49509.

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

BID/PROPOSAL REQUIREMENTS

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

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

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

1. Reviewing and being familiar with this request for bid/proposal and all plans and specifications, including any issued addenda and any interpretations, and attending any pre-bid meeting. Addenda to and interpretations of this request for bids/proposals will be posted on City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids/proposals.
2. Reviewing the plans and specifications to determine if Davis-Bacon Act or other prevailing wage requirements, low- and moderate-income worker, women and minority owned business, Buy America, or other requirements apply.
3. Reviewing standard terms and conditions and, if provided, the contract that will be signed.

4. If applicable, being familiar with the Work site and Work site conditions.
5. In submitting a bid/proposal, the proponent accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.
6. Specifications and plans referred to in this bid/proposal document are for reference only and need not be returned with the bid/proposal. They will, however, be part of the contract documents.

ALL BIDS/PROPOSALS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder/proponent.
3. Include the bid/proposal form and all other required forms fully completed and signed, including any detailed pricing information.
4. Be received by the date and time specified on page one of this bid/proposal document.
5. Be in a sealed envelope labeled as required on page one of this bid/proposal document.
6. Include a cover letter that lists all enclosures.
7. Include the original signature(s) of one or more individuals authorized to bind the proponent.
   A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.
   B. Businesses must also provide the state in which they were organized, *e.g.*, Michigan, Delaware, etc. and the type of entity, *e.g.*, corporation, partnership, limited liability company, limited partnership, or other business form.
   C. Both the bid/proposal and contract must be signed by an individual with the authority to bind the bidder/proponent. If there is a question about signing authority, City may seek verification of that authority.
8. Include any bid bond or other security required by the specifications.
   A. The bid bond (if required) must be signed by the bidder/surety with the signature of an individual(s) authorized to bind the bidder and surety.
   B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
9. Include prices meeting the following requirements:
   A. Prices must be stated in units of quantity specified in the plans, specifications, and request for bid/proposal. In case of any discrepancy in amounts in the bid/proposal, the quoted unit price will govern.
   B. If a lump sum bid price is requested, the bidder/proponent shall submit a lump sum price for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than items the plans and specifications indicate will be separately purchased. If any items, accessories, or groups of items required to perform the work specified are not specifically indicated in the plans and specifications, the successful bidder/proponent must furnish those items, accessories, or groups of items, and include them in the lump sum bid price submitted.
   C. If the proposal is for professional or other services provided under a retainer and there are exceptions to what the retainer covers, those exceptions must be specifically stated. If professional or other services are to be provided on an hourly basis, the hourly rate(s) should be specified, and billing must be in 1/10 hour increments. If the proposal is for a not-to-exceed amount, that must be stated.
   D. If the bid or proposal is for a fixed fee or not-to-exceed amount and site visits, meeting attendance, or other items are to be limited, that limitation must be clearly stated.
   E. If incidental costs are to be charged in addition to other amounts, those costs to be charged, including any multipliers and mark-ups, must be clearly listed.

F. If travel costs are to be charged in addition to other amounts, the basis for such expenses shall be stated. City reserves the right to require City pre-approval of lodging, transportation, and other travel costs.

G. Bid prices for equipment, goods or other items must include all delivery charges.

10. If required by the specifications, include:

    A. The manufacturer and/or model number(s) of specified equipment.

    B. The warranties or guarantees provided for any work, equipment, and other items.

    C. The number of calendar days required for delivery of any equipment, goods, or other items.

11. Include a proposed schedule for beginning and completing all Work in accordance with the plans and specifications. The schedule may propose specific dates or may be a timeline based on the date(s) of the contract award and notice to proceed. If the bid/proposal is only for the purchase of goods or equipment and does not include any Work, the delivery time must be provided as stated in 10.C above.

12. Identify any part of the specifications, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified. If modifications are requested, the bid/proposal must include the proposed language for the requested modification.

13. Include the names, addresses, and other contact information for, and responsible contacts for each subcontractor or consultant the proponent will use for the Work. City reserves the right to approve or disapprove of all subcontractors and consultants.

14. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list and information for key personnel of the proponent who will be involved in the Work.

15. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list of similar projects, services, or work the proponent has provided within the last 5 years including:

    A. The name(s) of the proponent's client(s) or customer(s),

    B. A description of the work performed,

    C. A description of the overall project,

    D. The date(s) the proponent performed the work, and

    E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.

16. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a detailed description of the proponent's experience, expertise, personnel, equipment, and other capabilities for performing the work as required by the specifications.

17. Identify and provide e-mail, telephone, and cell phone information for one or more of the proponent's personnel familiar with the bid/proposal and, if the bid/proposal includes Work (and not just for the purchase of goods or equipment), the proponent's work on similar endeavors who is authorized to speak for the proponent.

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

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

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

CITY'S RESERVATION OF RIGHTS

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

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of a proponent/contractor to comply with the specifications.
2. Reject any or all bids.

3. Waive any irregularities, nonconformities, or technicalities of any bid.
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved by using quoted unit prices.
5. Review the experience, qualifications, and other information about any proponent and any identified subcontractor or consultant submitted as part of the bid/proposal.
6. Inquire of others about any bidder/proponent, identified subcontractor(s) or consultant(s), and their personnel.
7. Require background checks of the personnel of any proponent or identified subcontractor or consultant of any proponent to be undertaken at the expense of the proponent.
8. Negotiate with one or more selected proponent(s).
9. Award the bid and/or contract in a manner and to such proponent as deemed to be in City's best interests.

General Description of Consideration Process

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

Consideration Factors

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

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

1. Legal Compliance. Contractor, all Contractor's subcontractors and suppliers, all Contractor's consultants, and all their respective personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules, and regulations.
2. Permits and Inspections. Unless the plans and specifications or the submitted bid/proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.
3. Grant Compliance. If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract. If grant funds are withdrawn or cancelled for any reason this Contract is nullified.

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

        1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2025 (it may be updated),

that is General Decision Number MI20250088 dated 01/24/2025, https://sam.gov/wage-determination/MI20250088/1.

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

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

B. If the Request for Bids/Proposals indicates they are applicable, Contractor shall fully comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example and not for limitation, all employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

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

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

D. Neither Contractor nor any of its subcontractors is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

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

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

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

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

engaged individuals speak English less than very well, Contractor must use language assistance services in communications.

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

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

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

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

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

A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the contract.

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

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

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

8. Payment to Contractor.

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

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

C. Payment disputes will be resolved as provided in the contract. Unless other provisions apply, City will pay the undisputed amount and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications, or contract call for the use, installation, or acquisition for City use of any materials, equipment, supplies or other items:

A. Unless otherwise stated in the plans, specifications, or bid/proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.

B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a desired design, type of construction, quality, functional

capability, and/or performance level. When alternates are bid, they must be identified by manufacturer, stock number, and other information necessary to establish equivalency. City will be the sole judge of equivalency.

C. City reserves the right to request samples. Contractor shall provide requested samples to City at Contractor's expense within 10 days of bid opening. Samples will not be returned.

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

E. If quantities are listed in the request for bids/proposals, the quantities are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

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

G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules and regulations applicable to such disposal. Contractor will retain and, upon request, provide the City copies of any required manifest or other disposal documentation.

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

12. Access to Work. City personnel, City's design professional(s), and City representatives will always have access to all parts of the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.

13. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department.

    A. Invoices must be separated to show the amount added for taxes of any kind if applicable.

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

    C. On construction projects state sales taxes are applicable on materials only.

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

15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:

    A. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent.

    B. This contract will be binding on Contractor's successors and permitted assigns.

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

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

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

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

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

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

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

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

    F. Discrepancies in Plans and Specifications

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

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

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

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

18. General Terms.

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

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

    C. The contract is made in Kent County, Michigan.

    D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.

    E. Reference by office to any City officer includes that City officer's designee(s).

CITY OF WYOMING

RISK ALLOCATION AND INSURANCE

1. Risk Allocation.

   A. Contractor is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) for any injuries or property damage suffered by Contractor or Contractor's officers, employees, subcontractors and consultants while providing the items under this Contract.

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

2. Insurance.

Insurance Levels and Coverages

The following coverage is required unless an exception is made as provided above:

Commercial General Liability Coverage ("GLC")

Low Hazard Activities

$1,000,000 per occurrence and $1,000,000 in the aggregate.

Hazardous Activities

$3,000,000 per occurrence and $3,000,000 in the aggregate.
If the project cost exceeds $20,000,000, then this should be $5,000,000 per occurrence and $5,000,000 in the aggregate.
If the project cost exceeds $50,000,000, then this should be $10,000,000 per occurrence and $10,000,000 in the aggregate.

High-Hazard Activities

$5,000,000 per occurrence and $5,000,000 in the aggregate.
If the project cost exceeds $30,000,000, then this should be $10,000,000 per occurrence and $10,000,000 in the aggregate.

Automobile Liability Insurance

Low Hazard Activities

$1,000,000 per occurrence and $1,000,000 in the aggregate.

Hazardous Activities

$3,000,000 per occurrence and $3,000,000 in the aggregate.
If the project cost exceeds $50,000,000, then this should be $5,000,000 per occurrence and $5,000,000 in the aggregate.

High-Hazard Activities

$5,000,000 per occurrence and $5,000,000 in the aggregate.

Environmental/Pollution Liability Insurance

Required if there is a possibility of air, water, or soils pollution – *e.g.*, if a soil erosion control permit or silt fence is required, the contractor will have tanks on site with fuel or other hazardous substances, asbestos or other air contaminants could be involved, the work site is subject to a restrictive covenant or other environmental regulation, work involves a sanitary sewer, dewatering of possibly contaminated groundwater will occur, or work involves any materials the release of which requires reporting and remedial action. $2M required.

Owners Contractor Protective Coverage

If the contract exceeds $5,000,000 or 6 months. ·

Builders Risk Property Insurance

If materials will be delivered and kept on the site or stored before installation.

Evaluating Risk Levels

The following criteria are intended to assist in evaluating levels of risk and appropriate minimum insurance requirements to be included in bid specifications and in the resulting contracts.

Low Hazard Activities

1. Sidewalk snowplowing or street snowplowing with a pick-up or similarly sized vehicle.
2. Work that is not a hazardous or highly hazardous activity.
3. Project is less than $250,000 in total cost, may meet the hazardous activity criteria, but director of bidding/overseeing department, purchasing director and city attorney agree is not a hazardous activity due the size and scope or is otherwise in the city's best interests.

Hazardous Activities

1. Excavation if any of the following are apply:
   A. It involves heavy equipment (anything larger than a "bobcat");
   B. It includes a trench exceeding 3 feet in depth;
   C. It is in proximity to any utility line; or
   D. It is within a public right-of-way.
2. Work at any height over 10 feet if a resulting fall may exceed a total of 10 feet (such as along an embankment, atop a ledge, etc.), or if any of the following apply.
   A. It includes work from an extension ladder;
   B. It includes work from a "cherry picker" or "boom truck;"
   C. It requires a safety harness to prevent falls;
   D. It requires stepping off a step ladder onto an elevated surface; or
   E. It is in proximity to overhead wires.
3. Use of any power saws (including, for example, band saws, circular saws, saber saws, table saws, chain saws, reciprocating saws, miter saws, pole saws) etc.) or other powered cutting equipment.
4. Electrical work beyond changing of bulbs and routine maintenance or wiring of 110-volt electrical sockets, a single light fixture, connection of proprietary controls (such as, for example, for an underground sprinkling system, an overhead door, or security system), when power is turned off at the breaker.
5. Work in a confined space.

6. Work, other than sidewalk snowplowing or street snowplowing with a pick-up or similarly sized vehicle in a right-of-way which is not wholly closed to all traffic (vehicular and pedestrian).
7. Uses a vehicle for which a CDL license is required or any heavy, self-propelled equipment (larger than a bobcat).
8. Use of a liquid, semi-liquid or gaseous material for which use of masks, respirators, other breathing equipment, rubber or other protective gloves, or specially-protective clothing is required or recommended. (This does not include normal painting with latex or standard oil-based paint is used.)
9. Requires ground penetration in proximity to underground utility lines (including activities such as using power equipment for driving in or digging holes for fence or signposts and similar activities.)
10. Is in proximity to a railroad line, natural or other gas line, electric power pole or line, telecommunications line, sanitary sewer line, or public water line that could be affected by or will constrain the activity.
11. Work on a site subject of environmental restrictive covenants or other environmental regulation.
12. Directional drilling under a driveway more than 25-feet in width, a street, a highway, or a railroad.
13. Is close enough to any structure to require shoring, bracing or lateral support.
14. Involves the demolition, dismantling, felling, installing, planting, erecting, or construction of any building, structure, pole, tree or sign exceeding 15 feet in height or within 15 feet of another building, structure, pole or tree that exceeds 15 feet in height.
15. Includes the use of heavy crushing, pulverizing, grinding, or chipping equipment.

High-Hazardous Activities

1. Use of any flammable liquid, semi-liquid or gaseous materials.
2. Requires carrying or use of firearms.
3. Includes the use of any explosives.
4. Requires special precautions to avoid the escape from the site of particles (such as asbestos), vapors, gasses or liquids or require standby fire personnel to address fire or explosions.

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: $2,000,000 Each Occurrence Limit $2,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials.. Amount required $2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

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

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

C. Upon the City's request, Contractor must prove that all subcontractors performing Work have the same types and amounts of coverage required of Contractor or that subcontractors are included under Contractor's policy.

D. All insurance providers shall be rated "A" rated or better by the A.M. Best Company.

E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

BONDS AND LIENS

1. Bid Bond.

   A. A bid bond is not required for this project.

2. Payment Bond.

   A. Payment bonds are required for any contract exceeding $50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must be in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.

   B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

3. Performance Bond.

   A. Performance bonds are required for any contract exceeding $50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.

   B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

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

SPECIFIC REQUIREMENTS

The Primary Clarifier Improvements – Center Feed Clarifier Equipment Procurement generally includes the procurement of center feed clarifier equipment as described in the Procurement Specifications.

Technical and specific specifications are included in the Procurement Specifications.

Bidding requirements are included here within.

Payments for the project are to be made from City funds without funding from federal, state, county, or philanthropic grant funds.

Project schedule requirements are provided in the Procurement Specifications, Division 00, specification section "Agreement".

Site access limitation and working days/hours are described, where applicable in the Procurement Specifications.

Payment Procedures and liquidated damages are described in the Procurement Specifications, Division 00, specification section "Agreement".

Center Feed Clarifier Equipment warranty information is described in the Procurement Specification, Division 46, specification section "Center Feed Clarifier Equipment".

Refer to attached reference drawing R101 for existing clarifier equipment. Field verify all information provided.

CITY OF WYOMING

BID/PROPOSAL FORM

Bid/Proposal for Primary Clarifier Improvements – Center Feed Clarifier Equipment Procurement

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

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

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

Is the bidder a:	YES	NO
Section 3 Certified Contractor?	☒	☐

If yes, DUNS #: 06-371-2798

Are you, or the business owner related to an elected official or employee of the City?	☐	☒

If yes, list individuals' name(s) and relationship(s):

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:	YES	NO
Woman Owned Company?	☐	☒
Minority Owned Company?	☐	☒

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

Monroe Environmental Corporation

BID/PROPOSAL FORM CONTINUED

A lump sum bid price shall be submitted for furnishing the Goods and Special Services specified herein. If any items, accessories or groups of items required to furnish the Goods and Special Services specified herein are not specifically indicated herein, it shall be the bidder's responsibility to furnish said items, accessories or groups of items, and include them in the lump sum bid price submitted.

State bid price as per the specifications included herein. $ 1,397,400.00

State the brand/model (required): (4) Monroe Environmental CIR-100 Circular Clarifier Internals

Includes NEMA 4X Local Control Panels & Installation Inspection Visits

Reminder: All warranties must be included with bid/proposal.

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

Monroe Environmental Corporation



Bid/Proposal Form Continued

Monroe Environmental Corporation
[Proponent's Complete Business Name]

N/A
[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Adam Pace, Director of Sales & Strategic Planning
[Printed name and title of person signing]

Patrick Wright, Sales & Applications Engineer
[Printed name and title of 2nd person signing]

Date signed: 12/19/25

810 W. Front Street
[Proponent's street address]

734-242-7654
[Proponent's business phone]

Monroe MI 48161
[City] [State] [Zip]

734-625-5785 (Adam Pace), 734-790-9999 (Patrick Wright)
[Cell phone number(s) of person(s) signing for proponent]

apace@mon-env.com (Adam Pace), pwright@mon-env.com (Patrick Wright)
[E-mail address(s) of person(s) signing for proponent]

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

MONROE ENVIRONMENTAL
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www.mon-env.com
810 West Front St., Monroe, MI 48161 USA • Phone: 734-242-7654 or 1-800-992-7707 • sales@mon-env.com

City of Wyoming WWTP
2350 Ivanrest Ave SW
Wyoming, MI 49418

December 22, 2025

Attention: John Burke

Reference: Request for Budgetary Quotation
Monroe Environmental Circular Clarifier
M.E.C. Quote # 15435

Dear Mr. Burke,

Per your recent request, Monroe Environmental is pleased to provide this proposal to design and supply (4) Ø100' Monroe Circular Clarifier internals to retrofit the existing primary clarifiers at the City of Wyoming, MI wastewater treatment plant.

Benefits of Utilizing "The Monroe Method"

- In-House Engineering & Fabrication Capabilities
- Shop Assembly Capabilities & Fit-Up as Required
- Dedicated Parts & Service Departments for Ongoing Support
- Experienced & Responsive Project Management Team
- Registered ISO 9001 & ISO 14001 Quality Systems
- 50+ Years of Experience Manufacturing Pollution Control Systems

I. Design Criteria

Monroe Circular Clarifiers	
Number of Units	4 – Identical; Mirrored in orientation
Average Daily / Design Flow	3,333 GPM (4.8 MGD)
Min / Max Daily Flow	1,250 GPM / 7,292 GPM
Tank Diameter	100'-0"
Side Water Depth	7'-0" (Center Depth: 11'-0")
Freeboard	2'-0"
AGMA Continuous Drive Torque Rating	35,000 ft-lb
Momentary Maximum Drive Torque Rating	70,000 ft-lb
Tank Construction	Concrete (Existing)
Floor Slope	1:12
Mechanism Construction	316L Stainless Steel
Stainless Steel Finish	Welds, Weld Marks, and Burn Through to be Passivated per ASTM A967 or B912 Standards
Clarifier Fastener Material	316 Stainless Steel
Gasket Material	Neoprene

City of Wyoming WWTP
2350 Ivanrest Ave SW
Wyoming, MI 49418

December 22, 2025

Attention: John Burke

Reference: Request for Budgetary Quotation
Monroe Environmental Circular Clarifier
M.E.C. Quote # 15435

II. Components and Features

Monroe Circular Clarifier	
Drive Unit	- Pier mounted precision fabricated drive - Includes helical gear reduction, intermediate gear reduction unit and enclosed final planetary reduction unit - Output torque limited by torque overload protection device - L10 bearing life of over 200,000 hours - (1) Visual torque indicator visible from the walkway provided - Drive: Up to ¾ HP motor; 3/60/460V - Drive output RPM is 0.023 (7.5 fpm) - Dielectric isolation between drive and 316SS mechanism components included - Supplied drive to be DBS Manufacturing model number D42-AL - Drive bearing warranted for 10 years; Total drive assembly warranted for 5 years
Center Pier	- Ø30" center pier supports drive unit, bridge, and internal mechanism *Note: Deviates from 36" sizing listed in spec to match the drawing; Discussed and confirmed with Fishbeck* - Constructed of 5/16" 316L Stainless Steel - Includes flanged base plate for securing to tank floor - Multiple discharge ports at upper end of pier help to diffuse influent flow entering the influent well - Includes 316 stainless steel bent anchors
Influent Well	- Ø20' x 4'-6" influent well to dissipate influent velocities - Fabricated from $^{3}/_{16}$" thick steel plate - Includes baffled ports to dissipate influent flow to dissipate flow and allows scum to exit the influent well; evenly spaced around perimeter
Drive Cage	- Stainless Steel box truss type construction bolted to main gear - Rotates around the center pier - Supports the clarifier sludge rake arms and influent well
Sludge Rake Arms	- (2) welded steel truss rake arms continuously rake bottom of clarifier floor to move sludge and settled solids to center sludge cone - 14-gauge 316L stainless steel scraper blades - Designed to withstand continuous torque loads

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Scum Skimmers	- (2) surface skimmers consisting of a tangential scum deflector, vertical adjustable support, and pivoting rubber blade - Continuously rotates with clarifier mechanism to direct surface scum into the scum box twice per rotation - Extends from the influent well to the scum baffle - Neoprene wipers included on bottom and both sides of skimmer end
Scum Trough/ Beach	- 4'-0" wide scum trough with beach plate; supported from tank wall - Skimmer arms push scum into scum trough to be discarded - Constructed of ¼" 316 stainless steel with 316 steel support brackets - Designed to support trough structure with scum dead loads plus a 200-lb. point load at the feedwell end of the trough - Includes 2" 316SS flanged connection point for flushing system (flushing equipment & operation by others) - Ø6" 316SS discharge connection; to connect to existing discharge piping
Local Clarifier Control Panel	- NEMA 4X 316SS panel enclosure for local control of each clarifier drive - Includes Start/ Stop push buttons and indicator lights for running, motor overload, alarm torque (100% torque), & cut-off torque (120% torque) - Reset push buttons for cut-off torque and drive overload - Includes motor starter, lockable main safety disconnect switch, power transformer, and emergency stop - Dry contact interlocks for signal relay to owner's SCADA system - Hand-Off-Auto selection control included for operating locally or from owner's SCADA system - Panel to ship loose; To be wired and installed by others - Includes mechanical elapsed time meter for record of drive motor hours - 480V power feed required
On-Site Installation Inspection Visits	- Periodic supervision and inspection of clarifier to ensure proper installation - Visits to occur at the following milestones/intentions; dry inspection, testing, operational start-up, owner training, and post start-up - Includes provisions for (5) trips consisting of (1) day per visit by a Monroe factory trained technician - Excludes all mechanical labor, tools, parts, and equipment
Optional On-Site Supervision	*- Optional on-site commissioning, start-up supervision and/or operator training by a factory trained technician* *- Excludes all mechanical labor, tools, parts, and equipment*

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III. Exclusions, Assumptions & Clarifications

All equipment, components, services, testing, certifications, guarantees, and inspections not specifically called out or identified in this proposal are not included in Monroe Environmental's scope of supply. Storage of completed equipment is excluded. You will be contacted when your equipment is complete and ready for shipment. Please refer to the list below and the Terms & Conditions for a complete list of exclusions

- Monroe assumes that the material and coating stated in this proposal are compatible with the influent water characteristics (pH, Chlorides, Temp., etc.). Customer is responsible for verifying and/or recommending material of construction/coating.
- Instrumentation excluded
- Existing bridge, cover, effluent weir, & scum baffle are noted to be re-used. These items are not a part of Monroe's scope of supply.
- Monroe has included provisions for (1) site visit per basin for field measurements prior to start of engineering design efforts
- Monroe assumes that existing tank and re-used components are in good condition to received new retrofitted components; minor modifications to existing components may be required during installation
- Local control panels to include disconnect for power to panel. Independent local disconnects for drives are not included
- Drive alarm set to 100% and cutoff set to 120% of continuous torque rating
- Monroe Environmental standard NDE/NDT/Quality testing is included (welding to AWS D1.1, Visual weld inspection, hydrostatic testing, Monroe QA/QC documentation); Additional NDE/NDT able to be included at added cost
- Demolition & installation not included; Customer is responsible for ensuring existing bridge and tank cover is properly re-installed with retrofitted internals
- Stainless steel drive housing is excluded
- Performance and Payment Bonds are not included in this proposal. It is our understanding that (this bid is for equipment only, not installation). Can be included at additional cost if required.
- *Monroe Environmental reserves the right to revise pricing and lead times at time of order and/or release to fabrication, if necessary, due to extreme market volatility in both pricing and availability of materials.*

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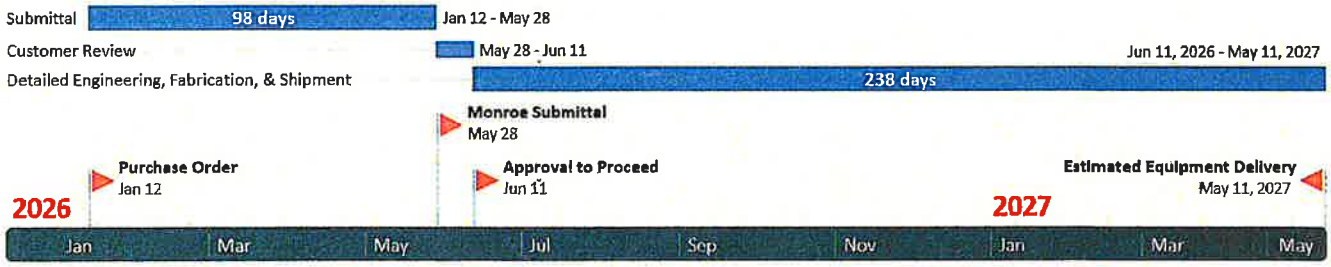
IV. Partial Reference List *(Additional Installations Available Upon Request)*

1. City of Detroit, MI WWTP (GLWA)
    a. (4) 250' Diameter Circular Clarifiers

2. City of Saginaw, MI WWTP
    a. (2) 130' Diameter Circular Clarifiers

3. City of Steubenville, OH WWTP
    a. (3) 75' Diameter Circular Clarifiers

V. Preliminary Project Schedule



The ranges shown above are per the Article 2 Procurement Contract Times in the bid documents. Monroe Environmental can meet these requested times. Monroe Environmental has the ability to deliver the engineering submittals and/or the fabrication and delivery of equipment at shorter lead times than what is stated above if needed.

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VI. Cost Summary

Qty	Item #	Description	Unit Price	Extended Price
4	CIR-100	Ø100' Monroe Circular Clarifier 316 SS Internal Mechanism *As Described Above; Includes Freight to Site*	$ 331,500.00	$1,326,000.00
4	CONTROLS	NEMA 4X Local Drive Control Panel *As Described Above*	$ 15,600.00	$62,400.00
5	ON-SITE	Periodic Installation Inspection Visits *As Described Above*	$ 1,800.00	$ 9,000.00

This Proposal is subject to Monroe Environmental's Terms & Conditions *(See Below)*

Please include quote number (15435) with any correspondence pertaining to the above information.

Thank you for the opportunity to quote this equipment to you. Please let us know if we may provide additional information regarding our proposal.

Sincerely,
Monroe Environmental

Patrick Wright
Sales & Applications
Email: pwright@mon-env.com
Phone: 734-342-2122

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Wyoming, MI 49418

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Monroe Environmental Terms & Conditions

This proposal is valid for thirty (90) days. We reserve the right to correct any typographical errors in our proposal.

Deliverables – Equipment Delivery, Approval Drawings, Schedules, IO&M Manuals, Etc.

Estimated delivery to be confirmed at time of purchase order and able to be amended to suit project needs.

Monroe Environmental is not including special provisions for expedited delivery. Normal delivery excludes holidays.

Shipment quoted is estimated in weeks after complete order information is received at Monroe Environmental. The delivery date is contingent on approved drawings being released for manufacturing. Delivery will be confirmed within two (2) weeks upon receipt of the approved drawings from the Purchaser.

Drawings will be sent electronically for approval.

Items called out in this proposal are to be supplied by the specified manufacturer or equal.

One (1) electronic and one (1) hard copy of the Operation and Maintenance manual will be included.

Warranty

Monroe Environmental warrants the equipment against defects in workmanship and material for a period of 12 months after acceptance (5 year warranty included for drive unit only). The warranty is for parts only and does not include freight; if a technician were required it would be at an additional charge. Monroe is not liable for production, downtime or incidental(s) costs. This warranty does not cover corrosion or failures that result from process or operational variations that are unknown, undocumented, unforeseen, or unverifiable prior to the purchase of the equipment.

Payment Terms

Progressive Payments to be as follows:

10% Invoiced at submission of approval drawings.
70% Invoiced at Delivery of Goods to Point of Destination.
10% Invoiced at Certification of Installed Equipment by Monroe.
10% Invoiced at Completion of Special Services.

All payments are due net thirty (30) days with exception to the final 10%, which is due at equipment acceptance or thirty (30) days after shipment, whichever occurs first.

Purchasers shall be charged a 2% late fee per month based on total project price when invoices are not paid by the due date as agreed upon. Purchaser shall incur all of MEC's reasonable costs for legal fees to collect unpaid balances. MEC retains the right to withhold shipment of the equipment until unpaid invoices paid as agreed upon. All orders subject to credit approval.

Purchaser will be charged a storage fee if completed equipment is not picked up from our facility within two (2) weeks of the date agreed upon by both parties— Due to either revised pick-up date by customer request or if payments are not received in a timely manner as agreed upon. Storage and handling fees determined by sole discretion of Monroe Environmental and may require an offsite storage facility. All liquidated damages / late delivery fees negated if delay in shipment caused by customer.

Sales or use tax is not included in this proposal. Customer to provide sales/use tax exemption form, if applicable. Customer is required to accrue and pay applicable sales/use tax directly to the state and provide Monroe with copy of its direct pay permit.

Purchase Order Revisions, Changes, & Cancellations

Purchase Order revisions made by the Purchaser shall be subject to the modifications in delivery timing and pricing.

Purchaser shall also be liable to pay the corresponding price of any items and materials which may already have been purchased or used for the manufacturing of the contract goods as specified on the order and which may have become unusable due to the order change requested by the Purchaser.

A cancellation fee will be applied to all cancelled orders. Cancellation fee will be based on cost incurred from Purchase Order Date to Cancellation Date.

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Back-Charges, Delays, Disputes, & Damages

Monroe Environmental is not responsible for any damages, back-charges, or schedule delays that are the result of the Purchaser's failure to provide sufficient information in a timely fashion as outlined in MEC's proposal or RFIs (requests for information) relating to scope of supply, order confirmation, MEC approved drawings, or all other information that is requested by Monroe Environmental. All such delays will extend the project schedule and may result in late delivery of approval drawings, equipment, and any other related MEC deliverables.

Monroe Environmental does not anticipate problems with the erection of this equipment. However, due to the nature of fabricated equipment, a certain amount of field fit-up and adapting work may be required by the erector. This is considered to be a normal part of erection, as well as the use of such tools as come-alongs, welding and cutting torches, and drift pins. The AISC "Code of Standard Practice", latest edition, specifically states under "Correction of Errors" that cutting, reaming, and use of drift pins are a part of standard erection practice:

> "Normal erection operations include the correction of minor misfits by moderate amounts of reaming, chipping, welding or cutting, and the drawing of elements into line through the use of drift pins. Errors which cannot be corrected by the foregoing means or which require major changes in member configuration are reported immediately to the owner and fabricator by the erector, to enable whoever is responsible either to correct the error or to approve the most efficient method of correction to be used by others."

Monroe Environmental will not accept any charge for modification, servicing, adjustment, or for any other item without written authority in the form of a PURCHASE ORDER issued from the home office in Monroe, Michigan IN ADVANCE of doing the work. This authority will only be given when satisfactory proof is submitted and the authority will only then be issued providing the price is agreed upon and the authority is given as outlined above by a Monroe Environmental Project Manager.

Monroe Environmental is not responsible for any design, scheduling, performance, or installation back-charges that result from unknown, undocumented, unforeseen, or unverifiable dimensions, site-specific conditions, or schedule deviations. The Purchaser shall provide notification of such discrepancies, as well as satisfactory proof of their occurrences, in writing to Monroe Environmental within seven (7) days of the Purchaser's awareness of them. Monroe Environmental will not honor any back-charge submitted contrary to this agreement and any such back-charge will be rejected in total without consideration.

The terms of this proposal and dispute arising under the terms of this order or in connection with Monroe Environmental's work shall be governed in all respects by the laws of the State of Michigan. The federal and state courts of Michigan shall be the exclusive forum for adjudicating any claim, controversy, or dispute concerning a question of fact or law arising out of or relating to this proposal. Purchaser hereby consents to the jurisdiction and venue of such courts, and waives any objection it may have on the basis of lack of personal jurisdiction or forum non conveniens.

Exclusions

Additional Exclusions, unless otherwise noted in this proposal:

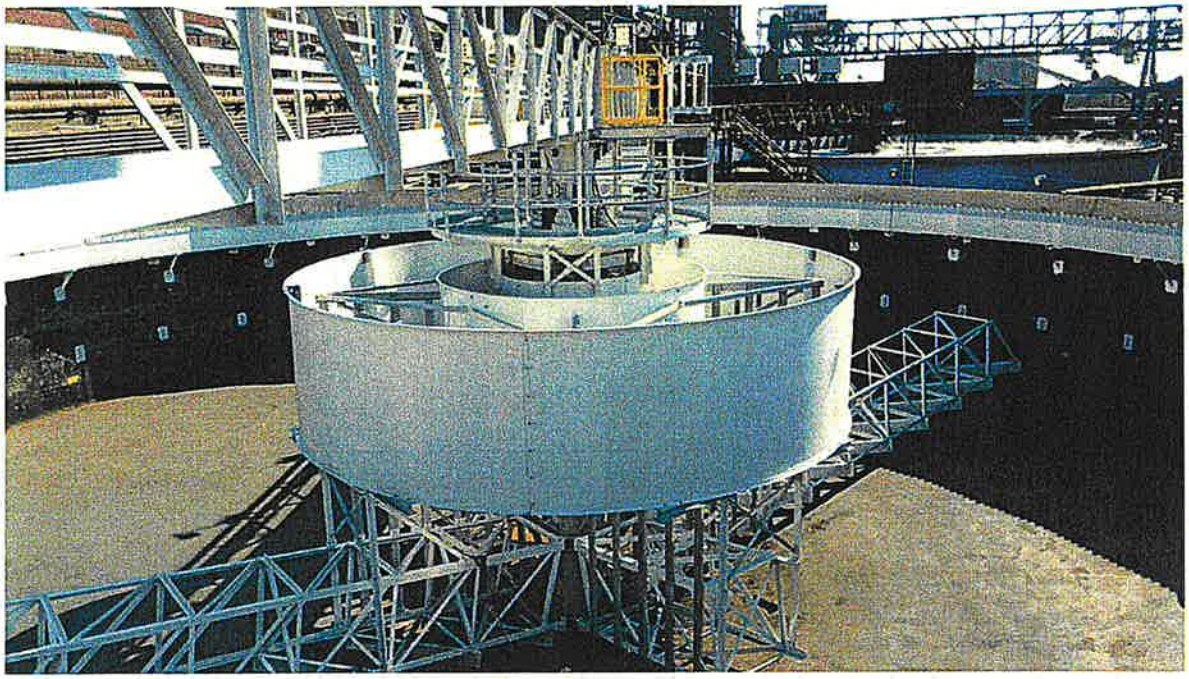
- Freight
- Offloading services
- Special packaging
- Sales Tax, Duties, Tariffs
- Installation
- Installation supervision
- Installation start-up
- Training
- Field service
- Non-Destructive testing
- On-site Running/Performance test
- CSA Inspection
- Pressure vessel stamp
- Process / Performance guarantees
- Liquidated damages
- Consequential damages
- Insulation / Freeze protection
- Heat tracing
- External piping
- Dampers
- Interconnection ductwork
- Explosion vents
- Sludge handling equipment
- Emergency pressure relief valves
- Explosion proof motors/ Inst.
- Chemical storage
- Chemical feed equipment
- On-site storage
- Polymer / Chemicals
- External Valves
- Field Paint
- Exhaust Stack(s)
- Drain Lines
- Anchor bolts

All materials and labor beyond the scope of this proposal are not included

MONROE ENVIRONMENTAL

Water & Wastewater Treatment | Air Pollution Control

CLARIFIER REBUILDS & RETROFITS



Why Rebuild or Retrofit Existing Clarifiers?

Rebuilding and replacing the internals of a concrete or steel tank clarifier is a quick, cost-effective solution versus constructing an entirely new system. The clarifier tanks often maintain a suitable operating condition while the skimmer arm, center well, drive assembly, and sludge rakes corrode and wear beyond an acceptable level.

The Benefits of a Monroe Environmental® Clarifier Rebuild are Straightforward and Simple:

- Faster installations with minimal clarifier downtime
- Reduces total cost
- Improves performance
- Reduces future maintenance costs

These benefits are realized because we are often able to fully assemble clarifier equipment before it ships to the job site. In such a case, we inspect and test every bolt, weld, and panel to make sure that each component fits together perfectly before it is shipped to site and installed. This key step can be the difference between a few days of simple installation or weeks of fitting, engineering, and re-working equipment in the field. By reducing installation time, projects can often be completed ahead of schedule with minimal labor cost.

Clarifier Rebuild Services

- Site visit and clarifier evaluation
- Exact replacement or modified designs to improve performance
- Variety of construction materials and coatings available
- Demolition and installation
- Bypass services to keep plant online during replacement

Photo above: *Clarifier upgrade for steel mill meets stringent performance requirements. Monroe's value engineering of the effluent weir and launder design for the rebuild of the 100 ft. Thickener Clarifier saved the plant approximately $145,000 in capital costs, lowered installation costs, and improved the overall schedule. Monroe's clarifier met the process guarantee requirements of 15mg/L TSS and 5% solids sludge underflow, allowing the plant to effectively recycle the water with minimized sludge dewatering costs.*

Clarifier Rebuilds: Recent Projects

Primary Clarifier: Municipal Wastewater Treatment

Conversion to Spiral Scrapers

The City of Detroit WWTP needed to upgrade (4) of its 250 ft. primary clarifiers. The plant decided to replace the internal components with a combination of mild, coated steel and non-corrosive stainless steel members. The project included converting the sludge rakes to higher efficiency spiral scrapers and rehabilitating existing drive units, as well as replacing influent wells, column supports, weirs, baffles, and launders.

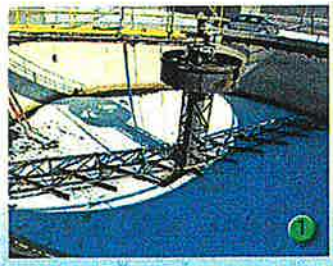


Before (Photo 1): One of the Clarifiers before rehabilitation
After (Photo 2): *One of the Primary Clarifiers ready to return to operation.*

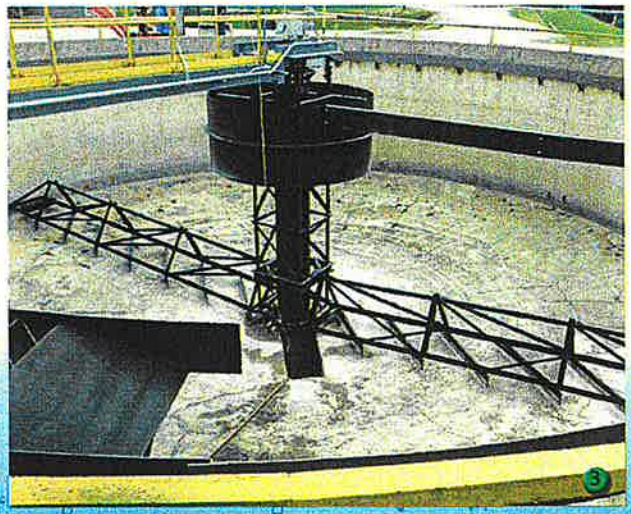


Circular Clarifier: Chemical Manufacturing Plant

Exact Replacement of Clarifier Internals







Before (Photo 1): *Existing 55 ft. diameter Scraper Clarifier at chemical manufacturing plant.* **Fabrication (Photo 2):** *New Clarifier internals completely assembled in Monroe shop.* **After (Photo 3):** *Installation of new internals as well as drive, bridge, and walkway.*



Circular Clarifier: X-Flo™ Bypass for Truck Assembly Plant: 100% Uptime!

X-Flo Mobile Clarifier Provides No Downtime Solution

A truck assembly plant needed a rebuild for their 40 ft. clarifier, and downtime was not an option. Monroe executed a complete, turn-key solution that included a new circular clarifier internal mechanism, demo/install of the circular clarifier, and rental of an X-Flo Mobile Clarifier to bypass the existing clarifier while it was being rebuilt.

The Monroe X-Flo Mobile Clarifier was installed prior to taking the clarifier offline while the new internal mechanism was being fabricated. When it came time for the rebuild, the plant easily diverted flow to the X-Flo Mobile Clarifier and continued operations as usual. The old clarifier was drained, internals removed, and the new clarifier mechanism was installed. The complete project took just a few weeks with no downtime!

Vertical Plate Clarifiers: Retrofit at a Catalyst Plant

Rebuild for Under-Performing Clarifiers

A chemical plant had two under-performing lamella plate clarifiers with internal components that were warped, buckling, and in danger of collapsing. The plate supports, separation walls, and structural members were inadequate for supporting the internals given the stresses from elevated liquid temperatures and process loading requirements.

Monroe designed and fabricated customized rehabilitation kits for two underperforming lamella plate clarifiers that would solve structural and process deficiencies, and be able to be installed without deconstructing the separators. This lowered the total project cost and allowed the plant to execute the retrofit during a scheduled shutdown.





After (Photo 1): *Installation of retrofit components*

Before (Photo 2): *Lamella plates in danger of collapsing due to elevated liquid temperatures.*

Rebuild and Replace for Long Term Performance

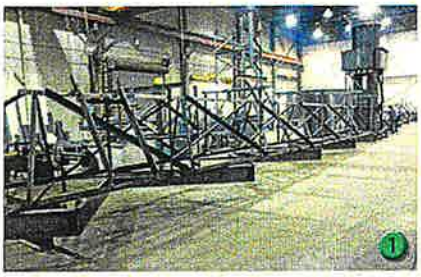
If you plan to rebuild or retrofit a water or wastewater treatment clarifier, call Monroe Environmental. We specialize in the repair, retrofit, replacement and general upgrading of clarifiers. We recognize that up-time is critical; we've replaced whole systems in as little as 3 days—from empty tank to new internals installed and operating.

Secondary Clarifier: Municipal Wastewater Treatment

Replacement of Two 130' Secondary Clarifiers at a 25 MGD Wastewater Treatment Facility

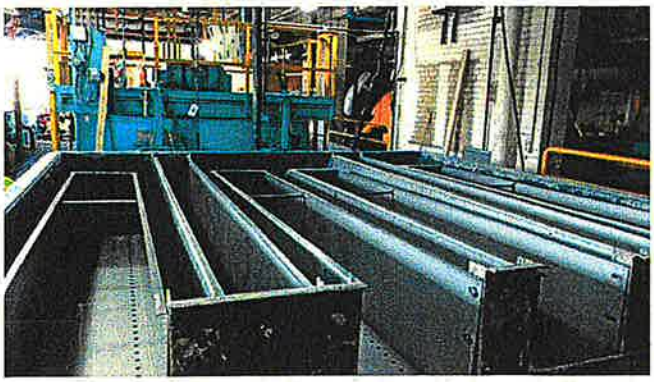
Monroe oversaw the removal of the clarifier internals and designed a new system to perfectly fit the existing concrete tank.

Each 130 ft. clarifier rake arm was fully assembled and pre-fit to simulate the angle of the existing clarifier tank floor. This ensured that on-site installation would be as fast as possible, with no field engineering or fabrication required.





Before (Photo 1): *Assembly of 130 ft. clarifier rakes*
After (Photo 2): *Secondary Clarifier ready to return to operation after just a three day installation.*

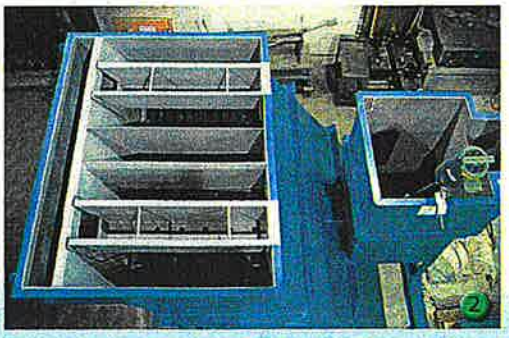


Vertical Plate Clarifiers: Rebuild of a Competitor's Inclined Plate Clarifier

Clarifier for Heavy Metals Discharge

Clarifier rebuild of a competitor's inclined plate type clarifier to improve performance, eliminate bypass, and achieve compliance for heavy metals (zinc) discharge. Scope included new internal baffles, separator plates, gaskets, and launders. Monroe provided equipment, demo, and installation turnkey.





Vertical Clarifier: Plating Company

Refurbished Plate Clarifier Tank and Internals

Before (Photo 1): *Existing Vertical Clarifier at a plating company.* **After (Photo 2):** *Refurbished Vertical Clarifier in Monroe shop.*

MONROE ENVIRONMENTAL
Water & Wastewater Treatment | Air Pollution Control

810 West Front St., Monroe, MI 48161 USA
Phone: 734-242-7654 • 800-992-7707 • sales@mon-env.com

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MONROE ENVIRONMENTAL
Water & Wastewater Treatment | Air Pollution Control

Representative Customers & Clients

Since 1970, Monroe Environmental has provided over 6,000 environmental systems – equipment, engineering, and related services – to many of the largest and most prestigious companies in the world. The following is a partial list of these clients by industry.

Aerospace

BAE Systems
GE
Hi-Tek Manufacturing
KUKA Systems
Orbital ATK
Pratt & Whitney Aircraft
Rockwell Collins
United Airlines

Automotive

Acme Manufacturing
Associated Spring
BorgWarner Drivetrain Systems
Bridgestone Firestone
Chrysler
COMAU
Continental Automotive Systems
Cooper Power Systems
Dana Corp.
Delphi
Detroit Diesel
Durr
Elwema Automotive GmbH
Empire Wire & Supply
Federal Mogul
Ford Motor Company
GM
Grob-Werke GmbH
Gunite Corp.
Hitachi Automotive Systems
Hoosier Tire & Rubber
Mitsubishi
Nagel Precision
Reinhart Industries, Inc.
Star SU
Texas Machining
Toyota
Union Spring
Universal Bearings
Viscotec Automotive Products
Visteon

Building Materials

Axiall
CertainTeed Corp.
Commonwealth Laminating & Coating
Delta Faucet
Fibrex Insulations
GE
Guardian Industries
Knauf Fiberglass
Johns Manville
Northeast Electronics
Northwest Hardwoods
Owens Corning
Owens Illinois
St. Gobain Ceramic Materials
Southwest Laminates
Texas Tile
Thermal Ceramics
Tremco
U.S. Gypsum

Chemical Processing

Advanced Refining Technologies
Akzo Nobel
Albemarle Corp.
Barton Malow
BASF
Basic Chemical Solutions
Bayer Material Science
Clorox Company
Cytec Industries
Daikin America
Dow Chemical Company
Dow Corning
Dupont
Envirotech Chemicals
FMC BioPolymer
General Chemical
Haldor Topsoe Chemical Co.
Ioditech
Lonza Microbial Control (Arch Chemical)
Madison Chemical
Monument Chemical
Nalco
Niles Chemical Paint
Nova Chemicals
Solvay Specialty Polymers
Walbridge Aldinger
Westlake PVC
Whitmore Manufacturing

Food & Beverage Processing

American Sugar Refining
Cargill
Coca Cola
Comstock Michigan Fruit
ConAgra Foods
Crown Cork & Seal
Cypress Grove Chevre
Dean Specialty Foods
Del Monte/ Big Heart Pet Brands
Farmland Foods
First Fertilizer
Florida Beef Company
Frito Lay/Pepsi
John Morrell & Co.
Kings Command Foods
Kingsford Charcoal
Koch Foods
Kraft Foods
McCain Foods
MillerCoors
National Beef Leathers
North American Fertilizer
Pick Up Stix
Sun Maid Growers
The Andersons
Vaughn Foods

General Industry

Airtex Products
Allen Filtration
American Mitsuba
Andritz Separation
Balance Engineering
Barton Malow
Briggs & Stratton
Bobcat Company
Colgate Palmolive
Cooper Power Systems
Daramic
Denso International
Detroit Stoker
Durr
Eaton
Exide Corp.
Explo Systems, Inc.
Fastenal
GE
Glad Manufacturing
Husqvarna
John Deere
Midbrook Industrial Washers
Milacron
Siemens
Surface Combustion
Tarmac International
Trionetics
Truflow Systems
Veolia Environmental
Watlow Electric
Westech, Inc.
Whirlpool
Whitmore Manufacturing

Glass & Plastics

Asahi Kasei Plastics
Georgia Gulf Corporation (Axiall)
Guardian Industries
Knauf Fiberglass
Johns Manville
Modified Plastic
Owens Brockway
Owens Corning
Owens Illinois
Plastipak
Thermal Ceramics
Westlake PVC
Witt Plastics

Government

Amtrak
Corpus Christi Army Depot
Grand Bahama Shipyard
Red River Army Depot
U.S. Army
U.S. Navy

Institutional

Charleston Area Medical Center
Grand Bahama Shipyard
Texas A&M University
University of Delaware
University of California, San Diego

Machining/ Automation

Acme Manufacturing
ASE Industries
Barnes International
Better Engineering
COMAU
Enshu Corp.
Etxe-TAR
FANUC
Fines Landis (Cinetic)
GE
Gehring
Grob-Werke GmbH
Heller Machine Tools
Hi-Tek Manufacturing
IMPCO
Ingersoll
Kennametal
KUKA Systems
Johnson Control
MAG IAS
Mitsubishi
Motion Industries
Nagel Precision
NTC America
Parker Hannifin
Reinhart Industries, Inc.
Rockford Products
Saginaw Machine System
Sugino
Supfina
Texas Machining
Universal Bearings
Utica Automation
Valiant Machine & Tool

Mining & Metals

Aleris Rolled Products
Commonwealth Aluminum
Cripple Creek & Victor Gold Mining
Curtis Thermal Processing
Elna Magnetics
FATA Hunter
FKM USA
Grob-Werke
JFX Plating
Metaldyne
Midway Products
Mitsubishi
Northeast Electronics
Poynter Sheet Metal
Rio Tinto Exploration
Service Center Metals
Tailor Welded Blanks

Municipal

Bernard's Township, NJ
Bethpage Water Authority, NY
Cleveland, OH
Dayton, OH
De Soto, KS
Detroit, MI
Great Neck, NY
Grosse Pointe Farms, MI
Hanover, MA
Holland, MI
HRSD, VA
Jacksonville, FL
Monroe, MI
Nipigon, ON
Phillipsburg, NJ
Raccoon Valley, TN
Redlands, CA
Richmond, VA
Roslyn, NY
Saginaw, MI
Shamokin, PA
Steubenville, OH
Sullivan, WI
Talihina, OK
Vancouver, BC
West Carrol, PA
Winkler, MB

Oil & Gas

Atlas Resin Proppants
BP
CEPSA Chimie
Chevron
Citgo
Dearborn Refining (Marathon)
EXXON Mobil
Flint Hills Resources
Husky Oil
Hydro Recovery LP
Koch Refinery

Pharmaceutical /Health Care

Ash Stevens
Bayer Material Science
Merck
Orchid Orthopedic Solutions

Pulp & Paper

International Paper
Weyerhaeuser
White Pigeon Paper
U.S. Gypsum

Semiconductor

Cymer, Inc.
Intel Corporation
Skyworks Solutions, Inc.

Steel Processing

Algoma Tubes
ArcelorMittal Steel
Commercial Steel Treating Corp.
Gerdau MACSTEEL
Heidtman Steel Products, Inc.
I/N KOTE
Mountain State Carbon (RG Steel)
SSAB
United States Steel Corp.

Utilities/Energy

Blue Knight Energy
CalEnergy
DTE Energy
Quantex Energy
Red Lion Bio-Energy
Sanimax Energy
Seminole Electric
Westinghouse Electric

Waste Management

Airvac Services
Algaewheel
CLEANMEX
Doosan Hydro Technology
Elementa Group, Inc.
Emerald Recycling
Enterprise Products
Hydro Recovery, LP
Macomb Disposal Authority
MPR Services
Ostara Nutrient Recovery Technologies
QualaWash
Red Lion Bio-Energy
Rypac Aluminum Recycling
Smith's Creek Landfill
Veolia Environmental
Waste Management
Water Tectonics

A/E Firms and Contractors (Partial List)

A/E Firms

AECOM
Aether DBS
Brown & Caldwell
CH2M Hill
Clearwater Consultants
Continental Research & Engineering
Environ International
ESDM
Genivar
HDR
H2M Architects & Engineers
Hydro Environmental
Jacobs Engineering
Jones & Henry
Loureiro Engineering Associates
MWH Global
S&B Engineers & Constructors
Shaw Environmental
Tetra Tech
Tucker, Young, Jackson, Tull
URS
U.S. Army Corps of Engineers
Washington Group International

Contractors

Aegus Contracting
Allco Construction
Allied Ventilation
Alltech Engineering
Bartlett & West
Barton Malow
Cattrell Companies
CCC & CCM
G.M. McCrossin
Franklin Holwerda
HM White
International Services Company
Judy Construction
Lillard & Clark
Peterson Construction
Procon Niagara
Project Design & Piping
R&R Construction
S&B Engineers & Consultants
Trojan Development Co.
Walbridge
Washington Group International
Weiss Construction
Wieland-Davco Corp.

Registered ISO 9001:2015 and ISO 14001:2015

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MONROE ENVIRONMENTAL
Water & Wastewater Treatment | Air Pollution Control
Registered
ISO 9001:2015
ISO 14001:2015
www.mon-env.com
810 West Front St., Monroe, MI 48161 USA • Phone: 734-242-7654 or 1-800-992-7707 • sales@mon-env.com

City of Wyoming WWTP
2350 Ivanrest Ave SW
Wyoming, MI 49418

December 22, 2025

Attention: John Burke

Reference: Request for Budgetary Quotation
Monroe Environmental Circular Clarifier
M.E.C. Quote # 15435

Dear Mr. Burke,

Per your recent request, Monroe Environmental is pleased to provide this proposal to design and supply (4) Ø100' Monroe Circular Clarifier internals to retrofit the existing primary clarifiers at the City of Wyoming, MI wastewater treatment plant.

Benefits of Utilizing "The Monroe Method"

- In-House Engineering & Fabrication Capabilities
- Shop Assembly Capabilities & Fit-Up as Required
- Dedicated Parts & Service Departments for Ongoing Support
- Experienced & Responsive Project Management Team
- Registered ISO 9001 & ISO 14001 Quality Systems
- 50+ Years of Experience Manufacturing Pollution Control Systems

I. Design Criteria

Monroe Circular Clarifiers	
Number of Units	4 – Identical; Mirrored in orientation
Average Daily / Design Flow	3,333 GPM (4.8 MGD)
Min / Max Daily Flow	1,250 GPM / 7,292 GPM
Tank Diameter	100'-0"
Side Water Depth	7'-0" (Center Depth: 11'-0")
Freeboard	2'-0"
AGMA Continuous Drive Torque Rating	35,000 ft-lb
Momentary Maximum Drive Torque Rating	70,000 ft-lb
Tank Construction	Concrete (Existing)
Floor Slope	1:12
Mechanism Construction	316L Stainless Steel
Stainless Steel Finish	Welds, Weld Marks, and Burn Through to be Passivated per ASTM A967 or B912 Standards
Clarifier Fastener Material	316 Stainless Steel
Gasket Material	Neoprene

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II. Components and Features

Monroe Circular Clarifier	
Drive Unit	- Pier mounted precision fabricated drive - Includes helical gear reduction, intermediate gear reduction unit and enclosed final planetary reduction unit - Output torque limited by torque overload protection device - L10 bearing life of over 200,000 hours - (1) Visual torque indicator visible from the walkway provided - Drive: Up to ¾ HP motor; 3/60/460V - Drive output RPM is 0.023 (7.5 fpm) - Dielectric isolation between drive and 316SS mechanism components included - Supplied drive to be DBS Manufacturing model number D42-AL - Drive bearing warranted for 10 years; Total drive assembly warranted for 5 years
Center Pier	- Ø30" center pier supports drive unit, bridge, and internal mechanism *Note: Deviates from 36" sizing listed in spec to match the drawing; Discussed and confirmed with Fishbeck* - Constructed of 5/16" 316L Stainless Steel - Includes flanged base plate for securing to tank floor - Multiple discharge ports at upper end of pier help to diffuse influent flow entering the influent well - Includes 316 stainless steel bent anchors
Influent Well	- Ø20' x 4'-6" influent well to dissipate influent velocities - Fabricated from $^{3}/_{16}$" thick steel plate - Includes baffled ports to dissipate influent flow to dissipate flow and allows scum to exit the influent well; evenly spaced around perimeter
Drive Cage	- Stainless Steel box truss type construction bolted to main gear - Rotates around the center pier - Supports the clarifier sludge rake arms and influent well
Sludge Rake Arms	- (2) welded steel truss rake arms continuously rake bottom of clarifier floor to move sludge and settled solids to center sludge cone - 14-gauge 316L stainless steel scraper blades - Designed to withstand continuous torque loads

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Scum Skimmers	- (2) surface skimmers consisting of a tangential scum deflector, vertical adjustable support, and pivoting rubber blade - Continuously rotates with clarifier mechanism to direct surface scum into the scum box twice per rotation - Extends from the influent well to the scum baffle - Neoprene wipers included on bottom and both sides of skimmer end
Scum Trough/ Beach	- 4'-0" wide scum trough with beach plate; supported from tank wall - Skimmer arms push scum into scum trough to be discarded - Constructed of ¼" 316 stainless steel with 316 steel support brackets - Designed to support trough structure with scum dead loads plus a 200-lb. point load at the feedwell end of the trough - Includes 2" 316SS flanged connection point for flushing system (flushing equipment & operation by others) - Ø6" 316SS discharge connection; to connect to existing discharge piping
Local Clarifier Control Panel	- NEMA 4X 316SS panel enclosure for local control of each clarifier drive - Includes Start/ Stop push buttons and indicator lights for running, motor overload, alarm torque (100% torque), & cut-off torque (120% torque) - Reset push buttons for cut-off torque and drive overload - Includes motor starter, lockable main safety disconnect switch, power transformer, and emergency stop - Dry contact interlocks for signal relay to owner's SCADA system - Hand-Off-Auto selection control included for operating locally or from owner's SCADA system - Panel to ship loose; To be wired and installed by others - Includes mechanical elapsed time meter for record of drive motor hours - 480V power feed required
On-Site Installation Inspection Visits	- Periodic supervision and inspection of clarifier to ensure proper installation - Visits to occur at the following milestones/intentions; dry inspection, testing, operational start-up, owner training, and post start-up - Includes provisions for (5) trips consisting of (1) day per visit by a Monroe factory trained technician - Excludes all mechanical labor, tools, parts, and equipment
Optional On-Site Supervision	*- Optional on-site commissioning, start-up supervision and/or operator training by a factory trained technician* *- Excludes all mechanical labor, tools, parts, and equipment*

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III. Exclusions, Assumptions & Clarifications

All equipment, components, services, testing, certifications, guarantees, and inspections not specifically called out or identified in this proposal are not included in Monroe Environmental's scope of supply. Storage of completed equipment is excluded. You will be contacted when your equipment is complete and ready for shipment. Please refer to the list below and the Terms & Conditions for a complete list of exclusions

- Monroe assumes that the material and coating stated in this proposal are compatible with the influent water characteristics (pH, Chlorides, Temp., etc.). Customer is responsible for verifying and/or recommending material of construction/coating.
- Instrumentation excluded
- Existing bridge, cover, effluent weir, & scum baffle are noted to be re-used. These items are not a part of Monroe's scope of supply.
- Monroe has included provisions for (1) site visit per basin for field measurements prior to start of engineering design efforts
- Monroe assumes that existing tank and re-used components are in good condition to received new retrofitted components; minor modifications to existing components may be required during installation
- Local control panels to include disconnect for power to panel. Independent local disconnects for drives are not included
- Drive alarm set to 100% and cutoff set to 120% of continuous torque rating
- Monroe Environmental standard NDE/NDT/Quality testing is included (welding to AWS D1.1, Visual weld inspection, hydrostatic testing, Monroe QA/QC documentation); Additional NDE/NDT able to be included at added cost
- Demolition & installation not included; Customer is responsible for ensuring existing bridge and tank cover is properly re-installed with retrofitted internals
- Stainless steel drive housing is excluded
- Performance and Payment Bonds are not included in this proposal. It is our understanding that (this bid is for equipment only, not installation). Can be included at additional cost if required.
- *Monroe Environmental reserves the right to revise pricing and lead times at time of order and/or release to fabrication, if necessary, due to extreme market volatility in both pricing and availability of materials.*

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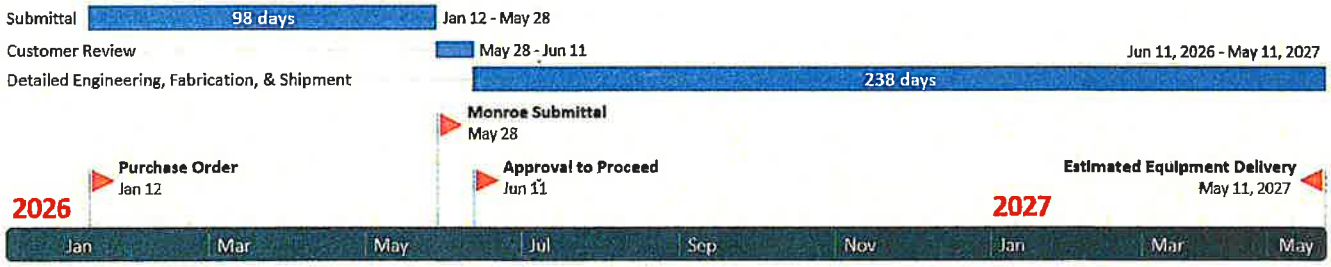
IV. Partial Reference List *(Additional Installations Available Upon Request)*

1. City of Detroit, MI WWTP (GLWA)
    a. (4) 250' Diameter Circular Clarifiers

2. City of Saginaw, MI WWTP
    a. (2) 130' Diameter Circular Clarifiers

3. City of Steubenville, OH WWTP
    a. (3) 75' Diameter Circular Clarifiers

V. Preliminary Project Schedule



The ranges shown above are per the Article 2 Procurement Contract Times in the bid documents. Monroe Environmental can meet these requested times. Monroe Environmental has the ability to deliver the engineering submittals and/or the fabrication and delivery of equipment at shorter lead times than what is stated above if needed.

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VI. Cost Summary

Qty	Item #	Description	Unit Price	Extended Price
4	CIR-100	Ø100' Monroe Circular Clarifier 316 SS Internal Mechanism *As Described Above; Includes Freight to Site*	$ 331,500.00	$1,326,000.00
4	CONTROLS	NEMA 4X Local Drive Control Panel *As Described Above*	$ 15,600.00	$62,400.00
5	ON-SITE	Periodic Installation Inspection Visits *As Described Above*	$ 1,800.00	$ 9,000.00

This Proposal is subject to Monroe Environmental's Terms & Conditions *(See Below)*

Please include quote number (15435) with any correspondence pertaining to the above information.

Thank you for the opportunity to quote this equipment to you. Please let us know if we may provide additional information regarding our proposal.

Sincerely,
Monroe Environmental

Patrick Wright
Sales & Applications
Email: pwright@mon-env.com
Phone: 734-342-2122

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Wyoming, MI 49418

December 22, 2025

Attention: John Burke

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Monroe Environmental Circular Clarifier
M.E.C. Quote # 15435

Monroe Environmental Terms & Conditions

This proposal is valid for thirty (90) days. We reserve the right to correct any typographical errors in our proposal.

Deliverables – Equipment Delivery, Approval Drawings, Schedules, IO&M Manuals, Etc.

Estimated delivery to be confirmed at time of purchase order and able to be amended to suit project needs.

Monroe Environmental is not including special provisions for expedited delivery. Normal delivery excludes holidays.

Shipment quoted is estimated in weeks after complete order information is received at Monroe Environmental. The delivery date is contingent on approved drawings being released for manufacturing. Delivery will be confirmed within two (2) weeks upon receipt of the approved drawings from the Purchaser.

Drawings will be sent electronically for approval.

Items called out in this proposal are to be supplied by the specified manufacturer or equal.

One (1) electronic and one (1) hard copy of the Operation and Maintenance manual will be included.

Warranty

Monroe Environmental warrants the equipment against defects in workmanship and material for a period of 12 months after acceptance (5 year warranty included for drive unit only). The warranty is for parts only and does not include freight; if a technician were required it would be at an additional charge. Monroe is not liable for production, downtime or incidental(s) costs. This warranty does not cover corrosion or failures that result from process or operational variations that are unknown, undocumented, unforeseen, or unverifiable prior to the purchase of the equipment.

Payment Terms

Progressive Payments to be as follows:

10% Invoiced at submission of approval drawings.
70% Invoiced at Delivery of Goods to Point of Destination.
10% Invoiced at Certification of Installed Equipment by Monroe.
10% Invoiced at Completion of Special Services.

All payments are due net thirty (30) days with exception to the final 10%, which is due at equipment acceptance or thirty (30) days after shipment, whichever occurs first.

Purchasers shall be charged a 2% late fee per month based on total project price when invoices are not paid by the due date as agreed upon. Purchaser shall incur all of MEC's reasonable costs for legal fees to collect unpaid balances. MEC retains the right to withhold shipment of the equipment until unpaid invoices paid as agreed upon. All orders subject to credit approval.

Purchaser will be charged a storage fee if completed equipment is not picked up from our facility within two (2) weeks of the date agreed upon by both parties— Due to either revised pick-up date by customer request or if payments are not received in a timely manner as agreed upon. Storage and handling fees determined by sole discretion of Monroe Environmental and may require an offsite storage facility. All liquidated damages / late delivery fees negated if delay in shipment caused by customer.

Sales or use tax is not included in this proposal. Customer to provide sales/use tax exemption form, if applicable. Customer is required to accrue and pay applicable sales/use tax directly to the state and provide Monroe with copy of its direct pay permit.

Purchase Order Revisions, Changes, & Cancellations

Purchase Order revisions made by the Purchaser shall be subject to the modifications in delivery timing and pricing.

Purchaser shall also be liable to pay the corresponding price of any items and materials which may already have been purchased or used for the manufacturing of the contract goods as specified on the order and which may have become unusable due to the order change requested by the Purchaser.

A cancellation fee will be applied to all cancelled orders. Cancellation fee will be based on cost incurred from Purchase Order Date to Cancellation Date.

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Back-Charges, Delays, Disputes, & Damages

Monroe Environmental is not responsible for any damages, back-charges, or schedule delays that are the result of the Purchaser's failure to provide sufficient information in a timely fashion as outlined in MEC's proposal or RFIs (requests for information) relating to scope of supply, order confirmation, MEC approved drawings, or all other information that is requested by Monroe Environmental. All such delays will extend the project schedule and may result in late delivery of approval drawings, equipment, and any other related MEC deliverables.

Monroe Environmental does not anticipate problems with the erection of this equipment. However, due to the nature of fabricated equipment, a certain amount of field fit-up and adapting work may be required by the erector. This is considered to be a normal part of erection, as well as the use of such tools as come-alongs, welding and cutting torches, and drift pins. The AISC "Code of Standard Practice", latest edition, specifically states under "Correction of Errors" that cutting, reaming, and use of drift pins are a part of standard erection practice:

> "Normal erection operations include the correction of minor misfits by moderate amounts of reaming, chipping, welding or cutting, and the drawing of elements into line through the use of drift pins. Errors which cannot be corrected by the foregoing means or which require major changes in member configuration are reported immediately to the owner and fabricator by the erector, to enable whoever is responsible either to correct the error or to approve the most efficient method of correction to be used by others."

Monroe Environmental will not accept any charge for modification, servicing, adjustment, or for any other item without written authority in the form of a PURCHASE ORDER issued from the home office in Monroe, Michigan IN ADVANCE of doing the work. This authority will only be given when satisfactory proof is submitted and the authority will only then be issued providing the price is agreed upon and the authority is given as outlined above by a Monroe Environmental Project Manager.

Monroe Environmental is not responsible for any design, scheduling, performance, or installation back-charges that result from unknown, undocumented, unforeseen, or unverifiable dimensions, site-specific conditions, or schedule deviations. The Purchaser shall provide notification of such discrepancies, as well as satisfactory proof of their occurrences, in writing to Monroe Environmental within seven (7) days of the Purchaser's awareness of them. Monroe Environmental will not honor any back-charge submitted contrary to this agreement and any such back-charge will be rejected in total without consideration.

The terms of this proposal and dispute arising under the terms of this order or in connection with Monroe Environmental's work shall be governed in all respects by the laws of the State of Michigan. The federal and state courts of Michigan shall be the exclusive forum for adjudicating any claim, controversy, or dispute concerning a question of fact or law arising out of or relating to this proposal. Purchaser hereby consents to the jurisdiction and venue of such courts, and waives any objection it may have on the basis of lack of personal jurisdiction or forum non conveniens.

Exclusions

Additional Exclusions, unless otherwise noted in this proposal:

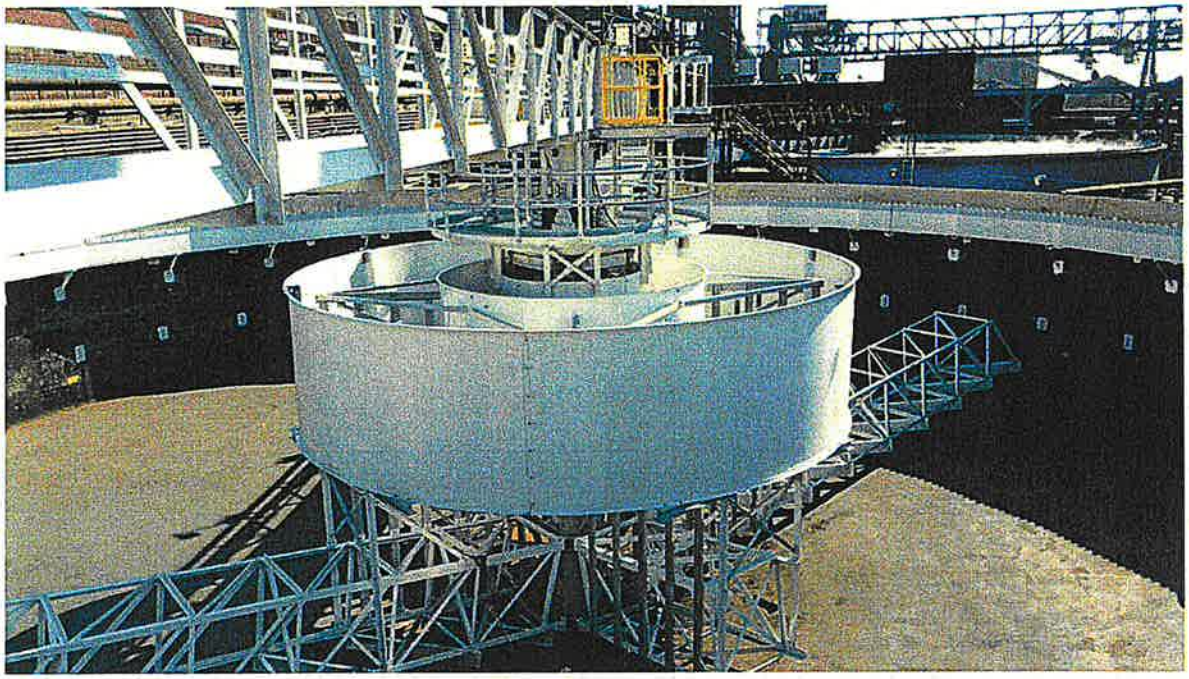
- Freight
- Offloading services
- Special packaging
- Sales Tax, Duties, Tariffs
- Installation
- Installation supervision
- Installation start-up
- Training
- Field service
- Non-Destructive testing
- On-site Running/Performance test
- CSA Inspection
- Pressure vessel stamp
- Process / Performance guarantees
- Liquidated damages
- Consequential damages
- Insulation / Freeze protection
- Heat tracing
- External piping
- Dampers
- Interconnection ductwork
- Explosion vents
- Sludge handling equipment
- Emergency pressure relief valves
- Explosion proof motors/ Inst.
- Chemical storage
- Chemical feed equipment
- On-site storage
- Polymer / Chemicals
- External Valves
- Field Paint
- Exhaust Stack(s)
- Drain Lines
- Anchor bolts

All materials and labor beyond the scope of this proposal are not included

MONROE ENVIRONMENTAL

Water & Wastewater Treatment | Air Pollution Control

CLARIFIER REBUILDS & RETROFITS



Why Rebuild or Retrofit Existing Clarifiers?

Rebuilding and replacing the internals of a concrete or steel tank clarifier is a quick, cost-effective solution versus constructing an entirely new system. The clarifier tanks often maintain a suitable operating condition while the skimmer arm, center well, drive assembly, and sludge rakes corrode and wear beyond an acceptable level.

The Benefits of a Monroe Environmental® Clarifier Rebuild are Straightforward and Simple:

- Faster installations with minimal clarifier downtime
- Reduces total cost
- Improves performance
- Reduces future maintenance costs

These benefits are realized because we are often able to fully assemble clarifier equipment before it ships to the job site. In such a case, we inspect and test every bolt, weld, and panel to make sure that each component fits together perfectly before it is shipped to site and installed. This key step can be the difference between a few days of simple installation or weeks of fitting, engineering, and re-working equipment in the field. By reducing installation time, projects can often be completed ahead of schedule with minimal labor cost.

Clarifier Rebuild Services

- Site visit and clarifier evaluation
- Exact replacement or modified designs to improve performance
- Variety of construction materials and coatings available
- Demolition and installation
- Bypass services to keep plant online during replacement

Photo above: *Clarifier upgrade for steel mill meets stringent performance requirements. Monroe's value engineering of the effluent weir and launder design for the rebuild of the 100 ft. Thickener Clarifier saved the plant approximately $145,000 in capital costs, lowered installation costs, and improved the overall schedule. Monroe's clarifier met the process guarantee requirements of 15mg/L TSS and 5% solids sludge underflow, allowing the plant to effectively recycle the water with minimized sludge dewatering costs.*

Clarifier Rebuilds: Recent Projects

Primary Clarifier: Municipal Wastewater Treatment

Conversion to Spiral Scrapers

The City of Detroit WWTP needed to upgrade (4) of its 250 ft. primary clarifiers. The plant decided to replace the internal components with a combination of mild, coated steel and non-corrosive stainless steel members. The project included converting the sludge rakes to higher efficiency spiral scrapers and rehabilitating existing drive units, as well as replacing influent wells, column supports, weirs, baffles, and launders.

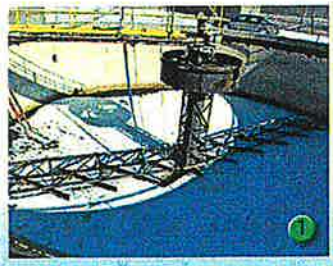


Before (Photo 1): One of the Clarifiers before rehabilitation
After (Photo 2): *One of the Primary Clarifiers ready to return to operation.*

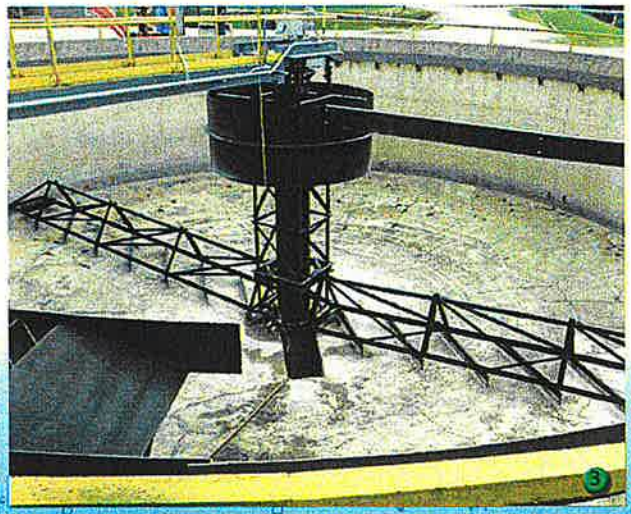


Circular Clarifier: Chemical Manufacturing Plant

Exact Replacement of Clarifier Internals







Before (Photo 1): *Existing 55 ft. diameter Scraper Clarifier at chemical manufacturing plant.* **Fabrication (Photo 2):** *New Clarifier internals completely assembled in Monroe shop.* **After (Photo 3):** *Installation of new internals as well as drive, bridge, and walkway.*



Circular Clarifier: X-Flo™ Bypass for Truck Assembly Plant: 100% Uptime!

X-Flo Mobile Clarifier Provides No Downtime Solution

A truck assembly plant needed a rebuild for their 40 ft. clarifier, and downtime was not an option. Monroe executed a complete, turn-key solution that included a new circular clarifier internal mechanism, demo/install of the circular clarifier, and rental of an X-Flo Mobile Clarifier to bypass the existing clarifier while it was being rebuilt.

The Monroe X-Flo Mobile Clarifier was installed prior to taking the clarifier offline while the new internal mechanism was being fabricated. When it came time for the rebuild, the plant easily diverted flow to the X-Flo Mobile Clarifier and continued operations as usual. The old clarifier was drained, internals removed, and the new clarifier mechanism was installed. The complete project took just a few weeks with no downtime!

Vertical Plate Clarifiers: Retrofit at a Catalyst Plant

Rebuild for Under-Performing Clarifiers

A chemical plant had two under-performing lamella plate clarifiers with internal components that were warped, buckling, and in danger of collapsing. The plate supports, separation walls, and structural members were inadequate for supporting the internals given the stresses from elevated liquid temperatures and process loading requirements.

Monroe designed and fabricated customized rehabilitation kits for two underperforming lamella plate clarifiers that would solve structural and process deficiencies, and be able to be installed without deconstructing the separators. This lowered the total project cost and allowed the plant to execute the retrofit during a scheduled shutdown.





After (Photo 1): *Installation of retrofit components*

Before (Photo 2): *Lamella plates in danger of collapsing due to elevated liquid temperatures.*

Rebuild and Replace for Long Term Performance

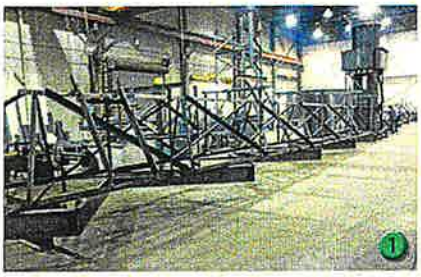
If you plan to rebuild or retrofit a water or wastewater treatment clarifier, call Monroe Environmental. We specialize in the repair, retrofit, replacement and general upgrading of clarifiers. We recognize that up-time is critical; we've replaced whole systems in as little as 3 days—from empty tank to new internals installed and operating.

Secondary Clarifier: Municipal Wastewater Treatment

Replacement of Two 130' Secondary Clarifiers at a 25 MGD Wastewater Treatment Facility

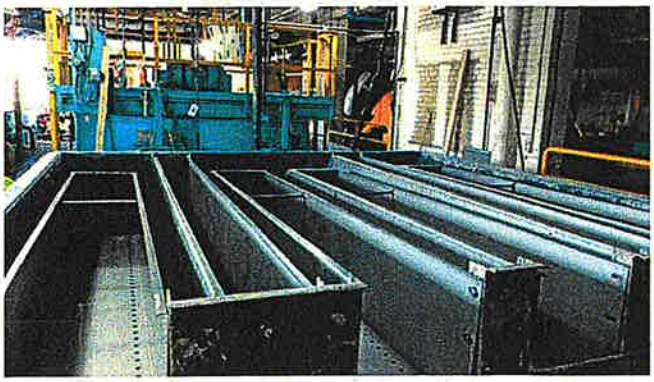
Monroe oversaw the removal of the clarifier internals and designed a new system to perfectly fit the existing concrete tank.

Each 130 ft. clarifier rake arm was fully assembled and pre-fit to simulate the angle of the existing clarifier tank floor. This ensured that on-site installation would be as fast as possible, with no field engineering or fabrication required.





Before (Photo 1): *Assembly of 130 ft. clarifier rakes*
After (Photo 2): *Secondary Clarifier ready to return to operation after just a three day installation.*

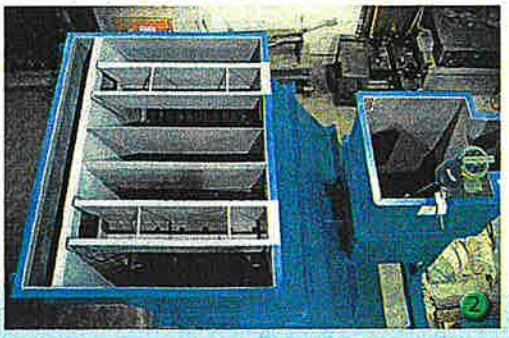


Vertical Plate Clarifiers: Rebuild of a Competitor's Inclined Plate Clarifier

Clarifier for Heavy Metals Discharge

Clarifier rebuild of a competitor's inclined plate type clarifier to improve performance, eliminate bypass, and achieve compliance for heavy metals (zinc) discharge. Scope included new internal baffles, separator plates, gaskets, and launders. Monroe provided equipment, demo, and installation turnkey.





Vertical Clarifier: Plating Company

Refurbished Plate Clarifier Tank and Internals

Before (Photo 1): *Existing Vertical Clarifier at a plating company.* **After (Photo 2):** *Refurbished Vertical Clarifier in Monroe shop.*

MONROE ENVIRONMENTAL
Water & Wastewater Treatment | Air Pollution Control

810 West Front St., Monroe, MI 48161 USA
Phone: 734-242-7654 • 800-992-7707 • sales@mon-env.com

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MONROE ENVIRONMENTAL
Water & Wastewater Treatment | Air Pollution Control

Representative Customers & Clients

Since 1970, Monroe Environmental has provided over 6,000 environmental systems – equipment, engineering, and related services – to many of the largest and most prestigious companies in the world. The following is a partial list of these clients by industry.

Aerospace

BAE Systems
GE
Hi-Tek Manufacturing
KUKA Systems
Orbital ATK
Pratt & Whitney Aircraft
Rockwell Collins
United Airlines

Automotive

Acme Manufacturing
Associated Spring
BorgWarner Drivetrain Systems
Bridgestone Firestone
Chrysler
COMAU
Continental Automotive Systems
Cooper Power Systems
Dana Corp.
Delphi
Detroit Diesel
Durr
Elwema Automotive GmbH
Empire Wire & Supply
Federal Mogul
Ford Motor Company
GM
Grob-Werke GmbH
Gunite Corp.
Hitachi Automotive Systems
Hoosier Tire & Rubber
Mitsubishi
Nagel Precision
Reinhart Industries, Inc.
Star SU
Texas Machining
Toyota
Union Spring
Universal Bearings
Viscotec Automotive Products
Visteon

Building Materials

Axiall
CertainTeed Corp.
Commonwealth Laminating & Coating
Delta Faucet
Fibrex Insulations
GE
Guardian Industries
Knauf Fiberglass
Johns Manville
Northeast Electronics
Northwest Hardwoods
Owens Corning
Owens Illinois
St. Gobain Ceramic Materials
Southwest Laminates
Texas Tile
Thermal Ceramics
Tremco
U.S. Gypsum

Chemical Processing

Advanced Refining Technologies
Akzo Nobel
Albemarle Corp.
Barton Malow
BASF
Basic Chemical Solutions
Bayer Material Science
Clorox Company
Cytec Industries
Daikin America
Dow Chemical Company
Dow Corning
Dupont
Envirotech Chemicals
FMC BioPolymer
General Chemical
Haldor Topsoe Chemical Co.
Ioditech
Lonza Microbial Control (Arch Chemical)
Madison Chemical
Monument Chemical
Nalco
Niles Chemical Paint
Nova Chemicals
Solvay Specialty Polymers
Walbridge Aldinger
Westlake PVC
Whitmore Manufacturing

Food & Beverage Processing

American Sugar Refining
Cargill
Coca Cola
Comstock Michigan Fruit
ConAgra Foods
Crown Cork & Seal
Cypress Grove Chevre
Dean Specialty Foods
Del Monte/ Big Heart Pet Brands
Farmland Foods
First Fertilizer
Florida Beef Company
Frito Lay/Pepsi
John Morrell & Co.
Kings Command Foods
Kingsford Charcoal
Koch Foods
Kraft Foods
McCain Foods
MillerCoors
National Beef Leathers
North American Fertilizer
Pick Up Stix
Sun Maid Growers
The Andersons
Vaughn Foods

General Industry

Airtex Products
Allen Filtration
American Mitsuba
Andritz Separation
Balance Engineering
Barton Malow
Briggs & Stratton
Bobcat Company
Colgate Palmolive
Cooper Power Systems
Daramic
Denso International
Detroit Stoker
Durr
Eaton
Exide Corp.
Explo Systems, Inc.
Fastenal
GE
Glad Manufacturing
Husqvarna
John Deere
Midbrook Industrial Washers
Milacron
Siemens
Surface Combustion
Tarmac International
Trionetics
Truflow Systems
Veolia Environmental
Watlow Electric
Westech, Inc.
Whirlpool
Whitmore Manufacturing

Glass & Plastics

Asahi Kasei Plastics
Georgia Gulf Corporation (Axiall)
Guardian Industries
Knauf Fiberglass
Johns Manville
Modified Plastic
Owens Brockway
Owens Corning
Owens Illinois
Plastipak
Thermal Ceramics
Westlake PVC
Witt Plastics

Government

Amtrak
Corpus Christi Army Depot
Grand Bahama Shipyard
Red River Army Depot
U.S. Army
U.S. Navy

Institutional

Charleston Area Medical Center
Grand Bahama Shipyard
Texas A&M University
University of Delaware
University of California, San Diego

Machining/ Automation

Acme Manufacturing
ASE Industries
Barnes International
Better Engineering
COMAU
Enshu Corp.
Etxe-TAR
FANUC
Fines Landis (Cinetic)
GE
Gehring
Grob-Werke GmbH
Heller Machine Tools
Hi-Tek Manufacturing
IMPCO
Ingersoll
Kennametal
KUKA Systems
Johnson Control
MAG IAS
Mitsubishi
Motion Industries
Nagel Precision
NTC America
Parker Hannifin
Reinhart Industries, Inc.
Rockford Products
Saginaw Machine System
Sugino
Supfina
Texas Machining
Universal Bearings
Utica Automation
Valiant Machine & Tool

Mining & Metals

Aleris Rolled Products
Commonwealth Aluminum
Cripple Creek & Victor Gold Mining
Curtis Thermal Processing
Elna Magnetics
FATA Hunter
FKM USA
Grob-Werke
JFX Plating
Metaldyne
Midway Products
Mitsubishi
Northeast Electronics
Poynter Sheet Metal
Rio Tinto Exploration
Service Center Metals
Tailor Welded Blanks

Municipal

Bernard's Township, NJ
Bethpage Water Authority, NY
Cleveland, OH
Dayton, OH
De Soto, KS
Detroit, MI
Great Neck, NY
Grosse Pointe Farms, MI
Hanover, MA
Holland, MI
HRSD, VA
Jacksonville, FL
Monroe, MI
Nipigon, ON
Phillipsburg, NJ
Raccoon Valley, TN
Redlands, CA
Richmond, VA
Roslyn, NY
Saginaw, MI
Shamokin, PA
Steubenville, OH
Sullivan, WI
Talihina, OK
Vancouver, BC
West Carrol, PA
Winkler, MB

Oil & Gas

Atlas Resin Proppants
BP
CEPSA Chimie
Chevron
Citgo
Dearborn Refining (Marathon)
EXXON Mobil
Flint Hills Resources
Husky Oil
Hydro Recovery LP
Koch Refinery

Pharmaceutical /Health Care

Ash Stevens
Bayer Material Science
Merck
Orchid Orthopedic Solutions

Pulp & Paper

International Paper
Weyerhaeuser
White Pigeon Paper
U.S. Gypsum

Semiconductor

Cymer, Inc.
Intel Corporation
Skyworks Solutions, Inc.

Steel Processing

Algoma Tubes
ArcelorMittal Steel
Commercial Steel Treating Corp.
Gerdau MACSTEEL
Heidtman Steel Products, Inc.
I/N KOTE
Mountain State Carbon (RG Steel)
SSAB
United States Steel Corp.

Utilities/Energy

Blue Knight Energy
CalEnergy
DTE Energy
Quantex Energy
Red Lion Bio-Energy
Sanimax Energy
Seminole Electric
Westinghouse Electric

Waste Management

Airvac Services
Algaewheel
CLEANMEX
Doosan Hydro Technology
Elementa Group, Inc.
Emerald Recycling
Enterprise Products
Hydro Recovery, LP
Macomb Disposal Authority
MPR Services
Ostara Nutrient Recovery Technologies
QualaWash
Red Lion Bio-Energy
Rypac Aluminum Recycling
Smith's Creek Landfill
Veolia Environmental
Waste Management
Water Tectonics

A/E Firms and Contractors (Partial List)

A/E Firms

AECOM
Aether DBS
Brown & Caldwell
CH2M Hill
Clearwater Consultants
Continental Research & Engineering
Environ International
ESDM
Genivar
HDR
H2M Architects & Engineers
Hydro Environmental
Jacobs Engineering
Jones & Henry
Loureiro Engineering Associates
MWH Global
S&B Engineers & Constructors
Shaw Environmental
Tetra Tech
Tucker, Young, Jackson, Tull
URS
U.S. Army Corps of Engineers
Washington Group International

Contractors

Aegus Contracting
Allco Construction
Allied Ventilation
Alltech Engineering
Bartlett & West
Barton Malow
Cattrell Companies
CCC & CCM
G.M. McCrossin
Franklin Holwerda
HM White
International Services Company
Judy Construction
Lillard & Clark
Peterson Construction
Procon Niagara
Project Design & Piping
R&R Construction
S&B Engineers & Consultants
Trojan Development Co.
Walbridge
Washington Group International
Weiss Construction
Wieland-Davco Corp.

Registered ISO 9001:2015 and ISO 14001:2015

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02.02.2026
Planning/CED

RESOLUTION NO. _____

A RESOLUTION TO INCREASE THE PROJECT COST FOR THE WYOMING SENIOR CENTER CEILING TILE REPLACEMENT PROJECT

WHEREAS:

1. Vander Kodde Construction Co. was awarded the Wyoming Senior Center ceiling tile replacement project as the low bid for $68,134 at the December 15, 2025, meeting of the Wyoming City Council.
2. Upon undertaking construction, Vander Kodde Construction Co. discovered damage to the ceiling grid that required work that exceeded the original scope of work, including replacing: ceiling grid, flat panel lights, diffusers, return air grill, and exhaust fan intake grill.
3. City staff have confirmed the necessity of the additional work and the reasonableness of the quoted expense for that work of $7,424.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes an increase of $7,424 to the Wyoming Senior Center ceiling tile replacement project and authorizes the City Manager to sign the change order with Vander Kodde Construction Co.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 2, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

CITY OF WYOMING | COMMUNITY AND ECONOMIC DEVELOPMENT

1155 28th Street SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

Staff Report

Date: January 27, 2026

Subject: Wyoming Senior Center Ceiling Tile Project

From: Paul Smith, Assistant Director of Community and Economic Development

CC: John Shay, City Manager
Nicole Hofert, Deputy City Manager

Meeting Date: February 2, 2026

RECOMMENDATION

It is recommended that City Council authorize an increase of $7,424 for the Wyoming Senior Center ceiling project.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
  - GOAL 3 – Enhance community engagement and recreational opportunities for our residents.

DISCUSSION

The City of Wyoming Parks and Recreation Department is committed to providing park, leisure and recreational opportunities that improve the lives of Wyoming residents. Quality parks and recreational programs directly impact property values, community aesthetics and the economic vitality of the city.

The WSC is a community asset for both physical and mental wellness. The upkeep and care of the aging facility is vital for our senior population as well as the overall health of our community. Well maintained parks create safe spaces for recreation, reducing and preventing participant injuries. They also have a positive direct impact on property values.

On December 15, 2025, the city awarded Vander Kodde Construction the bid for the WSC Ceiling Tile Replacement project at a value of $68,164. After construction began, Vander Kodde Construction discovered additional elements of the ceiling system that needed to be replaced, including: ceiling grid, flat panel lights, diffusers, return air grill, and exhaust fan intake grill. Most of these additions come from the failure of the ceiling grid, which was not included in the original scope. Vander Kodde Construction estimates an increase of $7,424 to add these elements to the prior scope of work and the Parks and Recreation staff recommended approving this change. This increase does not exceed the amount approved by the Community Development Committee, but does exceed what City Council approved in its December 15, 2025, resolution.

BUDGET IMPACT

Sufficient funds are available in the account 251-701-69420-956.000.

ATTACHMENTS

Resolution To Authorize
Contract

January 27, 2026

Wyoming Senior Center

Clay Art Studio Ceiling Replacement

Demo/Clean Up	
LPDA – New Ceiling Grid	$3169
Electrical Install 20 2x2 Flat Panel LED's with 4 extra 2x2 LED flat panels for stock	$2800
Mechanical Install 3 new diffusers, 1 return air grill, and 1 exhaust Fan intake grill.	$780
VKC G&A	$675
Total	**$7,424**

Submitted by,

Jim Hulbert

Jim Hulbert / VANDER KODDE CONSTRUCTION

Cell: 616.634.1720 / jim@vanderkoddeconstruction.com

RESOLUTION NO._____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
PARATECH RESCUE EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from MacQueen for Paratech rescue equipment in the total estimated amount of $94,785.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of Paratech rescue equipment from MacQueen.
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 February 2, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Sole Source Letter
Contract/Quote

CITY OF WYOMING | FIRE DEPARTMENT

1250 36th St. SW, Wyoming, MI 49509
616.530.7250 | wyomingmi.gov

STAFF REPORT

Date: January 6, 2026

Subject: Rescue Equipment

From: Dennis Van Tassell, Fire Chief

CC: Kip Snyder - Public Safety Chief

Meeting Date: February 2, 2026

RECOMMENDATION:

It is recommended that City Council approve the purchase of Paratech rescue equipment from MacQueen. These purchases were recommended to City Council by the Community Development Committee at its December 18, 2025, meeting. The cost of the equipment is $94,100.00 with an additional freight cost of $685.00, totaling $94,785.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Paratech rescue equipment that is being requested are components and systems that are interchangeable to create different systems for structure stabilization during structure collapse or for a compromised building. The fire department regularly runs incidents such as cars into buildings and these systems would stabilize the structure while personnel assess potential patients and the building's integrity for potential collapse. Other incidents that occur that de-stabilize a building such as water leaks, heavy wind, or snow buildup will provide additional safety tools for fire personnel and city building inspections personnel that are evaluating compromised buildings.

The attached quote lists the equipment necessary to create different shoring systems that support a building in different ways. Some of the pieces can also be used in Trench Rescue situations to stabilize incidents prior to more advanced rescue operations.

Paratech equipment is interchangeable with the Grand Rapids Fire Department rescue equipment. There was no bid for this equipment; McQueen Resources LLC is the sole vendor for the State of Michigan for this specific system.



BUDGET IMPACT:

Funds are supplied through the Community Development Block Grant. Funds are budgeted in account number 251-701-69425-975.000

Attachment(s):
Contract
Quote
Sole Source Letter

December 12th, 2025

Wyoming Fire Department
Attn: Battalion Chief Bryan Butcher
1250 36th Street SW
Wyoming, MI 49509

I am pleased to inform you that MacQueen is the only authorized dealer of the Paratech Product Line and product familiarization of our products in the state of Michigan.

Please feel free to refer your product inquiries to Macqueen. They are well trained and properly equipped to service your requirements for Paratech products. I am quite proud of our long-standing relationship with MacQueen and know they will serve you well before and after the sale.

I appreciate your interest in our fine products and along with MacQueen look forward to providing you with the most advanced and highest quality equipment available for today's hazardous rescue operations.

Best Regards

PARATECH INC.

Mike Ulibarri
Signer ID: BQUGPWG014..

Mike Ulibarri

Sales Manager, Western Hemisphere

CITY OF WYOMING

CITY STANDARD CONTRACT

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

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

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

Contractor means: MACQUEEN
[Name of contracting entity]
A MINNESOTA, LLC
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
1125 7TH. STREET
[Contractor's street address]
ST. PAUL, MN 55106
[Contractor's city, state & zip]

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

Effective Date means: 1/08/2026, 2025. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: _____
Gregory T. Stremers, City Attorney

Contractor:

By: _____
[Signature officer, director, or principal of Contractor]
STEVE MEEKHOF
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 01/06/26, 2026

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

4. Qualifications. Contractor represents and promises that:

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: $2,000,000 Each Occurrence Limit $2,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a $1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

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

19. General Terms.

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

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

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

MacQueen
350 Austin Circle
Delafield, WI 53018
(262) 646-5911
Fax: (262) 646-5912

Ship To: WYOMING FIRE DEPARTMENT
ATTN: GREGORY HILL 616-530-7250
1250 36TH ST SW
WYOMING, MI 49509-2825

Invoice To: WYOMING FIRE DEPT
1250 36TH ST SW
WYOMING MI 49509

Attention: Gregory Hill

Branch		
16 - DELAFIELD, WI		
Date	Time	Page
01/06/2026	13:47:29 (O)	1
Account No	Phone No	Est No 01
WYOMI004	6165307250	048632
Ship Via	Purchase Order	
BEST WAY	PARATECH STRUTS	
Tax ID No		
	Salesperson	
	529 / 345	

ESTIMATE EXPIRY DATE: 02/05/2026

PARTS ESTIMATE - NOT AN INVOICE

Part#	Description	U	Qty	Price	Amount
22-796360	STRUT 72-116		9	2186.00	19674.00
PARATECH RESCUE SUPPORT SYSTEMS LONGSHORE STRUT 610, 72" TO 116" RANGE					
22-796342	LONGSHR EXT 235		5	646.00	3230.00
PARATECH RESCUE SUPPORT SYSTEMS LONGSHORE STRUT EXTENSION 235, 24" EXTENSION					
22-796356	LONGSHORE EXT		1	908.00	908.00
22-796376	PARATECH RESCUE		1	1155.00	1155.00
PARATECH RESCUE SUPPORT SYSTEMS LONGSHORE STRUT EXTENSION 635, 67" EXTENSION					
22-796206	STRUT 19-25		6	625.00	3750.00
PARATECH RESCUE SUPPORT SYSTEMS ACMETHREAD STRUT, 19" TO 25" RANGE					
22-796200	STRUT 25-36		2	719.00	1438.00
PARATECH RESCUE SUPPORT SYSTEMS ACME THREAD STRUT, 25" TO 36" RANGE					
22-796202	PARATECH STRUT		6	903.00	5418.00
PARATECH RESCUE SUPPORT SYSTEMS ACMETHREAD STRUT, 37" TO 58" RANGE					
22-796204	ACMETHREAD STRU		5	1177.00	5885.00
ACMETHREAD STRUT 56-88					
22-796134	PARATECH RESCUE		7	195.00	1365.00
PARATECH RESCUE SUPPORT SYSTEMS CHANNEL BASE 4" X 4" (ONLY) FOR ALL PARATECH STRUTS..*STRUTS SOL...					
22-796136	CHANNEL BASE		4	221.00	884.00
PARATECH RESCUE SUPPORT SYSTEMS CHANNEL BASE 6" X 6" (ONLY) FOR ALL PARATECH STRUTS..*STRUTS SOL...					
22-796092	ANGLE BASE 3X4		4	284.00	1136.00
ANGLE BASE 3X4					
22-796060	6" SWIVEL BASE		27	426.00	11502.00

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Ship Via	Purchase Order	
BEST WAY	PARATECH STRUTS	
Tax ID No		
	Salesperson	
	529 / 345	

ESTIMATE EXPIRY DATE: 02/05/2026

PARTS ESTIMATE - NOT AN INVOICE

Part#	Description	U	Qty	Price	Amount
PARATECH RESCUE SUPPORT SYSTEMS SWIVEL BASE 6" (ONLY) FOR ALL PARATECH STRUTS					
22-796036	Strut Extension		3	398.00	1194.00
STRUT EXTENSION 3 FT					
22-796290	PARATECH RESCUE		2	625.00	1250.00
PARATECH RESCUE SUPPORT SYSTEMS LONGSHOR E RAKER JUNCTION BASE (ONLY) FOR PARATEC H LONGSHORE RAKE...					
22-796350	PARATECH RESCUE		1	1160.00	1160.00
Longshore Adjustable Brace B57					
22-796017	6" EXTENSION		12	237.00	2844.00
Paratech Rescue Support Systems Strut Extension, 6" Extension (for AcmeThread and LockStroke Struts)					
22-796012	12" EXTENSION		6	258.00	1548.00
Paratech Rescue Support Systems Strut Extension, 12" Extension (for AcmeThread and LockStroke Struts)					
22-796024	PARATECH 24" EX		6	326.00	1956.00
Paratech Rescue Support Systems Strut Extension, 24" Extension (for AcmeThread and LockStroke Struts)					
22-895400G3	G3 REGULATOR		1	903.00	903.00
Paratech Rescue Support Systems Strut/Airgun Pressure Regulator G3 300psi (Only), 5,500-0 psi w/ CGA 347/346 Inlet					
22-890513	HOSE 16' BLACK		1	111.00	111.00
Paratech Air Lifting Bag Air Hose w/ Couplings, 3/8 in X 16 ft, bLACK					
22-890523	HOSE 32' BLUE		2	132.00	264.00
Paratech Air Lifting Bag Air Hose w/ Couplings, 3/8 in X 32 ft, Blue					
22-890524	HOSE 32' GREEN		2	132.00	264.00

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Ship Via	Purchase Order	
BEST WAY	PARATECH STRUTS	
Tax ID No		
	Salesperson	
	529 / 345	

ESTIMATE EXPIRY DATE: 02/05/2026

PARTS ESTIMATE - NOT AN INVOICE

Part#	Description	U	Qty	Price	Amount
	Paratech Air Lifting Bag Air Hose w/ Couplings, 3/8 in X 32 ft, Green				
22-890521	HOSE 32' RED		2	132.00	264.00
	Paratech Air Lifting Bag Air Hose w/ Couplings, 3/8 in X 32 ft, Red				
22-890520	HOSE 32' YELLOW		2	132.00	264.00
	Paratech Air Lifting Bag Air Hose w/ Couplings, 3/8 in X 32 ft, Yellow				
22-890736	PARATECH MAXIFO		2	147.00	294.00
	PARATECH MAXIFORCE ACCESSORIES, "Y" CON NECTOR ADAPTER W/ (2) COUPLINGS AND (1) MAXIFORCE NIPPL...				
22-796530	PARATECH RESCUE		1	5872.00	5872.00
	MONOPOD KIT				
22-796575	PARATECH RESCUE		1	1091.00	1091.00
	HITCH BASE				
22-887005K	A/k CUSHION 3.3		1	3369.00	3369.00
	A/k Cushion 3.3 Ton (3.0mt)				
22-887010K	PARATECH RESCUE		1	3768.00	3768.00
	PARATECH B/K CUSHION, 5.1 TON				
22-887350	Inline Rel 14.5		1	702.00	702.00
	PARATECH Inline Relief Shut Off Hose Assy. Red				
22-887352	Inline Rel 14.5		1	702.00	702.00
	PARATECH Inline Relief Shut Off Hose Assy. Blue				
727300	CMC ARIZONA VOR		1	5702.00	5702.00
	CMC ARIZONA VORTEX COMPLETE KIT, INCLUDES: 2-Piece Head Set Head Set Pulley Wheel Head Pins (4) Inner Legs (3) Outer Legs (7)				

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1250 36TH ST SW
WYOMING, MI 49509-2825

Invoice To: WYOMING FIRE DEPT
1250 36TH ST SW
WYOMING MI 49509

Attention: Gregory Hill

Branch: 16 - DELAFIELD, WI		
Date: 01/06/2026	Time: 13:47:29 (O)	Page: 4
Account No: WYOMI004	Phone No: 6165307250	Est No: 01 048632
Ship Via: BEST WAY	Purchase Order: PARATECH STRUTS	
Tax ID No:		
	Salesperson: 529 / 345	

ESTIMATE EXPIRY DATE: 02/05/2026

PARTS ESTIMATE - NOT AN INVOICE

Part#	Description	U	Qty	Price	Amount
	Leg/Foot Pins (17)				
	Flat (Omni) Feet (3)				
	Raptor (Claw) Feet (3)				
	Orange Pin Flags (21)				
	Adjustable Hobble Straps (3)				
	8mm Tether Cord (40ft)				
	User Manual				
	Vortex Bag System				
	RigTech Pack				
	Leg Bags with Shoulder Straps (2)				
	Foot Set Sleeves (2)				
	Pin Storage Bag				
727400	CMC AZORP KIT,	1		800.00	800.00
	CMC AZORP KIT, ARIZONA VORTX				
620410	SPEC PAK Confin	1		2393.00	2393.00
	SPEC PAK Confined Space Lifting Unit				
22-796103G3	DUAL CONTROLLER	1		1040.00	1040.00
	Paratech Rescue Support Systems (New)				
	Dual Deadman RSS Controller G3, 250				
	psig (Only) for all Paratech Struts				

QUOTE 048632
SHIPPING IS ADDITIONAL

PLEASE CONTACT YOUR SALES REP, STEVE MEEKHOF,
WITH ANY QUESTIONS: 616-334-9045 (CELL), OR
STEVE.MEEKHOF@MACQUEENGROUP.COM

Subtotal:	94100.00
Tax:	.00
TOTAL:	94100.00

Authorization: _____

VisitUsOnline
www.macqueengroup.com

02/02/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. City Council awards the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
Water Rescue Boat	43 North Outdoors	$9,190.00

2. City Council authorizes the City Manager to sign the contract.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: February 2, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS
Staff Report
Contract

CITY OF WYOMING | FIRE DEPARTMENT

1250 36th St. SW, Wyoming, MI 49509
616.530.7250 | wyomingmi.gov

STAFF REPORT

Date: January 6, 2026

Subject: Water Rescue Boat

From: Dennis Van Tassell, Fire Chief

CC: Kip Snyder - Public Safety Chief

Meeting Date: February 2, 2026

RECOMMENDATION:

It is recommended that City Council approve the purchase of a water rescue boat from 43 North Outdoors for $9,190. These purchases were recommended to City Council by the Community Development Committee at its December 18, 2025 meeting.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 - Safety
  - Goal 1 - Implement proactive public safety initiatives
- Pillar 3 – Stewardship
  - Goal 2 – Enhance the efficiency and effectiveness of city operations and services

DISCUSSION:

The Fire Department submitted a bid for a rescue boat. Of the 94 registered bidders, eighteen downloaded the bid. One company submitted a bid, however it was received after the bid was opened.

The Fire Department has utilized water rescue boats for numerous rescues. The previous water rescue boat was a rubber non-ridged bottom boat. It was unable to navigate quickly in the water because the bow (front) of the boat would fold at higher speeds. In addition, the rubber boat was unable to withstand underwater debris strikes. It ultimately sustained multiple leaks and would not hold air. The department utilized a flat bottom metal boat afterwards. This boat was not capable of maintaining the balance of rescuers safely when performing water rescue. It also could not absorb underwater debris strikes well.

Fire personnel researched a new rubber boat that utilizes a ridged bottom and protective liner to ensure that it can be utilized safely for rescues. The ridged bottom will prevent the folding of the bow, sits low in the water to ensure stability, and the protective bottom maintains its ability to hold air. This boat will be utilized in the Grand River and in other areas of the city during low level flooding events citywide.



CITY OF WYOMING

Tabulation of Bids

2314 - Water Rescue Boat - Tab Sheet

Opened by the City Clerk on Tuesday, December 23, 2025

Company			Total
43 North Outdoors			$ 9,190.00

BUDGET IMPACT:

Funds are supplied through the Community Development Block Grant. Funds are budgeted in account number: 251-701-69420-975.000.

Attachment(s):
Contract
Bid

WATER RESCUE BOAT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: 43 North Outdoors, LLC
[Name of supplying entity]
An Iowa limited liability company
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
3141 Van Buren Ave
[Supplier's street address]
Hartley, IA 51346
[Supplier's city, state & zip]

Effective Date means: 1/20/2026.

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

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

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

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

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.

2. City will pay the Contractor in accordance with the RFP and Proposal.

3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

   Standard Terms Sections 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract. This contract is subject to grant funding. To the extent grant funding is unavailable prior to delivery of the rescue boat, this contract shall be deemed void.

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Gregory T. Stremers, City Attorney

43 North Outdoors, LLC

By: _____
[Signature officer, director, or principal of Contractor]
Chris Quiring Partner
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 1-08, 20 26

REQUEST FOR BIDS/PROPOSALS

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

Water Rescue Boat

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

DUE DATE AND TIME

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

Due date and time:	**Tuesday, December 23, 2025, 11:00 a.m., local time**
Place:	**Wyoming City Clerk's Office** **Wyoming City Hall** **1155 28th Street SW** **Wyoming, MI 49509-0905**

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

All bids/proposals must include the fully signed Bid/Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: "Bid/Proposal for Water Rescue Boat."

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

PRE-BID MEETING

A pre-bid meeting – will not be held.

QUESTIONS, INTERPRETATIONS AND ADDENDA

Questions about or requests for interpretation of this request for bids/proposals, any of the plans and specifications, or any bid/proposal requirements may be directed via e-mail to dennis.vantassell@wyomingmi.gov no questions or interpretations will be issued later than 4 days before the due date for bids. Questions will not be answered by phone or in other oral communication. City will endeavor, but is not required to, email a copy of any addenda, answers to questions or interpretations that may be of general interest to potential bidders/proponents who have provided a valid email address and requested notification of this specific bid/proposal via City's e-Bidder system. Addenda will also be available on City's website and at City's Purchasing Department, 1155 28th Street SW, Wyoming, MI 49509.

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

BID/PROPOSAL REQUIREMENTS

All bids/proposals shall remain valid for at least 90 days after submission. NOTE: 90 DAYS IS THE HOLD TIME FOR PRICING AND AVAILIBILITY ON A BID PROJECT.

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

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

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

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

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

ALL BIDS/PROPOSALS MUST:

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

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

D. If the bid or proposal is for a fixed fee or not-to-exceed amount and site visits, meeting attendance, or other items are to be limited, that limitation must be clearly stated.

E. If incidental costs are to be charged in addition to other amounts, those costs to be charged, including any multipliers and mark-ups, must be clearly listed.

F. If travel costs are to be charged in addition to other amounts, the basis for such expenses shall be stated. City reserves the right to require City pre-approval of lodging, transportation, and other travel costs.

G. Bid prices for equipment, goods or other items must include all delivery charges.

10. If required by the specifications, include:

    A. The manufacturer and/or model number(s) of specified equipment.

    B. The warranties or guarantees provided for any work, equipment, and other items.

    C. The number of calendar days required for delivery of any equipment, goods, or other items.

11. Include a proposed schedule for beginning and completing all Work in accordance with the plans and specifications. The schedule may propose specific dates or may be a timeline based on the date(s) of the contract award and notice to proceed. If the bid/proposal is only for the purchase of goods or equipment and does not include any Work, the delivery time must be provided as stated in 10.C above.

12. Identify any part of the specifications, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified. If modifications are requested, the bid/proposal must include the proposed language for the requested modification.

13. Include the names, addresses, and other contact information for, and responsible contacts for each subcontractor or consultant the proponent will use for the Work. City reserves the right to approve or disapprove of all subcontractors and consultants.

14. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list and information for key personnel of the proponent who will be involved in the Work.

15. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list of similar projects, services, or work the proponent has provided within the last 5 years including:

    A. The name(s) of the proponent's client(s) or customer(s),

    B. A description of the work performed,

    C. A description of the overall project,

    D. The date(s) the proponent performed the work, and

    E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.

16. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a detailed description of the proponent's experience, expertise, personnel, equipment, and other capabilities for performing the work as required by the specifications.

17. Identify and provide e-mail, telephone, and cell phone information for one or more of the proponent's personnel familiar with the bid/proposal and, if the bid/proposal includes Work (and not just for the purchase of goods or equipment), the proponent's work on similar endeavors who is authorized to speak for the proponent.

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

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

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

CITY'S RESERVATION OF RIGHTS

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

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

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

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

CONSIDERATION FACTORS

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

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

will comply with any grant agreement terms and conditions that apply to the contract. If grant funds are withdrawn or cancelled for any reason this Contract is nullified.

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

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

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

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

B. If the Request for Bids/Proposals indicates they are applicable, Contractor shall fully comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example and not for limitation, all employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

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

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

D. Neither Contractor nor any of its subcontractors is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

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

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

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

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

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

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

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

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

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

   A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the contract.

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

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

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

8. Payment to Contractor.

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

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

   C. Payment disputes will be resolved as provided in the contract. Unless other provisions apply, City will pay the undisputed amount and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications, or contract call for the use, installation, or acquisition for City use of any materials, equipment, supplies or other items:

    A. Unless otherwise stated in the plans, specifications, or bid/proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.

    B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a desired design, type of construction, quality, functional capability, and/or performance level. When alternates are bid, they must be identified by manufacturer, stock number, and other information necessary to establish equivalency. City will be the sole judge of equivalency.

    C. City reserves the right to request samples. Contractor shall provide requested samples to City at Contractor's expense within 10 days of bid opening. Samples will not be returned.

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

    E. If quantities are listed in the request for bids/proposals, the quantities are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

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

    G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules and regulations applicable to such disposal. Contractor will retain and, upon request, provide the City copies of any required manifest or other disposal documentation.

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

12. Access to Work. City personnel, City's design professional(s), and City representatives will always have access to all parts of the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.

13. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department.

    A. Invoices must be separated to show the amount added for taxes of any kind if applicable.

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

    C. On construction projects state sales taxes are applicable on materials only.

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

15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:

    A. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent.

    B. This contract will be binding on Contractor's successors and permitted assigns.

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

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

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

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

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

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

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

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

    F. Discrepancies in Plans and Specifications

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

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

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

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

18. General Terms.

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

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

    C. The contract is made in Kent County, Michigan.

D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.

E. Reference by office to any City officer includes that City officer's designee(s).

RISK ALLOCATION AND INSURANCE

1. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) for any injuries or property damage suffered by Contractor or Contractor's officers, employees, subcontractors and consultants while providing the items under this Contract.

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

1. Insurance.

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: $2,000,000 Each Occurrence Limit $2,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials.. Amount required $2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

B. Policy(ies), as described above which require City or any of City's personnel to be named or additional insureds, shall be endorsed to state the following: "30 days advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent to: City of Wyoming, Purchasing Department, 1155 – 28th Street SW,

Wyoming, MI 49509-0905." Upon the City's request, Contractor will provide to the City's Purchasing Department copies of all certificates of insurance, policies, and endorsements.

C. Upon the City's request, Contractor must prove that all subcontractors performing Work have the same types and amounts of coverage required of Contractor or that subcontractors are included under Contractor's policy.

D. All insurance providers shall be rated "A" rated or better by the A.M. Best Company.

E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

BONDS AND LIENS

1. Bid Bond.

   A. A bid bond is not required for this project.

   B. If a bid bond is required, it must be in the amount of 5.0% of the bid amount and in the form of EJCDC bid bond form C-430 or another form acceptable to the City attorney. As an alternative to the bid bond, City will accept a cashier's check to the City in the amount of 5.0% of the bid amount or an irrevocable standby letter of credit in the amount of 5.0% of the bid amount that is in a form and substance acceptable to the City Attorney.

2. Payment Bond.

   A. Payment bonds are required for any contract exceeding $50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must be in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.

   B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

3. Performance Bond.

   A. Performance bonds are required for any contract exceeding $50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.

   B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

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

SPECIFIC REQUIREMENTS

Water Rescue Boat

1. The City of Wyoming Fire Department is seeking bids to purchase a 2025 Jet Tunnel Pro 420 (13'6") Inflatable Jet Boat Black/Grey. No substitutions will be accepted.
2. All boat bids must include a 3-year warranty on all components of the boat excluding the motor at no additional cost.
3. All bidders must submit all manufacturers' literature and warranties with their bid.
4. The awarded bidder must deliver the boat FOB to 1500 Burton St. SW., Wyoming MI no later than April 1, 2026.
5. The following technical specifications must be met:
    - Entirely Thermowelded Seams
    - Aluminum Transom
    - 1.8mm Underbelly
    - 1.8mm Protective Seat Patches
    - Full Stryker Shield™ Under Boat
    - Pre-Installed EVA Mats
    - 7 x Scotty Mount Pads
    - Anti Over-Inflation Safety Valve
    - Reinforced Tube to Transom
    - Complete Peripheral Life Line
    - Exterior Water Redirecting Strake
    - D Handle @ Bow w/ Tow Rope
    - D Rings Installed
    - 2 Tow Rings
    - Oar Locks
    - Oar Holders
    - Drain Valve
    - 8 Carry Handles
    - 10 Interior D Rings
    - Integrated Engine Mount Plate
    - Gas Tank Pad & Belt
    - Bow & Sunshade Bimini Mounts Installed
6. Funding for this purchase will be paid through a Community Development Block Grant (CDBG).
7. All bid submissions must include an original bid and a copy.

CONTRACT FORM

This Contract Form on the next page will be completed and signed by the selected bidder/proponent after bidding but before the contract is submitted to the City Council for approval. The contract signed by the bidder and accompanied by all required bonds, insurance certificates, and any other required documents must be provided before it is signed by the Mayor and Clerk and approved as to form by the City Attorney. The Contractor will be provided a copy of the fully signed contract.

SPECIFIC REQUIREMENTS

Water Rescue Boat

1. The City of Wyoming Fire Department is seeking bids to purchase a 2025 Jet Tunnel Pro 420 (13'6") Inflatable Jet Boat Black/Grey. No substitutions will be accepted.

2. All boat bids must include a 3-year warranty on all components of the boat excluding the motor at no additional cost.

3. All bidders must submit all manufacturers' literature and warranties with their bid.

4. The awarded bidder must deliver the boat FOB to 1500 Burton St. SW., Wyoming MI no later than April 1, 2026.

5. The following technical specifications must be met:

   - Entirely Thermowelded Seams
   - Aluminum Transom
   - 1.8mm Underbelly
   - 1.8mm Protective Seat Patches
   - Full Stryker Shield™ Under Boat
   - Pre-Installed EVA Mats
   - 7 x Scotty Mount Pads
   - Anti Over-Inflation Safety Valve
   - Reinforced Tube to Transom
   - Complete Peripheral Life Line
   - Exterior Water Redirecting Strake
   - D Handle @ Bow w/ Tow Rope
   - D Rings Installed
   - 2 Tow Rings
   - Oar Locks
   - Oar Holders
   - Drain Valve
   - 8 Carry Handles
   - 10 Interior D Rings
   - Integrated Engine Mount Plate
   - Gas Tank Pad & Belt
   - Bow & Sunshade Bimini Mounts Installed

6. Funding for this purchase will be paid through a Community Development Block Grant (CDBG).

7. All bid submissions must include an unbound original clearly marked "Original" and one copy clearly marked "Copy".

BID/PROPOSAL FORM

Bid/Proposal for Water Rescue Boat

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

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

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

Is the bidder a:	YES	NO
Section 3 Certified Contractor?	☐	☑

If yes, DUNS #: _____

Are you, or the business owner related to an elected official or employee of the City?	☐	☑

If yes, list individuals' name(s) and relationship(s):

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:	YES	NO
Woman Owned Company?	☐	☑
Minority Owned Company?	☐	☑

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

43 NORTH OUTDOORS

BID/PROPOSAL FORM CONTINUED

State bid prices as per the specifications contained herein:
Price for (insert item here): $ 9190.00 For One

State the brand/model (required): STRYKER JET TUNNEL PRO 4/20

Reminder – Include manufacturer literature and all warranties with bid submittal.

Received 12/29/25
Opened 1/5/26
ER
Lone bid received

43 NORTH OUTDOORS
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

RECEIVED
JAN 05 2026
Wyoming City Clerk

Chris M Quiring
[Signature for proponent]

[2nd signature for proponent]

CHRIS M QUIRING PARTNER
[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 12.16.2025

3141 VAN BUREN AVE
[Proponent's street address]

(712) 339-1830
[Proponent's business phone]

HARTLEY IA 51346
[City] [State] [Zip]

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

forty3n@gmail.com
[E-mail address(s) of person(s) signing for proponent]

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

CONTRACT FORM

This Contract Form on the next page will be completed and signed by the selected bidder/proponent after bidding but before the contract is submitted to the City Council for approval. The contract signed by the bidder and accompanied by all required bonds, insurance certificates, and any other required documents must be provided before it is signed by the Mayor and Clerk and approved as to form by the City Attorney. The Contractor will be provided a copy of the fully signed contract.

43 North Outdoors

Forty3n@gmail.com • 3141 Van Buren Ave Hartley IA • 712-339-1830

www.43northoutdoors.com

City Of Wyoming Rescue Boat Bid Proposal

Enclosed:

Bid Proposal

Copy of Bid Proposal

Warranty Information

Product Information

Due to tariffs, we are not accepting online orders at this time. Please call to place your order. Thank

Warranty

Stryker Inflatable Boats are backed by the best warranty in the industry. Buying from us means never having to have to worry about minor things. We carry many extra parts in stock for your convenience. Customer service is our driving point, and we want to make sure you are taken care of. Here at Stryker Inflatable Boats, your satisfaction is important to us. This is why we have carefully thought out and implemented every design feature on our Stryker Inflatable Boats. Having the best product for our customers is what we do!

All our Stryker Inflatable Boats are made using thermoweld or heat weld seams.

- 5 years on material
- 5 years on seams

Stryker Inflatable Boats are warranted to be free of defects in material and workmanship during the period as described following. A copy of the original receipt of purchase will be required upon submission of a warranty claim along with any and all pertinent information (photos, records, etc.) regarding the claim.

Due to tariffs, we are not accepting online orders at this time. Please call to place your order. Thank

are covered by this Limited Warranty for 1 year from date of purchase. All the air-holding fabrics are warranted against defects in material or workmanship that cause delamination and seams for 5 years. The repair, replacement of parts or the performance of service under this warranty does not extend the life of this warranty to beyond its original expiration date. Warranty coverage is non-transferable and applies only to the original registered owner.

Commercial Use

If any product purchased is used for rental or other commercial purposes by a corporation, partnership, company, organization or association, including without limitation to camps, clubs, resorts, schools, or the like, then the term of this Limited Warranty is limited to a period of 3 years after the date of original purchase.

Owner Responsibility

The owner/operator is responsible for safe operation and safety of its passengers. It is mandatory the owner/operator follows all provincial and federal requirements like licensing, safety requirements and safety gear required. We strongly recommended that the operator read and understand its entire manual before operating the boat. Be sure at least one additional person on board is instructed in the basics in case of an emergency and the operator is unable to operate the boat.

Returns

If you decide that you are unhappy with your boat we will accept it back within 7 days of purchase in the same condition that you received it in (new and unused), with all the original packaging, manuals and parts. After 7 days returns are subject to 20% restocking fee. Restocking fee is waived for exchanges. Please remember to open your box carefully so you don't damage your boat.

Pre-Orders

Due to high demand of Stryker Inflatable Boats we welcome our customers to place pre-orders on upcoming shipments to secure the perfect boat. A non-refundable deposit is required at the time of ordering in order to build and deliver your boat.

Things NOT Covered

- Normal wear and tear
- Discoloration
- Color fading
- Damage caused by neglect, lack of maintenance, accident

Due to tariffs, we are not accepting online orders at this time. Please call to place your order. Thank

- Alteration to the Stryker Inflatable Boats or removal of parts not done by an authorized Stryker Inflatable Boats service center or dealer
- Improper protection against UV-Rays/cold weather
- Repairs, modifications or tampering by someone other than an authorized Stryker Inflatable Boats service center
- Damage from deterioration to fabric caused by fuel, harsh chemicals or solvents
- Any seam separation due to heat exposure
- The Stryker Inflatable Boats has not been assembled, used, and maintained in accordance with owner's manual
- Damage as a result of shipping, warehousing, or storage
- Any shipping will be the responsibility of the purchaser any units shipped for repair will be the responsibility of the purchaser. Stryker Inflatable Boats will then ship (if required) the repaired unit, or repaired parts or new part(s) to the purchaser at the responsibility of the purchaser
- Stryker Inflatable Boats does not cover incidental or consequential costs for any reason what so ever
- Time for cleaning units in preparation for repair
- Any repairs resulting from poor service work or maintenance after delivery
- High-pressure washing
- Over size engine use
- Overloading of capacity
- All inflatables lose some air over time, this is normal and is not a warranty issue

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Due to tariffs, we are not accepting online orders at this time. Please call to place you

43 NORTH OUTDOORS

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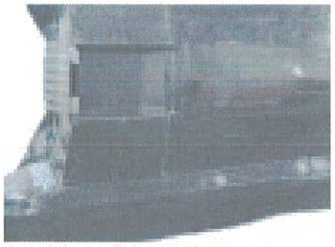
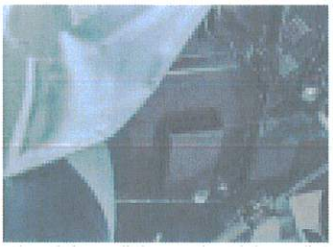
HOURS OF OPERATION:

Contrary to popular belief, we do sleep — we just don't need much! We're web-based and open all hours.



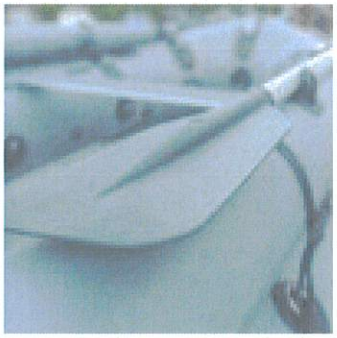
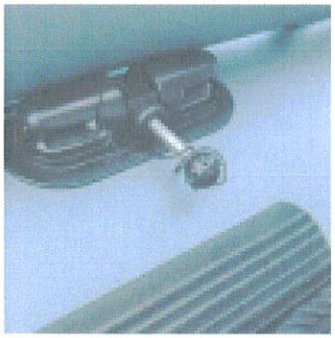
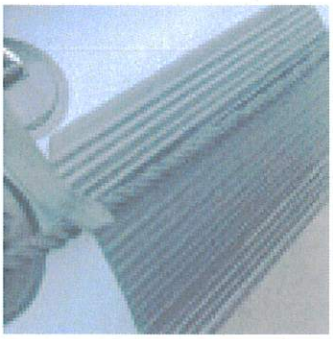
Due to tariffs, we are not accepting online orders at this time. Please call to place you



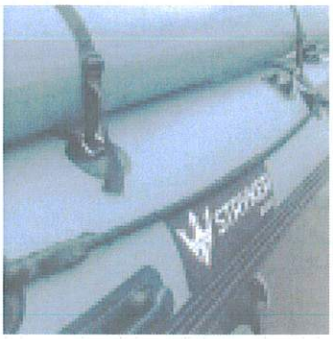




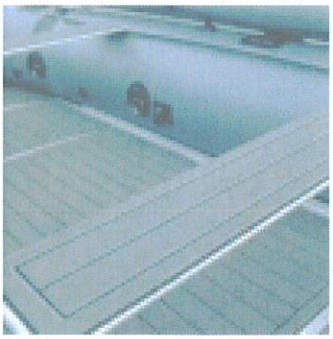






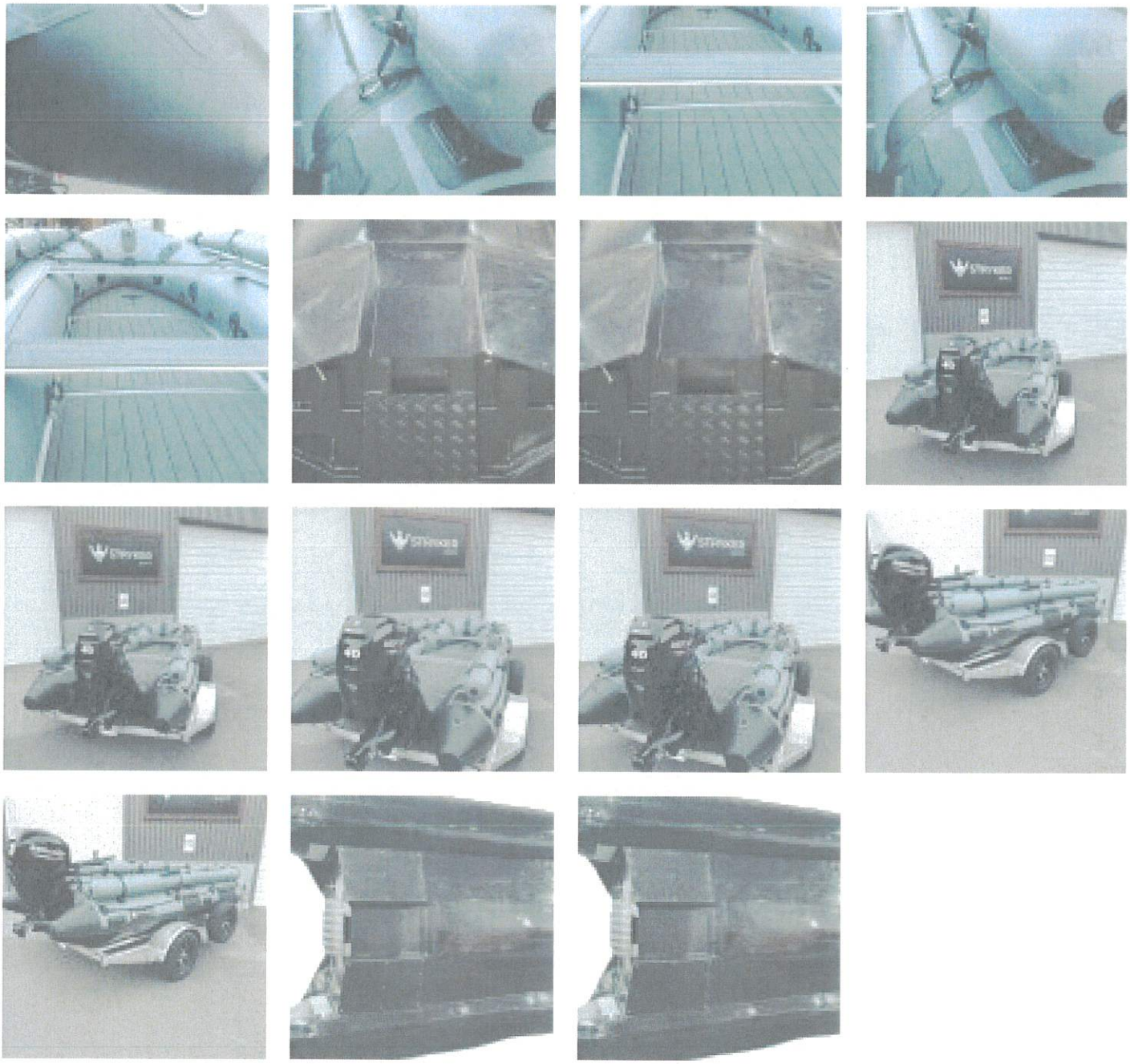








Due to tariffs, we are not accepting online orders at this time. Please call to place you



- Previous
- Next

Jet Tunnel

NEW Stryker Tunnel JET PRO 420 (13′ 7″) Inflatable JET Boat

$8,800.00

Product Overview:

Due to tariffs, we are not accepting online orders at this time. Please call to place you

- Stryker Shield® 1.5mm TPU bottom protection for added durability and protection
- Welded aluminum hull extension ensures a flawless transition from hull to jet intake.
- Ultra-tough 1.8mm thermowelded PVC for extra strength and longevity.
- Aluminum floor for easy customization of seating/consoles with EVA foam or HP Air floor for maximum comfort and performance
- Scotty bases pre-installed throughout for easy gear setup.
- Fully removable top tubes for your convenience.
- Bimini mounts pre-installed.
- Heavy-duty D-rings for secure tie-downs and versatile use.
- Packable and rollable just like a traditional SIB, with the durability of an aluminum hull.

COLOR

Choose an option

COLOR CHOICE EVA FLOORING

Choose an option

1 Add to cart

PayPal CREDIT No Interest if paid in full in 6 months on PayPal purchases of $149+. Learn more

SKU: N/A Category: Jet Tunnel

Description **Additional information** **Reviews (0)**

Size Overall Length:

420cm or 13' 7"

Included:

- Foot Pump
- Seat Bag
- Floor Bag

Due to tariffs, we are not accepting online orders at this time. Please call to place you

- Repair Kit
- t 2 x Aluminum Bench Seat
- Boat Bag
- Aluminum Oars

Related products



***NEW* Stryker Tunnel JET PRO 470 (15' 4") Inflatable JET Boat**

$9,500.00

Read more

Due to tariffs, we are not accepting online orders at this time. Please call to place yo

ORDINANCE NO. 3-26

ORDINANCE TO AMEND CHAPTER 14, ARTICLE XIII, OF THE CODE OF ORDINANCES, ADDRESSING MOBILE FOOD VENDOR LICENSES

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 14 of the Code of Ordinances, City of Wyoming, Michigan, Article XIII sections 14-134 and 14-135 is amended to read as follows:

Sec. 14-134. – City license required.

No individual or entity shall operate as a mobile food vendor in the city without a mobile food vendor license issued by the city and with any other license that may be required by the city or any other governmental official, agency or entity. *A general business license shall not be required for approved mobile food vendors.*

Sec. 14-135. - License application.

Any individual or entity desiring a mobile food vendor license shall file an application, license fee, and related materials with the city planner on forms provided by the city planner. The application shall include:

(1) The applicant's name, address, and telephone number;

(2) The name, address, telephone number, cell phone number, and e-mail address of the principal contact(s) for the applicant; and

(3) A description including the manufacturer, model, color, vehicle identification or serial number, license plate number, and dimensions of each vehicle the applicant may use operating as a mobile food vendor in the city.

(a) The application shall be accompanied by a license fee in an amount established by resolution of the city council. The amount of the fee may be based on the number of vehicles that may be used for mobile food vending in the city.

(b) The application shall include a general description of the food (including beverage) products offer for sale, including the menu.

(c) The application shall be accompanied by copies of all necessary license or permits issued by the Kent County Health Department and any state agency or officer.

(d) The application shall be accompanied by current certificates of insurance showing the applicant has no-fault automobile and commercial general liability insurance coverage for the applicant's vehicles and business.

(e) An applicant (or, once a license is issued, a licensee) shall update the list of vehicles that may be used to provide services in the city to coincide with vehicles actually used within the city by sending written notification to the city clerk referring to the name on its city license, its city license number, and a description including the manufacturer, model, color, vehicle identification or serial number, the license plate number, and dimensions of each additional vehicle used in the city. That additional listing must also include:

(i) Copies of certificates of insurance showing the applicant (licensee) has no-fault automobile insurance coverage for each additional vehicle; and

(ii) Copies of all necessary license or permits issued by the Kent County Health Department and any state agency or officer for each additional vehicle.

(f) Investigation, processing and issuance. Upon receipt of an application under this chapter, the planning department shall:

(i) Review the application to ensure it includes all required information and other materials.

(ii) Transmit a copy of the application and other materials to the police department, fire department, treasurer, and building official for review and comment.

(g) The officials to whom a copy of the application has been provided shall review it and report their findings as follows:

(i) The police chief or designee shall review the application and other information to determine whether the applicant or any individual identified in the application:

(ii) Has been found guilty or responsible or has pled guilty, no contest, or responsible to any crime, civil infraction, or municipal civil infraction that indicate the applicant or individual may not serve patrons in a fair, honest or open manner;

(iii) Has been found guilty responsible or has pled guilty, no contest, or responsible to any crime, civil infraction, or municipal civil infraction that indicate the applicant or individual has engaged or may engage in actions injuring to persons, damaging to property of others, or damaging to the environment or natural resources;

(iv) Has violated a provision of this chapter or an ordinance in another community similar to this chapter.

(h) The fire chief or designee shall review the application and other information to determine whether the premises, activities on the premises, and information about the

premises, substances and materials to be located on the premises, and information provided complies with applicable fire codes.

(i) The treasurer or designee shall review the application and other information to determine whether the applicant or any individual identified in the application is in default to the city due to a failure to pay property taxes, special assessments, water or sanitary sewer fees, fees or charges from city inspections staff, fees charged by any other city department for services, or any other amount due and owing the city.

(j) The city planner or designee shall review the application and other information to determine whether the proposed use of the premises and other aspects of the business will comply with applicable city zoning requirements. If the city planner is aware of information that the applicant, any individual identified in the application, or the premises from which the business is to be conducted have violated city zoning requirements.

(k) The building official shall review the application and other information to determine whether the premises currently complies with applicable construction codes, property maintenance codes, or any city ordinance regarding the condition of property. If the building official is aware of information that the applicant, any individual identified in the application, or the premises from which the business is to be conducted has failed to comply with applicable construction codes, property maintenance codes, or any city ordinance regarding the condition of property, the building official shall also provide that information to the clerk.

(l) Unless the information demonstrates that a license under this chapter should be denied under the standards in this, the planning department shall issue the license when the application and other materials and information are complete, fees are paid, and the reports provided.

Section 2. That this ordinance shall take effect on _____, 2026.

Section 3. That MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2026.

_____

Kelli A. VandenBerg
Wyoming City Clerk

02.02.2026
CED/NH

ORDINANCE NO. 4-26

ORDINANCE TO AMEND ZONING CODE SECTIONS 90-311 "ACCESSORY BUILDINGS AND USES", 90-406A "PRINCIPAL PERMITTED USES", 90-408A "DEVELOPMENT STANDARDS", 90-409A "SPECIFIC REQUIREMENTS", 90-411A "PRINCIPAL PERMITTED USES", 90-412A "PERMITTED USES AFTER SPECIAL APPROVAL", 90-413A "DEVELOPMENT STANDARDS", 90-414A "SPECIFIC REQUIREMENTS", 90-415A "ADDITIONAL REGULATIONS", 90-416A "PRINCIPAL PERMITTED USES", 90-419C "DEVELOPMENT STANDARDS", 90-431A "PRINCIPAL PERMITTED USES", and 90-508 "REQUIREMENTS FOR PERMITTED USES AFTER SPECIAL APPROVAL"

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 3, Section 90-311 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-311. - Accessory buildings and uses.

Accessory buildings and uses, except as otherwise permitted in this chapter, shall be subject to the following regulations:

1) Accessory buildings, including detached garages, shall be erected only in a rear yard unless otherwise allowed in this chapter and shall not be closer than three feet to any side or rear lot line.

2) Detached garages shall be allowed in a side yard with the same required side yard setback as the principal building.

3) Any pre-manufactured accessory building larger than 120 square feet shall be in character with the primary building. Exterior building and roof materials shall be of a finished character and shall be installed to manufacturer's specifications.

4) For Single- and Two-Family residential lots, each dwelling unit is allowed 1 garage and 1 accessory structure.

5) No detached accessory buildings shall be located closer than ten feet to any main building.

6) In the case of double frontage lots, accessory buildings shall observe front yard setback on both street frontages where there are any principal buildings fronting on said streets in the same or adjacent lots.

7) An accessory building on a single-family and two-family residentially zoned or used property shall not exceed one story or 14 feet in height except that detached accessory buildings 1,200 square feet or greater may not exceed 17 feet in height.

Properties up to 22,000 square feet are permitted a total accessory building area of 1,000 square feet with no single building exceeding 768 square feet. Properties greater than 22,000 square feet and up to one acre, are permitted a total accessory building area of 1,200 square feet with no single building exceeding 900 square feet.

Properties greater than one acre and up to two acres are permitted a total accessory building are of 1,600 square feet with no single building exceeding 1,200 square feet. For each additional whole acre, 200 square feet of building area shall be permitted up to a total accessory building area of 2,400 square feet with no single building being greater than 1,600 square feet. The total accessory building area shall include the square footage of attached garages. Detached accessory buildings shall be setback from side or rear property lines as follows:

Up to 768 square feet: Three feet minimum.

Up to 900 square feet: Ten feet minimum.

Up to 1,200 square feet: 15 feet minimum.

Up to 1,600 square feet: 20 feet minimum.

For other than single- and two-family residentially zoned or used property, accessory buildings may not occupy more than 30 percent of a required rear yard plus 40 percent of any non-required rear yard.

Section 3. That Chapter 90, Article 4A, Section 90-406A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-406A. Principal permitted uses.

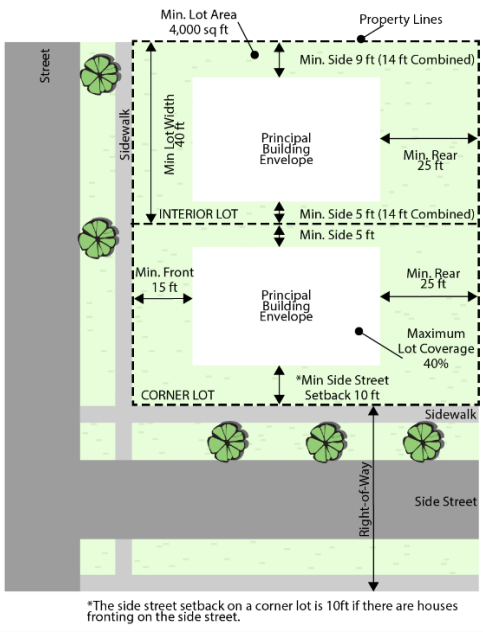
In the R-2 Residential District, the following uses shall be permitted:

(1) Single-family detached dwellings. For mobile home standards see section 90-307.
(2) Two-family dwellings / Duplexes.
(3) Churches and church facilities normally incidental thereto, provided that ingress and egress from the site is onto a major thoroughfare or collector street. Church sites shall be a minimum of three acres.
(4) Publicly owned facilities, except public elementary, intermediate or high schools.
(5) Off-street parking.
(6) Accessory buildings and uses customarily incidental to the principal permitted uses.
(7) Foster care facilities, nursery schools, day nurseries and child care facilities for the care of not more than six people as defined by the Michigan Family Independence Agency.
(8) Home occupations.
(9) Accessory Dwelling Units incidental to the principal permitted dwelling unit. Sec. 90-334.

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

Sec. 90-408A. Development standards.

Minimum Lot Area (One-Family)	4,000 sq. ft.
Minimum Lot Area (Two Family)	6,000 sq. ft.
Minimum Lot Width	40 ft.
Minimum Front Yard	15 ft.
Minimum Rear Yard (2)	25 ft.
Minimum Side Yard (2)(3)(4)(5)	5 ft.
Minimum Combined Side Yard (5)	14 ft.
Minimum Ground Floor Building Area	700 sq. ft.
Maximum Building Height	35 ft.
Minimum Number of Parking Spaces/Unit	2
Maximum Lot Coverage	40%



Section 5. That Chapter 90, Article 4A, Section 90-409A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-409A. Specific requirements.

(1) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.

(2) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoined by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.

(3) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.

(4) Side yard requirements shall not be less than 10 feet if the side yard abuts a street having residences fronting.

(5) For uses other than one- and two-family in all the residential districts, there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-328.

(6) Garages and basements are required for all single-family and two-family dwellings in the R-2 Residential District with the following exceptions, as determined by the chief building official:

a. Basements are not required for bi-level or tri-level structures.

b. Basements are not required if the existing water table makes such construction infeasible.

c. Basements are not required for structures built prior to August 2, 1988, the effective date of this subsection.

(7) Minimum habitable floor area per dwelling unit shall be 700 square feet in the R-2 Residential District zone. Habitable floor area shall be living area as defined in the Michigan Building Code and shall include hallways, closets and bathrooms.

Section 6. That Chapter 90, Article 4A, Division 3 [90-411A, 90-412A, 90-413A, 90-414A, 90-415A] of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

DIVISION 3 – (RESERVED)

Section 7. That Chapter 90, Article 4A, Section 90-416A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-416A. - Principal permitted uses.

In the R-4 residential district, the following uses are permitted:

(1) All principal permitted uses in the R-2 district.
(2) All permitted uses after special approval in the R-2 district.
(3) Multiple-family dwellings, including apartments, townhouses and row houses, provided all such dwellings shall have at least one property line abutting a major thoroughfare or have vehicular access to a major thoroughfare through property zoned R-4 or R-5. All ingress and egress shall be directly onto such major thoroughfare.
(4) Private educational facilities.
(5) Convalescent and nursing homes.
(6) Foster care group homes.
(7) Boardinghouses (rooming houses).
(8) Accessory buildings and uses customarily incidental to the above uses.
(9) Off-street parking.
(10) Nursery schools, day nurseries and child care facilities for the care of seven or more people, provided there is an on-site outdoor play area of at least 600 square feet and a fence of at least 4 feet in height to enclose the rear yard.

Section 8. That Chapter 90, Article 4A, Section 90-419C.a of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-419C. - Development standards.

(a) *Minimum lot size and zoning requirements.* Lot area, width, setbacks, height, lot coverage, minimum floor area, parking, landscaping, lighting and other requirements for the district specified in the following table for the proposed use shall apply to all such uses within a PUD, unless modified in accordance with the provisions of section 90-419C(C). Within a PUD, minimum buffer requirements between uses otherwise specified in this ordinance shall not apply; provided, the planning commission or city council may require separation or buffering of uses as a condition of concept plan approval.

Table 90-420C(1), Zoning Requirements by Use Type	
Land Use Type	
Detached Single Family Residential	R-2
Two Family Residential	R-2
Attached Single Family Residential	R-4
Multiple Family	
Commercial	B-2
Industry	I-1
Public/Quasi-public	ER

Section 9. That Chapter 90, Article 4A, Section 90-431A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-431A. - Principal permitted uses.

In the R-7 residential district, the following uses are permitted:

(1) All principal permitted uses in the R-2 district.
(2) Multiple-family dwellings, including apartments, townhouses and row houses, provided all such dwellings shall have at least one property line abutting a major thoroughfare or have vehicular access to a major thoroughfare through property zoned R-4, R-5 or R-7. All ingress and egress shall be directly onto such major thoroughfare.

Section 10. That Chapter 90, Article 4A, Section 90-508 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-508. – Requirements for permitted uses after special approval.

The following conditions shall be met for all special use approvals granted by the planning commission:

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Adult business	B-2	—	—	—	Not permitted in locations within 500 feet of a church, synagogue or other regular place of religious worship, public or private elementary, preschool or secondary school, public park, childcare center, entertainment business that is oriented primarily toward children or family entertainment; boundary of any residentially zoned district or any legal residential use not located within a residentially zoned district. Not permitted within 1,000 feet of any other adult business. The distance shall be measured from the location of the building or structure housing the adult business to the nearest point of the other building, structure or use or from the nearest lot line of properties in a residentially zoned district or residentially used property.
Amusement machine parlors and pool parlors	B-2	—	—	—	Not permitted within 500 feet of any church.

Automobile car wash establishments	B-2	—	Minimum front yard setback of 40 feet for all structures.	—	Required off-street storage space for at least 4 automobiles per stall for manual or self-service establishments, 10 automobiles per stall for unattended and automatically attended establishments.
Automobile service stations	B-2	14000 square feet	Minimum lot width of 140 feet	—	Site must be a corner lot abutting at least one major thoroughfare. No drive or curb opening may be located nearer than 20 feet to any interior lot line. See section 90-320 for additional requirements.
Breweries, distilleries, canning and chemical plants	I-1, I-2	—	—	—	Special consideration of accessory dining and potential odor or pollution nuisances
Cemeteries	R-1, R-2, ER, R-7	40 acres	All structures to be minimum of 100 feet from any lot line.	—	
Cocktail lounges, night clubs, taverns	B-2, B-3	—	—	—	Not permitted within 500 feet of any church or school.
Commercial greenhouses exceeding 1,000 square feet (see "Commercial greenhouses" & "of less than 1,000 sq. ft.")	R-1, R-2, ER, R-7, B-2, B-3	1 acre	All structures to be minimum of 40 feet from all lot lines.	—	—
Community centers	ER, R-1, R-2, R-4, R-7, B-2, B-3	—	—	—	Must be located on a major thoroughfare or collector street.

Emergency shelter	R-4, B-2	—	—	—	See section 90-333. Must be located within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.
Kennels	I-2	5 acres	—	—	All outdoor runs or breeding areas to be enclosed on all sides by an obscuring wall or fence not less than 4 feet in height and located at least 50 feet from any property line.
Mineral extraction, borrow pit, topsoil removal	I-2	—	All structures to be minimum of 100 feet from all property lines.	Submission of screening plan required except for topsoil.	—
Motor vehicles sales and rental, outdoors	B-2	15,000 square feet	Minimum 7 feet wide greenbelt in front and secondary front yards in instances where existing buildings on the same lot are devoted to the business and are not expanded. Bumper blocks must be positioned in the adjoining vehicle display area so as to allow no more than 2 feet of vehicle overhang into the greenbelt.	—	—
Nursery schools, day nurseries and child care centers	R-1, R-2, R-4, ER, R-7, B-1, B-2, B-3, PUD-1	—	On-site play area of at least 600 square feet.	Fence at least 4 feet in height to enclose the rear yard.	—
Open air business uses	B-2	10,000 square feet	—	—	—
Outdoor Cookers	B-1, B-2, B-3	—	See section 90-332	See section 90-332	See section 90-332
Pawnshops	B-2	—	—	—	Not permitted in locations within 500 feet of an existing pawnshop or secondhand dealer, as measured between property lines.

Permanent supportive housing	R-4, B-1, B-2, B-3	—	—	—	See section 90-333
Private parks, country clubs, golf courses, and golf driving ranges	R-1, R-2, ER, R-7, PUD-1	5 acres	All structures to be minimum of 100 feet from any lot lines of adjacent residentially zoned districts.	—	—
Public, parochial or private elementary, intermediate or high schools	R-1, R-2, R-7, ER	5 acres elementary or K-8, 10 acres intermediate or high schools	Structure to be minimum of 50 feet from all property lines except for additions to existing school buildings having a setback of less than 50 feet, the existing building may be extended along the current setback line.	—	Site must abut and have all ingress and egress directly to major thoroughfares. Student drop off areas required away from street right-of-way. Site location sizing and design to minimize impact on adjacent residential uses to degree feasible.
Public utility buildings, telephone exchange buildings, former stations electric trans- and sub-stations, gas regulator stations	All districts	—	—	—	Application must provide evidence of necessity of proposed location.
Radio, television, microwave or wireless communication towers	B-1, B-2, B-3, I-1, I-2 and I-3	—	See sections 90-304 and 90-329	See sections 90-304 and 90-329	See sections 90-304 and 90-329
Recreation vehicle storage	I-1	5 acres	—	—	Storage area to be enclosed by a solid fence 5 feet in height. Additional height may be permitted for barbed wire cardling.
Secondhand dealers	B-1, B-2, B-3, PUD-1, PUD-2, PUD-3	—	—	—	Business location must be a minimum of 250 feet from another use in this category.
Sanitary landfill sites	I-2	30 acres	—	Submission of screening plan required.	—
Transitional Housing	R-4, B-1, B-2, B-3	—	—	—	See section 90-333

Note—The requirements noted in this section are in addition to, or, where in conflict, supersede those general requirements for each zoning district. For all permitted uses after special approval, the planning commission shall conduct a public hearing. Following such hearing, the planning commission may grant approval for such application, provided it shall find the proposal is essential and desirable.
The planning commission may impose such requirements and conditions as may be necessary to protect neighboring property, promote public convenience, health, safety and welfare, or make the use conform more closely with the spirit, purpose and intent of this chapter. In determining other requirements and whether the proposed use is essential and desirable the following information shall be considered by the planning commission:

(1) The possible substantial and permanent effect on neighboring property.
(2) The consistency with the spirit, purpose and intent of this chapter.
(3) The possible effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.
(4) The tendency of the proposed use to create any type of blight within the immediate area.
(5) The economic feasibility for the area.
(6) Any other factor as may relate to the public health, safety and welfare for persons and property.

Section 11. That, 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 12. That this ordinance shall take effect on _____, 2026

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 4-26

CITY OF WYOMING

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

January 28, 2026

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Sections 90-311 "Accessory buildings and uses", 90-406A "Principal permitted uses", 90-408A "Development standards", 90-409A "Specific requirements", 90-411A "Principal permitted uses", 90-412A "Permitted uses after special approval", 90-413A "Development standards", 90-414A "Specific requirements", 90-415A "Additional regulations", 90-416A "Principal permitted uses", 90-419C "Development Standards", 90-431A "Principal permitted uses", and 90-508 "Requirements for permitted uses after special approval".

Planning Commission Recommendation: To approve the subject Zoning Ordinance amendments.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on January 21, 2026. At the meeting, a motion was made by Randall, supported by LaPlaca, 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.

Over the past two years, staff researched non-conforming parcels within the residential districts of the City of Wyoming, specifically those within the R-2 and R-3 Residential Districts. In these districts, 63% of parcels do not currently meet minimum lot width or size standards. Nearly all of these nonconforming parcels in R-2 and R-3 were platted before Wyoming incorporated as a city and adopted its first zoning code. This means that the current zoning code is incompatible with the building pattern that exists in these neighborhoods and limits reinvestment.

The proposed amendments reduce regulations surrounding minimum lot size, lot width, setbacks, house size, dwelling unit size, garages, two-family homes, and lot coverage in the R-2 residential zone district.

These amendments will allow for the replication of the traditional building pattern and give homeowners the ability to expand and reinvest into their homes.

Multiple presentations were made to Planning Commission and City Council prior to the Planning Commission public hearing to gain feedback from commissioners and councilmembers regarding the proposed changes. When the proposed changes were ready for presentation to Planning Commission, City staff sent over 15,700 letters to property owners of R-2 and R-3 zoned parcels and set up a webpage to engage the public in the proposed amendments. Staff received

questions and had many conversations leading up to the Planning Commission public hearing, nearly all of which were positive.

Numerous residents were present at the January 21 Planning Commission meeting. Planning staff were available before the meeting to answer questions. The public presentation was designed to be educational and included a public engagement “game.” Three comments were made during the public hearing concerning Fire Department approval, accessory building maximums, and the use of variances.

In the Planning Commission meeting, Commissioner Smart verified that these changes would not impact any other zoning districts, and Commissioner Hall confirmed that the proposed changes align with applicable fire and building codes. Commissioner Weller asked questions regarding parking, duplexes, and variances. Commissioner LaPlaca asked about the building approval process. 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

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING PLANNING COMMISSION AT ITS REGULAR MEETING OF FEBRUARY 17, 2026.

PLANNING COMMISSION
MEETING MINUTES OF JANUARY 21, 2026
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT:	Gilreath-Watts, Hall, LaPlaca, Micele, Randall, Smart, Weller, Zapata
MEMBERS ABSENT:	Lamer
STAFF PRESENT:	Hofert, Director of Community & Economic Development Smith, Assistant Director of Community and Economic Development Blair, Planner II Hyble, Planner I Zuniga, Recording Secretary

CALL TO ORDER

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

A motion was made by Randall, supported by Gilreath-Watts, to excuse Lamer.

APPROVAL OF MINUTES

The minutes of December 16, 2025 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

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

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

AGENDA ITEM NO. 1
Request to amend Zoning Code Sections 90-311 “Accessory buildings and uses”, 90-406A

"Principal permitted uses", 90-408A "Development standards", 90-409A "Specific requirements", 90-411A "Principal permitted uses", 90-412A "Permitted uses after special approval", 90-413A "Development standards", 90-414A "Specific requirements", 90-415A "Additional regulations", 90-416A "Principal permitted uses", 90-419C "Development Standards", 90-431A "Principal permitted uses", and 90-508 "Requirements for permitted uses after special approval"

Hofert greeted the Commissioners and introduced the text amendment, beginning with Master Plan Guidance. Hofert explained the necessity of using the Master Plan as guidance when revising the zoning ordinance. Hofert also ran through the list of guiding elements, including: Enhancing Existing Neighborhoods, Accommodating Home Expansion, and Encouraging Alternative Housing Types.

BACKGROUND:

Hofert then stated that roughly 63% of parcels zoned R-2 or R-3 are nonconforming. Hofert continued to explain the limitations to homeowners/property owners. She emphasized that, without changes to the zoning code, new housing would not be able to match existing neighborhood character and reinvestment in existing homes would be constrained.
For background, Hofert then defined "nonconformity" and used the example of an R-3 parcel to show that the existing regulation of 100ft for minimum lot width and 12,000 square feet in minimum lot size did not match the existing condition of this property. Hofert then stepped through the development of the plats within the City from pre-1900 to present, showing that most nonconformities exist in places where neighborhoods were platted prior to the adoption of the City's first zoning ordinance in 1959.

DIMENSIONAL STANDARDS:

Hofert used two examples from the R-2 and R-3 districts to highlight issues homeowners would deal with regarding setbacks, lot coverage, lot size, and lot width. Hofert then moved forward with the proposed zoning code changes. Hofert identified the current standards in R-2 and R-3 and compared them to similar zoning district standards for Grand Rapids, Grandville, and Kentwood. Hofert then made staff's recommendation to combine the R-2 and R-3 zoning districts and to reduce minimum lot size, width, and setbacks for the new combined district. Hofert then showed the new recommended changes and compared them to the neighboring communities again. Hofert said, the new R2 district would go from 37% conformity to 99.6% conformity, which would allow more freedom for homeowners to adjust their properties as necessary. Hofert then ran back through the examples, showing how the changes would make both properties conforming again.

Hofert then went into what else these revisions would impact, focusing on House Size Requirements, Detached Garages, and Duplex Requirements. Hofert reiterated that these changes

give the City an opportunity to accommodate other aspects of the building pattern and allow the City to move closer to the goals of the 2021 Wyoming [Re]Imagined Master Plan.

GROUND FLOOR BUILDING AREA AND DWELLING UNIT SIZE:

Hofert then explained the difference between Ground Floor Building Area (GFBA) and Dwelling Unit Size, using infographics to visually assist. After, Hofert showed the complexity of existing regulations regarding GFBA and Dwelling unit size, explaining that the rules change depending on the design of the home, the location within the city, and the creation date of the parcel. Hofert explained that this is confusing and difficult to parse through as a layperson and proposed simplifying the standard to a minimum of 700 square feet for both the GFBA and the Dwelling Unit size. This change would make it plain what the requirement is, while also allowing new and restored homes to fit on smaller lots. It would also allow for less cost in construction, and incentivize the creation of starter homes, similar to how Wyoming originally built out during the first half of the 20th century. Hofert then showed a visual example of what these changes would look like on a 40ft wide and 100 ft deep parcel.

GARAGES:

Moving on, Hofert explained that many of the houses within the City were originally built without garages, or with garages detached and in the rear yard. However, sometime after the first zoning ordinance in 1959, the regulation was changed to require garages to be attached to the house. Hofert said that removing this requirement for the new combined R-2 district was necessary to maintain the historic building pattern and allow residents that already live on smaller lots to have the freedom to repair and replace structures without the restriction of the non-conformity. Hofert then showed images of existing homes within Wyoming, highlighting the changes in building style from before and after the attached garage requirement. Hofert also showed graphics of what a detached garage, an attached one-stall, and an attached two-stall garage would look like on a 40ft wide lot.

LAND USES:

Hofert then began discussing the changes to the land uses in the new combined district. By combining R-2 and R-3, most of the uses would remain the same. However, Hofert explained, the existing R-3 district allows for the construction of duplexes, while the existing R-2 district does not. Hofert then showed a map of the existing duplexes within the City, which showed that roughly 71% of the 385 duplexes that already exist in the city are nonconforming in the R-2 district. Hofert then explained that many of them were built before duplexes were disallowed and either have been existing as nonconformities or have had variances from before 1970 to allow them to continue to exist. Hofert also mentioned that many of them exist within existing neighborhoods, often going unnoticed by neighbors and visitors alike. Hofert then engaged the Commission and the audience in a quiz-like game called “Spot the Duplex,” where she showed

images of homes within the city and asked the audience to guess which home was the duplex. Both the audience and the commission had mixed success.
Hofert returned to the diagrams of what this would look like in practice, explaining that the reduced lot size of 4,000 square feet would be smaller than many of the existing duplexes in the city. As a solution, Hofert proposed a 6,000 square foot minimum lot size, fitting within the historical building pattern of roughly 5,700 square feet for established duplexes. This would be roughly half the size of the current standard of 12,000 square feet, which was established after most of the duplexes in the city were already in place. Hofert also stressed that additional requirements regulating duplexes were not necessary, as lot coverage, setbacks, dwelling unit size, and GFBA impose those limitations already.

Hofert finished with a summary of the recommended changes and offered to answer any questions the commissioners had regarding the ordinance amendments.

Micele opened the public hearing at 7:34PM.

Michael Goretzka, of 836 Marcia St SW, made comments regarding the development review process, questioning if the fire department was involved in the process at any stage.

Dan Jones, of 1032 Royal Oak St SW, made comments asking if there will be relaxed regulations regarding outbuildings in the R-2 district.

Paul Hoppenrath, of 4864 Byron Center Ave SW, asked why the nonconforming properties could not just request a variance for their non-conformities and made comments regarding previous rezonings of R-3 along Byron Center Ave SW.

The public hearing was closed at 7:42pm.

A motion was made by Randall, supported by LaPlaca to approve the text amendments to Zoning Code Sections 90-311 “Accessory buildings and uses”, 90-406A “Principal permitted uses”, 90-408A “Development standards”, 90-409A “Specific requirements”, 90-411A “Principal permitted uses”, 90-412A “Permitted uses after special approval”, 90-413A “Development standards”, 90-414A “Specific requirements”, 90-415A “Additional regulations”, 90-416A “Principal permitted uses”, 90-419C “Development Standards”, 90-431A “Principal permitted uses”, and 90-508 “Requirements for permitted uses after special approval” and recommend the same to City Council.

Smart asked if the zoning changes would only affect existing properties or new properties as well.

Hofert responded that the regulations would affect existing properties as well as any new R-2 properties that could be created.

Smart asked for clarification as to whether PUD properties would be affected.

Hofert replied that established PUDs would not be affected.

Weller asked staff if the fire department was included in the review of this text amendment proposal.

Hofert responded that the fire department, as well as a number of other departments are included in Development Review. Hofert added that the revised setbacks meet building code requirements, and that the fire department had no concerns with the proposed changes.

Weller asked staff to clarify if the allowance of two-family homes in the new R-2 district was part of this agenda item, or the following item.

Hofert clarified that the change to allow two-family homes in the new R-2 district was part of this agenda item.

Weller commented that he had questions regarding the amount of parking around two-family parcels. Weller then asked if staff was entertaining a 50ft lot width.

Hofert then asked the Chair if she could address some of the public comments. Hofert then explains that requesting variances requires that four requirements be met, one of which is that the variance "is not so general or recurring a nature as to make reasonably practicable the formulation of a general regulation for such condition or situation." Hofert then stated that the granting of thousands of variances for similar and recurring issues would open the City up to lawsuits. Hofert then clarified that the proper procedure is to correct the zoning code to allow the parcels to exist as they do today.

Hofert then commented on Weller's question regarding lot width for two-family homes. Hofert mentioned that staff had looked at the existing condition of the 385 two-family parcels that have been built. Hofert then explained that by allowing narrow parcels that still meet the lot size requirement to build or convert into two-family homes, the required parking would still be able to fit in the rear of the parcel, rather than requiring residents to park in the street.

LaPlaca asked what steps would be required to convert a one-family home into a two-family home.

Hofert responded that property owners would have to show that their parcels meet the parcel size, setback, ground floor building area, and dwelling unit requirements of the new R-2 district. The property owner would then have to submit a plan for Building Department review and pull a building permit in order to do the proposed work.

Weller asked if the existing two-family homes were converted without review.

Hofert clarified that the existing two-family homes were reviewed prior to the zoning ordinance change that restricted then to the R-3 district with the larger lot and width requirements. Hofert also commented that there have been a small number of variances allowing duplexes since that restriction, but reminded the Commission of the requirements for granting a variance.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2
Request for a rezoning from R-3 Residential District to R-2 Residential District for all R-3 zoned parcels. (Sections 2, 10, 11, 14, 15, 16, 18, 19, 23, 24, 26 & 27) (Wyoming Planning Staff)

Smith explained that the sites are all zoned R-3 Residential District and outlined the various uses of the surrounding land.

Smith said that the Wyoming Planning staff recommends that all parcels in the R-3 Residential zone district be rezoned to the R-2 Residential zone district. The majority of properties in the R-3 Residential zone district do not meet the minimum dimensional standards, including both minimum lot size and minimum lot width, and reinvestment in these properties is limited by their existing nonconforming status. The proposed R-2 Residential zone district provides dimensional standards that are more compatible with the traditional suburban development patterns of these neighborhoods and removes barriers to reinvestment in these traditional suburban neighborhoods.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

(A) *Consistency with the adopted master plan*;
The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies these parcels as a variety of future land uses, but more than 96% of them are marked as Traditional Residential. "This category comprises smaller lot single-family detached properties in established residential neighborhoods, as well as integrated single-family attached and multifamily development." The Master Plan clearly states that "reinvestment should be encouraged" in these neighborhoods and that developments should "reflect local scale and character." The proposed rezoning from R-3 Residential to R-2 Residential allows for greater flexibility in lot size and building dimensions, which should allow for greater reinvestment and also permit homeowners to make such investments in way that respects the traditional building patterns in their neighborhoods. In remaining residentially zoned and increasing the opportunity for reinvestment, this rezoning is consistent with the Master Plan.

02.02.26
CED/NH

ORDINANCE NO. 5-26

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF THE CITY OF WYOMING BY ADDING SUBSECTION (150) TO REZONE ALL R-3 ZONED PARCELS FROM R-3 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DISTRICT

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (150) to read as follows:

(150)

(a) To rezone the following described property at 1520 MARQUETTE ST SW (parcel number 41-17-02-151-036) from R-3 Residential District to R-2 Residential District:

LOTS 170 171 & 172 ALSO N 1/2 OF THAT PART OF VACATED PORTION OF ALLEY ADJ LOTS 170 171 & 172 ON THE S. SHOPDALE FIRST ADDITION

(b) To rezone the following described property at 1502 MARQUETTE ST SW (parcel number 41-17-02-151-039) from R-3 Residential District to R-2 Residential District:

LOT 175 EX W 20 FT ALSO LOT 176 ALSO N 1/2 OF THAT PART OF VACATED PORTION OF ALLEY ADJ LOT 175 EX W 20 FT & LOT 176 ON THE S. SHOPDALE FIRST ADDITION

(c) To rezone the following described property at 1508 MARQUETTE ST SW (parcel number 41-17-02-151-058) from R-3 Residential District to R-2 Residential District:

LOTS 173 & 174 ALSO N 1/2 OF THAT PART OF VACATED PORTION OF ALLEY ADJ SD LOTS ON THE S ALSO W 20 FT OF LOT 175 ALSO N 1/2 OF THAT PART OF VACATED PORTION OF ALLEY ADJ W 20 FT OF LOT 175 ON THE S * SHOPDALE FIRST ADD

(d) To rezone the following described property at 1715 GODFREY AVE SW (parcel number 41-17-02-404-002) from R-3 Residential District to R-2 Residential District:

PT SE 1/4 COM 100 FT N OF NE COR LOT 30 OF ANDREW WHALEN'S ADDITION TH N 45.5 FT TH W 112.32 FT TH N 17 FT TH SWLY TO A PT 224.64 FT W OF BEG TH E TO BEG * SEC 2 T6N R12W 0.20 A.

(e) To rezone the following described property at 1128 LEE ST SW (parcel number 41-17-02-404-003) from R-3 Residential District to R-2 Residential District:

COM 375 FT W & 16 FT N OF NE COR OF LOT 30 ANDREW WHALEN'S ADD TO THE CITY OF GRAND RAPIDS TH E 138 FT TH N 77.1 FT TH SWLY 154.45 FT TO BEG * SEC 2 T6N R12W 0.12 A.

(f) To rezone the following described property at 1124 LEE ST SW (parcel number 41-17-02-404-004) from R-3 Residential District to R-2 Residential District:

COM 237 FT W & 16 FT N OF NE COR OF LOT 30 ANDREW WHALEN'S ADD TO THE CITY OF GRAND RAPIDS TH E 50 FT TH N 84 FT TH W 37.64 FT TH SWLY 13.87 FT TO A PT 77.1 FT N OF BEG TH S TO BEG SEC 2 T6N R12W .09 A.

(g) To rezone the following described property at 1733 GODFREY AVE SW (parcel number 41-17-02-404-019) from R-3 Residential District to R-2 Residential District:

LOT 30. ANDREW WHALEN'S ADDITION

(h) To rezone the following described property at 1735 GODFREY AVE SW (parcel number 41-17-02-404-020) from R-3 Residential District to R-2 Residential District:

LOT 29. ANDREW WHALEN'S ADDITION

(i) To rezone the following described property at 1741 GODFREY AVE SW (parcel number 41-17-02-404-021) from R-3 Residential District to R-2 Residential District:

LOT 28. ANDREW WHALEN'S ADDITION

(j) To rezone the following described property at 1727 1/2 GODFREY AVE SW (parcel number 41-17-02-404-022) from R-3 Residential District to R-2 Residential District:

PART SE 1/4 COM 16 FT N & 64.5 FT W FROM NE COR OF LOT 30 ANDREW WHALEN'S ADD TH W 122.5 FT TH N 42 FT TH E 124 FT TH SLY TO BEG * SEC 2 T6N R12W 0.12 A.

(k) To rezone the following described property at 1711 GODFREY AVE SW (parcel number 41-17-02-404-024) from R-3 Residential District to R-2 Residential District:

PART SE 1/4 COM 225 FT N FROM NE COR OF LOT 30 OF ANDREW WHALEN'S ADDITION TH S 79.5 FT TH W 112.32 FT TH N 17 FT TH NELY TO BEG EX COM 215 FT N FROM NE COR OF SD LOT 30 TH N 10 FT TH SWLY ALONG NLY LINE OF ABOVE PARCEL 10 FT TH SELY TO BEG * SEC 2 T6N R1

(l) To rezone the following described property at 1719 GODFREY AVE SW (parcel number 41-17-02-404-027) from R-3 Residential District to R-2 Residential District:

PART NW 1/4 SE 1/4 COM 100 FT N FROM NE COR LOT 30 OF ANDREW WHALEN'S ADD TH W 187 FT TH S 42 FT TH E 124 FT TH N 19.98 FT TH E 62.29 FT TH N 22 FT TO BEG * SEC 2 T6N R12W 0.14 A.

(m) To rezone the following described property at 1727 GODFREY AVE SW (parcel number 41-17-02-404-028) from R-3 Residential District to R-2 Residential District:

PART SE 1/4 COM 16 FT N FROM NE COR OF LOT 30 ANDREW WHALEN'S ADD TH N 62 FT TH W 62.29 FT TH S 61.92 FT TO S LINE OF SD ADD TH E

64.50 FT TO BEG * SEC 2 T6N R12W 0.09 A.

(n) To rezone the following described property at 1706 GODFREY AVE SW (parcel number 41-17-02-407-001) from R-3 Residential District to R-2 Residential District:

LOTS 1 & 2. WHALEN'S INTERURBAN PLAT

(o) To rezone the following described property at 1050 LEE ST SW (parcel number 41-17-02-407-002) from R-3 Residential District to R-2 Residential District:

LOT 3. WHALEN'S INTERURBAN PLAT

(p) To rezone the following described property at 1046 LEE ST SW (parcel number 41-17-02-407-003) from R-3 Residential District to R-2 Residential District:

LOT 4. WHALEN'S INTERURBAN PLAT

(q) To rezone the following described property at 1042 LEE ST SW (parcel number 41-17-02-407-004) from R-3 Residential District to R-2 Residential District:

LOT 5. WHALEN'S INTERURBAN PLAT

(r) To rezone the following described property at 1038 LEE ST SW (parcel number 41-17-02-407-005) from R-3 Residential District to R-2 Residential District:

LOT 6 ALSO WLY 1/2 OF VACATED PORTION OF ALLEY LYING BETWEEN LOTS 6 & 7 BEING ADJ TO ELY LINE OF LOT 6. WHALEN'S INTERURBAN PLAT

(s) To rezone the following described property at 1034 LEE ST SW (parcel number 41-17-02-407-006) from R-3 Residential District to R-2 Residential District:

LOT 7 ALSO ELY 1/2 OF VACATED PORTION OF ALLEY LYING BETWEEN LOTS 6 & 7 AND BEING ADJ TO WLY LINE OF LOT 7. WHALEN'S INTERURBAN PLAT

(t) To rezone the following described property at 1030 LEE ST SW (parcel number 41-17-02-407-007) from R-3 Residential District to R-2 Residential District:

LOT 8. WHALEN'S INTERURBAN PLAT

(u) To rezone the following described property at 1026 LEE ST SW (parcel number 41-17-02-407-008) from R-3 Residential District to R-2 Residential District:

LOT 9. WHALEN'S INTERURBAN PLAT

(v) To rezone the following described property at 1024 LEE ST SW (parcel number 41-17-02-407-009) from R-3 Residential District to R-2 Residential District:

LOT 10. WHALEN'S INTERURBAN PLAT

(w) To rezone the following described property at 1020 LEE ST SW (parcel number 41-17-02-407-010) from R-3 Residential District to R-2 Residential District:

LOT 11. WHALEN'S INTERURBAN PLAT

(x) To rezone the following described property at 1014 LEE ST SW (parcel number 41-17-02-407-011) from R-3 Residential District to R-2 Residential District:

LOT 12. WHALEN'S INTERURBAN PLAT

(y) To rezone the following described property at 1010 LEE ST SW (parcel number 41-17-02-407-012) from R-3 Residential District to R-2 Residential District:

LOT 13. WHALEN'S INTERURBAN PLAT

(z) To rezone the following described property at 1006 LEE ST SW (parcel number 41-17-02-407-013) from R-3 Residential District to R-2 Residential District:

LOTS 14 & 15. WHALEN'S INTERURBAN PLAT

(aa) To rezone the following described property at 1724 GODFREY AVE SW (parcel number 41-17-02-407-017) from R-3 Residential District to R-2 Residential District:

LOT 26. WHALEN'S 2ND INTERURBAN PLAT

(ab) To rezone the following described property at 1728 GODFREY AVE SW (parcel number 41-17-02-407-018) from R-3 Residential District to R-2 Residential District:

LOT 25. WHALEN'S 2ND INTERURBAN PLAT

(ac) To rezone the following described property at 1730 GODFREY AVE SW (parcel number 41-17-02-407-019) from R-3 Residential District to R-2 Residential District:

LOT 24. WHALEN'S 2ND INTERURBAN PLAT

(ad) To rezone the following described property at 1736 GODFREY AVE SW (parcel number 41-17-02-407-020) from R-3 Residential District to R-2 Residential District:

LOT 23. WHALEN'S 2ND INTERURBAN PLAT

(ae) To rezone the following described property at 1746 GODFREY AVE SW (parcel number 41-17-02-407-021) from R-3 Residential District to R-2 Residential District:

LOT 22. WHALEN'S 2ND INTERURBAN PLAT

(af) To rezone the following described property at 1750 GODFREY AVE SW (parcel number 41-17-02-407-022) from R-3 Residential District to R-2 Residential District:

LOT 21. WHALEN'S 2ND INTERURBAN PLAT

(ag) To rezone the following described property at 1754 GODFREY AVE SW (parcel number 41-17-02-407-023) from R-3 Residential District to R-2 Residential District:

LOT 20. WHALEN'S 2ND INTERURBAN PLAT

(ah) To rezone the following described property at 1800 GODFREY AVE SW (parcel number 41-17-02-407-024) from R-3 Residential District to R-2 Residential District:

LOT 19. WHALEN'S 2ND INTERURBAN PLAT

(ai) To rezone the following described property at 1810 GODFREY AVE SW (parcel number 41-17-02-407-025) from R-3 Residential District to R-2 Residential District:

N 44 FT OF W 148 FT E 1/2 SW 1/4 SE 1/4 EX W 33 FT * SEC 2 T6N R12W 0.15 A.

(aj) To rezone the following described property at 1820 GODFREY AVE SW (parcel number 41-17-02-407-026) from R-3 Residential District to R-2 Residential District:

COM 44 FT S OF S 1/8 LINE ON E LINE OF GODFREY AVE TH E 115 FT TH S 88 FT TH W 115 FT TH N 88 FT TO BEG * SEC 2 T6N R12W 0.30 A.

(ak) To rezone the following described property at 1826 GODFREY AVE SW (parcel number 41-17-02-407-030) from R-3 Residential District to R-2 Residential District:

S 90 FT OF N 272 FT OF W 199 FT OF NE 1/4 SW 1/4 SE 1/4 * SEC 2 T6N R12W 0.40 A.

(al) To rezone the following described property at 1836 GODFREY AVE SW (parcel number 41-17-02-407-031) from R-3 Residential District to R-2 Residential District:

COM 272 FT S OF NW COR N 1/2 NE 1/4 SW 1/4 SE 1/4 E 199 FT S TO S LINE SD N 1/2 NE 1/4 SW 1/4 SE 1/4 W 199 FT N TO BEG * SEC 2 T6N R12W 0.20 A.

(am) To rezone the following described property at 1840 GODFREY AVE SW (parcel number 41-17-02-407-032) from R-3 Residential District to R-2 Residential District:

N 1/2 OF LOT 13. NICHOLAS DRIEBORG'S 2ND ADDITION

(an) To rezone the following described property at 1842 GODFREY AVE SW (parcel number 41-17-02-407-033) from R-3 Residential District to R-2 Residential District:

LOT 14 & S 1/2 OF LOT 13. NICHOLAS DRIEBORG'S 2ND ADDITION

(ao) To rezone the following described property at 1848 GODFREY AVE SW (parcel number 41-17-02-407-034) from R-3 Residential District to R-2 Residential District:

LOT 15. NICHOLAS DRIEBORG'S 2ND ADDITION

(ap) To rezone the following described property at 1049 JOOSTEN ST SW (parcel number 41-17-02-407-035) from R-3 Residential District to R-2 Residential District:

LOT 12. NICHOLAS DRIEBORG'S 2ND ADDITION

(aq) To rezone the following described property at 1045 JOOSTEN ST SW (parcel number 41-17-02-407-036) from R-3 Residential District to R-2 Residential District:

LOT 11. NICHOLAS DRIEBORG'S 2ND ADDITION

(ar) To rezone the following described property at 1041 JOOSTEN ST SW (parcel number 41-17-02-407-037) from R-3 Residential District to R-2 Residential District:

LOT 10. NICHOLAS DRIEBORG'S 2ND ADDITION

(as) To rezone the following described property at 1037 JOOSTEN ST SW (parcel number 41-17-02-407-038) from R-3 Residential District to R-2 Residential District:

LOT 9. NICHOLAS DRIEBORG'S 2ND ADDITION

(at) To rezone the following described property at 1033 JOOSTEN ST SW (parcel number 41-17-02-407-039) from R-3 Residential District to R-2 Residential District:

LOT 8. NICHOLAS DRIEBORG'S 2ND ADDITION

(au) To rezone the following described property at 1029 JOOSTEN ST SW (parcel number 41-17-02-407-040) from R-3 Residential District to R-2 Residential District:

LOT 7. NICHOLAS DRIEBORG'S 2ND ADDITION

(av) To rezone the following described property at 1025 JOOSTEN ST SW (parcel number 41-17-02-407-041) from R-3 Residential District to R-2 Residential District:

LOT 6. NICHOLAS DRIEBORG'S 2ND ADDITION

(aw) To rezone the following described property at 1019 JOOSTEN ST SW (parcel number 41-17-02-407-042) from R-3 Residential District to R-2 Residential District:

LOT 5. NICHOLAS DRIEBORG'S 2ND ADDITION

(ax) To rezone the following described property at 1710 GODFREY AVE SW (parcel number 41-17-02-407-044) from R-3 Residential District to R-2 Residential District:

LOT 1 ALSO N 1/2 OF THAT PART OF VACATED PORTION OF COOLIDGE CT LYING S OF & ADJ TO SD LOT. SCALLY PLAT

(ay) To rezone the following described property at 1720 GODFREY AVE SW (parcel number 41-17-02-407-045) from R-3 Residential District to R-2 Residential District:

LOT 11 ALSO S 1/2 OF THAT PART OF VACATED PORTION OF COLLIDGE CT LYING N OF & ADJ TO SD LOT. SCALLY PLAT

(az) To rezone the following described property at 1824 GODFREY AVE SW (parcel number 41-17-02-407-046) from R-3 Residential District to R-2 Residential District:

N 1/2 NE 1/4 SW 1/4 SE 1/4 EX W 148 FT OF N 132 FT & EX COM 182 FT S OF NW COR OF SD PARCEL TH E 199 FT TH S TO S LINE SD PARCEL TH W 199 FT TH N TO BEG * SEC 2 T6N R12W 3.95 A. * LOTS 1 TO 18 INCL ALSO LOT A ALSO VACATED PORTION OF ALCOMA ST LYING BETWEE

(ba) To rezone the following described property at 982 LEE ST SW (parcel number 41-17-02-426-023) from R-3 Residential District to R-2 Residential District:

PART OF SE 1/4 COM AT SE COR LOT 1 OF NICHOLAS DRIEBORG'S 2ND ADD TH N 0D 22M 49S W ALONG E LINE OF SD PLAT 466.08 FT TH N 0D 07M 23S W ALONG S LINE OF WHALIN'S 2ND INTERURBAN PLAT 396.0 FT TH N 0D 20M 51S E ALONG E LINE OF SCALLY PLAT 132.0 FT TH N 0D 07

(bb) To rezone the following described property at 961 AND 963 JOOSTEN ST SW (parcel number 41-17-02-426-024) from R-3 Residential District to R-2 Residential District:

PART OF SE 1/4 COM AT SE COR LOT 1 OF NICHOLAS DRIEBORG'S 2ND ADD TH N 0D 22M 49S W ALONG E LINE OF SD PLAT 466.08 FT TH N 0D 07M 23S W ALONG S LINE OF WHALIN'S 2ND INTERURBAN PLAT 396.0 FT TH N 0D 20M 51S E ALONG E LINE OF SCALLY PLAT 132.0 FT TH N 0D 07

(bc) To rezone the following described property at 1751 GODFREY AVE SW (parcel number 41-17-02-451-024) from R-3 Residential District to R-2 Residential District:

LOT 3. ANDREW WHALEN'S ADDITION

(bd) To rezone the following described property at 1755 GODFREY AVE SW (parcel number 41-17-02-451-025) from R-3 Residential District to R-2 Residential District:

LOT 2. ANDREW WHALEN'S ADDITION

(be) To rezone the following described property at 1803 GODFREY AVE SW (parcel number 41-17-02-451-026) from R-3 Residential District to R-2 Residential District:

LOT 1. ANDREW WHALEN'S ADDITION

(bf) To rezone the following described property at 1809 GODFREY AVE SW (parcel number 41-17-02-451-027) from R-3 Residential District to R-2 Residential District:

LOT 1 BLK 1. JOHN DRIEBORG'S ADDITION

(bg) To rezone the following described property at 1811 GODFREY AVE SW (parcel number 41-17-02-451-028) from R-3 Residential District to R-2 Residential District:

LOT 2 BLK 1. JOHN DRIEBORG'S ADDITION

(bh) To rezone the following described property at 1815 GODFREY AVE SW (parcel number 41-17-02-451-029) from R-3 Residential District to R-2 Residential District:

LOT 3 BLK 1. JOHN DRIEBORG'S ADDITION

(bi) To rezone the following described property at 1109 JOOSTEN ST SW (parcel number 41-17-02-452-024) from R-3 Residential District to R-2 Residential District:

PT LOT 3 COM ON N LINE SD LOT 63.65 FT W OF NE COR SD LOT TH W TO NW COR SD LOT TH S TO SW COR SD LOT TH E TO A PT 65.6 FT W OF SE COR SD LOT TH NLY TO BEG. MURPHY ADDITION

(bj) To rezone the following described property at 1849 GODFREY AVE SW (parcel number 41-17-02-452-025) from R-3 Residential District to R-2 Residential District:

PT LOT 3 COM AT SE COR SD LOT TH N TO NE COR SD LOT TH W 63.65 FT TH SLY TO A PT ON S LINE SD LOT 65.6 FT W OF BEG TH E TO BEG. MURPHY ADDITION

(bk) To rezone the following described property at 1847 GODFREY AVE SW (parcel number 41-17-02-452-050) from R-3 Residential District to R-2 Residential District:

LOTS 1 & 2 ALSO S 1/2 OF THAT PART OF VAC PORTION OF ALLEY ADJ ON THE N. MURPHY ADD

(bl) To rezone the following described property at 1831 GODFREY AVE SW (parcel number 41-17-02-452-051) from R-3 Residential District to R-2 Residential District:

LOTS 1 2 & 3 BLK 2 ALSO N 1/2 OF THAT PART OF VAC PORTION OF ALLEY ADJ SD LOT 3 ON THE S. JOHN DRIEBORG'S ADDITION

(bm) To rezone the following described property at 1919 GODFREY AVE SW (parcel number 41-17-02-453-025) from R-3 Residential District to R-2 Residential District:

LOT 1 BLK 1. HUDSON'S ADDITION

(bn) To rezone the following described property at 1921 GODFREY AVE SW (parcel number 41-17-02-453-026) from R-3 Residential District to R-2 Residential District:

LOT 2 BLK 1. HUDSON'S ADDITION

(bo) To rezone the following described property at 1925 GODFREY AVE SW (parcel number 41-17-02-453-027) from R-3 Residential District to R-2 Residential District:

LOT 3 BLK 1. HUDSON'S ADDITION

(bp) To rezone the following described property at 1901 GODFREY AVE SW (parcel number 41-17-02-453-028) from R-3 Residential District to R-2 Residential District:

LOT 28 ALSO LOT 29 EX COM 50 FT W ALONG S LINE SD LOT FROM SE COR THEREOF TH E 50 FT TO SE COR SD LOT TH N 4 FT ALONG E LOT LINE TH SWLY TO BEG. MURPHY ADDITION

(bq) To rezone the following described property at 1913 GODFREY AVE SW (parcel number 41-17-02-453-029) from R-3 Residential District to R-2 Residential District:

LOT 30 ALSO PART LOT 29 COM 50 FT W ALONG S LINE SD LOT FROM SE COR THEREOF TH E 50 FT TO SD SE COR TH N 4 FT ALONG E LOT LINE TH SWLY TO BEG. MURPHY ADDITION

(br) To rezone the following described property at 1110 HUDSON ST SW (parcel number 41-17-02-454-012) from R-3 Residential District to R-2 Residential District:

W 50.2 FT OF LOT 1 BLK 2. HUDSON'S ADDITION

(bs) To rezone the following described property at 1937 GODFREY AVE SW (parcel number 41-17-02-454-013) from R-3 Residential District to R-2 Residential District:

LOT 1 EX W 50.2 FT BLK 2. HUDSON'S ADDITION

(bt) To rezone the following described property at 1941 GODFREY AVE SW (parcel number 41-17-02-454-014) from R-3 Residential District to R-2 Residential District:

LOT 2 BLK 2. HUDSON'S ADDITION

(bu) To rezone the following described property at 1945 GODFREY AVE SW (parcel number 41-17-02-454-015) from R-3 Residential District to R-2 Residential District:

LOT 3 BLK 2. HUDSON'S ADDITION

(bv) To rezone the following described property at 1955 GODFREY AVE SW (parcel number 41-17-02-454-041) from R-3 Residential District to R-2 Residential District:

LOTS 1 & 2 ALSO N 24.42 FT OF LOT 3 BLK 1 KAMP'S ADDITION

(bw) To rezone the following described property at 1900 GODFREY AVE SW (parcel number 41-17-02-455-001) from R-3 Residential District to R-2 Residential District:

LOT 13. NICHOLAS DRIEBORG'S FIRST ADDITION

(bx) To rezone the following described property at 1902 GODFREY AVE SW (parcel number 41-17-02-455-002) from R-3 Residential District to R-2 Residential District:

LOT 14. NICHOLAS DRIEBORG'S FIRST ADDITION

(by) To rezone the following described property at 1912 GODFREY AVE SW (parcel number 41-17-02-455-003) from R-3 Residential District to R-2 Residential District:

LOT 15. NICHOLAS DRIEBORG'S FIRST ADDITION

(bz) To rezone the following described property at 1050 JOOSTEN ST SW (parcel number 41-17-02-455-004) from R-3 Residential District to R-2 Residential District:

LOTS 11 & 12. NICHOLAS DRIEBORG'S FIRST ADDN

(ca) To rezone the following described property at 1046 JOOSTEN ST SW (parcel number 41-17-02-455-005) from R-3 Residential District to R-2 Residential District:

LOT 10. NICHOLAS DRIEBORG'S FIRST ADDITION

(cb) To rezone the following described property at 1038 JOOSTEN ST SW (parcel number 41-17-02-455-006) from R-3 Residential District to R-2 Residential District:

LOT 9. NICHOLAS DRIEBORG'S FIRST ADDITION

(cc) To rezone the following described property at 1032 JOOSTEN ST SW (parcel number 41-17-02-455-007) from R-3 Residential District to R-2 Residential District:

LOT 8. NICHOLAS DRIEBORG'S FIRST ADDITION

(cd) To rezone the following described property at 1028 JOOSTEN ST SW (parcel number 41-17-02-455-008) from R-3 Residential District to R-2 Residential District:

LOT 7. NICHOLAS DRIEBORG'S FIRST ADDITION

(ce) To rezone the following described property at 1024 JOOSTEN ST SW (parcel number 41-17-02-455-009) from R-3 Residential District to R-2 Residential District:

LOT 6. NICHOLAS DRIEBORG'S FIRST ADDITION

(cf) To rezone the following described property at 1020 JOOSTEN ST SW (parcel number 41-17-02-455-010) from R-3 Residential District to R-2 Residential District:

LOT 5. NICHOLAS DRIEBORG'S FIRST ADDITION

(cg) To rezone the following described property at 1010 JOOSTEN ST SW (parcel number 41-17-02-456-001) from R-3 Residential District to R-2 Residential District:

LOT 3. NICHOLAS DRIEBORG'S FIRST ADDITION

(ch) To rezone the following described property at 1006 JOOSTEN ST SW (parcel number 41-17-02-456-002) from R-3 Residential District to R-2 Residential District:

LOT 2. NICHOLAS DRIEBORG'S FIRST ADDITION

(ci) To rezone the following described property at 1002 JOOSTEN ST SW (parcel number 41-17-02-456-003) from R-3 Residential District to R-2 Residential District:

LOT 1. NICHOLAS DRIEBORG'S FIRST ADDITION

(cj) To rezone the following described property at 2100 LEE ST SW (parcel number 41-17-10-177-049) from R-3 Residential District to R-2 Residential District:

A STRIP OF LAND 66 FT WIDE THE CL OF WHICH IS DESC AS - COM 318 FT S FROM W 1/4 COR TH N 62D 25M E 2269.8 FT TH NELY ALONG A 1D CURVE TO LT 808 FT TH N 54D 19M E TO NELY LINE OF C&O RR R/W EX THAT PART OF W 1/2 SW 1/4 LYING SLY OF PORTER ST & EX COM AT NW

(ck) To rezone the following described property at 2191 BERWYN CT SW (parcel number 41-17-10-201-018) from R-3 Residential District to R-2 Residential District:

LOT 1. BERWYN WOODS

(cl) To rezone the following described property at 2181 BERWYN CT SW (parcel number 41-17-10-201-019) from R-3 Residential District to R-2 Residential District:

LOT 2. BERWYN WOODS

(cm) To rezone the following described property at 2171 BERWYN CT SW (parcel number 41-17-10-201-020) from R-3 Residential District to R-2 Residential District:

LOT 3. BERWYN WOODS

(cn) To rezone the following described property at 2161 BERWYN CT SW (parcel number 41-17-10-201-021) from R-3 Residential District to R-2 Residential District:

LOT 4. BERWYN WOODS

(co) To rezone the following described property at 2151 BERWYN CT SW (parcel number 41-17-10-201-022) from R-3 Residential District to R-2 Residential District:

LOT 5. BERWYN WOODS

(cp) To rezone the following described property at 2141 BERWYN CT SW (parcel number 41-17-10-201-023) from R-3 Residential District to R-2 Residential District:

LOT 6. BERWYN WOODS

(cq) To rezone the following described property at 2131 BERWYN CT SW (parcel number 41-17-10-201-024) from R-3 Residential District to R-2 Residential District:

LOT 7. BERWYN WOODS

(cr) To rezone the following described property at 2121 BERWYN CT SW (parcel number 41-17-10-201-025) from R-3 Residential District to R-2 Residential District:

LOT 8. BERWYN WOODS

(cs) To rezone the following described property at 2111 BERWYN CT SW (parcel number 41-17-10-201-026) from R-3 Residential District to R-2 Residential District:

LOT 9. BERWYN WOODS

(ct) To rezone the following described property at 2081 BERWYN CT SW (parcel number 41-17-10-201-027) from R-3 Residential District to R-2 Residential District:

LOT 10. BERWYN WOODS

(cu) To rezone the following described property at 2100 BERWYN CT SW (parcel number 41-17-10-201-040) from R-3 Residential District to R-2 Residential District:

LOT 22. BERWYN WOODS

(cv) To rezone the following described property at 2110 BERWYN CT SW (parcel number 41-17-10-201-041) from R-3 Residential District to R-2 Residential District:

LOT 23. BERWYN WOODS

(cw) To rezone the following described property at 2120 BERWYN CT SW (parcel number 41-17-10-201-042) from R-3 Residential District to R-2 Residential District:

LOT 24. BERWYN WOODS

(cx) To rezone the following described property at 2130 BERWYN CT SW (parcel number 41-17-10-201-043) from R-3 Residential District to R-2 Residential District:

LOT 25. BERWYN WOODS

(cy) To rezone the following described property at 2140 BERWYN CT SW (parcel number 41-17-10-201-044) from R-3 Residential District to R-2 Residential District:

LOT 26. BERWYN WOODS

(cz) To rezone the following described property at 2150 BERWYN CT SW (parcel number 41-17-10-201-045) from R-3 Residential District to R-2 Residential District:

LOT 27. BERWYN WOODS

(da) To rezone the following described property at 2160 BERWYN CT SW (parcel number 41-17-10-201-046) from R-3 Residential District to R-2 Residential District:

LOT 28. BERWYN WOODS

(db) To rezone the following described property at 2170 BERWYN CT SW (parcel number 41-17-10-201-047) from R-3 Residential District to R-2 Residential District:

LOT 29. BERWYN WOODS

(dc) To rezone the following described property at 2180 BERWYN CT SW (parcel number 41-17-10-201-048) from R-3 Residential District to R-2 Residential District:

LOT 30. BERWYN WOODS

(dd) To rezone the following described property at 2090 BERWYN CT SW (parcel number 41-17-10-201-054) from R-3 Residential District to R-2 Residential District:

LOT 21 EX NWLY 3 FT. BERWYN WOODS

(de) To rezone the following described property at 1823 AND 1825 FARRAGUT ST SW (parcel number 41-17-10-202-006) from R-3 Residential District to R-2 Residential District:

LOTS 8 & 9. VANDER LAAN PLAT

(df) To rezone the following described property at 1815 FARRAGUT ST SW (parcel number 41-17-10-202-007) from R-3 Residential District to R-2 Residential District:

LOT 10. VANDER LAAN PLAT

(dg) To rezone the following described property at 1811 FARRAGUT ST SW (parcel number 41-17-10-202-008) from R-3 Residential District to R-2 Residential District:

LOTS 11 & 12. VANDER LAAN PLAT

(dh) To rezone the following described property at 1851 FARRAGUT ST SW (parcel number 41-17-10-202-013) from R-3 Residential District to R-2 Residential District:

LOTS 1 2 & 3. VANDER LAAN PLAT

(di) To rezone the following described property at 1839 FARRAGUT ST SW (parcel number 41-17-10-202-014) from R-3 Residential District to R-2 Residential District:

LOTS 4 5 6 & 7. VANDER LAAN PLAT

(dj) To rezone the following described property at 2217 BERWYN AVE SW (parcel number 41-17-10-252-009) from R-3 Residential District to R-2 Residential District:

LOT 72 * BEVERLEY ADDITION

(dk) To rezone the following described property at 2219 BERWYN AVE SW (parcel number 41-17-10-252-010) from R-3 Residential District to R-2 Residential District:

LOT 71. BEVERLY ADD'N

(dl) To rezone the following described property at 2223 BERWYN AVE SW (parcel number 41-17-10-252-011) from R-3 Residential District to R-2 Residential District:

LOT 70. BEVERLY ADD'N

(dm) To rezone the following described property at 2231 BERWYN AVE SW (parcel number 41-17-10-252-012) from R-3 Residential District to R-2 Residential District:

LOTS 68 & 69 EX S 20 FT OF LOT 68. BEVERLY ADD'N

(dn) To rezone the following described property at 2235 BERWYN AVE SW (parcel number 41-17-10-252-013) from R-3 Residential District to R-2 Residential District:

LOT 67 & S 20 FT LOT 68. BEVERLY ADD'N

(do) To rezone the following described property at 2253 BERWYN AVE SW (parcel number 41-17-10-252-017) from R-3 Residential District to R-2 Residential District:

LOT 63. BEVERLY ADD'N

(dp) To rezone the following described property at 2257 BERWYN AVE SW (parcel number 41-17-10-252-018) from R-3 Residential District to R-2 Residential District:

LOT 62. BEVERLY ADD'N

(dq) To rezone the following described property at 2255 BERWYN AVE SW (parcel number 41-17-10-252-019) from R-3 Residential District to R-2 Residential District:

LOT 61 * BEVERLEY ADDITION

(dr) To rezone the following described property at 2245 BERWYN AVE SW (parcel number 41-17-10-252-021) from R-3 Residential District to R-2 Residential District:

LOTS 64 65 & 66 * BEVERLEY ADDITION

(ds) To rezone the following described property at 1868 FARRAGUT ST SW (parcel number 41-17-10-253-001) from R-3 Residential District to R-2 Residential District:

LOT 73. BEVERLY ADD'N

(dt) To rezone the following described property at 2210 BERWYN AVE SW (parcel number 41-17-10-253-002) from R-3 Residential District to R-2 Residential District:

LOT 74 ALSO N 4 FT OF LOT 75. BEVERLY ADD'N

(du) To rezone the following described property at 2214 BERWYN AVE SW (parcel number 41-17-10-253-003) from R-3 Residential District to R-2 Residential District:

LOT 75 EX N 4 FT ALSO LOT 76. BEVERLY ADD'N

(dv) To rezone the following described property at 2224 BERWYN AVE SW (parcel number 41-17-10-253-004) from R-3 Residential District to R-2 Residential District:

LOT 77. * BEVERLEY ADDITION

(dw) To rezone the following described property at 2226 BERWYN AVE SW (parcel number 41-17-10-253-005) from R-3 Residential District to R-2 Residential District:

LOT 78. BEVERLY ADD'N

(dx) To rezone the following described property at 2234 BERWYN AVE SW (parcel number 41-17-10-253-006) from R-3 Residential District to R-2 Residential District:

LOTS 79 80 & 81 * BEVERLEY ADDITION

(dy) To rezone the following described property at 2244 BERWYN AVE SW (parcel number 41-17-10-253-007) from R-3 Residential District to R-2 Residential District:

LOTS 82 83 & 84. BEVERLY ADD'N

(dz) To rezone the following described property at 2254 BERWYN AVE SW (parcel number 41-17-10-253-008) from R-3 Residential District to R-2 Residential District:

LOTS 85 & 86. BEVERLY ADD'N

(ea) To rezone the following described property at 1864 FARRAGUT ST SW (parcel number 41-17-10-253-009) from R-3 Residential District to R-2 Residential District:

LOT 128 * BEVERLEY ADDITION

(eb) To rezone the following described property at 1862 FARRAGUT ST SW (parcel number 41-17-10-253-010) from R-3 Residential District to R-2 Residential District:

LOT 129 & 130. BEVERLY ADD'N

(ec) To rezone the following described property at 2215 CAMDEN AVE SW (parcel number 41-17-10-253-011) from R-3 Residential District to R-2 Residential District:

LOTS 126 & 127. BEVERLY ADD'N

(ed) To rezone the following described property at 2237 CAMDEN AVE SW (parcel number 41-17-10-253-014) from R-3 Residential District to R-2 Residential District:

LOT 122 & N 1/2 OF LOT 121. BEVERLY ADD'N

(ee) To rezone the following described property at 2239 CAMDEN AVE SW (parcel number 41-17-10-253-015) from R-3 Residential District to R-2 Residential District:

LOT 120 & S 1/2 OF LOT 121. BEVERLY ADD'N

(ef) To rezone the following described property at 2245 CAMDEN AVE SW (parcel number 41-17-10-253-016) from R-3 Residential District to R-2 Residential District:

LOT 119. BEVERLY ADD'N

(eg) To rezone the following described property at 2257 CAMDEN AVE SW (parcel number 41-17-10-253-019) from R-3 Residential District to R-2 Residential District:

LOTS 115 & 116. BEVERLY ADD'N

(eh) To rezone the following described property at 2225 CAMDEN AVE SW (parcel number 41-17-10-253-020) from R-3 Residential District to R-2 Residential District:

LOT 124 EX S 10 FT ALSO LOT 125 * BEVERLY ADD

(ei) To rezone the following described property at 2233 CAMDEN AVE SW (parcel number 41-17-10-253-021) from R-3 Residential District to R-2 Residential District:

LOT 123 ALSO S 10 FT OF LOT 124 * BEVERLY ADD

(ej) To rezone the following described property at 2253 CAMDEN AVE SW (parcel number 41-17-10-253-022) from R-3 Residential District to R-2 Residential District:

LOTS 117 & 118 * BEVERLY ADDITION

(ek) To rezone the following described property at 1844 FARRAGUT ST SW (parcel number 41-17-10-254-001) from R-3 Residential District to R-2 Residential District:

LOTS 131 & 132. BEVERLY ADD'N

(el) To rezone the following described property at 1842 FARRAGUT ST SW (parcel number 41-17-10-254-002) from R-3 Residential District to R-2 Residential District:

LOT 133. BEVERLY ADD'N

(em) To rezone the following described property at 1838 FARRAGUT ST SW (parcel number 41-17-10-254-003) from R-3 Residential District to R-2 Residential District:

LOT 188 & W 19.34 FT OF LOT 189. BEVERLY ADD

(en) To rezone the following described property at 2211 DALTON AVE SW (parcel number 41-17-10-254-004) from R-3 Residential District to R-2 Residential District:

LOT 190 & E 21.33 FT OF LOT 189. BEVERLY ADD

(eo) To rezone the following described property at 2212 CAMDEN AVE SW (parcel number 41-17-10-254-005) from R-3 Residential District to R-2 Residential District:

LOTS 134 & 135 * BEVERLEY ADDITION

(ep) To rezone the following described property at 2222 CAMDEN AVE SW (parcel number 41-17-10-254-006) from R-3 Residential District to R-2 Residential District:

LOTS 136 & 137. BEVERLY ADD'N

(eq) To rezone the following described property at 2228 CAMDEN AVE SW (parcel number 41-17-10-254-007) from R-3 Residential District to R-2 Residential District:

LOT 138. BEVERLY ADD'N

(er) To rezone the following described property at 2232 CAMDEN AVE SW (parcel number 41-17-10-254-008) from R-3 Residential District to R-2 Residential District:

LOT 139. BEVERLY ADD'N

(es) To rezone the following described property at 2236 CAMDEN AVE SW (parcel number 41-17-10-254-009) from R-3 Residential District to R-2 Residential District:

LOT 140. BEVERLY ADD'N

(et) To rezone the following described property at 2240 CAMDEN AVE SW (parcel number 41-17-10-254-010) from R-3 Residential District to R-2 Residential District:

LOT 141. BEVERLY ADD'N

(eu) To rezone the following described property at 2250 CAMDEN AVE SW (parcel number 41-17-10-254-013) from R-3 Residential District to R-2 Residential District:

LOT 144 & N 1/2 OF LOT 145. BEVERLY ADD'N

(ev) To rezone the following described property at 2256 CAMDEN AVE SW (parcel number 41-17-10-254-014) from R-3 Residential District to R-2 Residential District:

LOT 146 & S 1/2 OF LOT 145. BEVERLY ADD'N

(ew) To rezone the following described property at 2219 DALTON AVE SW (parcel number 41-17-10-254-015) from R-3 Residential District to R-2 Residential District:

LOT 187 & N 1/2 OF LOT 186. BEVERLY ADD'N

(ex) To rezone the following described property at 2223 DALTON AVE SW (parcel number 41-17-10-254-016) from R-3 Residential District to R-2 Residential District:

LOT 185 & S 1/2 OF LOT 186. BEVERLY ADD'N

(ey) To rezone the following described property at 2231 DALTON AVE SW (parcel number 41-17-10-254-017) from R-3 Residential District to R-2 Residential District:

LOT 184 & N 1/2 OF LOT 183. BEVERLY ADD'N

(ez) To rezone the following described property at 2239 DALTON AVE SW (parcel number 41-17-10-254-018) from R-3 Residential District to R-2 Residential District:

LOT 182 & S 1/2 OF LOT 183. BEVERLY ADD'N

(fa) To rezone the following described property at 2241 DALTON AVE SW (parcel number 41-17-10-254-019) from R-3 Residential District to R-2 Residential District:

LOT 181 & N 1/2 OF LOT 180. BEVERLY ADD'N

(fb) To rezone the following described property at 2245 DALTON AVE SW (parcel number 41-17-10-254-020) from R-3 Residential District to R-2 Residential District:

LOT 179 & S 1/2 OF LOT 180. BEVERLY ADD'N

(fc) To rezone the following described property at 2251 DALTON AVE SW (parcel number 41-17-10-254-021) from R-3 Residential District to R-2 Residential District:

LOT 178 * BEVERLEY ADDITION

(fd) To rezone the following described property at 2253 DALTON AVE SW (parcel number 41-17-10-254-022) from R-3 Residential District to R-2 Residential District:

LOT 177. BEVERLY ADD'N

(fe) To rezone the following described property at 2255 DALTON AVE SW (parcel number 41-17-10-254-023) from R-3 Residential District to R-2 Residential District:

LOT 176. BEVERLY ADD'N

(ff) To rezone the following described property at 1839 ELBON ST SW (parcel number 41-17-10-254-024) from R-3 Residential District to R-2 Residential District:

LOT 175 EX E 65 FT. BEVERLY ADD'N

(fg) To rezone the following described property at 2257 DALTON AVE SW (parcel number 41-17-10-254-025) from R-3 Residential District to R-2 Residential District:

E 65 FT OF LOT 175. BEVERLY ADD'N

(fh) To rezone the following described property at 2242 CAMDEN AVE SW (parcel number 41-17-10-254-026) from R-3 Residential District to R-2 Residential District:

LOT 142 & 143 * BEVERLEY ADDITION SPLIT ON 05/27/2008 FROM 41-17-10-254-011, 41-17-10-254-012;

(fi) To rezone the following described property at 2301 BERWYN AVE SW (parcel number 41-17-10-256-009) from R-3 Residential District to R-2 Residential District:

LOT 60. BEVERLY ADD'N

(fj) To rezone the following described property at 2305 BERWYN AVE SW (parcel number 41-17-10-256-010) from R-3 Residential District to R-2 Residential District:

LOT 59. BEVERLY ADD'N

(fk) To rezone the following described property at 2313 BERWYN AVE SW (parcel number 41-17-10-256-011) from R-3 Residential District to R-2 Residential District:

LOTS 57 & 58. BEVERLY ADD'N

(fl) To rezone the following described property at 2327 BERWYN AVE SW (parcel number 41-17-10-256-013) from R-3 Residential District to R-2 Residential District:

LOT 54 ALSO N 1/2 OF LOT 53. BEVERLY ADD'N

(fm) To rezone the following described property at 2333 BERWYN AVE SW (parcel number 41-17-10-256-014) from R-3 Residential District to R-2 Residential District:

LOT 52 & S 1/2 LOT 53. BEVERLY ADD'N

(fn) To rezone the following described property at 2337 BERWYN AVE SW (parcel number 41-17-10-256-015) from R-3 Residential District to R-2 Residential District:

LOTS 50 & 51. BEVERLY ADD'N

(fo) To rezone the following described property at 2321 BERWYN AVE SW (parcel number 41-17-10-256-023) from R-3 Residential District to R-2 Residential District:

LOTS 55 & 56 * BEVERLY ADDITION

(fp) To rezone the following described property at 2310 BERWYN AVE SW (parcel number 41-17-10-257-003) from R-3 Residential District to R-2 Residential District:

LOT 89. BEVERLY ADD'N

(fq) To rezone the following described property at 2318 BERWYN AVE SW (parcel number 41-17-10-257-004) from R-3 Residential District to R-2 Residential District:

LOTS 90 & 91. BEVERLY ADDITION

(fr) To rezone the following described property at 2322 BERWYN AVE SW (parcel number 41-17-10-257-005) from R-3 Residential District to R-2 Residential District:

LOT 92. BEVERLY ADD'N

(fs) To rezone the following described property at 2328 BERWYN AVE SW (parcel number 41-17-10-257-006) from R-3 Residential District to R-2 Residential District:

LOT 93. BEVERLY ADD'N

(ft) To rezone the following described property at 2330 BERWYN AVE SW (parcel number 41-17-10-257-007) from R-3 Residential District to R-2 Residential District:

LOT 94. BEVERLY ADD'N

(fu) To rezone the following described property at 2336 BERWYN AVE SW (parcel number 41-17-10-257-008) from R-3 Residential District to R-2 Residential District:

LOT 95. BEVERLY ADD'N

(fv) To rezone the following described property at 2340 BERWYN AVE SW (parcel number 41-17-10-257-009) from R-3 Residential District to R-2 Residential District:

LOTS 96 & 97. BEVERLY ADD'N

(fw) To rezone the following described property at 2303 CAMDEN AVE SW (parcel number 41-17-10-257-010) from R-3 Residential District to R-2 Residential District:

LOT 114. BEVERLY ADD'N

(fx) To rezone the following described property at 2307 CAMDEN AVE SW (parcel number 41-17-10-257-011) from R-3 Residential District to R-2 Residential District:

LOT 113. BEVERLY ADD'N

(fy) To rezone the following described property at 2313 CAMDEN AVE SW (parcel number 41-17-10-257-012) from R-3 Residential District to R-2 Residential District:

LOT 112. BEVERLY ADD'N

(fz) To rezone the following described property at 2315 CAMDEN AVE SW (parcel number 41-17-10-257-013) from R-3 Residential District to R-2 Residential District:

LOT 111. BEVERLY ADD'N

(ga) To rezone the following described property at 2317 CAMDEN AVE SW (parcel number 41-17-10-257-014) from R-3 Residential District to R-2 Residential District:

LOT 110. BEVERLY ADD'N

(gb) To rezone the following described property at 2321 CAMDEN AVE SW (parcel number 41-17-10-257-015) from R-3 Residential District to R-2 Residential District:

LOTS 109 & N 1/2 OF LOT 108. BEVERLY ADD'N

(gc) To rezone the following described property at 2327 CAMDEN AVE SW (parcel number 41-17-10-257-016) from R-3 Residential District to R-2 Residential District:

LOT 107 & S 1/2 OF LOT 108. BEVERLY ADD'N

(gd) To rezone the following described property at 2333 CAMDEN AVE SW (parcel number 41-17-10-257-017) from R-3 Residential District to R-2 Residential District:

LOT 106 & N 1/2 OF LOT 105. BEVERLY ADD'N

(ge) To rezone the following described property at 2339 CAMDEN AVE SW (parcel number 41-17-10-257-024) from R-3 Residential District to R-2 Residential District:

LOT 104. BEVERLY ADD'N. ALSO S 1/2 OF LOT 105

(gf) To rezone the following described property at 2300 BERWYN AVE SW (parcel number 41-17-10-257-025) from R-3 Residential District to R-2 Residential District:

LOTS 87 & 88 * BEVERLY ADDITION

(gg) To rezone the following described property at 2300 CAMDEN AVE SW (parcel number 41-17-10-258-001) from R-3 Residential District to R-2 Residential District:

LOT 147 * BEVERLEY ADDITION

(gh) To rezone the following described property at 2304 CAMDEN AVE SW (parcel number 41-17-10-258-002) from R-3 Residential District to R-2 Residential District:

LOT 148. BEVERLY ADD'N

(gi) To rezone the following described property at 2312 CAMDEN AVE SW (parcel number 41-17-10-258-003) from R-3 Residential District to R-2 Residential District:

LOTS 149 & 150 ALSO 151 EX S 20 FT. BEVERLY ADD'N

(gj) To rezone the following described property at 2320 CAMDEN AVE SW (parcel number 41-17-10-258-004) from R-3 Residential District to R-2 Residential District:

LOT 152 ALSO S 20 FT LOT 151. BEVERLY ADD'N

(gk) To rezone the following described property at 2324 CAMDEN AVE SW (parcel number 41-17-10-258-005) from R-3 Residential District to R-2 Residential District:

LOT 153 & N 1/2 OF LOT 154. BEVERLY ADD'N

(gl) To rezone the following described property at 2328 CAMDEN AVE SW (parcel number 41-17-10-258-006) from R-3 Residential District to R-2 Residential District:

LOT 155 & S 1/2 OF LOT 154. BEVERLY ADD'N

(gm) To rezone the following described property at 2332 CAMDEN AVE SW (parcel number 41-17-10-258-007) from R-3 Residential District to R-2 Residential District:

LOTS 156 & 157. BEVERLY ADD'N

(gn) To rezone the following described property at 2301 DALTON AVE SW (parcel number 41-17-10-258-010) from R-3 Residential District to R-2 Residential District:

LOTS 173 & 174. BEVERLY ADD'N

(go) To rezone the following described property at 2317 DALTON AVE SW (parcel number 41-17-10-258-013) from R-3 Residential District to R-2 Residential District:

LOT 170. BEVERLY ADD'N

(gp) To rezone the following described property at 2321 DALTON AVE SW (parcel number 41-17-10-258-014) from R-3 Residential District to R-2 Residential District:

LOT 169. BEVERLY ADD'N

(gq) To rezone the following described property at 2325 DALTON AVE SW (parcel number 41-17-10-258-018) from R-3 Residential District to R-2 Residential District:

LOTS 167 & 168 * BEVERLY ADDITION

(gr) To rezone the following described property at 2309 DALTON AVE SW (parcel number 41-17-10-258-019) from R-3 Residential District to R-2 Residential District:

LOTS 171 & 172 * BEVERLY ADDN

(gs) To rezone the following described property at 1816 FARRAGUT ST SW (parcel number 41-17-10-259-001) from R-3 Residential District to R-2 Residential District:

LOT 191 & W 1/2 OF LOT 192. BEVERLY ADD'N

(gt) To rezone the following described property at 1808 FARRAGUT ST SW (parcel number 41-17-10-259-002) from R-3 Residential District to R-2 Residential District:

LOT 193 & E 1/2 OF LOT 192. BEVERLY ADD'N

(gu) To rezone the following described property at 2220 DALTON AVE SW (parcel number 41-17-10-259-005) from R-3 Residential District to R-2 Residential District:

LOT 22. ASSESSOR'S PLAT OF SEC 10

(gv) To rezone the following described property at 2224 DALTON AVE SW (parcel number 41-17-10-259-006) from R-3 Residential District to R-2 Residential District:

LOT 21. ASSESSOR'S PLAT OF SEC 10

(gw) To rezone the following described property at 2221 BEVERLY AVE SW (parcel number 41-17-10-259-007) from R-3 Residential District to R-2 Residential District:

LOT 24. ASSESSOR'S PLAT OF SEC 10

(gx) To rezone the following described property at 2225 BEVERLY AVE SW (parcel number 41-17-10-259-008) from R-3 Residential District to R-2 Residential District:

LOT 25. ASSESSOR'S PLAT OF SEC 10

(gy) To rezone the following described property at 2240 DALTON AVE SW (parcel number 41-17-10-259-010) from R-3 Residential District to R-2 Residential District:

LOT 19. ASSESSOR'S PLAT OF SEC 10

(gz) To rezone the following described property at 2242 DALTON AVE SW (parcel number 41-17-10-259-011) from R-3 Residential District to R-2 Residential District:

LOT 18. ASSESSOR'S PLAT OF SEC 10

(ha) To rezone the following described property at 2244 DALTON AVE SW (parcel number 41-17-10-259-012) from R-3 Residential District to R-2 Residential District:

LOT 17. ASSESSOR'S PLAT OF SEC 10

(hb) To rezone the following described property at 2250 DALTON AVE SW (parcel number 41-17-10-259-013) from R-3 Residential District to R-2 Residential District:

LOT 16. ASSESSOR'S PLAT OF SEC 10

(hc) To rezone the following described property at 2254 DALTON AVE SW (parcel number 41-17-10-259-014) from R-3 Residential District to R-2 Residential District:

LOT 15. ASSESSOR'S PLAT OF SEC 10

(hd) To rezone the following described property at 2256 DALTON AVE SW (parcel number 41-17-10-259-015) from R-3 Residential District to R-2 Residential District:

LOT 14. ASSESSOR'S PLAT OF SEC 10

(he) To rezone the following described property at 2260 DALTON AVE SW (parcel number 41-17-10-259-016) from R-3 Residential District to R-2 Residential District:

LOT 13. ASSESSOR'S PLAT OF SEC 10

(hf) To rezone the following described property at 2300 DALTON AVE SW (parcel number 41-17-10-259-017) from R-3 Residential District to R-2 Residential District:

LOT 12 * ASSESSOR'S PLAT OF SEC 10.

(hg) To rezone the following described property at 2306 DALTON AVE SW (parcel number 41-17-10-259-018) from R-3 Residential District to R-2 Residential District:

LOT 11 * ASSESSOR'S PLAT OF SEC 10

(hh) To rezone the following described property at 2312 DALTON AVE SW (parcel number 41-17-10-259-019) from R-3 Residential District to R-2 Residential District:

LOT 10. ASSESSOR'S PLAT OF SEC 10

(hi) To rezone the following described property at 2237 BEVERLY AVE SW (parcel number 41-17-10-259-021) from R-3 Residential District to R-2 Residential District:

LOT 27. ASSESSOR'S PLAT OF SEC 10

(hj) To rezone the following described property at 2243 BEVERLY AVE SW (parcel number 41-17-10-259-022) from R-3 Residential District to R-2 Residential District:

LOT 28. ASSESSOR'S PLAT OF SEC 10

(hk) To rezone the following described property at 2247 BEVERLY AVE SW (parcel number 41-17-10-259-023) from R-3 Residential District to R-2 Residential District:

LOT 29. ASSESSOR'S PLAT OF SEC 10

(hl) To rezone the following described property at 2251 BEVERLY AVE SW (parcel number 41-17-10-259-024) from R-3 Residential District to R-2 Residential District:

LOT 30 * ASSESSOR'S PLAT OF SEC 10.

(hm) To rezone the following described property at 2255 BEVERLY AVE SW (parcel number 41-17-10-259-025) from R-3 Residential District to R-2 Residential District:

LOT 31. ASSESSOR'S PLAT OF SEC 10

(hn) To rezone the following described property at 2259 BEVERLY AVE SW (parcel number 41-17-10-259-026) from R-3 Residential District to R-2 Residential District:

LOT 32. ASSESSOR'S PLAT OF SEC 10

(ho) To rezone the following described property at 2265 BEVERLY AVE SW (parcel number 41-17-10-259-027) from R-3 Residential District to R-2 Residential District:

LOT 33. ASSESSOR'S PLAT OF SEC 10

(hp) To rezone the following described property at 2303 BEVERLY AVE SW (parcel number 41-17-10-259-028) from R-3 Residential District to R-2 Residential District:

LOT 34. ASSESSOR'S PLAT OF SEC 10

(hq) To rezone the following described property at 2307 BEVERLY AVE SW (parcel number 41-17-10-259-029) from R-3 Residential District to R-2 Residential District:

LOT 35. ASSESSOR'S PLAT OF SEC 10

(hr) To rezone the following described property at 2317 BEVERLY AVE SW (parcel number 41-17-10-259-030) from R-3 Residential District to R-2 Residential District:

LOT 36. ASSESSOR'S PLAT OF SEC 10

(hs) To rezone the following described property at 2319 BEVERLY AVE SW (parcel number 41-17-10-259-031) from R-3 Residential District to R-2 Residential District:

LOT 37 * ASSESSOR'S PLAT OF SEC 10

(ht) To rezone the following described property at 2323 BEVERLY AVE SW (parcel number 41-17-10-259-032) from R-3 Residential District to R-2 Residential District:

LOT 38. ASSESSOR'S PLAT OF SEC 10

(hu) To rezone the following described property at 2330 DALTON AVE SW (parcel number 41-17-10-259-034) from R-3 Residential District to R-2 Residential District:

LOT 6. ASSESSOR'S PLAT OF SEC 10

(hv) To rezone the following described property at 2331 BEVERLY AVE SW (parcel number 41-17-10-259-037) from R-3 Residential District to R-2 Residential District:

LOT 40. * ASSESSOR'S PLAT OF SEC 10.

(hw) To rezone the following described property at 2320 DALTON AVE SW (parcel number 41-17-10-259-041) from R-3 Residential District to R-2 Residential District:

LOT 7. ASSESSOR'S PLAT OF SEC 10

(hx) To rezone the following described property at 2327 BEVERLY AVE SW (parcel number 41-17-10-259-042) from R-3 Residential District to R-2 Residential District:

LOT 39. ASSESSOR'S PLAT OF SEC 10

(hy) To rezone the following described property at 2314 DALTON AVE SW (parcel number 41-17-10-259-043) from R-3 Residential District to R-2 Residential District:

LOT 9. ASSESSOR'S PLAT OF SEC 10

(hz) To rezone the following described property at 2318 DALTON AVE SW (parcel number 41-17-10-259-044) from R-3 Residential District to R-2 Residential District:

LOT 8. ASSESSOR'S PLAT OF SEC 10

(ia) To rezone the following described property at 2218 DALTON AVE SW (parcel number 41-17-10-259-045) from R-3 Residential District to R-2 Residential District:

LOT 23 EX E 90 FT. ASSESSOR'S PLAT OF SEC 10

(ib) To rezone the following described property at 2232 DALTON AVE SW (parcel number 41-17-10-259-047) from R-3 Residential District to R-2 Residential District:

LOTS 20 * ASSESSOR'S PLAT OF SEC 10-6-12

(ic) To rezone the following described property at 2229 BEVERLY AVE SW (parcel number 41-17-10-259-048) from R-3 Residential District to R-2 Residential District:

LOTS 26 * ASSESSOR'S PLAT OF SEC 10-6-12

(id) To rezone the following described property at 2340 DALTON AVE SW (parcel number 41-17-10-259-049) from R-3 Residential District to R-2 Residential District:

LOTS 4 & 5 * ASSESSOR'S PLAT OF SEC 10.

(ie) To rezone the following described property at 2205 BEVERLY AVE SW (parcel number 41-17-10-259-050) from R-3 Residential District to R-2 Residential District:

LOTS 194 & 195 EX S 15 FT * BEVERLEY ADDITION SPLIT ON 09/09/2008 FROM 41-17-10-259-003, 41-17-10-259-046;

(if) To rezone the following described property at 2215 BEVERLY AVE SW (parcel number 41-17-10-259-051) from R-3 Residential District to R-2 Residential District:

S 15 FT OF LOTS 194 & 195 * BEVERLEY ADDITION ALSO E 90 FT OF LOT 23 * ASSESSOR'S PLAT OF SEC 10 SPLIT ON 09/09/2008 FROM 41-17-10-259-003, 41-17-10-259-046;

(ig) To rezone the following described property at 2030 MARTINDALE AVE SW (parcel number 41-17-11-127-003) from R-3 Residential District to R-2 Residential District:

LOT 3. CALLAN PLAT

(ih) To rezone the following described property at 2036 MARTINDALE AVE SW (parcel number 41-17-11-127-004) from R-3 Residential District to R-2 Residential District:

LOT 4. CALLAN PLAT

(ii) To rezone the following described property at 2044 MARTINDALE AVE SW (parcel number 41-17-11-127-005) from R-3 Residential District to R-2 Residential District:

LOT 5. CALLAN PLAT

(ij) To rezone the following described property at 2052 MARTINDALE AVE SW (parcel number 41-17-11-127-006) from R-3 Residential District to R-2 Residential District:

LOT 6. CALLAN PLAT

(ik) To rezone the following described property at 2058 MARTINDALE AVE SW (parcel number 41-17-11-127-007) from R-3 Residential District to R-2 Residential District:

LOT 7. CALLAN PLAT

(il) To rezone the following described property at 2106 MARTINDALE AVE SW (parcel number 41-17-11-127-010) from R-3 Residential District to R-2 Residential District:

LOT 9. CALLAN PLAT

(im) To rezone the following described property at 2112 AND 2114 MARTINDALE AVE SW (parcel number 41-17-11-127-011) from R-3 Residential District to R-2 Residential District:

LOT 10. CALLAN PLAT

(in) To rezone the following described property at 2120 AND 2122 MARTINDALE AVE SW (parcel number 41-17-11-127-012) from R-3 Residential District to R-2 Residential District:

LOT 11. CALLAN PLAT

(io) To rezone the following described property at 2062 MARTINDALE AVE SW (parcel number 41-17-11-127-037) from R-3 Residential District to R-2 Residential District:

LOT 8. CALLAN PLAT

(ip) To rezone the following described property at 2022 MARTINDALE AVE SW (parcel number 41-17-11-127-043) from R-3 Residential District to R-2 Residential District:

S 26 FT OF LOT 1 ALSO LOT 2. CALLAN PLAT

(iq) To rezone the following described property at 2148 AND 2150 MARTINDALE AVE SW (parcel number 41-17-11-127-047) from R-3 Residential District to R-2 Residential District:

LOTS 14 & 15 * CALLAN PLAT

(ir) To rezone the following described property at 2134 MARTINDALE AVE SW (parcel number 41-17-11-127-048) from R-3 Residential District to R-2 Residential District:

LOT 12 * CALLAN PLAT SPLIT ON 03/31/2004 FROM 41-17-11-127-046;

(is) To rezone the following described property at 2138 MARTINDALE AVE SW (parcel number 41-17-11-127-049) from R-3 Residential District to R-2 Residential District:

LOT 13 * CALLAN PLAT SPLIT 03/31/2004 FROM 41-17-11-127-046;

(it) To rezone the following described property at 2059 ARNOLD AVE SW (parcel number 41-17-11-228-030) from R-3 Residential District to R-2 Residential District:

THAT PART OF VAC PORTION OF CUTLER ST COM AT NE COR OF LOT

1 OF DIETZ ADD TH E ALONG SD N LINE OF SD ST 110.0 FT TH S 33.0 FT TO S LINE OF SD ST TH W ALONG SD S LINE 110.0 FT TO E LINE OF DIETZ ADD TH N ALONG SD E LINE TO BEG * SEC 11 T6N R12W 0.08 A. ALS

(iu) To rezone the following described property at 831 CUTLER ST SW (parcel number 41-17-11-229-022) from R-3 Residential District to R-2 Residential District:

LOT 19 ALSO S 50 FT OF LOT 18. DE VRIES 2ND ADDITION

(iv) To rezone the following described property at 2038 FLOSSIE AVE SW (parcel number 41-17-11-229-024) from R-3 Residential District to R-2 Residential District:

LOT 10. DE VRIES' 2ND ADDITION

(iw) To rezone the following described property at 2044 FLOSSIE AVE SW (parcel number 41-17-11-229-025) from R-3 Residential District to R-2 Residential District:

LOT 11 * DEVRIES' 2ND ADD

(ix) To rezone the following described property at 2048 FLOSSIE AVE SW (parcel number 41-17-11-229-026) from R-3 Residential District to R-2 Residential District:

LOT 12. DE VRIES' 2ND ADDITION

(iy) To rezone the following described property at 2052 FLOSSIE AVE SW (parcel number 41-17-11-229-027) from R-3 Residential District to R-2 Residential District:

LOT 13. DE VRIES' 2ND ADDITION

(iz) To rezone the following described property at 2062 FLOSSIE AVE SW (parcel number 41-17-11-229-030) from R-3 Residential District to R-2 Residential District:

LOT 16. DE VRIES' 2ND ADDITION

(ja) To rezone the following described property at 2039 CLYDE PARK AVE SW (parcel number 41-17-11-229-032) from R-3 Residential District to R-2 Residential District:

LOT 2. DE VRIES' 2ND ADDITION

(jb) To rezone the following described property at 2061 CLYDE PARK AVE SW (parcel number 41-17-11-229-037) from R-3 Residential District to R-2 Residential District:

LOTS 7 & 8. DE VRIES' 2ND ADDITION

(jc) To rezone the following described property at 2060 FLOSSIE AVE SW (parcel number 41-17-11-229-040) from R-3 Residential District to R-2 Residential District:

LOTS 14 & 15 * DE VRIES 2ND ADDITION

(jd) To rezone the following described property at 2031 CLYDE PARK AVE SW (parcel number 41-17-11-229-043) from R-3 Residential District to R-2 Residential District:

LOTS 1 & 9 * DE VRIES' 2ND ADDITION

(je) To rezone the following described property at 2051 CLYDE PARK AVE SW (parcel number 41-17-11-229-044) from R-3 Residential District to R-2 Residential District:

LOTS 5 & 6 * DEVRIES' 2ND ADD.

(jf) To rezone the following described property at 2041 FLOSSIE AVE SW (parcel number 41-17-11-229-046) from R-3 Residential District to R-2 Residential District:

W 97 FT OF S 50 FT OF N 340 FT OF E 1/2 NE 1/4 NE 1/4 NE 1/4 * SEC 11 T6N R12W 0.12 A. ALSO N 26 FT OF LOT 17 * DEVRIES 2ND ADDITION SPLIT ON 09/28/2004 FROM 41-17-11-229-019, 41-17-11-229-021;

(jg) To rezone the following described property at 2045 FLOSSIE AVE SW (parcel number 41-17-11-229-047) from R-3 Residential District to R-2 Residential District:

LOT 17 EX N 26 FT ALSO LOT 18 EX S 50 FT * DEVRIES 2ND ADDITION SPLIT ON 09/28/2004 FROM 41-17-11-229-019, 41-17-11-229-021;

(jh) To rezone the following described property at 2043 CLYDE PARK AVE SW (parcel number 41-17-11-229-048) from R-3 Residential District to R-2 Residential District:

LOTS 3 & 4 * DEVRIES' 2ND ADD. SPLIT ON 02/14/2007 FROM 41-17-11-229-033, 41-17-11-229-034;

(ji) To rezone the following described property at 859 AND 861 BELFIELD ST SW (parcel number 41-17-11-230-008) from R-3 Residential District to R-2 Residential District:

LOT 4 EX E 8 FT. WHIRLAWAY PLAT

(jj) To rezone the following described property at 845 AND 847 BELFIELD ST SW (parcel number 41-17-11-230-009) from R-3 Residential District to R-2 Residential District:

LOT 3 EX E 26 FT ALSO E 8 FT OF LOT 4 WHIRLAWAY PLAT

(jk) To rezone the following described property at 831 AND 835 BELFIELD ST SW (parcel number 41-17-11-230-010) from R-3 Residential District to R-2 Residential District:

W 26 FT OF LOT 2 ALSO E 26 FT OF LOT 3 WHIRLAWAY PLAT

(jl) To rezone the following described property at 2109 CLYDE PARK AVE SW (parcel number 41-17-11-230-015) from R-3 Residential District to R-2 Residential District:

E 133 FT OF S 48 FT OF N 169 FT OF N 1/2 SE 1/4 NE 1/4 NE 1/4 * SEC 11 T6N R12W 0.15 A.

(jm) To rezone the following described property at 2115 CLYDE PARK AVE SW (parcel number 41-17-11-230-016) from R-3 Residential District to R-2 Residential District:

E 133 FT N 1/2 SE 1/4 NE 1/4 NE 1/4 EX S 120 FT & EX N 169 FT * SEC 11 T6N R12W 0.13 A.

(jn) To rezone the following described property at 2119 CLYDE PARK AVE SW (parcel number 41-17-11-230-017) from R-3 Residential District to R-2 Residential District:

E 133 FT OF N 40 FT OF S 120 FT OF N 1/2 SE 1/4 NE 1/4 NE 1/4 * SEC 11 T6N R12W 0.12 A.

(jo) To rezone the following described property at 2121 AND 2123 CLYDE PARK AVE SW (parcel number 41-17-11-230-018) from R-3 Residential District to R-2 Residential District:

S 80 FT. OF E 133 FT. OF N 1/2 SE 1/4 NE 1/4 NE 1/4 * SEC 11 T6N R12W 0.25 A.

(jp) To rezone the following described property at 875 AND 877 BELFIELD ST SW (parcel number 41-17-11-230-020) from R-3 Residential District to R-2 Residential District:

PART OF NE 1/4 COM ON N LINE OF BELFIELD ST 62.6 FT E FROM E LINE OF DIETZ ADD TH W ALONG N LINE OF SD ST 62.6 FT TH N ALONG E LINE OF SD ADD 140.0 FT TH E PAR WITH N LINE OF BELFIELD ST 63.74 FT TH S 140.0 FT TO BEG * SEC 11 T6N R12W 0.20 A.

(jq) To rezone the following described property at 871 BELFIELD ST SW (parcel number 41-17-11-230-021) from R-3 Residential District to R-2 Residential District:

E 65.0 FT OF FOL DESC - PART OF NE 1/4 COM ON N LINE OF BELFIELD ST 127.6 FT E FROM E LINE OF DIETZ ADD TH W 127.6 FT TH N ALONG E LINE OF SD ADD 140.0 FT TH E PAR WITH N LINE OF BELFIELD ST 128.74 FT TH S 140.0 FT TO BEG * SEC 11 T6N R12W 0.21 A.

(jr) To rezone the following described property at 823 AND 825 BELFIELD ST SW (parcel number 41-17-11-230-022) from R-3 Residential District to R-2 Residential District:

LOT 2 EX W 26 FT ALSO. WHIRLAWAY PLAT. PART OF LOT 1 COM AT NW COR OF LOT 1 TH SLY 150.0 FT TO SW COR OF LOT 1 TH E ALONG S LOT LINE 16.91 FT TH NLY TO N LOT LINE AT A PT 23.19 FT E FROM BEG TH W TO BEG

(js) To rezone the following described property at 809 AND 811 BELFIELD ST SW (parcel number 41-17-11-230-023) from R-3 Residential District to R-2 Residential District:

LOT 1 EX COM AT NW COR OF LOT 1 TH SLY 150.0 FT TO SW COR OF LOT 1 TH E ALONG S LOT LINE 16.91 FT TH NLY TO N LOT LINE AT A PT 23.19 FT E FROM BEG TH W TO BEG * WHIRLAWAY PLAT

(jt) To rezone the following described property at 854 CUTLER ST SW (parcel number 41-17-11-230-024) from R-3 Residential District to R-2 Residential District:

PART OF NE 1/4 COM ON N LINE OF BELFIELD ST /66 FT WIDE/ 127.6 FT E FROM E LINE OF DIETZ ADD TH W ALONG N LINE OF SD ST 127.6 FT TO E LINE OF SD ADD TH N ALONG E LINE OF SD ADD 299.1 FT TO S LINE OF CUTLER ST /33 FT WIDE/ TH E ALONG SD S LINE 110.03 FT TH

(ju) To rezone the following described property at 2105 CLYDE PARK AVE SW (parcel number 41-17-11-230-028) from R-3 Residential District to R-2 Residential District:

S 61 FT OF N 121 FT OF E 133 FT OF N 1/2 SE 1/4 NE 1/4 NE 1/4 * SEC 11 T6N R12W 0.19 A.

(jv) To rezone the following described property at 850 CUTLER ST SW (parcel number 41-17-11-230-029) from R-3 Residential District to R-2 Residential District:

W 1/2 EX S 111 FT OF FOL DESC- PART OF N 1/2 SE 1/4 NE 1/4 NE 1/4 COM 260.64 FT E FROM SW COR THEREOF TH W 130.32 FT TH N 298.65 FT TO A PT 130.26 FT E FROM E LINE OF DIETZ ADD TH E 130.26 FT TH S 298.60 FT TO BEG EX N 27 FT * SEC 11 T6N R12W 0.24 A.

(jw) To rezone the following described property at 844 CUTLER ST SW (parcel number 41-17-11-230-030) from R-3 Residential District to R-2 Residential District:

N 1/2 OF E 1/2 OF FOL DESC - PART N 1/2 SE 1/4 NE 1/4 NE 1/4 COM 260.64 FT E FROM SW COR THEREOF TH W 130.32 FT TH N 298.65 FT TO A PT 130.26 FT E FROM E LINE OF DIETZ ADD TH E 130.26 FT TH S 298.60 FT TO BEG EX N 27 FT * SEC 11 T6N R12W 0.20 A

(jx) To rezone the following described property at 867 BELFIELD ST SW (parcel number 41-17-11-230-031) from R-3 Residential District to R-2 Residential District:

S 111 FT OF W 1/2 OF FOL DESC - PART N 1/2 SE 1/4 NE 1/4 NE 1/4 COM 260.64 FT E FROM SW COR THEREOF TH W 130.32 FT TH N 298.65 FT TO A PT 130.26 FT E FROM E LINE OF DIETZ ADD TH E 130.26 FT TH S 298.60 FT TO BEG EX N 27 FT * SEC 11 T6N R12W 0.17 A.

(jy) To rezone the following described property at 863 BELFIELD ST SW (parcel number 41-17-11-230-032) from R-3 Residential District to R-2 Residential District:

S 1/2 OF E 1/2 OF FOL DESC - PART N 1/2 SE 1/4 NE 1/4 NE 1/4 COM 260.64 FT E FROM SW COR THEREOF TH W 130.32 FT TH N 298.65 FT TO A PT 130.26 FT E FROM E LINE OF DIETZ ADD TH E 130.26 FT TH S 298.60 FT TO BEG EX N 27 FT * SEC 11 T6N R12W 0.22 A.

(jz) To rezone the following described property at 836 AND 838 CUTLER ST SW (parcel number 41-17-11-230-034) from R-3 Residential District to R-2 Residential District:

PART NE 1/4 COM 260.52 FT E ALONG S LINE OF CUTLER ST /50 FT WIDE/ FROM E LINE OF DIETZ ADD TH E 52.0 FT TH S TO N LINE OF WHIRLAWAY PLAT TH W 52.0 FT TH N TO BEG * SEC 11 T6N R12W 0.19 A.

(ka) To rezone the following described property at 832 AND 834 CUTLER ST SW (parcel number 41-17-11-230-036) from R-3 Residential District to R-2 Residential District:

PART NE 1/4 COM 312.52 FT E ALONG S LINE OF CUTLER ST /50 FT WIDE/ FROM E LINE OF DIETZ ADD TH E 52.0 FT TH S TO N LINE OF WHIRLAWAY PLAT TH W 52.0 FT TH N TO BEG * SEC 11 T6N R12W 0.19 A.

(kb) To rezone the following described property at 824 AND 826 CUTLER ST SW (parcel number 41-17-11-230-038) from R-3 Residential District to R-2 Residential District:

PART NE 1/4 COM 364.52 FT E ALONG S LINE OF CUTLER ST /50 FT WIDE/ FROM E LINE OF DIETZ ADD TH E 50.5 FT TH S TO N LINE OF WHIRLAWAY PLAT TH W 50.5 FT TH N TO BEG * SEC 11 T6N R12W 0.19 A.

(kc) To rezone the following described property at 820 AND 822 CUTLER ST SW (parcel number 41-17-11-230-040) from R-3 Residential District to R-2 Residential District:

PART NE 1/4 COM 415.02 FT E ALONG S LINE OF CUTLER ST /50 FT WIDE/ FROM E LINE OF DIETZ ADD TH E 52.0 FT TH S TO N LINE OF WHIRLAWAY PLAT TH W 52.0 FT TH N TO BEG * SEC 11 T6N R12W 0.19 A.

(kd) To rezone the following described property at 816 AND 818 CUTLER ST SW (parcel number 41-17-11-230-042) from R-3 Residential District to R-2 Residential District:

PART NE 1/4 COM 467.02 FT E ALONG S LINE OF CUTLER ST /50 FT WIDE/ FROM E LINE OF DIETZ ADD TH E TO A PT 133 FT W FROM E SEC LINE TH S TO N LINE OF WHIRLAWAY PLAT TH W TO A PT 467.02 FT E FROM E LINE OF DIETZ ADD TH N TO BEG * SEC 11 T6N R12W 0.20 A.

(ke) To rezone the following described property at 2205 DENWOOD AVE SW (parcel number 41-17-11-253-015) from R-3 Residential District to R-2 Residential District:

LOT 30 * HUIZEN & HOOGTERP ADD ALSO N 40 FT OF W 130 FT OF NW

1/4 NE 1/4 SW 1/4 NE 1/4 * SEC 11 T6N R12W

(kf) To rezone the following described property at 2355 ANTWERP AVE SW (parcel number 41-17-11-253-020) from R-3 Residential District to R-2 Residential District:

S 3/4 W 1/2 E 1/2 SW 1/4 NE 1/4 EX COM AT SW COR THEREOF TH N 2D 28M 45S W 205.44 FT TH N 87D 32M E 150.0 FT TH S 2D 28M 45S E 211.49 FT TO S LINE OF NE 1/4 TH S 89D 50M 30S W ALONG SD S LINE 150.12 FT TO BEG * SEC 11 T6N R12W 6.78 A. (S/92 FROM 013)

(kg) To rezone the following described property at 2394 1/2 NEWSTEAD AVE SW (parcel number 41-17-11-253-023) from R-3 Residential District to R-2 Residential District:

PART OF NE 1/4 COM AT SW COR OF W 1/2 E 1/2 SW 1/4 NE 1/4 TH N 2D 28M 45S W ALONG W LINE OF W 1/2 E 1/2 SW 1/4 NE 1/4 71.44 FT TH N 87D 32M E 150.0 FT TH S 2D 28M 45S E 77.49 FT TO S LINE OF NE 1/4 TH S 89D 50M 30S W ALONG SD S LINE 150.12 FT TO BEG * SEC

(kh) To rezone the following described property at 2234 DENWOOD AVE SW (parcel number 41-17-11-253-024) from R-3 Residential District to R-2 Residential District:

NW 1/4 NE 1/4 SW 1/4 NE 1/4 EX N 40 FT OF W 130 FT & EX S 140 FT * SEC 11 T6N R12W 1.32 A.

(ki) To rezone the following described property at 2241 AND 2243 ANTWERP AVE SW (parcel number 41-17-11-253-025) from R-3 Residential District to R-2 Residential District:

S 140 FT OF NW 1/4 NE 1/4 SW 1/4 NE 1/4 * SEC 11 T6N R12W 1.06 A.

(kj) To rezone the following described property at 2980 BURLINGAME AVE SW (parcel number 41-17-14-101-045) from R-3 Residential District to R-2 Residential District:

LOT 7 BLK 3 ALSO N 6 FT OF LOT 8 BLK 3 * WHALEN HEIGHTS PLAT

(kk) To rezone the following described property at 2986 AND 2988 BURLINGAME AVE SW (parcel number 41-17-14-101-046) from R-3 Residential District to R-2 Residential District:

LOT 8 EX N 6 FT BLK 3 ALSO THAT PART OF VACATED PORTION OF 30TH ST ADJ LOT 8 BLK 3 ON THE S * WHALEN HEIGHTS PLAT

(kl) To rezone the following described property at 2950 BURLINGAME AVE SW (parcel number 41-17-14-101-048) from R-3 Residential District to R-2 Residential District:

LOT 5 BLK 3 EX COM 10 FT S ALG W LINE OF SD LOT FROM NW COR THEREOF TH N TO NW COR OF SD LOT TH E ALG N LOT LINE 10 FT TH

SWLY 13.92 FT TO BEG ALSO LOT 6 BLK 3 * WHALEN HEIGHTS PLAT * ALSO PART OF NW 1/4 COM AT NE COR OF LOT 5 BLK 3 OF WHALEN HEIGHTS PLAT

(km) To rezone the following described property at 3000 AND 3002 BURLINGAME AVE SW (parcel number 41-17-14-151-001) from R-3 Residential District to R-2 Residential District:

N 55.6 FT OF W 219 FT OF SW 1/4 NW 1/4 * SEC 14 T6N R12W 0.28 A.

(kn) To rezone the following described property at 3010 AND 3012 BURLINGAME AVE SW (parcel number 41-17-14-151-002) from R-3 Residential District to R-2 Residential District:

S 55.6 FT OF N 111.2 FT OF W 219 FT OF SW 1/4 NW 1/4 * SEC 14 T6N R12W 0.28 A.

(ko) To rezone the following described property at 3020 BURLINGAME AVE SW (parcel number 41-17-14-151-003) from R-3 Residential District to R-2 Residential District:

PART NW 1/4 COM 1447.10 FT S OF NW COR OF SEC TH E AT RT ANGLES 179 FT TH S 72 FT TH W 179 FT TH N 72 FT TO BEG * SEC 14 T6N R12W 0.39 A.

(kp) To rezone the following described property at 3022 BURLINGAME AVE SW (parcel number 41-17-14-151-004) from R-3 Residential District to R-2 Residential District:

S 72 FT OF N 183.2 FT OF E 40 FT OF W 219 FT OF SW 1/4 NW 1/4 * SEC 14 T6N R12W 0.06 A.

(kq) To rezone the following described property at 3024 AND 3026 BURLINGAME AVE SW (parcel number 41-17-14-151-005) from R-3 Residential District to R-2 Residential District:

S 73 FT OF N 256.2 FT OF W 219 FT OF SW 1/4 NW 1/4 * SEC 14 T6N R12W 0.36 A.

(kr) To rezone the following described property at 3032 AND 3034 BURLINGAME AVE SW (parcel number 41-17-14-151-006) from R-3 Residential District to R-2 Residential District:

S 73 FT OF N 329.2 FT OF W 219 FT OF SW 1/4 NW 1/4 * SEC 14 T6N R12W 0.36 A.

(ks) To rezone the following described property at 3052 BURLINGAME AVE SW (parcel number 41-17-14-151-010) from R-3 Residential District to R-2 Residential District:

W 173.25 FT. OF N 99 FT. OF S 198 FT. OF N 1/2 SW 1/4 NW 1/4 * SEC 14 T6N

R12W 0.39 A.

(kt) To rezone the following described property at 3038 BURLINGAME AVE SW (parcel number 41-17-14-151-020) from R-3 Residential District to R-2 Residential District:

S 75.5 FT OF N 404.7 FT OF E 179 FT OF W 219 FT SW 1/4 NW 1/4 * SEC 14 T6N R12W 0.31 A. SPLIT ON 09/04/2009 FROM 41-17-14-151-007;

(ku) To rezone the following described property at 3044 BURLINGAME AVE SW (parcel number 41-17-14-151-024) from R-3 Residential District to R-2 Residential District:

S 57.3 FT OF N 462 FT OF W 219 FT OF SW 1/4 NW 1/4 * SEC 14 T6N R12W 0.29 A. SPLIT/COMBINED ON 01/18/2022 FROM 41-17-14-151-021, 41-17-14-151-022;

(kv) To rezone the following described property at 1277 AND 1279 33RD ST SW (parcel number 41-17-14-327-013) from R-3 Residential District to R-2 Residential District:

LOT 68 ALSO LOT 67 EX E 47 FT. EARDLEY RANCHSITES #3

(kw) To rezone the following described property at 1265 AND 1267 33RD ST SW (parcel number 41-17-14-327-014) from R-3 Residential District to R-2 Residential District:

LOT 66 EX E 29 FT ALSO E 47 FT OF LOT 67. EARDLEY RANCHSITES #3

(kx) To rezone the following described property at 1253 AND 1255 33RD ST SW (parcel number 41-17-14-327-015) from R-3 Residential District to R-2 Residential District:

LOT 65 EX E 21 FT ALSO E 29 FT OF LOT 66. EARDLEY RANCHSITES #3

(ky) To rezone the following described property at 1247 33RD 1249 ST SW (parcel number 41-17-14-327-016) from R-3 Residential District to R-2 Residential District:

LOT 64 EX E 14 FT ALSO E 21 FT OF LOT 65. EARDLEY RANCHSITES #3

(kz) To rezone the following described property at 1235 AND 1237 33RD ST SW (parcel number 41-17-14-327-017) from R-3 Residential District to R-2 Residential District:

LOT 63 EX E 7 FT ALSO E 14 FT OF LOT 64. EARDLEY RANCHSITES #3

(la) To rezone the following described property at 1225 AND 1227 33RD ST SW (parcel number 41-17-14-327-018) from R-3 Residential District to R-2 Residential District:

LOT 62 ALSO E 7 FT OF LOT 63. EARDLEY RANCHSITES #3

(lb) To rezone the following described property at 1213 33RD ST SW (parcel number 41-17-14-327-019) from R-3 Residential District to R-2 Residential District:

LOT 61 EX N 3 FT. EARDLEY RANCHSITES #3

(lc) To rezone the following described property at 3261 MICHAEL AVE SW (parcel number 41-17-14-327-020) from R-3 Residential District to R-2 Residential District:

LOT 60 EX N 3 FT. EARDLEY RANCHSITES #3

(ld) To rezone the following described property at 2371 BARBERRY DR SW (parcel number 41-17-15-351-001) from R-3 Residential District to R-2 Residential District:

LOT 1. GRAND VALLEY SUBDIVISION

(le) To rezone the following described property at 2357 AND 2359 BARBERRY DR SW (parcel number 41-17-15-351-002) from R-3 Residential District to R-2 Residential District:

LOT 2. GRAND VALLEY SUBDIVISION

(lf) To rezone the following described property at 2345 AND 2347 BARBERRY DR SW (parcel number 41-17-15-351-003) from R-3 Residential District to R-2 Residential District:

LOT 3. GRAND VALLEY SUBDIVISION

(lg) To rezone the following described property at 2333 AND 2335 BARBERRY DR SW (parcel number 41-17-15-351-004) from R-3 Residential District to R-2 Residential District:

LOT 4 * GRAND VALLEY SUBDIVISION

(lh) To rezone the following described property at 2323 AND 2325 BARBERRY DR SW (parcel number 41-17-15-351-005) from R-3 Residential District to R-2 Residential District:

LOT 5. GRAND VALLEY SUBDIVISION

(li) To rezone the following described property at 2311 AND 2313 BARBERRY DR SW (parcel number 41-17-15-351-006) from R-3 Residential District to R-2 Residential District:

LOT 6. GRAND VALLEY SUBDIVISION

(lj) To rezone the following described property at 2358 AND 2360 BARBERRY DR SW (parcel number 41-17-15-352-002) from R-3 Residential District to R-2 Residential District:

LOT 14. GRAND VALLEY SUBDIVISION

(lk) To rezone the following described property at 2346 AND 2348 BARBERRY DR SW (parcel number 41-17-15-352-003) from R-3 Residential District to R-2 Residential District:

LOT 13. GRAND VALLEY SUBDIVISION

(ll) To rezone the following described property at 2334 AND 2336 BARBERRY DR SW (parcel number 41-17-15-352-004) from R-3 Residential District to R-2 Residential District:

LOT 12. GRAND VALLEY SUBDIVISION

(lm) To rezone the following described property at 2320 AND 2322 BARBERRY DR SW (parcel number 41-17-15-352-005) from R-3 Residential District to R-2 Residential District:

LOT 11. GRAND VALLEY SUBDIVISION

(ln) To rezone the following described property at 2310 AND 2312 BARBERRY DR SW (parcel number 41-17-15-352-006) from R-3 Residential District to R-2 Residential District:

LOT 10. GRAND VALLEY SUBDIVISION

(lo) To rezone the following described property at 2300 AND 2302 BARBERRY DR SW (parcel number 41-17-15-352-007) from R-3 Residential District to R-2 Residential District:

LOT 9. GRAND VALLEY SUBDIVISION

(lp) To rezone the following described property at 3428 AND 3430 BRAMBLE AVE SW (parcel number 41-17-15-352-008) from R-3 Residential District to R-2 Residential District:

LOT 8. GRAND VALLEY SUBDIVISION

(lq) To rezone the following described property at 3414 AND 3418 BRAMBLE AVE SW (parcel number 41-17-15-352-009) from R-3 Residential District to R-2 Residential District:

LOT 7. GRAND VALLEY SUBDIVISION

(lr) To rezone the following described property at 3430 BYRON CENTER AVE SW (parcel number 41-17-15-352-021) from R-3 Residential District to R-2 Residential District:

LOT 15 EX E 68 FT * GRAND VALLEY SUBDIVISION

(ls) To rezone the following described property at 2376 BARBERRY DR SW (parcel number 41-17-15-352-022) from R-3 Residential District to R-2 Residential District:

E 68 FT OF LOT 15 * GRAND VALLEY SUBDIVISION

(lt) To rezone the following described property at 3463 AND 3465 WEDGEWOOD DR SW (parcel number 41-17-16-475-008) from R-3 Residential District to R-2 Residential District:

LOT 8. WEDGEWOOD HOMESITES

(lu) To rezone the following described property at 3472 AND 3474 WEDGEWOOD DR SW (parcel number 41-17-16-475-010) from R-3 Residential District to R-2 Residential District:

LOT 10. WEDGEWOOD HOMESITES

(lv) To rezone the following described property at 3562 AND 3564 WEDGEWOOD DR SW (parcel number 41-17-16-475-020) from R-3 Residential District to R-2 Residential District:

LOT 20 ALSO S 37 FT OF LOT 19. WEDGEWOOD HOMESITES

(lw) To rezone the following described property at 3482 AND 3484 WEDGEWOOD DR SW (parcel number 41-17-16-475-021) from R-3 Residential District to R-2 Residential District:

LOT 11 ALSO N 13.2 FT OF LOT 12. WEDGEWOOD HOMESITES

(lx) To rezone the following described property at 3502 AND 3504 WEDGEWOOD DR SW (parcel number 41-17-16-475-022) from R-3 Residential District to R-2 Residential District:

LOT 12 EX N 13.2 FT ALSO LOT 13 EX S 39.6 FT. WEDGEWOOD HOMESITES

(ly) To rezone the following described property at 3512 AND 3514 WEDGEWOOD DR SW (parcel number 41-17-16-475-023) from R-3 Residential District to R-2 Residential District:

S 39.6 FT OF LOT 13 ALSO LOT 14 EX S 26.4 FT. WEDGEWOOD HOMESITES

(lz) To rezone the following described property at 3522 AND 3524 WEDGEWOOD DR SW (parcel number 41-17-16-475-024) from R-3 Residential District to R-2 Residential District:

S 26.4 FT OF LOT 14 ALSO LOT 15 EX S 13.2 FT. WEDGEWOOD HOMESITES

(ma) To rezone the following described property at 3532 AND 3534 WEDGEWOOD DR SW (parcel number 41-17-16-475-025) from R-3 Residential District to R-2 Residential District:

S 13.2 FT OF LOT 15 ALSO LOT 16. WEDGEWOOD HOMESITES

(mb) To rezone the following described property at 3542 AND 3544 WEDGEWOOD DR SW (parcel number 41-17-16-475-026) from R-3 Residential District to R-2 Residential District:

LOT 17 ALSO N 15 FT OF LOT 18. WEDGEWOOD HOMESITES

(mc) To rezone the following described property at 3552 AND 3554 WEDGEWOOD DR SW (parcel number 41-17-16-475-027) from R-3 Residential District to R-2 Residential District:

LOT 18 EX N 15 FT ALSO LOT 19 EX S 37 FT. WEDGEWOOD HOMESITES

(md) To rezone the following described property at 3513 AND 3515 WEDGEWOOD DR SW (parcel number 41-17-16-475-028) from R-3 Residential District to R-2 Residential District:

LOT 7 EX S 4.36 FT. WEDGEWOOD HOMESITES

(me) To rezone the following described property at 3523 AND 3525 WEDGEWOOD DR SW (parcel number 41-17-16-475-029) from R-3 Residential District to R-2 Residential District:

S 4.36 FT OF LOT 7 ALSO LOT 6 EX S 8.09 FT. WEDGEWOOD HOMESITES

(mf) To rezone the following described property at 3533 AND 3535 WEDGEWOOD DR SW (parcel number 41-17-16-475-030) from R-3 Residential District to R-2 Residential District:

LOTS 5 & S 8.09 FT OF LOT 6. WEDGEWOOD HOMESITES

(mg) To rezone the following described property at 3543 WEDGEWOOD DR SW (parcel number 41-17-16-475-031) from R-3 Residential District to R-2 Residential District:

LOT 4 ALSO PART OF LOT 3 COM AT NE COR OF LOT 3 TH N 87D 33M W 116.85 FT TO NW COR OF SD LOT TH S 9D 48M 21.28 FT ALONG W LINE SD LOT TH N 89D 54M E 119.57 FT TO W LINE OF WEDGE- WOOD DR /60 FT WIDE/ TH NLY 15.82 FT ALONG SD W LINE TO BEG. WEDGEWOOD HOMES

(mh) To rezone the following described property at 3553 AND 3555 WEDGEWOOD DR SW (parcel number 41-17-16-475-032) from R-3 Residential District to R-2 Residential District:

LOT 3 EX COM AT NE COR THEREOF TH N 87D 33M W 116.85 FT TO NW COR SD LOT TH S 9D 48M W 21.28 FT ALONG W LINE SD LOT TH N 89D 54M E 119.57 FT TO W LINE OF WEDGEWOOD DR /60 FT WIDE/ TH NLY 15.82 FT ALONG SD W LINE TO BEG ALSO PART LOT 2 COM AT NE COR SD LOT

(mi) To rezone the following described property at 3563 WEDGEWOOD DR SW (parcel number 41-17-16-475-033) from R-3 Residential District to R-2 Residential District:

LOT 1 ALSO LOT 2 EX COM AT NE COR SD LOT 2 TH N 85D 26M W 123.21 FT TO NW COR SD LOT TH S 9D 48M W 44.56 FT ALONG W LINE SD LOT TH N 89D 54M E 127.94 FT TO W LINE OF WEDGEWOOD DR /66 FT WIDE/ TH NLY 34.10 FT ALONG SD W LINE TO BEG. WEDGEWOOD HOMESITES

(mj) To rezone the following described property at 3437 AND 3439 WEDGEWOOD DR SW (parcel number 41-17-16-475-036) from R-3 Residential District to R-2 Residential District:

PART LOT 9 COM 274.0 FT S 0D 06M E ALONG E LINE OF SD LOT FROM NE COR THEREOF TH S 0D 06M E 98.0 FT TH N 74D 47M W 162.38 FT TH N 9D 48M E 132.42 FT ALONG W LINE OF SD LOT TH S 60D 43M 10S E 153.55 FT TO BEG. WEDGEWOOD HOMESITES

(mk) To rezone the following described property at 3443 AND 3445 WEDGEWOOD DR SW (parcel number 41-17-16-475-037) from R-3 Residential District to R-2 Residential District:

LOT 9 EX COM AT NE COR THEREOF TH S 0D 06M E 372.0 FT ALONG E LINE OF SD LOT TH N 74D 47M W 162.38 FT TH N 9D 48M E ALONG W LINE OF SD LOT TO NW COR THEREOF TH ELY TO BEG. WEDGE- WOOD HOMESITES

(ml) To rezone the following described property at 3431 AND 3433 GOODMAN AVE SW (parcel number 41-17-16-475-038) from R-3 Residential District to R-2 Residential District:

PART LOT 9 COM 85.0 FT S 0D 06M E ALONG E LINE OF SD LOT FROM NE COR THEREOF TH S 0D 06M E 189.0 FT TH N 60D 45M 10S W 153.55 FT TH N 9D 48M E 114.88 FT ALONG W LINE OF SD LOT TH N 89D 39M E 114.05 FT TO BEG. WEDGE- WOOD HOMESITES ALSO LOT 15 EX N 5 FT &

(mm) To rezone the following described property at 1621 AND 1623 43RD ST SW (parcel number 41-17-22-476-033) from R-3 Residential District to R-2 Residential District:

PART OF SE 1/4 COM AT INT OF E SEC LINE & N LINE OF 43RD ST /60 FT WIDE/ TH N ALONG E SEC LINE 250 FT TH W PERP TO E SEC LINE 48 FT TO ELY LINE OF RELOCATED BURLINGAME AVE TH SLY ALONG SD ELY LINE TO N LINE OF 43RD ST TH ELY ALONG SD N LINE TO BEG EX N 11

(mn) To rezone the following described property at 4280 BURLINGAME AVE SW (parcel number 41-17-23-354-043) from R-3 Residential District to R-2 Residential District:

N 110 FT OF FOL DESC - PART OF SE 1/4 OF SEC 22 COM AT INT OF E SEC LINE & N LINE OF 43RD ST /60 FT WIDE/ TH N ALONG E SEC LINE 250.0 FT TH W PERP TO E SEC LINE 48.0 FT TO ELY LINE OF RELOCATED BURLINGAME AVE TH SLY ALONG SD ELY LINE TO N LINE OF 43RD ST

(mo) To rezone the following described property at 45 AND 47 39TH ST SW (parcel number 41-17-24-279-042) from R-3 Residential District to R-2 Residential District:

S 112.0 FT OF N 638.4 FT OF W 107.50 FT OF E 437.0 FT OF SE 1/4 NE 1/4 * SEC 24 T6N R12W 0.28 A.

(mp) To rezone the following described property at 4520 BURLINGAME AVE SW (parcel number 41-17-26-101-002) from R-3 Residential District to R-2 Residential District:

PART NW 1/4 SEC 26 & PART NE 1/4 SEC 27 COM 1155 FT W & 918.95 FT S OF NE COR OF NW 1/4 NW 1/4 SEC 26 TH N 100 FT TH W 362.22 FT M/L TO CL OF BURLINGAME AVE TH SELY ALONG SD CL 108.6 FT M/L TO A PT W OF BEG TH E 323.26 FT M/L TO BEG * SEC'S 26 & 27 T6N R1

(mq) To rezone the following described property at 4546 BURLINGAME AVE SW (parcel number 41-17-26-101-003) from R-3 Residential District to R-2 Residential District:

PART NW 1/4 SEC 26 & PART NE 1/4 SEC 27 COM 1155 FT W & 1018.95 FT S TH NE COR OF NW 1/4 NW 1/4 SEC 26 TN N 100 FT TH S 323.26 FT M/L TO CL OF BURLINGAME AVE TH SELY ALONG SD CL 108.6 FT M/L TO A PT W OF BEG TH E 248.4 FT M/L TO BEG * SEC'S 26 & 27 T6N R1

(mr) To rezone the following described property at 4570 BURLINGAME AVE SW (parcel number 41-17-26-101-004) from R-3 Residential District to R-2 Residential District:

PT NW 1/4 SEC 26 & PT NE 1/4 SEC 27 COM 1155 FT W & 1018.95 FT S OF NE COR OF NW 1/4 NW 1/4 OF SEC 26 TH S 130 FT TH W 233.65 FT TO CL OF BURLINGAME AVE TH NWLY ON SD CL TO A PT W OF BEG TH E TO BEG * SEC'S 26 & 27 T6N R12W 0.75 A.

(ms) To rezone the following described property at 4586 BURLINGAME AVE SW (parcel number 41-17-26-101-037) from R-3 Residential District to R-2 Residential District:

PART NW 1/4 NW 10/ COM AT NW COR OF S 5 A. OF NW 1/4 NW 1/4 TH E ALONG N LINE OF S 5 A. OF NW 1/4 NW 1/4 305.82 FT TH SWLY 117.67 FT TO A PT 49 FT N & 277 FT E FROM SW COR OF NW 1/4 NW 1/4 TH W 277 FT TO A PT ON W SEC LINE WHICH IS 49 FT N FROM SW COR OF

(mt) To rezone the following described property at 4500 BURLINGAME AVE SW (parcel number 41-17-27-230-002) from R-3 Residential District to R-2 Residential District:

PT NW 1/4 SEC 26 & PT NE 1/4 SEC 27 COM 1155 FT W & 545.75 FT S OF NE COR NW 1/4 NW 1/4 SEC 26 TH W 468.65 FT TO CL BURLINGAME AVE TH SELY ALONG SD CL 658.5 FT TH E 233.65 FT TO A PT 1155 FT W OF E LINE NW 1/4 NW 1/4 SEC 26 TH N 603.2 FT TO BEG EX S 330 F

(mu) To rezone the following described property at 4840 BYRON CENTER AVE SW (parcel number 41-17-27-300-046) from R-3 Residential District to R-2 Residential District:

PART OF SW 1/4 COM 132.0 FT S 1D 19M 23S E ALONG W SEC LINE & 50.09 FT S 87D 58M 45S E ALONG S LINE OF GOLFPARK VIEW ESTATES FROM W 1/4 COR TH S 87D 58M 45S E ALONG SD S LINE 232.91 FT TH S 1D 19M 23S E 105.17 FT TH S 88D 40M 37 W 233.0 FT TO E LINE OF BY

(mv) To rezone the following described property at 4850 BYRON CENTER AVE SW (parcel number 41-17-27-300-047) from R-3 Residential District to R-2 Residential District:

PART OF SW 1/4 COM 132.0 FT S 1D 19M 23S E ALONG W SEC LINE & 50.09 FT S 87D 58M 45S E & 118.79 FT S 1D 19M 23S E ALONG E LINE OF BYRON CENTER FROM W 1/4 COR TH N 88D 40M 37S E 233.0 FT TH S 1D 19M 23S E 102.22 FT TH N 87D 58M 45S W 232.91 FT TO E LINE OF

(mw) To rezone the following described property at 2930 MADISON AVE SE (parcel number 41-18-18-201-022) from R-3 Residential District to R-2 Residential District:

W 180 FT OF S 100 FT OF N 1090 FT OF NE 1/4 * SEC 18 T6N R11W 0.41 A.

(mx) To rezone the following described property at 2950 MADISON AVE SE (parcel number 41-18-18-201-024) from R-3 Residential District to R-2 Residential District:

W 168 FT OF S 66 FT OF N 1188 FT OF NE 1/4 * SEC 18 T6N R11W 0.25 A.

(my) To rezone the following described property at 2956 MADISON AVE SE (parcel number 41-18-18-201-025) from R-3 Residential District to R-2 Residential District:

W 168 FT OF S 66 FT OF N 1254 FT OF NE 1/4 * SEC 18 T6N R11W 0.25 A.

(mz) To rezone the following described property at 2976 MADISON AVE SE (parcel number 41-18-18-201-026) from R-3 Residential District to R-2 Residential District:

W 168 FT OF S 66 FT OF N 1320 FT OF NE 1/4 * SEC 18 T6N R11W 0.25 A.

(na) To rezone the following described property at 2896 MADISON AVE SE (parcel number 41-18-18-201-043) from R-3 Residential District to R-2 Residential District:

S 100 FT OF N 800 FT OF W 180 FT OF NW 1/4 NE 1/4 * SEC 18 T6N R11W 0.41 A.

(nb) To rezone the following described property at 2900 MADISON AVE SE (parcel number 41-18-18-201-044) from R-3 Residential District to R-2 Residential District:

W 660 FT OF S 330 FT OF N 990 FT OF NE 1/4 EX S 100 FT OF N 140 FT OF W 180 FT * SEC 18 T6N R11W 4.59 A.

(nc) To rezone the following described property at 2960 MADISON AVE SE (parcel number 41-18-18-201-045) from R-3 Residential District to R-2 Residential District:

S 330 FT OF N 1320 FT OF W 660 FT OF NE 1/4 EX W 180 FT OF N 100 FT & EX S 198 FT OF W 168 FT * SEC 18 T6N R11W 3.82 A. * ALSO PART OF LOT 30 COM AT SW COR THEREOF TH S 87D 51M E ALONG S LINE OF SD LOT 12 FT TH N 02D 09M E 119.9 FT TO N LINE OF SD LOT TH

(nd) To rezone the following described property at 3001 UNION CT SE (parcel number 41-18-18-202-042) from R-3 Residential District to R-2 Residential District:

LOT 1 * CLAFOR PLAT

(ne) To rezone the following described property at 2989 UNION CT SE (parcel number 41-18-18-202-043) from R-3 Residential District to R-2 Residential District:

LOT 2 * CLAFOR PLAT

(nf) To rezone the following described property at 2977 UNION CT SE (parcel number 41-18-18-202-044) from R-3 Residential District to R-2 Residential District:

LOT 3 * CLAFOR PLAT

(ng) To rezone the following described property at 2965 UNION CT SE (parcel number 41-18-18-202-045) from R-3 Residential District to R-2 Residential District:

LOT 4 * CLAFOR PLAT

(nh) To rezone the following described property at 2953 UNION CT SE (parcel number 41-18-18-202-046) from R-3 Residential District to R-2 Residential District:

LOT 5 * CLAFOR PLAT

(ni) To rezone the following described property at 2937 UNION CT SE (parcel number 41-18-18-202-047) from R-3 Residential District to R-2 Residential District:

LOT 6 * CLAFOR PLAT

(nj) To rezone the following described property at 2921 UNION CT SE (parcel number 41-18-18-202-048) from R-3 Residential District to R-2 Residential District:

LOT 7 * CLAFOR PLAT

(nk) To rezone the following described property at 2911 UNION CT SE (parcel number 41-18-18-202-049) from R-3 Residential District to R-2 Residential District:

LOT 8 * CLAFOR PLAT

(nl) To rezone the following described property at 2897 UNION CT SE (parcel number 41-18-18-202-050) from R-3 Residential District to R-2 Residential District:

LOT 9 * CLAFOR PLAT

(nm) To rezone the following described property at 2889 UNION CT SE (parcel number 41-18-18-202-051) from R-3 Residential District to R-2 Residential District:

LOT 10 * CLAFOR PLAT

(nn) To rezone the following described property at 2881 UNION CT SE (parcel number 41-18-18-202-052) from R-3 Residential District to R-2 Residential District:

LOT 11 * CLAFOR PLAT

(no) To rezone the following described property at 2875 UNION CT SE (parcel number 41-18-18-202-053) from R-3 Residential District to R-2 Residential District:

LOT 12 * CLAFOR PLAT

(np) To rezone the following described property at 2870 UNION CT SE (parcel number 41-18-18-202-054) from R-3 Residential District to R-2 Residential District:

LOT 13 * CLAFOR PLAT

(nq) To rezone the following described property at 2882 UNION CT SE (parcel number 41-18-18-202-055) from R-3 Residential District to R-2 Residential District:

LOT 14 * CLAFOR PLAT

(nr) To rezone the following described property at 2894 UNION CT SE (parcel number 41-18-18-202-056) from R-3 Residential District to R-2 Residential District:

LOT 15 * CLAFOR PLAT

(ns) To rezone the following described property at 2908 UNION CT SE (parcel number 41-18-18-202-057) from R-3 Residential District to R-2 Residential District:

LOT 16 * CLAFOR PLAT

(nt) To rezone the following described property at 2920 UNION CT SE (parcel number 41-18-18-202-058) from R-3 Residential District to R-2 Residential District:

LOT 17 * CLAFOR PLAT

(nu) To rezone the following described property at 2926 UNION CT SE (parcel number 41-18-18-202-059) from R-3 Residential District to R-2 Residential District:

LOT 18 * CLAFOR PLAT

(nv) To rezone the following described property at 2930 UNION CT SE (parcel number 41-18-18-202-060) from R-3 Residential District to R-2 Residential District:

LOT 19 * CLAFOR PLAT

(nw) To rezone the following described property at 2942 UNION CT SE (parcel number 41-18-18-202-061) from R-3 Residential District to R-2 Residential District:

LOT 20 * CLAFOR PLAT

(nx) To rezone the following described property at 2954 UNION CT SE (parcel number 41-18-18-202-062) from R-3 Residential District to R-2 Residential District:

LOT 21 * CLAFOR PLAT

(ny) To rezone the following described property at 2964 UNION CT SE (parcel number 41-18-18-202-063) from R-3 Residential District to R-2 Residential District:

LOT 22 * CLAFOR PLAT

(nz) To rezone the following described property at 2976 UNION CT SE (parcel number 41-18-18-202-064) from R-3 Residential District to R-2 Residential District:

LOT 23 * CLAFOR PLAT

(oa) To rezone the following described property at 2988 UNION CT SE (parcel number 41-18-18-202-065) from R-3 Residential District to R-2 Residential District:

LOT 24 * CLAFOR PLAT

(ob) To rezone the following described property at 3000 UNION CT SE (parcel number 41-18-18-202-066) from R-3 Residential District to R-2 Residential District:

LOT 25 * CLAFOR PLAT

(oc) To rezone the following described property at 3140 UNION AVE SE (parcel number 41-18-18-276-023) from R-3 Residential District to R-2 Residential District:

PART SE 1/4 NE 1/4 COM AT E 1/4 COR TH N 88D 19M W ALONG E&W 1/4 LINE 665.5 FT TH N 1D 00M W 99.6 FT TH N 10D 20M W 271.6 FT TH N 31D 10M W 41.0 FT TO BEG OF THIS DESC - TH N 29D 13M W 298.88 FT TO N LINE OF S 1/2 SE 1/4 NE 1/4 TH N 88D 23M W ALONG SD N L

(od) To rezone the following described property at 3026 UNION AVE SE (parcel number 41-18-18-276-036) from R-3 Residential District to R-2 Residential District:

PART NE 1/4 COM AT E 1/4 COR TH W ALONG E&W 1/4 LINE 1322.79 FT TO E 1/8 LINE TH N ALONG E 1/8 LINE 1005.05 FT TO BEG OF THIS DESC - TH N 00D 09M 03S E ALONG E 1/8 LINE 105.0 FT TH S 87D 33M 31S E 186.0 FT TH S 00D 09M 03S W 105.0 FT TH N 87D 33M 31S W 18

(oe) To rezone the following described property at 3040 UNION AVE SE (parcel number 41-18-18-276-037) from R-3 Residential District to R-2 Residential District:

PART NE 1/4 COM AT E 1/4 COR TH W ALONG E&W 1/4 LINE 1322.79 FT TO E 1/8 LINE TH N ALONG E 1/8 LINE 1005.05 FT TO BEG OF THIS DESC - TH S ALONG E 1/8 LINE 369.05 FT TO S LINE OF N 20 FT OF S 1/2 SE 1/4 NE 1/4 TH E ALONG SD S LINE TO A LINE BEARING N 29D 1

(of) To rezone the following described property at 28 32ND ST SE (parcel number 41-18-18-301-005) from R-3 Residential District to R-2 Residential District:

LOTS 17 & 18. CLEMENTS BOULEVARD ADDITION

(og) To rezone the following described property at 32 32ND ST SE (parcel number 41-18-18-301-006) from R-3 Residential District to R-2 Residential District:

LOT 16. CLEMENTS BOULEVARD ADDITION

(oh) To rezone the following described property at 36 32ND ST SE (parcel number 41-18-18-301-007) from R-3 Residential District to R-2 Residential District:

LOT 15. CLEMENTS BOULEVARD ADDITION

(oi) To rezone the following described property at 42 32ND ST SE (parcel number 41-18-18-301-008) from R-3 Residential District to R-2 Residential District:

LOT 14 * CLEMENTS BOULEVARD ADD.

(oj) To rezone the following described property at 46 32ND ST SE (parcel number 41-18-18-301-009) from R-3 Residential District to R-2 Residential District:

LOT 13. CLEMENTS BOULEVARD ADDITION

(ok) To rezone the following described property at 102 32ND ST SE (parcel number 41-18-18-301-010) from R-3 Residential District to R-2 Residential District:

LOT 12. CLEMENTS BOULEVARD ADDITION

(ol) To rezone the following described property at 110 32ND ST SE (parcel number 41-18-18-301-011) from R-3 Residential District to R-2 Residential District:

LOT 11. CLEMENTS BOULEVARD ADDITION

(om) To rezone the following described property at 116 32ND ST SE (parcel number 41-18-18-301-012) from R-3 Residential District to R-2 Residential District:

LOT 10. CLEMENTS BOULEVARD ADDITION

(on) To rezone the following described property at 124 32ND ST SE (parcel number 41-18-18-301-013) from R-3 Residential District to R-2 Residential District:

LOT 9. CLEMENTS BOULEVARD ADDITION

(oo) To rezone the following described property at 126 32ND ST SE (parcel number 41-18-18-301-014) from R-3 Residential District to R-2 Residential District:

LOT 8. CLEMENTS BOULEVARD ADDITION

(op) To rezone the following described property at 130 32ND ST SE (parcel number 41-18-18-301-015) from R-3 Residential District to R-2 Residential District:

LOT 7. CLEMENTS BOULEVARD ADDITION

(oq) To rezone the following described property at 136 32ND ST SE (parcel number 41-18-18-301-016) from R-3 Residential District to R-2 Residential District:

LOT 6. CLEMENTS BOULEVARD ADDITION

(or) To rezone the following described property at 140 32ND ST SE (parcel number 41-18-18-301-017) from R-3 Residential District to R-2 Residential District:

LOT 5. CLEMENTS BOULEVARD ADDITION

(os) To rezone the following described property at 146 32ND ST SE (parcel number 41-18-18-301-018) from R-3 Residential District to R-2 Residential District:

LOT 4. CLEMENTS BOULEVARD ADDITION

(ot) To rezone the following described property at 23 EXCHANGE ST SE (parcel number 41-18-18-301-020) from R-3 Residential District to R-2 Residential District:

LOT 26. CLEMENTS BOULEVARD ADDITION

(ou) To rezone the following described property at 27 EXCHANGE ST SE (parcel number 41-18-18-301-021) from R-3 Residential District to R-2 Residential District:

LOT 27. CLEMENTS BOULEVARD ADDITION

(ov) To rezone the following described property at 31 EXCHANGE ST SE (parcel number 41-18-18-301-022) from R-3 Residential District to R-2 Residential District:

LOT 28. CLEMENTS BOULEVARD ADDITION

(ow) To rezone the following described property at 37 EXCHANGE ST SE (parcel number 41-18-18-301-023) from R-3 Residential District to R-2 Residential District:

LOT 29. CLEMENTS BOULEVARD ADDITION

(ox) To rezone the following described property at 41 EXCHANGE ST SE (parcel number 41-18-18-301-024) from R-3 Residential District to R-2 Residential District:

LOT 30. CLEMENTS BOULEVARD ADDITION

(oy) To rezone the following described property at 47 EXCHANGE ST SE (parcel number 41-18-18-301-025) from R-3 Residential District to R-2 Residential District:

LOT 31. CLEMENTS BOULEVARD ADDITION

(oz) To rezone the following described property at 105 EXCHANGE ST SE (parcel number 41-18-18-301-026) from R-3 Residential District to R-2 Residential District:

LOT 32. CLEMENTS BOULEVARD ADDITION

(pa) To rezone the following described property at 109 EXCHANGE ST SE (parcel number 41-18-18-301-027) from R-3 Residential District to R-2 Residential District:

LOT 33 & W 1/2 OF LOT 34. CLEMENTS BOULEVARD ADDITION

(pb) To rezone the following described property at 119 EXCHANGE ST SE (parcel number 41-18-18-301-028) from R-3 Residential District to R-2 Residential District:

LOT 35 & E 1/2 OF LOT 34. CLEMENTS BOULEVARD ADDITION

(pc) To rezone the following described property at 125 EXCHANGE ST SE (parcel number 41-18-18-301-029) from R-3 Residential District to R-2 Residential District:

LOT 36. CLEMENTS BOULEVARD ADDITION

(pd) To rezone the following described property at 131 EXCHANGE ST SE (parcel number 41-18-18-301-030) from R-3 Residential District to R-2 Residential District:

LOT 37 * CLEMENTS BOULEVARD ADD.

(pe) To rezone the following described property at 137 EXCHANGE ST SE (parcel number 41-18-18-301-031) from R-3 Residential District to R-2 Residential District:

LOT 38. CLEMENTS BOULEVARD ADDITION

(pf) To rezone the following described property at 141 EXCHANGE ST SE (parcel number 41-18-18-301-032) from R-3 Residential District to R-2 Residential District:

LOT 39. CLEMENTS BOULEVARD ADDITION

(pg) To rezone the following described property at 3205 JEFFERSON AVE SE (parcel number 41-18-18-301-033) from R-3 Residential District to R-2 Residential District:

LOTS 1 & 2. CLEMENTS BOULEVARD ADDITION

(ph) To rezone the following described property at 3215 JEFFERSON AVE SE (parcel number 41-18-18-301-034) from R-3 Residential District to R-2 Residential District:

LOT 3 & N 10 FT OF LOT 41. CLEMENTS BOULEVARD ADDITION

(pi) To rezone the following described property at 143 EXCHANGE ST SE (parcel number 41-18-18-301-035) from R-3 Residential District to R-2 Residential District:

LOTS 40 41 & 42 EX N 10 FT OF LOT 41. CLEMENTS BOULEVARD ADDITION

(pj) To rezone the following described property at 26 EXCHANGE ST SE (parcel number 41-18-18-302-002) from R-3 Residential District to R-2 Residential District:

LOT 60. CLEMENTS BOULEVARD ADDITION

(pk) To rezone the following described property at 28 EXCHANGE ST SE (parcel number 41-18-18-302-003) from R-3 Residential District to R-2 Residential District:

LOT 59. CLEMENTS BOULEVARD ADDITION

(pl) To rezone the following described property at 32 EXCHANGE ST SE (parcel number 41-18-18-302-004) from R-3 Residential District to R-2 Residential District:

LOT 58. CLEMENTS BOULEVARD ADDITION

(pm) To rezone the following described property at 38 EXCHANGE ST SE (parcel number 41-18-18-302-005) from R-3 Residential District to R-2 Residential District:

LOT 57. CLEMENTS BOULEVARD ADDITION

(pn) To rezone the following described property at 42 EXCHANGE ST SE (parcel number 41-18-18-302-006) from R-3 Residential District to R-2 Residential District:

LOT 56. CLEMENTS BOULEVARD ADDITION

(po) To rezone the following described property at 44 EXCHANGE ST SE (parcel number 41-18-18-302-007) from R-3 Residential District to R-2 Residential District:

LOT 55. CLEMENTS BOULEVARD ADDITION

(pp) To rezone the following described property at 106 EXCHANGE ST SE (parcel number 41-18-18-302-008) from R-3 Residential District to R-2 Residential District:

LOT 54. CLEMENTS BOULEVARD ADDITION

(pq) To rezone the following described property at 110 EXCHANGE ST SE (parcel number 41-18-18-302-009) from R-3 Residential District to R-2 Residential District:

LOT 53. CLEMENTS BOULEVARD ADDITION

(pr) To rezone the following described property at 116 EXCHANGE ST SE (parcel number 41-18-18-302-010) from R-3 Residential District to R-2 Residential District:

LOT 52. CLEMENTS BOULEVARD ADDITION

(ps) To rezone the following described property at 120 EXCHANGE ST SE (parcel number 41-18-18-302-011) from R-3 Residential District to R-2 Residential District:

LOT 51 EX E 10 FT. CLEMENTS BOULEVARD ADDN

(pt) To rezone the following described property at 126 EXCHANGE ST SE (parcel number 41-18-18-302-012) from R-3 Residential District to R-2 Residential District:

LOT 50 & E 10 FT OF LOT 51. CLEMENTS BOULEVARD ADDITION

(pu) To rezone the following described property at 132 EXCHANGE ST SE (parcel number 41-18-18-302-013) from R-3 Residential District to R-2 Residential District:

LOT 49 * CLEMENTS BOULEVARD ADD.

(pv) To rezone the following described property at 136 EXCHANGE ST SE (parcel number 41-18-18-302-014) from R-3 Residential District to R-2 Residential District:

LOT 48 ALSO W 10 FT OF LOT 47. CLEMENTS BOULEVARD ADDITION

(pw) To rezone the following described property at 146 EXCHANGE ST SE (parcel number 41-18-18-302-015) from R-3 Residential District to R-2 Residential District:

LOT 46 ALSO LOT 47 EX W 10 FT. CLEMENTS BOULEVARD ADDITION

(px) To rezone the following described property at 21 FRONTENAC ST SE (parcel number 41-18-18-302-016) from R-3 Residential District to R-2 Residential District:

LOT 68. CLEMENTS BOULEVARD ADDITION

(py) To rezone the following described property at 25 FRONTENAC ST SE (parcel number 41-18-18-302-017) from R-3 Residential District to R-2 Residential District:

LOT 69. CLEMENTS BOULEVARD ADDITION

(pz) To rezone the following described property at 29 FRONTENAC ST SE (parcel number 41-18-18-302-018) from R-3 Residential District to R-2 Residential District:

LOT 70. CLEMENTS BOULEVARD ADDITION

(qa) To rezone the following described property at 35 FRONTENAC ST SE (parcel number 41-18-18-302-019) from R-3 Residential District to R-2 Residential District:

LOT 71. CLEMENTS BOULEVARD ADDITION

(qb) To rezone the following described property at 41 FRONTENAC ST SE (parcel number 41-18-18-302-020) from R-3 Residential District to R-2 Residential District:

LOT 72. CLEMENTS BOULEVARD ADDITION

(qc) To rezone the following described property at 47 FRONTENAC ST SE (parcel number 41-18-18-302-021) from R-3 Residential District to R-2 Residential District:

LOT 73. CLEMENTS BOULEVARD ADDITION

(qd) To rezone the following described property at 109 FRONTENAC ST SE (parcel number 41-18-18-302-022) from R-3 Residential District to R-2 Residential District:

LOTS 74 & 75. CLEMENTS BOULEVARD ADDITION

(qe) To rezone the following described property at 115 FRONTENAC ST SE (parcel number 41-18-18-302-023) from R-3 Residential District to R-2 Residential District:

LOT 76. CLEMENTS BOULEVARD ADDITION

(qf) To rezone the following described property at 121 FRONTENAC ST SE (parcel number 41-18-18-302-024) from R-3 Residential District to R-2 Residential District:

LOT 77. CLEMENTS BOULEVARD ADDITION

(qg) To rezone the following described property at 127 FRONTENAC ST SE (parcel number 41-18-18-302-025) from R-3 Residential District to R-2 Residential District:

LOT 78. CLEMENTS BOULEVARD ADDITION

(qh) To rezone the following described property at 131 FRONTENAC ST SE (parcel number 41-18-18-302-026) from R-3 Residential District to R-2 Residential District:

LOT 79. CLEMENTS BOULEVARD ADDITION

(qi) To rezone the following described property at 135 FRONTENAC ST SE (parcel number 41-18-18-302-027) from R-3 Residential District to R-2 Residential District:

LOT 80. CLEMENTS BOULEVARD ADDITION

(qj) To rezone the following described property at 3231 JEFFERSON AVE SE (parcel number 41-18-18-302-030) from R-3 Residential District to R-2 Residential District:

LOT 43 & N 1/2 OF LOT 44. CLEMENTS BOULEVARD ADDITION

(qk) To rezone the following described property at 3241 JEFFERSON AVE SE (parcel number 41-18-18-302-031) from R-3 Residential District to R-2 Residential District:

LOT 45 & S 1/2 OF LOT 44. CLEMENTS BOULEVARD ADDITION

(ql) To rezone the following described property at 3243 JEFFERSON AVE SE (parcel number 41-18-18-302-032) from R-3 Residential District to R-2 Residential District:

LOT 83. CLEMENTS BOULEVARD ADDITION

(qm) To rezone the following described property at 3251 JEFFERSON AVE SE (parcel number 41-18-18-302-033) from R-3 Residential District to R-2 Residential District:

LOT 84. CLEMENTS BOULEVARD ADDITION

(qn) To rezone the following described property at 145 AND 147 FRONTENAC ST SE (parcel number 41-18-18-302-034) from R-3 Residential District to R-2 Residential District:

LOTS 81 & 82. CLEMENTS BOULEVARD ADDITION

(qo) To rezone the following described property at 22 FRONTENAC ST SE (parcel number 41-18-18-303-005) from R-3 Residential District to R-2 Residential District:

LOT 102. CLEMENTS BOULEVARD ADDITION

(qp) To rezone the following described property at 44 FRONTENAC ST SE (parcel number 41-18-18-303-010) from R-3 Residential District to R-2 Residential District:

LOT 96 & W 1/2 OF LOT 95. CLEMENTS BOULEVARD ADDITION

(qq) To rezone the following described property at 116 FRONTENAC ST SE (parcel number 41-18-18-303-011) from R-3 Residential District to R-2 Residential District:

LOT 94 & E 1/2 OF LOT 95. CLEMENTS BOULEVARD ADDITION

(qr) To rezone the following described property at 120 FRONTENAC ST SE (parcel number 41-18-18-303-012) from R-3 Residential District to R-2 Residential District:

LOT 93. CLEMENTS BOULEVARD ADDITION

(qs) To rezone the following described property at 126 FRONTENAC ST SE (parcel number 41-18-18-303-013) from R-3 Residential District to R-2 Residential District:

LOT 92. CLEMENTS BOULEVARD ADDITION

(qt) To rezone the following described property at 130 FRONTENAC ST SE (parcel number 41-18-18-303-014) from R-3 Residential District to R-2 Residential District:

LOT 91. CLEMENTS BOULEVARD ADDITION

(qu) To rezone the following described property at 136 FRONTENAC ST SE (parcel number 41-18-18-303-015) from R-3 Residential District to R-2 Residential District:

LOT 90. CLEMENTS BOULEVARD ADDITION

(qv) To rezone the following described property at 140 FRONTENAC ST SE (parcel number 41-18-18-303-016) from R-3 Residential District to R-2 Residential District:

LOT 89. CLEMENTS BOULEVARD ADDITION

(qw) To rezone the following described property at 146 FRONTENAC ST SE (parcel number 41-18-18-303-017) from R-3 Residential District to R-2 Residential District:

LOT 88. CLEMENTS BOULEVARD ADDITION

(qx) To rezone the following described property at 25 CLEMENTS ST SE (parcel number 41-18-18-303-019) from R-3 Residential District to R-2 Residential District:

LOT 110. CLEMENTS BOULEVARD ADDITION

(qy) To rezone the following described property at 29 CLEMENTS ST SE (parcel number 41-18-18-303-020) from R-3 Residential District to R-2 Residential District:

LOT 111. CLEMENTS BOULEVARD ADDITION

(qz) To rezone the following described property at 33 CLEMENTS ST SE (parcel number 41-18-18-303-021) from R-3 Residential District to R-2 Residential District:

LOT 112. CLEMENTS BOULEVARD ADDITION

(ra) To rezone the following described property at 37 CLEMENTS ST SE (parcel number 41-18-18-303-022) from R-3 Residential District to R-2 Residential District:

LOT 113. CLEMENTS BOULEVARD ADDITION

(rb) To rezone the following described property at 41 CLEMENTS ST SE (parcel number 41-18-18-303-023) from R-3 Residential District to R-2 Residential District:

LOT 114 & W 1/2 OF LOT 115. CLEMENTS BOULEVARD ADDITION

(rc) To rezone the following described property at 109 CLEMENTS ST SE (parcel number 41-18-18-303-024) from R-3 Residential District to R-2 Residential District:

LOT 116 & E 1/2 OF LOT 115. CLEMENTS BOULEVARD ADDITION

(rd) To rezone the following described property at 119 CLEMENTS ST SE (parcel number 41-18-18-303-025) from R-3 Residential District to R-2 Residential District:

LOTS 117 & 118. CLEMENTS BOULEVARD ADDITION

(re) To rezone the following described property at 125 CLEMENTS ST SE (parcel number 41-18-18-303-026) from R-3 Residential District to R-2 Residential District:

LOT 119. CLEMENTS BOULEVARD ADDITION

(rf) To rezone the following described property at 129 CLEMENTS ST SE (parcel number 41-18-18-303-027) from R-3 Residential District to R-2 Residential District:

LOT 120. CLEMENTS BOULEVARD ADDITION

(rg) To rezone the following described property at 135 CLEMENTS ST SE (parcel number 41-18-18-303-028) from R-3 Residential District to R-2 Residential District:

LOT 121. CLEMENTS BOULEVARD ADDITION

(rh) To rezone the following described property at 141 CLEMENTS ST SE (parcel number 41-18-18-303-029) from R-3 Residential District to R-2 Residential District:

LOT 122. CLEMENTS BOULEVARD ADDITION

(ri) To rezone the following described property at 145 CLEMENTS ST SE (parcel number 41-18-18-303-030) from R-3 Residential District to R-2 Residential District:

LOT 123. CLEMENTS BOULEVARD ADDITION

(rj) To rezone the following described property at 147 CLEMENTS ST SE (parcel number 41-18-18-303-031) from R-3 Residential District to R-2 Residential District:

LOT 124. CLEMENTS BOULEVARD ADDITION

(rk) To rezone the following described property at 150 FRONTENAC ST SE (parcel number 41-18-18-303-032) from R-3 Residential District to R-2 Residential District:

LOT 85. CLEMENTS BOULEVARD ADDITION

(rl) To rezone the following described property at 3305 JEFFERSON AVE SE (parcel number 41-18-18-303-033) from R-3 Residential District to R-2 Residential District:

LOT 86. CLEMENTS BOULEVARD ADDITION

(rm) To rezone the following described property at 3311 JEFFERSON AVE SE (parcel number 41-18-18-303-034) from R-3 Residential District to R-2 Residential District:

LOT 87. CLEMENTS BOULEVARD ADDITION

(rn) To rezone the following described property at 3321 JEFFERSON AVE SE (parcel number 41-18-18-303-037) from R-3 Residential District to R-2 Residential District:

LOTS 125 & 126. CLEMENTS BOULEVARD ADDITION

(ro) To rezone the following described property at 38 FRONTENAC ST SE (parcel number 41-18-18-303-041) from R-3 Residential District to R-2 Residential District:

LOT 99 * CLEMENTS BOULEVARD ADD

(rp) To rezone the following described property at 40 FRONTENAC ST SE (parcel number 41-18-18-303-042) from R-3 Residential District to R-2 Residential District:

LOTS 97 & 98 * CLEMENTS BOULEVARD ADD

(rq) To rezone the following described property at 24 FRONTENAC ST SE (parcel number 41-18-18-303-044) from R-3 Residential District to R-2 Residential District:

LOT 101 * CLEMENTS BOULEVARD ADD.

(rr) To rezone the following described property at 28 FRONTENAC ST SE (parcel number 41-18-18-303-045) from R-3 Residential District to R-2 Residential District:

LOT 100 * CLEMENTS BOULEVARD ADD.

(rs) To rezone the following described property at 30 CLEMENTS ST SE (parcel number 41-18-18-304-005) from R-3 Residential District to R-2 Residential District:

LOT 3. VAN HOUTEN'S SUPERVISOR PLAT

(rt) To rezone the following described property at 38 CLEMENTS ST SE (parcel number 41-18-18-304-006) from R-3 Residential District to R-2 Residential District:

LOT 4. VAN HOUTEN'S SUPERVISOR PLAT

(ru) To rezone the following described property at 50 CLEMENTS ST SE (parcel number 41-18-18-304-007) from R-3 Residential District to R-2 Residential District:

LOT 5. VAN HOUTEN'S SUPERVISOR PLAT

(rv) To rezone the following described property at 112 CLEMENTS ST SE (parcel number 41-18-18-304-008) from R-3 Residential District to R-2 Residential District:

LOT 6. VAN HOUTEN'S SUPERVISOR PLAT

(rw) To rezone the following described property at 124 CLEMENTS ST SE (parcel number 41-18-18-304-009) from R-3 Residential District to R-2 Residential District:

LOT 7. VAN HOUTEN'S SUPERVISOR PLAT

(rx) To rezone the following described property at 130 CLEMENTS ST SE (parcel number 41-18-18-304-010) from R-3 Residential District to R-2 Residential District:

LOT 8. VAN HOUTEN'S SUPERVISOR PLAT

(ry) To rezone the following described property at 136 CLEMENTS ST SE (parcel number 41-18-18-304-011) from R-3 Residential District to R-2 Residential District:

LOT 9. VAN HOUTEN'S SUPERVISOR PLAT

(rz) To rezone the following described property at 140 CLEMENTS ST SE (parcel number 41-18-18-304-012) from R-3 Residential District to R-2 Residential District:

LOT 10. VAN HOUEN'S SUPERVISOR PLAT

(sa) To rezone the following described property at 142 CLEMENTS ST SE (parcel number 41-18-18-304-013) from R-3 Residential District to R-2 Residential District:

LOT 11. VAN HOUTEN'S SUPERVISOR PLAT

(sb) To rezone the following described property at 144 CLEMENTS ST SE (parcel number 41-18-18-304-014) from R-3 Residential District to R-2 Residential District:

LOT 12. VAN HOUTEN'S SUPERVISOR PLAT

(sc) To rezone the following described property at 150 CLEMENTS ST SE (parcel number 41-18-18-304-015) from R-3 Residential District to R-2 Residential District:

LOT 13. VAN HOUTEN'S SUPERVISOR PLAT

(sd) To rezone the following described property at 21 34TH ST SE (parcel number 41-18-18-304-017) from R-3 Residential District to R-2 Residential District:

LOT 6. WALNUT ACRES

(se) To rezone the following described property at 25 34TH ST SE (parcel number 41-18-18-304-018) from R-3 Residential District to R-2 Residential District:

LOT 7. WALNUT ACRES

(sf) To rezone the following described property at 29 34TH ST SE (parcel number 41-18-18-304-019) from R-3 Residential District to R-2 Residential District:

LOT 8. WALNUT ACRES

(sg) To rezone the following described property at 35 34TH ST SE (parcel number 41-18-18-304-020) from R-3 Residential District to R-2 Residential District:

LOT 9. WALNUT ACRES

(sh) To rezone the following described property at 39 34TH ST SE (parcel number 41-18-18-304-021) from R-3 Residential District to R-2 Residential District:

LOT 10 & W 1/2 OF LOT 11. WALNUT ACRES

(si) To rezone the following described property at 47 34TH ST SE (parcel number 41-18-18-304-022) from R-3 Residential District to R-2 Residential District:

LOT 12 & E 1/2 OF LOT 11. WALNUT ACRES

(sj) To rezone the following described property at 115 34TH ST SE (parcel number 41-18-18-304-025) from R-3 Residential District to R-2 Residential District:

LOT 15. WALNUT ACRES

(sk) To rezone the following described property at 119 34TH ST SE (parcel number 41-18-18-304-026) from R-3 Residential District to R-2 Residential District:

LOT 16. WALNUT ACRES

(sl) To rezone the following described property at 121 34TH ST SE (parcel number 41-18-18-304-027) from R-3 Residential District to R-2 Residential District:

LOT 17. WALNUT ACRES

(sm) To rezone the following described property at 127 34TH ST SE (parcel number 41-18-18-304-028) from R-3 Residential District to R-2 Residential District:

LOT 18. WALNUT ACRES

(sn) To rezone the following described property at 131 34TH ST SE (parcel number 41-18-18-304-029) from R-3 Residential District to R-2 Residential District:

LOT 19. WALNUT ACRES

(so) To rezone the following described property at 137 34TH ST SE (parcel number 41-18-18-304-030) from R-3 Residential District to R-2 Residential District:

LOT 20. WALNUT ACRES

(sp) To rezone the following described property at 141 34TH ST SE (parcel number 41-18-18-304-031) from R-3 Residential District to R-2 Residential District:

LOT 21. WALNUT ACRES

(sq) To rezone the following described property at 147 34TH ST SE (parcel number 41-18-18-304-032) from R-3 Residential District to R-2 Residential District:

LOT 22. WALNUT ACRES

(sr) To rezone the following described property at 3347 JEFFERSON AVE SE (parcel number 41-18-18-304-034) from R-3 Residential District to R-2 Residential District:

LOT 23 * WALNUT ACRES

(ss) To rezone the following described property at 3353 JEFFERSON AVE SE (parcel number 41-18-18-304-035) from R-3 Residential District to R-2 Residential District:

LOT 24. WALNUT ACRES

(st) To rezone the following described property at 3375 JEFFERSON AVE SE (parcel number 41-18-18-304-036) from R-3 Residential District to R-2 Residential District:

LOT 25. WALNUT ACRES

(su) To rezone the following described property at 151 34TH ST SE (parcel number 41-18-18-304-037) from R-3 Residential District to R-2 Residential District:

LOT 26. WALNUT ACRES

(sv) To rezone the following described property at 156 AND 158 CLEMENTS ST SE (parcel number 41-18-18-304-039) from R-3 Residential District to R-2 Residential District:

LOT 14. VAN HOUTEN'S SUPERVISOR PLAT

(sw) To rezone the following described property at 3331 AND 3333 JEFFERSON AVE SE (parcel number 41-18-18-304-040) from R-3 Residential District to R-2 Residential District:

LOT 15. VAN HOUTEN'S SUPERVISOR PLAT

(sx) To rezone the following described property at 3341 AND 3343 JEFFERSON AVE SE (parcel number 41-18-18-304-041) from R-3 Residential District to R-2 Residential District:

LOT 16. VAN HOUTEN'S SUPERVISOR PLAT

(sy) To rezone the following described property at 101 34TH ST SE (parcel number 41-18-18-304-044) from R-3 Residential District to R-2 Residential District:

LOTS 13 & 14. WALNUT ACRES

(sz) To rezone the following described property at 26 34TH ST SE (parcel number 41-18-18-351-006) from R-3 Residential District to R-2 Residential District:

LOT 46. WALNUT ACRES

(ta) To rezone the following described property at 30 34TH ST SE (parcel number 41-18-18-351-007) from R-3 Residential District to R-2 Residential District:

LOT 45. WALNUT ACRES

(tb) To rezone the following described property at 36 34TH ST SE (parcel number 41-18-18-351-008) from R-3 Residential District to R-2 Residential District:

LOT 44. WALNUT ACRES

(tc) To rezone the following described property at 40 34TH ST SE (parcel number 41-18-18-351-009) from R-3 Residential District to R-2 Residential District:

LOT 43. WALNUT ACRES

(td) To rezone the following described property at 44 34TH ST SE (parcel number 41-18-18-351-010) from R-3 Residential District to R-2 Residential District:

LOT 42. WALNUT ACRES

(te) To rezone the following described property at 48 34TH ST SE (parcel number 41-18-18-351-011) from R-3 Residential District to R-2 Residential District:

LOT 41. WALNUT ACRES

(tf) To rezone the following described property at 100 34TH ST SE (parcel number 41-18-18-351-012) from R-3 Residential District to R-2 Residential District:

LOT 40. WALNUT ACRES

(tg) To rezone the following described property at 110 34TH ST SE (parcel number 41-18-18-351-013) from R-3 Residential District to R-2 Residential District:

LOT 39. WALNUT ACRES

(th) To rezone the following described property at 120 34TH ST SE (parcel number 41-18-18-351-014) from R-3 Residential District to R-2 Residential District:

LOT 38 * WALNUT ACRES

(ti) To rezone the following described property at 122 34TH ST SE (parcel number 41-18-18-351-015) from R-3 Residential District to R-2 Residential District:

LOT 37. WALNUT ACRES

(tj) To rezone the following described property at 124 34TH ST SE (parcel number 41-18-18-351-016) from R-3 Residential District to R-2 Residential District:

LOT 36. WALNUT ACRES

(tk) To rezone the following described property at 128 34TH ST SE (parcel number 41-18-18-351-017) from R-3 Residential District to R-2 Residential District:

LOT 35. WALNUT ACRES

(tl) To rezone the following described property at 132 34TH ST SE (parcel number 41-18-18-351-018) from R-3 Residential District to R-2 Residential District:

LOT 34. WALNUT ACRES

(tm) To rezone the following described property at 146 34TH ST SE (parcel number 41-18-18-351-021) from R-3 Residential District to R-2 Residential District:

LOT 31. WALNUT ACRES

(tn) To rezone the following described property at 152 34TH ST SE (parcel number 41-18-18-351-022) from R-3 Residential District to R-2 Residential District:

LOT 27 EX S 2 FT. WALNUT ACRES

(to) To rezone the following described property at 31 FREEDOM ST SE (parcel number 41-18-18-351-024) from R-3 Residential District to R-2 Residential District:

COM 183 FT E OF NE COR DIVISION AVE & LIBERT ST TH E 41 FT N 141 FT W 41 FT S 141 FT TO BEG * SEC 18 T6N R11W 0.13 A. ALSO TH W 41 FT

OF E 75.5 FT OF LOT 15 LIBERTY ADD.

(tp) To rezone the following described property at 35 FREEDOM ST SE (parcel number 41-18-18-351-025) from R-3 Residential District to R-2 Residential District:

COM 224 FT E OF NE COR DIVISION AVE & LIBERTY ST TH E 34.5 FT N 141 FT W 34.5 FT S 141 FT TO BEG * SEC 18 T6N R11W 0.11 A. ALSO TH E 34.5 FT OF LOT 15 LIBERTY ADD. ALSO TH W 7 1/2 FT OF LOT 14 SD ADD.

(tq) To rezone the following described property at 41 FREEDOM ST SE (parcel number 41-18-18-351-026) from R-3 Residential District to R-2 Residential District:

W 4.5 FT OF LOT 13 & E 37.5 FT OF LOT 14. LIBERTY ADDITION

(tr) To rezone the following described property at 47 FREEDOM ST SE (parcel number 41-18-18-351-027) from R-3 Residential District to R-2 Residential District:

E 41 FT OF LOT 13. LIBERTY ADDITION

(ts) To rezone the following described property at 117 FREEDOM ST SE (parcel number 41-18-18-351-030) from R-3 Residential District to R-2 Residential District:

LOT 10. LIBERTY ADDITION

(tt) To rezone the following described property at 123 FREEDOM ST SE (parcel number 41-18-18-351-031) from R-3 Residential District to R-2 Residential District:

LOT 9. LIBERTY ADDITION

(tu) To rezone the following described property at 127 FREEDOM ST SE (parcel number 41-18-18-351-032) from R-3 Residential District to R-2 Residential District:

LOT 8 & W 1/2 OF LOT 7. LIBERTY ADDITION

(tv) To rezone the following described property at 137 FREEDOM ST SE (parcel number 41-18-18-351-033) from R-3 Residential District to R-2 Residential District:

LOT 6 & E 1/2 OF LOT 7. LIBERTY ADDITION

(tw) To rezone the following described property at 145 FREEDOM ST SE (parcel number 41-18-18-351-034) from R-3 Residential District to R-2 Residential District:

LOT 5. LIBERTY ADDITION

(tx) To rezone the following described property at 149 FREEDOM ST SE (parcel number 41-18-18-351-035) from R-3 Residential District to R-2 Residential District:

LOT 4. LIBERTY ADDITION

(ty) To rezone the following described property at 151 FREEDOM ST SE (parcel number 41-18-18-351-036) from R-3 Residential District to R-2 Residential District:

LOT 3. LIBERTY ADDITION

(tz) To rezone the following described property at 153 FREEDOM ST SE (parcel number 41-18-18-351-037) from R-3 Residential District to R-2 Residential District:

LOT 2. LIBERTY ADDITION

(ua) To rezone the following described property at 22 34TH ST SE (parcel number 41-18-18-351-039) from R-3 Residential District to R-2 Residential District:

LOTS 47 & 48. WALNUT ACRES

(ub) To rezone the following described property at 3413 JEFFERSON AVE SE (parcel number 41-18-18-351-042) from R-3 Residential District to R-2 Residential District:

S 2 FT OF LOT 27 ALSO LOTS 28 & 29 ALSO LOT 30 EX W 26 FT & EX S 3 FT OF REMAINDER. WALNUT ACRES

(uc) To rezone the following described property at 3425 JEFFERSON AVE SE (parcel number 41-18-18-351-043) from R-3 Residential District to R-2 Residential District:

LOT 1. LIBERTY ADDITION ALSO S 3 FT OF LOT 30 EX W 26 FT ALSO W 26 FT OF LOT 30. WALNUT ACRES

(ud) To rezone the following described property at 53 FREEDOM ST SE (parcel number 41-18-18-351-044) from R-3 Residential District to R-2 Residential District:

LOT 12 ALSO N 12 FT OF LOT 11 * LIBERTY ADD.

(ue) To rezone the following described property at 111 FREEDOM ST SE (parcel number 41-18-18-351-045) from R-3 Residential District to R-2 Residential District:

LOT 11 EX N 12 FT * LIBERTY ADD.

(uf) To rezone the following described property at 136 34TH ST SE (parcel number 41-18-18-351-046) from R-3 Residential District to R-2 Residential District:

LOTS 32 & 33 * WALNUT ACRES

(ug) To rezone the following described property at 36 FREEDOM ST SE (parcel number 41-18-18-352-009) from R-3 Residential District to R-2 Residential District:

LOT 22. LIBERTY ADDITION

(uh) To rezone the following described property at 52 FREEDOM ST SE (parcel number 41-18-18-352-010) from R-3 Residential District to R-2 Residential District:

LOT 23. LIBERTY ADDITION

(ui) To rezone the following described property at 110 FREEDOM ST SE (parcel number 41-18-18-352-011) from R-3 Residential District to R-2 Residential District:

LOT 24. LIBERTY ADDITION

(uj) To rezone the following described property at 120 FREEDOM ST SE (parcel number 41-18-18-352-012) from R-3 Residential District to R-2 Residential District:

LOT 25. LIBERTY ADDITION

(uk) To rezone the following described property at 124 FREEDOM ST SE (parcel number 41-18-18-352-013) from R-3 Residential District to R-2 Residential District:

LOT 26. LIBERTY ADDITION

(ul) To rezone the following described property at 128 FREEDOM ST SE (parcel number 41-18-18-352-014) from R-3 Residential District to R-2 Residential District:

LOT 27. LIBERTY ADDITION

(um) To rezone the following described property at 134 FREEDOM ST SE (parcel number 41-18-18-352-015) from R-3 Residential District to R-2 Residential District:

LOT 28. LIBERTY ADDITION

(un) To rezone the following described property at 136 FREEDOM ST SE (parcel number 41-18-18-352-016) from R-3 Residential District to R-2 Residential District:

LOT 29. LIBERTY ADDITION

(uo) To rezone the following described property at 144 FREEDOM ST SE (parcel number 41-18-18-352-017) from R-3 Residential District to R-2 Residential District:

LOT 30. LIBERTY ADDITION

(up) To rezone the following described property at 146 FREEDOM ST SE (parcel number 41-18-18-352-018) from R-3 Residential District to R-2 Residential District:

LOT 31. LIBERTY ADDITION

(uq) To rezone the following described property at 148 FREEDOM ST SE (parcel number 41-18-18-352-019) from R-3 Residential District to R-2 Residential District:

LOT 32. LIBERTY ADDITION

(ur) To rezone the following described property at 152 FREEDOM ST SE (parcel number 41-18-18-352-020) from R-3 Residential District to R-2 Residential District:

LOT 33. LIBERTY ADDITION

(us) To rezone the following described property at 154 FREEDOM ST SE (parcel number 41-18-18-352-021) from R-3 Residential District to R-2 Residential District:

LOT 34. LIBERTY ADDITION

(ut) To rezone the following described property at 17 35TH ST SE (parcel number 41-18-18-352-022) from R-3 Residential District to R-2 Residential District:

LOT 42. LIBERTY ADDITION

(uu) To rezone the following described property at 25 35TH ST SE (parcel number 41-18-18-352-023) from R-3 Residential District to R-2 Residential District:

LOT 41. LIBERTY ADDITION

(uv) To rezone the following described property at 31 35TH ST SE (parcel number 41-18-18-352-024) from R-3 Residential District to R-2 Residential District:

LOT 40. LIBERTY ADDITION

(uw) To rezone the following described property at 35 35TH ST SE (parcel number 41-18-18-352-025) from R-3 Residential District to R-2 Residential District:

LOT 39. LIBERTY ADDITION

(ux) To rezone the following described property at 43 35TH ST SE (parcel number 41-18-18-352-026) from R-3 Residential District to R-2 Residential District:

LOT 38. LIBERTY ADDITION

(uy) To rezone the following described property at 45 35TH ST SE (parcel number 41-18-18-352-027) from R-3 Residential District to R-2 Residential District:

LOT 37. LIBERTY ADDITION

(uz) To rezone the following described property at 103 35TH ST SE (parcel number 41-18-18-352-028) from R-3 Residential District to R-2 Residential District:

LOT 36. LIBERTY ADDITION

(va) To rezone the following described property at 109 35TH ST SE (parcel number 41-18-18-352-029) from R-3 Residential District to R-2 Residential District:

LOT 35 * LIBERTY ADD.

(vb) To rezone the following described property at 123 35TH ST SE (parcel number 41-18-18-352-032) from R-3 Residential District to R-2 Residential District:

LOT 8 & W 5 FT OF LOT 7. HALE'S PLAT

(vc) To rezone the following described property at 125 35TH ST SE (parcel number 41-18-18-352-033) from R-3 Residential District to R-2 Residential District:

W 9 FT OF LOT 6 & E 44 FT OF LOT 7. HALE'S PLAT

(vd) To rezone the following described property at 129 35TH ST SE (parcel number 41-18-18-352-034) from R-3 Residential District to R-2 Residential District:

LOT 6 EX W 9 FT. HALE'S PLAT

(ve) To rezone the following described property at 133 35TH ST SE (parcel number 41-18-18-352-035) from R-3 Residential District to R-2 Residential District:

LOT 5. HALE'S PLAT

(vf) To rezone the following described property at 137 35TH ST SE (parcel number 41-18-18-352-036) from R-3 Residential District to R-2 Residential District:

LOT 4. HALE'S PLAT

(vg) To rezone the following described property at 3445 JEFFERSON AVE SE (parcel number 41-18-18-352-037) from R-3 Residential District to R-2 Residential District:

LOT 1. HALE'S PLAT

(vh) To rezone the following described property at 3449 JEFFERSON AVE SE (parcel number 41-18-18-352-038) from R-3 Residential District to R-2 Residential District:

LOT 2. HALE'S PLAT

(vi) To rezone the following described property at 3453 JEFFERSON AVE SE (parcel number 41-18-18-352-039) from R-3 Residential District to R-2 Residential District:

LOT 3. HALE'S PLAT

(vj) To rezone the following described property at 32 FREEDOM ST SE (parcel number 41-18-18-352-041) from R-3 Residential District to R-2 Residential District:

LOTS 19 20 & 21. LIBERTY ADDITION

(vk) To rezone the following described property at 115 35TH ST SE (parcel number 41-18-18-352-043) from R-3 Residential District to R-2 Residential District:

LOT 10 * HALE'S PLAT SPLIT ON 02/16/2004 FROM 41-18-18-352-042;

(vl) To rezone the following described property at 121 35TH ST SE (parcel number 41-18-18-352-044) from R-3 Residential District to R-2 Residential District:

LOT 9 * HALE'S PLAT SPLIT ON 02/16/2004 FROM 41-18-18-352-042;

(vm) To rezone the following described property at 16 35TH ST SE (parcel number 41-18-18-353-006) from R-3 Residential District to R-2 Residential District:

LOT 49. LIBERTY ADDITION

(vn) To rezone the following described property at 20 35TH ST SE (parcel number 41-18-18-353-007) from R-3 Residential District to R-2 Residential District:

LOT 50 * LIBERTY ADD.

(vo) To rezone the following described property at 30 35TH ST SE (parcel number 41-18-18-353-008) from R-3 Residential District to R-2 Residential District:

LOT 51. LIBERTY ADDITION

(vp) To rezone the following described property at 36 35TH ST SE (parcel number 41-18-18-353-009) from R-3 Residential District to R-2 Residential District:

LOT 52. LIBERTY ADDITION

(vq) To rezone the following described property at 46 35TH ST SE (parcel number 41-18-18-353-010) from R-3 Residential District to R-2 Residential District:

LOT 53. LIBERTY ADDITION

(vr) To rezone the following described property at 48 35TH ST SE (parcel number 41-18-18-353-011) from R-3 Residential District to R-2 Residential District:

LOT 54. LIBERTY ADDITION

(vs) To rezone the following described property at 106 35TH ST SE (parcel number 41-18-18-353-012) from R-3 Residential District to R-2 Residential District:

LOT 55. LIBERTY ADDITION

(vt) To rezone the following described property at 112 35TH ST SE (parcel number 41-18-18-353-013) from R-3 Residential District to R-2 Residential District:

LOT 56. LIBERTY ADDITION

(vu) To rezone the following described property at 116 35TH ST SE (parcel number 41-18-18-353-014) from R-3 Residential District to R-2 Residential District:

LOT 11. HALE'S PLAT

(vv) To rezone the following described property at 122 35TH ST SE (parcel number 41-18-18-353-015) from R-3 Residential District to R-2 Residential District:

LOT 12. HALE'S PLAT

(vw) To rezone the following described property at 124 35TH ST SE (parcel number 41-18-18-353-016) from R-3 Residential District to R-2 Residential District:

LOT 13. HALE'S PLAT

(vx) To rezone the following described property at 126 35TH ST SE (parcel number 41-18-18-353-017) from R-3 Residential District to R-2 Residential District:

LOT 14. HALE'S PLAT

(vy) To rezone the following described property at 130 35TH ST SE (parcel number 41-18-18-353-018) from R-3 Residential District to R-2 Residential District:

LOT 15. HALE'S PLAT

(vz) To rezone the following described property at 134 35TH ST SE (parcel number 41-18-18-353-019) from R-3 Residential District to R-2 Residential District:

LOT 16. HALE'S PLAT

(wa) To rezone the following described property at 138 35TH ST SE (parcel number 41-18-18-353-020) from R-3 Residential District to R-2 Residential District:

LOT 17. HALE'S PLAT

(wb) To rezone the following described property at 21 WEXFORD ST SE (parcel number 41-18-18-353-021) from R-3 Residential District to R-2 Residential District:

LOT 64. LIBERTY ADDITION

(wc) To rezone the following described property at 25 WEXFORD ST SE (parcel number 41-18-18-353-022) from R-3 Residential District to R-2 Residential District:

LOT 63. LIBERTY ADDITION

(wd) To rezone the following described property at 29 WEXFORD ST SE (parcel number 41-18-18-353-023) from R-3 Residential District to R-2 Residential District:

LOT 62 * LIBERTY ADD.

(we) To rezone the following described property at 35 WEXFORD ST SE (parcel number 41-18-18-353-024) from R-3 Residential District to R-2 Residential District:

LOT 61. LIBERTY ADDITION

(wf) To rezone the following described property at 37 WEXFORD ST SE (parcel number 41-18-18-353-025) from R-3 Residential District to R-2 Residential District:

LOT 60. LIBERTY ADDITION

(wg) To rezone the following described property at 39 WEXFORD ST SE (parcel number 41-18-18-353-026) from R-3 Residential District to R-2 Residential District:

LOT 59. LIBERTY ADDITION

(wh) To rezone the following described property at 103 WEXFORD ST SE (parcel number 41-18-18-353-027) from R-3 Residential District to R-2 Residential District:

LOT 58. LIBERTY ADDITION

(wi) To rezone the following described property at 109 WEXFORD ST SE (parcel number 41-18-18-353-028) from R-3 Residential District to R-2 Residential District:

LOT 57. LIBERTY ADDITION

(wj) To rezone the following described property at 113 WEXFORD ST SE (parcel number 41-18-18-353-029) from R-3 Residential District to R-2 Residential District:

LOT 30. HALE'S PLAT

(wk) To rezone the following described property at 115 WEXFORD ST SE (parcel number 41-18-18-353-030) from R-3 Residential District to R-2 Residential District:

LOT 29. HALE'S PLAT

(wl) To rezone the following described property at 117 WEXFORD ST SE (parcel number 41-18-18-353-031) from R-3 Residential District to R-2 Residential District:

LOT 28 * HALE'S PLAT

(wm) To rezone the following described property at 131 WEXFORD ST SE (parcel number 41-18-18-353-032) from R-3 Residential District to R-2 Residential District:

LOT 27. HALE'S PLAT

(wn) To rezone the following described property at 137 WEXFORD ST SE (parcel number 41-18-18-353-033) from R-3 Residential District to R-2 Residential District:

LOT 26. HALE'S PLAT

(wo) To rezone the following described property at 141 WEXFORD ST SE (parcel number 41-18-18-353-034) from R-3 Residential District to R-2 Residential District:

LOT 25. HALE'S PLAT

(wp) To rezone the following described property at 143 WEXFORD ST SE (parcel number 41-18-18-353-035) from R-3 Residential District to R-2 Residential District:

LOT 24. HALE'S PLAT

(wq) To rezone the following described property at 3501 JEFFERSON AVE SE (parcel number 41-18-18-353-036) from R-3 Residential District to R-2 Residential District:

LOT 18. HALE'S PLAT

(wr) To rezone the following described property at 3509 JEFFERSON AVE SE (parcel number 41-18-18-353-037) from R-3 Residential District to R-2 Residential District:

LOT 19. HALE'S PLAT

(ws) To rezone the following described property at 3517 JEFFERSON AVE SE (parcel number 41-18-18-353-038) from R-3 Residential District to R-2 Residential District:

LOT 20. HALE'S PLAT

(wt) To rezone the following described property at 3525 JEFFERSON AVE SE (parcel number 41-18-18-353-042) from R-3 Residential District to R-2 Residential District:

LOT 21. HALES PLAT

(wu) To rezone the following described property at 145 WEXFORD ST SE (parcel number 41-18-18-353-043) from R-3 Residential District to R-2 Residential District:

LOTS 22 & 23. HALES PLAT

(wv) To rezone the following described property at 124 WEXFORD ST SE (parcel number 41-18-18-354-003) from R-3 Residential District to R-2 Residential District:

PART SW 1/4 COM 50 FT W OF NW COR OF LOT 31 OF HALE'S PLAT TH W 50 FT TO NE COR OF LOT 78 OF LIBERTY ADD. TH S 141 FT TH E 50 FT TH N 141 FT TO BEG * SEC 18 T6N R11W 0.16 A.

(ww) To rezone the following described property at 126 WEXFORD ST SE (parcel number 41-18-18-354-004) from R-3 Residential District to R-2 Residential District:

PT SW 1/4 COM AT NW COR LOT 31 OF HALE'S PLAT TH S 141 FT W 50 FT N 141 FT E 50 FT TO BEG * SEC 18 T6N R11W 0.16 A.

(wx) To rezone the following described property at 128 WEXFORD ST SE (parcel number 41-18-18-354-005) from R-3 Residential District to R-2 Residential District:

LOT 31. HALE'S PLAT

(wy) To rezone the following described property at 132 WEXFORD ST SE (parcel number 41-18-18-354-006) from R-3 Residential District to R-2 Residential District:

LOT 32. HALE'S PLAT

(wz) To rezone the following described property at 136 WEXFORD ST SE (parcel number 41-18-18-354-007) from R-3 Residential District to R-2 Residential District:

LOT 33. HALE'S PLAT

(xa) To rezone the following described property at 140 WEXFORD ST SE (parcel number 41-18-18-354-008) from R-3 Residential District to R-2 Residential District:

LOT 34. HALE'S PLAT

(xb) To rezone the following described property at 117 36TH ST SE (parcel number 41-18-18-354-009) from R-3 Residential District to R-2 Residential District:

COM AT SW COR LOT 44 HALE'S PLAT W 100 FT N 141 FT E 100 FT S 141 FT TO BEG * SEC 18 T6N R11W .32 A.

(xc) To rezone the following described property at 123 36TH ST SE (parcel number 41-18-18-354-010) from R-3 Residential District to R-2 Residential District:

LOT 44. HALE'S PLAT

(xd) To rezone the following described property at 129 36TH ST SE (parcel number 41-18-18-354-011) from R-3 Residential District to R-2 Residential District:

LOT 43 & W 2 FT OF LOT 42. HALE'S PLAT

(xe) To rezone the following described property at 131 36TH ST SE (parcel number 41-18-18-354-012) from R-3 Residential District to R-2 Residential District:

LOT 42 EX W 2 FT. HALE'S PLAT

(xf) To rezone the following described property at 133 36TH ST SE (parcel number 41-18-18-354-013) from R-3 Residential District to R-2 Residential District:

LOT 41. HALE'S PLAT

(xg) To rezone the following described property at 3625 HORTON AVE SE (parcel number 41-18-19-101-030) from R-3 Residential District to R-2 Residential District:

LOT 5 & N 30 FT OF LOT 6. KEYES BUCK PLAT

(xh) To rezone the following described property at 3633 HORTON AVE SE (parcel number 41-18-19-101-031) from R-3 Residential District to R-2 Residential District:

LOT 7 & S 10 FT OF LOT 6. KEYES BUCK PLAT

(xi) To rezone the following described property at 3635 HORTON AVE SE (parcel number 41-18-19-101-032) from R-3 Residential District to R-2 Residential District:

LOTS 8 & 9. KEYES BUCK PLAT

(xj) To rezone the following described property at 3647 HORTON AVE SE (parcel number 41-18-19-101-033) from R-3 Residential District to R-2 Residential District:

LOT 10. KEYES BUCK PLAT

(xk) To rezone the following described property at 3703 HORTON AVE SE (parcel number 41-18-19-101-034) from R-3 Residential District to R-2 Residential District:

LOTS 11 & 12. KEYES BUCK PLAT

(xl) To rezone the following described property at 3711 HORTON AVE SE (parcel number 41-18-19-101-035) from R-3 Residential District to R-2 Residential District:

LOT 13 ALSO THAT PART OF LOT 14 COM AT NE COR OF LOT 14 TH S 2 FT TH SWLY TO A PT 10 FT S OF NW COR OF SD LOT TH N 10 FT TH E TO BEG. KEYES BUCK PLAT

(xm) To rezone the following described property at 3715 HORTON AVE SE (parcel number 41-18-19-101-036) from R-3 Residential District to R-2 Residential District:

LOT 14 EX COM AT NE COR THEREOF TH S 2 FT TH SWLY TO A PT 10 FT S OF NW COR THEREOF TH N 10 FT TH E TO BEG ALSO LOT 15. KEYES BUCK PLAT

(xn) To rezone the following described property at 3725 HORTON AVE SE (parcel number 41-18-19-101-037) from R-3 Residential District to R-2 Residential District:

LOT 16. KEYES BUCK PLAT

(xo) To rezone the following described property at 3729 HORTON AVE SE (parcel number 41-18-19-101-038) from R-3 Residential District to R-2 Residential District:

LOT 17. KEYES BUCK PLAT

(xp) To rezone the following described property at 3733 HORTON AVE SE (parcel number 41-18-19-101-039) from R-3 Residential District to R-2 Residential District:

LOT 18. KEYES BUCK PLAT

(xq) To rezone the following described property at 3739 HORTON AVE SE (parcel number 41-18-19-101-040) from R-3 Residential District to R-2 Residential District:

LOT 19. KEYES BUCK PLAT

(xr) To rezone the following described property at 3747 HORTON AVE SE (parcel number 41-18-19-101-041) from R-3 Residential District to R-2 Residential District:

LOT 20. KEYES BUCK PLAT

(xs) To rezone the following described property at 3751 HORTON AVE SE (parcel number 41-18-19-101-042) from R-3 Residential District to R-2 Residential District:

LOT 21. KEYES BUCK PLAT

(xt) To rezone the following described property at 3755 HORTON AVE SE (parcel number 41-18-19-101-043) from R-3 Residential District to R-2 Residential District:

LOT 22. KEYES BUCK PLAT

(xu) To rezone the following described property at 3763 HORTON AVE SE (parcel number 41-18-19-101-044) from R-3 Residential District to R-2 Residential District:

LOT 23. KEYES BUCK PLAT

(xv) To rezone the following described property at 3767 HORTON AVE SE (parcel number 41-18-19-101-045) from R-3 Residential District to R-2 Residential District:

LOT 24. KEYES BUCK PLAT

(xw) To rezone the following described property at 3773 HORTON AVE SE (parcel number 41-18-19-101-046) from R-3 Residential District to R-2 Residential District:

LOT 25. KEYES BUCK PLAT

(xx) To rezone the following described property at 3775 HORTON AVE SE (parcel number 41-18-19-101-047) from R-3 Residential District to R-2 Residential District:

LOT 26. KEYES BUCK PLAT

(xy) To rezone the following described property at 3803 HORTON AVE SE (parcel number 41-18-19-101-048) from R-3 Residential District to R-2 Residential District:

LOT 27. KEYES BUCK PLAT

(xz) To rezone the following described property at 3805 HORTON AVE SE (parcel number 41-18-19-101-049) from R-3 Residential District to R-2 Residential District:

LOT 28. KEYES BUCK PLAT

(ya) To rezone the following described property at 3811 HORTON AVE SE (parcel number 41-18-19-101-050) from R-3 Residential District to R-2 Residential District:

LOTS 29 & 30. KEYES BUCK PLAT

(yb) To rezone the following described property at 3817 HORTON AVE SE (parcel number 41-18-19-101-051) from R-3 Residential District to R-2 Residential District:

LOT 31. KEYES BUCK PLAT

(yc) To rezone the following described property at 33 HIMES ST SE (parcel number 41-18-19-101-077) from R-3 Residential District to R-2 Residential District:

LOTS 8 & 9 BLK 1 ALSO W 31 FT LOT 10 BLK 1 * SOUTH LAWN PARK SPLIT/COMBINED ON 12/04/2015 FROM 41-18-19-101-057, 41-18-19-101-058;

(yd) To rezone the following described property at 3644 HORTON AVE SE (parcel number 41-18-19-102-004) from R-3 Residential District to R-2 Residential District:

LOTS 53 & 54. KEYES BUCK PLAT

(ye) To rezone the following described property at 3648 HORTON AVE SE (parcel number 41-18-19-102-005) from R-3 Residential District to R-2 Residential District:

LOT 52. KEYES BUCK PLAT

(yf) To rezone the following described property at 3710 HORTON AVE SE (parcel number 41-18-19-102-006) from R-3 Residential District to R-2 Residential District:

LOTS 50 & 51. KEYES BUCK PLAT

(yg) To rezone the following described property at 3714 HORTON AVE SE (parcel number 41-18-19-102-007) from R-3 Residential District to R-2 Residential District:

LOT 49. KEYES BUCK PLAT

(yh) To rezone the following described property at 3720 HORTON AVE SE (parcel number 41-18-19-102-008) from R-3 Residential District to R-2 Residential District:

LOT 48 * KEYES BUCK PLAT

(yi) To rezone the following described property at 3726 HORTON AVE SE (parcel number 41-18-19-102-009) from R-3 Residential District to R-2 Residential District:

LOT 47. KEYES BUCK PLAT

(yj) To rezone the following described property at 3730 HORTON AVE SE (parcel number 41-18-19-102-010) from R-3 Residential District to R-2 Residential District:

LOT 46. KEYES BUCK PLAT

(yk) To rezone the following described property at 3734 HORTON AVE SE (parcel number 41-18-19-102-011) from R-3 Residential District to R-2 Residential District:

LOT 45. KEYES BUCK PLAT

(yl) To rezone the following described property at 3756 HORTON AVE SE (parcel number 41-18-19-102-014) from R-3 Residential District to R-2 Residential District:

LOT 41. KEYES BUCK PLAT

(ym) To rezone the following described property at 3764 HORTON AVE SE (parcel number 41-18-19-102-015) from R-3 Residential District to R-2 Residential District:

LOT 40. KEYES BUCK PLAT

(yn) To rezone the following described property at 3770 HORTON AVE SE (parcel number 41-18-19-102-016) from R-3 Residential District to R-2 Residential District:

LOT 39. KEYES BUCK PLAT

(yo) To rezone the following described property at 3774 HORTON AVE SE (parcel number 41-18-19-102-017) from R-3 Residential District to R-2 Residential District:

LOT 38. KEYES BUCK PLAT

(yp) To rezone the following described property at 3776 HORTON AVE SE (parcel number 41-18-19-102-018) from R-3 Residential District to R-2 Residential District:

LOT 37. KEYES BUCK PLAT

(yq) To rezone the following described property at 3804 HORTON AVE SE (parcel number 41-18-19-102-019) from R-3 Residential District to R-2 Residential District:

LOT 36. KEYES BUCK PLAT

(yr) To rezone the following described property at 3806 HORTON AVE SE (parcel number 41-18-19-102-020) from R-3 Residential District to R-2 Residential District:

LOT 35 & N 10 FT OF LOT 34. KEYES BUCK PLAT

(ys) To rezone the following described property at 3812 HORTON AVE SE (parcel number 41-18-19-102-021) from R-3 Residential District to R-2 Residential District:

LOTS 32 33 & 34 EX N 10 FT OF LOT 34. KEYES BUCK PLAT

(yt) To rezone the following described property at 3601 FRANCIS AVE SE (parcel number 41-18-19-102-022) from R-3 Residential District to R-2 Residential District:

LOT 1. GODWIN HEIGHTS ADDITION

(yu) To rezone the following described property at 3607 FRANCIS AVE SE (parcel number 41-18-19-102-023) from R-3 Residential District to R-2 Residential District:

LOTS 2. GODWIN HEIGHTS ADDITION

(yv) To rezone the following described property at 3613 FRANCIS AVE SE (parcel number 41-18-19-102-024) from R-3 Residential District to R-2 Residential District:

LOT 3. GODWIN HEIGHTS ADDITION

(yw) To rezone the following described property at 3617 FRANCIS AVE SE (parcel number 41-18-19-102-025) from R-3 Residential District to R-2 Residential District:

LOTS 4. GODWIN HEIGHTS ADDITION

(yx) To rezone the following described property at 3623 FRANCIS AVE SE (parcel number 41-18-19-102-026) from R-3 Residential District to R-2 Residential District:

LOT 5. GODWIN HEIGHTS ADDITION

(yy) To rezone the following described property at 3627 FRANCIS AVE SE (parcel number 41-18-19-102-027) from R-3 Residential District to R-2 Residential District:

LOT 6. GODWIN HEIGHTS ADDITION

(yz) To rezone the following described property at 3633 FRANCIS AVE SE (parcel number 41-18-19-102-028) from R-3 Residential District to R-2 Residential District:

LOT 7. GODWIN HEIGHTS ADDITION

(za) To rezone the following described property at 3637 FRANCIS AVE SE (parcel number 41-18-19-102-029) from R-3 Residential District to R-2 Residential District:

LOT 8. GODWIN HEIGHTS ADDITION

(zb) To rezone the following described property at 3643 FRANCIS AVE SE (parcel number 41-18-19-102-030) from R-3 Residential District to R-2 Residential District:

LOT 9. GODWIN HEIGHTS ADDITION

(zc) To rezone the following described property at 3653 FRANCIS AVE SE (parcel number 41-18-19-102-031) from R-3 Residential District to R-2 Residential District:

LOT 10. GODWIN HEIGHTS ADDITION

(zd) To rezone the following described property at 3657 FRANCIS AVE SE (parcel number 41-18-19-102-032) from R-3 Residential District to R-2 Residential District:

LOT 11. GODWIN HEIGHTS ADDITION

(ze) To rezone the following described property at 3663 FRANCIS AVE SE (parcel number 41-18-19-102-033) from R-3 Residential District to R-2 Residential District:

LOT 12. GODWIN HEIGHTS ADDITION

(zf) To rezone the following described property at 3701 FRANCIS AVE SE (parcel number 41-18-19-102-034) from R-3 Residential District to R-2 Residential District:

LOT 13. GODWIN HEIGHTS ADDITION

(zg) To rezone the following described property at 3707 FRANCIS AVE SE (parcel number 41-18-19-102-035) from R-3 Residential District to R-2 Residential District:

LOT 14. GODWIN HEIGHTS ADDITION

(zh) To rezone the following described property at 3711 FRANCIS AVE SE (parcel number 41-18-19-102-036) from R-3 Residential District to R-2 Residential District:

LOT 15. GODWIN HEIGHTS ADDITION

(zi) To rezone the following described property at 3717 FRANCIS AVE SE (parcel number 41-18-19-102-037) from R-3 Residential District to R-2 Residential District:

LOT 16. GODWIN HEIGHTS ADDITION

(zj) To rezone the following described property at 3721 FRANCIS AVE SE (parcel number 41-18-19-102-038) from R-3 Residential District to R-2 Residential District:

LOT 17. GODWIN HEIGHTS ADDITION

(zk) To rezone the following described property at 3727 FRANCIS AVE SE (parcel number 41-18-19-102-039) from R-3 Residential District to R-2 Residential District:

LOT 18. GODWIN HEIGHTS ADDITION

(zl) To rezone the following described property at 3731 FRANCIS AVE SE (parcel number 41-18-19-102-040) from R-3 Residential District to R-2 Residential District:

LOT 19. GODWIN HEIGHTS ADDITION

(zm) To rezone the following described property at 3737 FRANCIS AVE SE (parcel number 41-18-19-102-041) from R-3 Residential District to R-2 Residential District:

LOT 20. GODWIN HEIGHTS ADDITION

(zn) To rezone the following described property at 3741 FRANCIS AVE SE (parcel number 41-18-19-102-042) from R-3 Residential District to R-2 Residential District:

LOT 21. GODWIN HEIGHTS ADDITION

(zo) To rezone the following described property at 3747 FRANCIS AVE SE (parcel number 41-18-19-102-043) from R-3 Residential District to R-2 Residential District:

LOT 22. GODWIN HEIGHTS ADDITION

(zp) To rezone the following described property at 3751 FRANCIS AVE SE (parcel number 41-18-19-102-044) from R-3 Residential District to R-2 Residential District:

LOT 23. GODWIN HEIGHTS ADDITION

(zq) To rezone the following described property at 103 HIMES ST SE (parcel number 41-18-19-102-047) from R-3 Residential District to R-2 Residential District:

LOT 12 EX W 5.5 FT ALSO LOT 13 BLK 1. SOUTH LAWN PARK

(zr) To rezone the following described property at 111 HIMES ST SE (parcel number 41-18-19-102-048) from R-3 Residential District to R-2 Residential District:

LOT 14 BLK 1. SOUTH LAWN PARK

(zs) To rezone the following described property at 115 HIMES ST SE (parcel number 41-18-19-102-049) from R-3 Residential District to R-2 Residential District:

LOT 15 BLK 1. SOUTH LAWN PARK

(zt) To rezone the following described property at 3624 HORTON AVE SE (parcel number 41-18-19-102-053) from R-3 Residential District to R-2 Residential District:

LOT 58 & S 1/2 OF LOT 59. KEYES BUCK PLAT

(zu) To rezone the following described property at 3630 HORTON AVE SE (parcel number 41-18-19-102-054) from R-3 Residential District to R-2 Residential District:

LOT 57 & N 1/2 OF LOT 56. KEYES BUCK PLAT

(zv) To rezone the following described property at 3634 HORTON AVE SE (parcel number 41-18-19-102-055) from R-3 Residential District to R-2 Residential District:

LOT 55 & S 1/2 OF LOT 56. KEYES BUCK PLAT

(zw) To rezone the following described property at 60 36TH ST SE (parcel number 41-18-19-102-056) from R-3 Residential District to R-2 Residential District:

PART LOTS 60 & 61 COM AT NW COR OF LOT 60 TH E 75.8 FT ALONG S LINE OF 36TH ST/66 FT WIDE/ TH S 108 FT PAR WITH E LINE OF HORTON AVE /54 FT WIDE/ TH W 75.8 FT PAR WITH S LINE OF 36TH ST TH N ALONG E LINE OF HORTON AVE 108 FT TO BEG. KEYES BUCK PLAT

(zx) To rezone the following described property at 112 36TH ST SE (parcel number 41-18-19-102-057) from R-3 Residential District to R-2 Residential District:

PART LOTS 61 & 62 COM AT NE COR OF LOT 62 TH S 169.0 FT TO SE COR OF SD LOT TH W 45.9 FT TO SW COR OF SD LOT TH N 61.36 FT ALONG W LINE OF SD LOT TH W 16.0 FT PAR WITH S LINE OF 36TH ST /66 FT WIDE/ TH N 108.0 FT PAR WITH E LINE OF HORTON AVE TH E 61.9 FT

(zy) To rezone the following described property at 3618 HORTON AVE SE (parcel number 41-18-19-102-058) from R-3 Residential District to R-2 Residential District:

PART LOTS 59 60 & 61 COM 108.0 FT S ALONG E LINE OF HORTON AVE /54 FT WIDE/ FROM NW COR OF LOT 60 TH E 91.8 FT PAR WITH S LINE OF 36TH ST /66 FT WIDE/ TH S 61.39 FT ALONG E LINE OF LOT 61 TH E 45.9 FT ALONG N LINE OF LOT 59 TH S 20.0 FT ALONG E LINE OF LO

(zz) To rezone the following described property at 3736 HORTON AVE SE (parcel number 41-18-19-102-059) from R-3 Residential District to R-2 Residential District:

LOT 44 ALSO LOT 43 EX S 25 FT * KEYES BUCK PLAT

(aaa) To rezone the following described property at 3750 HORTON AVE SE (parcel number 41-18-19-102-060) from R-3 Residential District to R-2 Residential District:

LOT 42 ALSO S 25 FT OF LOT 43 * KEYES BUCK PLAT

(aab) To rezone the following described property at 3757 FRANCIS AVE SE (parcel number 41-18-19-102-061) from R-3 Residential District to R-2 Residential District:

LOT 24 ALSO PART OF LOT 25 COM 13.72 FT SELY ALONG NLY LOT LINE FROM NW COR THEREOF TH NWLY TO NW COR OF LOT 25 TH TH SWLY TO SW COR OF SD LOT TH E TO A PT 28 FT W FROM SE COR OF LOT 25 TH NLY TO BEG * GODWIN HEIGHTS ADDITION

(aac) To rezone the following described property at 119 HIMES ST SE (parcel number 41-18-19-102-062) from R-3 Residential District to R-2 Residential District:

LOT 16 BLK 1 ALSO THAT PART OF LOT 17 BLK 1 COM 2.15 FT E ALONG S LOT LINE FROM SW COR TH W TO SW COR TH N 3D 10M 00S W ALONG W LOT LINE 131.14 FT TO N LOT LINE TH S 89D 44M 33S E ALONG SD N LINE 6.32 FT TH S 1D 09M 04S E TO BEG * SOUTH LAWN PARK

(aad) To rezone the following described property at 123 HIMES ST SE (parcel number 41-18-19-102-063) from R-3 Residential District to R-2 Residential District:

LOT 17 BLK 1 EX COM 2.15 FT E ALONG S LOT LINE FROM SW COR TH W TO SW COR TH N 3D 10M 00S W ALONG W LOT LINE 131.14 FT TO N LOT LINE TH S 89D 44M 33S E ALONG SD N LINE 6.32 FT TH S 1D 09M 04S E TO BEG ALSO LOT 18 BLK 1 * SOUTH LAWN PARK

(aae) To rezone the following described property at 3600 FRANCIS AVE SE (parcel number 41-18-19-103-001) from R-3 Residential District to R-2 Residential District:

LOT 50. GODWIN HEIGHTS ADDITION

(aaf) To rezone the following described property at 3606 FRANCIS AVE SE (parcel number 41-18-19-103-002) from R-3 Residential District to R-2 Residential District:

LOT 49. GODWIN HEIGHTS ADDITION

(aag) To rezone the following described property at 3608 FRANCIS AVE SE (parcel number 41-18-19-103-003) from R-3 Residential District to R-2 Residential District:

LOT 48. GODWIN HEIGHTS ADDITION

(aah) To rezone the following described property at 3616 FRANCIS AVE SE (parcel number 41-18-19-103-004) from R-3 Residential District to R-2 Residential District:

LOT 47. GODWIN HEIGHTS ADDITION

(aai) To rezone the following described property at 3622 FRANCIS AVE SE (parcel number 41-18-19-103-005) from R-3 Residential District to R-2 Residential District:

LOT 46. GODWIN HEIGHTS ADDITION

(aaj) To rezone the following described property at 3626 FRANCIS AVE SE (parcel number 41-18-19-103-006) from R-3 Residential District to R-2 Residential District:

LOT 45. GODWIN HEIGHTS ADDITION

(aak) To rezone the following described property at 3632 FRANCIS AVE SE (parcel number 41-18-19-103-007) from R-3 Residential District to R-2 Residential District:

LOT 44. GODWIN HEIGHTS ADDITION

(aal) To rezone the following described property at 3636 FRANCIS AVE SE (parcel number 41-18-19-103-008) from R-3 Residential District to R-2 Residential District:

LOT 43. GODWIN HEIGHTS ADDITION

(aam) To rezone the following described property at 3642 FRANCIS AVE SE (parcel number 41-18-19-103-009) from R-3 Residential District to R-2 Residential District:

LOT 42. GODWIN HEIGHTS ADDITION

(aan) To rezone the following described property at 3652 FRANCIS AVE SE (parcel number 41-18-19-103-010) from R-3 Residential District to R-2 Residential District:

LOT 41. GODWIN HEIGHTS ADDITION

(aao) To rezone the following described property at 3656 FRANCIS AVE SE (parcel number 41-18-19-103-011) from R-3 Residential District to R-2 Residential District:

LOT 40. GODWIN HEIGHTS ADDITION

(aap) To rezone the following described property at 3662 FRANCIS AVE SE (parcel number 41-18-19-103-012) from R-3 Residential District to R-2 Residential District:

LOT 39. GODWIN HEIGHTS ADDITION

(aaq) To rezone the following described property at 3700 FRANCIS AVE SE (parcel number 41-18-19-103-013) from R-3 Residential District to R-2 Residential District:

LOT 38. GODWIN HEIGHTS ADDITION

(aar) To rezone the following described property at 3706 FRANCIS AVE SE (parcel number 41-18-19-103-014) from R-3 Residential District to R-2 Residential District:

LOT 37. GODWIN HEIGHTS ADDITION

(aas) To rezone the following described property at 3710 FRANCIS AVE SE (parcel number 41-18-19-103-015) from R-3 Residential District to R-2 Residential District:

LOT 36. GODWIN HEIGHTS ADDITION

(aat) To rezone the following described property at 3716 FRANCIS AVE SE (parcel number 41-18-19-103-016) from R-3 Residential District to R-2 Residential District:

LOT 35. GODWIN HEIGHTS ADDITION

(aau) To rezone the following described property at 3720 FRANCIS AVE SE (parcel number 41-18-19-103-017) from R-3 Residential District to R-2 Residential District:

LOT 34. GODWIN HEIGHTS ADDITION

(aav) To rezone the following described property at 3726 FRANCIS AVE SE (parcel number 41-18-19-103-018) from R-3 Residential District to R-2 Residential District:

LOT 33. GODWIN HEIGHTS ADDITION

(aaw) To rezone the following described property at 3730 FRANCIS AVE SE (parcel number 41-18-19-103-019) from R-3 Residential District to R-2 Residential District:

LOT 32 * GODWIN HEIGHTS ADDITION

(aax) To rezone the following described property at 3736 FRANCIS AVE SE (parcel number 41-18-19-103-020) from R-3 Residential District to R-2 Residential District:

LOT 31. GODWIN HEIGHTS ADDITION

(aay) To rezone the following described property at 3740 FRANCIS AVE SE (parcel number 41-18-19-103-021) from R-3 Residential District to R-2 Residential District:

LOT 30. GODWIN HEIGHTS ADDITION

(aaz) To rezone the following described property at 3746 FRANCIS AVE SE (parcel number 41-18-19-103-022) from R-3 Residential District to R-2 Residential District:

LOT 29. GODWIN HEIGHTS ADDITION

(aba) To rezone the following described property at 3752 FRANCIS AVE SE (parcel number 41-18-19-103-023) from R-3 Residential District to R-2 Residential District:

LOT 28. GODWIN HEIGHTS ADDITION

(abb) To rezone the following described property at 3754 FRANCIS AVE SE (parcel number 41-18-19-103-024) from R-3 Residential District to R-2 Residential District:

LOT 27 ALSO THAT PT LOT 26 COM AT NE COR THEREOF TH SWLY ALONG NLY LINE THEREOF 13.72 FT TH SELY 126.06 FT TO A PT ON S LOT LINE 17.82 FT W OF SE COR OF LOT 26 TH E TO SD SE COR TH NWLY ON ELY LOT LINE 135.98 FT TO BEG. GODWIN HEIGHTS ADDITION

(abc) To rezone the following described property at 3756 FRANCIS AVE SE (parcel number 41-18-19-103-025) from R-3 Residential District to R-2 Residential District:

PART LOTS 25 & 26 COM 13.72 FT SELY ALONG NLY LINE OF LOT 25 FROM NW COR THEREOF TH SELY TO A PT 28 FT W FROM SE COR OF LOT 25 TH E ALONG S LINE OF LOTS 25 & 26 TO A PT 17.82 FT W OF SE COR OF LOT 26 TH NWLY 126.06 FT TO A PT 13.72 FT SWLY ALONG NLY LINE

(abd) To rezone the following described property at 3617 JEFFERSON AVE SE (parcel number 41-18-19-103-027) from R-3 Residential District to R-2 Residential District:

LOT 4 ALSO S 25 FT OF LOT 3. NIXON PLAT

(abe) To rezone the following described property at 3621 JEFFERSON AVE SE (parcel number 41-18-19-103-028) from R-3 Residential District to R-2 Residential District:

LOT 5. NIXON PLAT

(abf) To rezone the following described property at 3625 JEFFERSON AVE SE (parcel number 41-18-19-103-029) from R-3 Residential District to R-2 Residential District:

LOTS 6 & 7. NIXON PLAT

(abg) To rezone the following described property at 3633 JEFFERSON AVE SE (parcel number 41-18-19-103-030) from R-3 Residential District to R-2 Residential District:

LOTS 8 & 9. NIXON PLAT

(abh) To rezone the following described property at 3635 JEFFERSON AVE SE (parcel number 41-18-19-103-031) from R-3 Residential District to R-2 Residential District:

LOT 10. NIXON PLAT

(abi) To rezone the following described property at 3641 JEFFERSON AVE SE (parcel number 41-18-19-103-032) from R-3 Residential District to R-2 Residential District:

LOT 11 & N 30 FT OF LOT 12. NIXON PLAT

(abj) To rezone the following described property at 3649 JEFFERSON AVE SE (parcel number 41-18-19-103-033) from R-3 Residential District to R-2 Residential District:

LOT 13 & S 10 FT OF LOT 12. NIXON PLAT

(abk) To rezone the following described property at 3711 JEFFERSON AVE SE (parcel number 41-18-19-103-034) from R-3 Residential District to R-2 Residential District:

LOT 14 & N 15 FT OF LOT 15. NIXON PLAT

(abl) To rezone the following described property at 3715 JEFFERSON AVE SE (parcel number 41-18-19-103-035) from R-3 Residential District to R-2 Residential District:

LOTS 15 & 16 EX N 15 FT OF LOT 15. NIXON PLAT

(abm) To rezone the following described property at 3731 JEFFERSON AVE SE (parcel number 41-18-19-103-038) from R-3 Residential District to R-2 Residential District:

LOTS 19 & 20. NIXON PLAT

(abn) To rezone the following described property at 3747 JEFFERSON AVE SE (parcel number 41-18-19-103-039) from R-3 Residential District to R-2 Residential District:

LOT 21 & N 1/2 OF LOT 22. NIXON PLAT

(abo) To rezone the following described property at 3755 JEFFERSON AVE SE (parcel number 41-18-19-103-040) from R-3 Residential District to R-2 Residential District:

LOT 23 & S 1/2 OF LOT 22. NIXON PLAT

(abp) To rezone the following described property at 3773 JEFFERSON AVE SE (parcel number 41-18-19-103-043) from R-3 Residential District to R-2 Residential District:

LOT 26. NIXON PLAT

(abq) To rezone the following described property at 3775 JEFFERSON AVE SE (parcel number 41-18-19-103-044) from R-3 Residential District to R-2 Residential District:

LOT 27. NIXON PLAT

(abr) To rezone the following described property at 3803 JEFFERSON AVE SE (parcel number 41-18-19-103-045) from R-3 Residential District to R-2 Residential District:

LOT 28. NIXON PLAT

(abs) To rezone the following described property at 3813 JEFFERSON AVE SE (parcel number 41-18-19-103-047) from R-3 Residential District to R-2 Residential District:

LOT 31. NIXON PLAT

(abt) To rezone the following described property at 3815 JEFFERSON AVE SE (parcel number 41-18-19-103-048) from R-3 Residential District to R-2 Residential District:

LOT 32. NIXON PLAT

(abu) To rezone the following described property at 131 HIMES ST SE (parcel number 41-18-19-103-049) from R-3 Residential District to R-2 Residential District:

LOT 19 BLK 1. SOUTH LAWN PARK

(abv) To rezone the following described property at 135 HIMES ST SE (parcel number 41-18-19-103-050) from R-3 Residential District to R-2 Residential District:

LOTS 20 & 21 BLK 1. SOUTH LAWN PARK

(abw) To rezone the following described property at 143 HIMES ST SE (parcel number 41-18-19-103-051) from R-3 Residential District to R-2 Residential District:

LOT 22 BLK 1. SOUTH LAWN PARK

(abx) To rezone the following described property at 147 HIMES ST SE (parcel number 41-18-19-103-052) from R-3 Residential District to R-2 Residential District:

LOT 23 BLK 1. SOUTH LAWN PARK

(aby) To rezone the following described property at 151 HIMES ST SE (parcel number 41-18-19-103-053) from R-3 Residential District to R-2 Residential District:

LOT 24 BLK 1. SOUTH LAWN PARK

(abz) To rezone the following described property at 3821 JEFFERSON AVE SE (parcel number 41-18-19-103-054) from R-3 Residential District to R-2 Residential District:

N 1/2 OF LOTS 25 & 26 BLK 1. SOUTH LAWN PARK

(aca) To rezone the following described property at 3827 JEFFERSON AVE SE (parcel number 41-18-19-103-055) from R-3 Residential District to R-2 Residential District:

S 1/2 OF LOTS 25 & 26 BLK 1. SOUTH LAWN PARK

(acb) To rezone the following described property at 3717 JEFFERSON AVE SE (parcel number 41-18-19-103-056) from R-3 Residential District to R-2 Residential District:

LOTS 17 & 18. NIXON PLAT

(acc) To rezone the following described property at 3771 JEFFERSON AVE SE (parcel number 41-18-19-103-057) from R-3 Residential District to R-2 Residential District:

LOTS 24 & 25. NIXON PLAT

(acd) To rezone the following described property at 3805 JEFFERSON AVE SE (parcel number 41-18-19-103-058) from R-3 Residential District to R-2 Residential District:

LOT 29 * NIXON PLAT

(ace) To rezone the following described property at 3809 JEFFERSON AVE SE (parcel number 41-18-19-103-059) from R-3 Residential District to R-2 Residential District:

LOT 30 * NIXON PLAT

(acf) To rezone the following described property at 201 HIMES ST SE (parcel number 41-18-19-126-016) from R-3 Residential District to R-2 Residential District:

LOT 1 BLK 14. SOUTH LAWN PARK

(acg) To rezone the following described property at 205 HIMES ST SE (parcel number 41-18-19-126-017) from R-3 Residential District to R-2 Residential District:

LOT 2 BLK 14. SOUTH LAWN PARK

(ach) To rezone the following described property at 211 AND 213 HIMES ST SE (parcel number 41-18-19-126-018) from R-3 Residential District to R-2 Residential District:

LOTS 3 & 4 BLK 14. SOUTH LAWN PARK

(aci) To rezone the following described property at 235 HIMES ST SE (parcel number 41-18-19-126-022) from R-3 Residential District to R-2 Residential District:

LOT 9 BLK 14. SOUTH LAWN PARK

(acj) To rezone the following described property at 239 HIMES ST SE (parcel number 41-18-19-126-023) from R-3 Residential District to R-2 Residential District:

LOT 10 BLK 14. SOUTH LAWN PARK

(ack) To rezone the following described property at 243 HIMES ST SE (parcel number 41-18-19-126-024) from R-3 Residential District to R-2 Residential District:

LOT 11 BLK 14. SOUTH LAWN PARK

(acl) To rezone the following described property at 247 HIMES ST SE (parcel number 41-18-19-126-025) from R-3 Residential District to R-2 Residential District:

LOT 12 BLK 14. SOUTH LAWN PARK

(acm) To rezone the following described property at 251 HIMES ST SE (parcel number 41-18-19-126-026) from R-3 Residential District to R-2 Residential District:

LOTS 13 & 14 BLK 14. SOUTH LAWN PARK

(acn) To rezone the following described property at 321 HIMES ST SE (parcel number 41-18-19-126-032) from R-3 Residential District to R-2 Residential District:

LOT 20 BLK 14. SOUTH LAWN PARK

(aco) To rezone the following described property at 323 HIMES ST SE (parcel number 41-18-19-126-033) from R-3 Residential District to R-2 Residential District:

LOT 21 BLK 14. SOUTH LAWN PARK

(acp) To rezone the following described property at 361 HIMES ST SE (parcel number 41-18-19-126-040) from R-3 Residential District to R-2 Residential District:

LOT 29 & W 1/2 OF LOT 30 BLK 14. SOUTH LAWN PARK

(acq) To rezone the following described property at 367 HIMES ST SE (parcel number 41-18-19-126-041) from R-3 Residential District to R-2 Residential District:

LOT 31 & E 1/2 OF LOT 30 BLK 14. SOUTH LAWN PARK

(acr) To rezone the following described property at 335 HIMES ST SE (parcel number 41-18-19-126-045) from R-3 Residential District to R-2 Residential District:

LOTS 22 23 & 24 BLK 14. SOUTH LAWN PARK

(acs) To rezone the following described property at 347 HIMES ST SE (parcel number 41-18-19-126-047) from R-3 Residential District to R-2 Residential District:

LOTS 25 26 & W 1/2 OF LOT 27 BLK 14. SOUTH LAWN PARK

(act) To rezone the following described property at 355 HIMES ST SE (parcel number 41-18-19-126-048) from R-3 Residential District to R-2 Residential District:

LOT 28 & E 1/2 OF LOT 27 BLK 14. SOUTH LAWN PARK

(acu) To rezone the following described property at 313 HIMES ST SE (parcel number 41-18-19-126-049) from R-3 Residential District to R-2 Residential District:

LOTS 15 16 & 17 BLK 14. SOUTH LAWN PARK

(acv) To rezone the following described property at 233 HIMES ST SE (parcel number 41-18-19-126-054) from R-3 Residential District to R-2 Residential District:

LOT 8 BLK 14. SOUTH LAWN PARK

(acw) To rezone the following described property at 319 HIMES ST SE (parcel number 41-18-19-126-062) from R-3 Residential District to R-2 Residential District:

LOTS 18 & 19 BLK 14 * SOUTH LAWN PARK

(acx) To rezone the following described property at 221 HIMES ST SE (parcel number 41-18-19-126-065) from R-3 Residential District to R-2 Residential District:

LOTS 5 & 6 BLK 14 ALSO W 1/2 OF 7 BLK 14 * SOUTH LAWN PARK Split on 06/08/2017 with 41-18-19-126-064 into 41-18-19-126-065;

(acy) To rezone the following described property at 38 HIMES ST SE (parcel number 41-18-19-151-005) from R-3 Residential District to R-2 Residential District:

LOT 12 BLK 2. SOUTH LAWN PARK

(acz) To rezone the following described property at 42 HIMES ST SE (parcel number 41-18-19-151-006) from R-3 Residential District to R-2 Residential District:

LOT 13 BLK 2 * SOUTH LAWN PARK

(ada) To rezone the following described property at 104 AND 106 HIMES ST SE (parcel number 41-18-19-151-008) from R-3 Residential District to R-2 Residential District:

LOTS 15 & 16 BLK 2. SOUTH LAWN PARK

(adb) To rezone the following described property at 120 HIMES ST SE (parcel number 41-18-19-151-011) from R-3 Residential District to R-2 Residential District:

LOT 19 BLK 2. SOUTH LAWN PARK

(adc) To rezone the following described property at 124 HIMES ST SE (parcel number 41-18-19-151-012) from R-3 Residential District to R-2 Residential District:

LOT 20 BLK 2. SOUTH LAWN PARK

(add) To rezone the following described property at 140 HIMES ST SE (parcel number 41-18-19-151-015) from R-3 Residential District to R-2 Residential District:

LOTS 24 & 25 BLK 2. SOUTH LAWN PARK

(ade) To rezone the following described property at 148 HIMES ST SE (parcel number 41-18-19-151-016) from R-3 Residential District to R-2 Residential District:

LOT 26 BLK 2. SOUTH LAWN PARK

(adf) To rezone the following described property at 152 HIMES ST SE (parcel number 41-18-19-151-017) from R-3 Residential District to R-2 Residential District:

LOT 27 BLK 2. SOUTH LAWN PARK

(adg) To rezone the following described property at 3835 JEFFERSON AVE SE (parcel number 41-18-19-151-018) from R-3 Residential District to R-2 Residential District:

LOTS 28 & 29 BLK 2. SOUTH LAWN PARK

(adh) To rezone the following described property at 37 ABBIE ST SE (parcel number 41-18-19-151-019) from R-3 Residential District to R-2 Residential District:

LOT 47 BLK 2. SOUTH LAWN PARK

(adi) To rezone the following described property at 45 ABBIE ST SE (parcel number 41-18-19-151-020) from R-3 Residential District to R-2 Residential District:

LOT 46 BLK 2. SOUTH LAWN PARK

(adj) To rezone the following described property at 107 ABBIE ST SE (parcel number 41-18-19-151-022) from R-3 Residential District to R-2 Residential District:

LOT 44 BLK 2. SOUTH LAWN PARK

(adk) To rezone the following described property at 111 ABBIE ST SE (parcel number 41-18-19-151-023) from R-3 Residential District to R-2 Residential District:

LOT 42 EX E 8 FT ALSO LOT 43 BLK 2. SOUTH LAWN PARK

(adl) To rezone the following described property at 113 ABBIE ST SE (parcel number 41-18-19-151-024) from R-3 Residential District to R-2 Residential District:

LOT 41 & E 8 FT OF LOT 42 BLK 2. SOUTH LAWN PARK

(adm) To rezone the following described property at 121 AND 123 ABBIE ST SE (parcel number 41-18-19-151-025) from R-3 Residential District to R-2 Residential District:

LOTS 39 & 40 BLK 2. SOUTH LAWN PARK

(adn) To rezone the following described property at 127 ABBIE ST SE (parcel number 41-18-19-151-026) from R-3 Residential District to R-2 Residential District:

LOT 38 BLK 2 * SOUTH LAWN PARK

(ado) To rezone the following described property at 135 ABBIE ST SE (parcel number 41-18-19-151-027) from R-3 Residential District to R-2 Residential District:

LOTS 36 & 37 BLK 2 * SOUTH LAWN PARK

(adp) To rezone the following described property at 139 ABBIE ST SE (parcel number 41-18-19-151-028) from R-3 Residential District to R-2 Residential District:

LOTS 34 & 35 BLK 2. SOUTH LAWN PARK

(adq) To rezone the following described property at 147 ABBIE ST SE (parcel number 41-18-19-151-029) from R-3 Residential District to R-2 Residential District:

LOT 33 BLK 2. SOUTH LAWN PARK

(adr) To rezone the following described property at 151 ABBIE ST SE (parcel number 41-18-19-151-030) from R-3 Residential District to R-2 Residential District:

LOT 32 BLK 2. SOUTH LAWN PARK

(ads) To rezone the following described property at 155 ABBIE ST SE (parcel number 41-18-19-151-031) from R-3 Residential District to R-2 Residential District:

LOTS 30 & 31 BLK 2. SOUTH LAWN PARK

(adt) To rezone the following described property at 51 ABBIE ST SE (parcel number 41-18-19-151-039) from R-3 Residential District to R-2 Residential District:

LOT 45 EX N 18 FT BLK 2. SOUTH LAWN PARK

(adu) To rezone the following described property at 46 HIMES ST SE (parcel number 41-18-19-151-040) from R-3 Residential District to R-2 Residential District:

LOT 14 BLK 2 ALSO N 18 FT OF LOT 45 BLK 2 SOUTH LAWN PARK

(adv) To rezone the following described property at 132 HIMES ST SE (parcel number 41-18-19-151-041) from R-3 Residential District to R-2 Residential District:

LOTS 21, 22 & 23 BLK 2 * SOUTH LAWN PARK

(adw) To rezone the following described property at 116 HIMES ST SE (parcel number 41-18-19-151-042) from R-3 Residential District to R-2 Residential District:

LOTS 17 & 18 BLK 2 * SOUTH LAWN PARK SPLIT/COMBINED ON

05/06/2013 FROM 41-18-19-151-010, 41-18-19-151-009;

(adx) To rezone the following described property at 36 ABBIE ST SE (parcel number 41-18-19-152-008) from R-3 Residential District to R-2 Residential District:

LOT 12 BLK 3. SOUTH LAWN PARK

(ady) To rezone the following described property at 46 ABBIE ST SE (parcel number 41-18-19-152-009) from R-3 Residential District to R-2 Residential District:

LOTS 13 14 & 15 BLK 3. SOUTH LAWN PARK

(adz) To rezone the following described property at 108 ABBIE ST SE (parcel number 41-18-19-152-010) from R-3 Residential District to R-2 Residential District:

LOT 16 BLK 3. SOUTH LAWN PARK

(aea) To rezone the following described property at 120 ABBIE ST SE (parcel number 41-18-19-152-013) from R-3 Residential District to R-2 Residential District:

LOT 19 BLK 3. SOUTH LAWN PARK

(aeb) To rezone the following described property at 124 ABBIE ST SE (parcel number 41-18-19-152-014) from R-3 Residential District to R-2 Residential District:

LOT 20 BLK 3. SOUTH LAWN PARK

(aec) To rezone the following described property at 128 ABBIE ST SE (parcel number 41-18-19-152-015) from R-3 Residential District to R-2 Residential District:

LOT 21 BLK 3. SOUTH LAWN PARK

(aed) To rezone the following described property at 160 ABBIE ST SE (parcel number 41-18-19-152-023) from R-3 Residential District to R-2 Residential District:

LOT 29 BLK 3. SOUTH LAWN PARK

(aee) To rezone the following described property at 31 WALTER ST SE (parcel number 41-18-19-152-027) from R-3 Residential District to R-2 Residential District:

LOT 48 BLK 3. SOUTH LAWN PARK

(aef) To rezone the following described property at 37 WALTER ST SE (parcel number 41-18-19-152-028) from R-3 Residential District to R-2 Residential District:

LOT 47 BLK 3. SOUTH LAWN PARK

(aeg) To rezone the following described property at 99 WALTER ST SE (parcel number 41-18-19-152-029) from R-3 Residential District to R-2 Residential District:

LOT 46 BLK 3. SOUTH LAWN PARK

(aeh) To rezone the following described property at 119 WALTER ST SE (parcel number 41-18-19-152-033) from R-3 Residential District to R-2 Residential District:

LOTS 40 & 41 BLK 3. SOUTH LAWN PARK

(aei) To rezone the following described property at 125 WALTER ST SE (parcel number 41-18-19-152-034) from R-3 Residential District to R-2 Residential District:

LOTS 38 & 39 BLK 3. SOUTH LAWN PARK

(aej) To rezone the following described property at 139 WALTER ST SE (parcel number 41-18-19-152-037) from R-3 Residential District to R-2 Residential District:

LOT 35 BLK 3. SOUTH LAWN PARK

(aek) To rezone the following described property at 143 WALTER ST SE (parcel number 41-18-19-152-038) from R-3 Residential District to R-2 Residential District:

LOT 34 BLK 3. SOUTH LAWN PARK

(ael) To rezone the following described property at 147 WALTER ST SE (parcel number 41-18-19-152-039) from R-3 Residential District to R-2 Residential District:

LOTS 32 & 33 BLK 3. SOUTH LAWN PARK

(aem) To rezone the following described property at 155 WALTER ST SE (parcel number 41-18-19-152-040) from R-3 Residential District to R-2 Residential District:

LOT 31 BLK 3. SOUTH LAWN PARK

(aen) To rezone the following described property at 159 WALTER ST SE (parcel number 41-18-19-152-041) from R-3 Residential District to R-2 Residential District:

LOT 30 BLK 3. SOUTH LAWN PARK

(aeo) To rezone the following described property at 116 ABBIE ST SE (parcel number 41-18-19-152-042) from R-3 Residential District to R-2 Residential District:

LOTS 17 & 18 BLK 3. SOUTH LAWN PARK

(aep) To rezone the following described property at 103 WALTER ST SE (parcel number 41-18-19-152-050) from R-3 Residential District to R-2 Residential District:

LOT 43 BLK 3 EX COM AT SW COR THEREOF TH W ALONG S LOT LINE 31.0 FT TH N TO A PT 25.0 FT W ALONG N LOT LINE FROM NE COR OF LOT 43 TH E TO NE COR OF LOT 43 TH S TO BEG * ALSO LOTS 44 & 45 BLK 3 * SOUTH LAWN PARK

(aeq) To rezone the following described property at 111 WALTER ST SE (parcel number 41-18-19-152-051) from R-3 Residential District to R-2 Residential District:

LOT 42 BLK 3 ALSO PART OF LOT 43 BLK 3 COM AT SW COR THEREOF TH W ALONG S LOT LINE 31.0 FT TH N TO A PT 25.0 FT W ALONG N LOT LINE FROM NE COR OF LOT 43 TH E TO NE COR OF LOT 43 TH S TO BEG * SOUTH LAWN PARK

(aer) To rezone the following described property at 136 ABBIE ST SE (parcel number 41-18-19-152-052) from R-3 Residential District to R-2 Residential District:

LOTS 22, 23 ALSO LOT 24 EX E 13.0 FT BLK 3 * SOUTH LAWN PARK

(aes) To rezone the following described property at 148 ABBIE ST SE (parcel number 41-18-19-152-053) from R-3 Residential District to R-2 Residential District:

LOT 26 BLK 3 ALSO W 1/2 OF LOT 27 BLK 3 * SOUTH LAWN PARK

(aet) To rezone the following described property at 156 ABBIE ST SE (parcel number 41-18-19-152-054) from R-3 Residential District to R-2 Residential District:

LOT 28 BLK 3 ALSO E 1/2 OF LOT 27 BLK 3 * SOUTH LAWN PARK

(aeu) To rezone the following described property at 144 ABBIE ST SE (parcel number 41-18-19-152-055) from R-3 Residential District to R-2 Residential District:

E 13 FT OF LOT 24 & LOT 25 BLK 3 * SOUTH LAWN PARK SPLIT/COMBINED ON 08/27/2014 FROM 41-18-19-152-048, 41-18-19-152-047;

(aev) To rezone the following described property at 131 WALTER ST SE (parcel number 41-18-19-152-056) from R-3 Residential District to R-2 Residential District:

LOTS 36 & 37 BLK 3 * SOUTH LAWN PARK SPLIT/COMBINED ON 06/29/2018 FROM 41-18-19-152-035, 41-18-19-152-036;

(aew) To rezone the following described property at 40 WALTER ST SE (parcel number 41-18-19-153-006) from R-3 Residential District to R-2 Residential District:

LOT 12 BLK 4. SOUTH LAWN PARK

(aex) To rezone the following described property at 42 WALTER ST SE (parcel number 41-18-19-153-007) from R-3 Residential District to R-2 Residential District:

LOT 13 BLK 4. SOUTH LAWN PARK

(aey) To rezone the following described property at 46 WALTER ST SE (parcel number 41-18-19-153-008) from R-3 Residential District to R-2 Residential District:

LOT 14 BLK 4. SOUTH LAWN PARK

(aez) To rezone the following described property at 50 WALTER ST SE (parcel number 41-18-19-153-009) from R-3 Residential District to R-2 Residential District:

LOT 15 & W 1/2 OF LOT 16 BLK 4. SOUTH LAWN PARK

(afa) To rezone the following described property at 112 WALTER ST SE (parcel number 41-18-19-153-010) from R-3 Residential District to R-2 Residential District:

LOT 17 & E 1/2 OF LOT 16 BLK 4. SOUTH LAWN PARK

(afb) To rezone the following described property at 116 WALTER ST SE (parcel number 41-18-19-153-011) from R-3 Residential District to R-2 Residential District:

LOT 18 BLK 4. SOUTH LAWN PARK

(afc) To rezone the following described property at 134 WALTER ST SE (parcel number 41-18-19-153-016) from R-3 Residential District to R-2 Residential District:

LOT 23 BLK 4. SOUTH LAWN PARK

(afd) To rezone the following described property at 136 WALTER ST SE (parcel number 41-18-19-153-017) from R-3 Residential District to R-2 Residential District:

LOT 24 BLK 4 * SOUTH LAWN PARK

(afe) To rezone the following described property at 158 WALTER ST SE (parcel number 41-18-19-153-020) from R-3 Residential District to R-2 Residential District:

LOTS 28 & 29 BLK 4. SOUTH LAWN PARK

(aff) To rezone the following described property at 35 JANET ST SE (parcel number 41-18-19-153-025) from R-3 Residential District to R-2 Residential District:

LOT 47 & W 4 FT OF LOT 46 BLK 4. SOUTH LAWN PARK

(afg) To rezone the following described property at 39 JANET ST SE (parcel number 41-18-19-153-026) from R-3 Residential District to R-2 Residential District:

LOTS 45 & 46 EX W 4 FT OF LOT 46 BLK 4. SOUTH LAWN PARK

(afh) To rezone the following described property at 51 JANET ST SE (parcel number 41-18-19-153-027) from R-3 Residential District to R-2 Residential District:

LOT 44 BLK 4. SOUTH LAWN PARK

(afi) To rezone the following described property at 107 JANET ST SE (parcel number 41-18-19-153-028) from R-3 Residential District to R-2 Residential District:

LOT 43 BLK 4. SOUTH LAWN PARK

(afj) To rezone the following described property at 111 JANET ST SE (parcel number 41-18-19-153-029) from R-3 Residential District to R-2 Residential District:

LOT 42 & W 1/2 OF LOT 41 BLK 4. SOUTH LAWN PARK

(afk) To rezone the following described property at 131 JANET ST SE (parcel number 41-18-19-153-033) from R-3 Residential District to R-2 Residential District:

LOT 37 BLK 4. SOUTH LAWN PARK

(afl) To rezone the following described property at 135 JANET ST SE (parcel number 41-18-19-153-034) from R-3 Residential District to R-2 Residential District:

LOT 36 BLK 4. SOUTH LAWN PARK

(afm) To rezone the following described property at 139 JANET ST SE (parcel number 41-18-19-153-035) from R-3 Residential District to R-2 Residential District:

LOT 35 BLK 4. SOUTH LAWN PARK

(afn) To rezone the following described property at 147 JANET ST SE (parcel number 41-18-19-153-037) from R-3 Residential District to R-2 Residential District:

LOT 32 ALSO E 1/2 OF LOT 33 BLK 4 * SOUTH LAWN PARK

(afo) To rezone the following described property at 3957 JEFFERSON AVE SE (parcel number 41-18-19-153-038) from R-3 Residential District to R-2 Residential District:

LOTS 30 & 31 BLK 4. SOUTH LAWN PARK

(afp) To rezone the following described property at 117 JANET ST SE (parcel number 41-18-19-153-040) from R-3 Residential District to R-2 Residential District:

LOT 40 EX E 14 FT BLK 4 ALSO E 1/2 OF LOT 41 BLK 4. SOUTH LAWN PARK

(afq) To rezone the following described property at 123 JANET ST SE (parcel number 41-18-19-153-041) from R-3 Residential District to R-2 Residential District:

LOT 39 EX E 7 FT BLK 4 ALSO E 14 FT OF LOT 40 BLK 4. SOUTH LAWN PARK

(afr) To rezone the following described property at 127 JANET ST SE (parcel number 41-18-19-153-042) from R-3 Residential District to R-2 Residential District:

LOT 38 BLK 4 ALSO E 7 FT OF LOT 39 BLK 4 SOUTH LAWN PARK

(afs) To rezone the following described property at 138 WALTER ST SE (parcel number 41-18-19-153-046) from R-3 Residential District to R-2 Residential District:

LOT 25 BLK 4 ALSO LOT 26 BLK 4 EX E 20 FT & EX S 60 FT OF REMAINDER ALSO S 60 FT OF LOT 26 BLK 4 EX E 35 FT * SOUTH LAWN PARK

(aft) To rezone the following described property at 120 WALTER ST SE (parcel number 41-18-19-153-048) from R-3 Residential District to R-2 Residential District:

LOTS 19 & 20 BLK 4 * SOUTH LAWN PARK

(afu) To rezone the following described property at 132 WALTER ST SE (parcel number 41-18-19-153-052) from R-3 Residential District to R-2 Residential District:

LOTS 21 & 22 BLK 4 * SOUTH LAWN PARK SPLIT ON 07/07/2010 FROM 41-18-19-153-015, 41-18-19-153-014;

(afv) To rezone the following described property at 146 WALTER ST SE (parcel number 41-18-19-153-053) from R-3 Residential District to R-2 Residential District:

N 73 FT OF E 20 FT OF LOT 26 BLK 4 ALSO S 60 FT OF E 35 FT OF LOT 26 BLK 4 & LOT 27 BLK 4 * SOUTH LAWN PARK SPLIT/COMBINED ON 08/28/2014 FROM 41-18-19-153-019, 41-18-19-153-049 INTO 41-18-19-153-053, 41-18-19-153-054;

(afw) To rezone the following described property at 143 JANET ST SE (parcel number 41-18-19-153-054) from R-3 Residential District to R-2 Residential District:

LOT 34 BLK 4 ALSO W 1/2 LOT 33 BLK 4 * SOUTH LAWN PARK SPLIT/COMBINED ON 08/28/2014 FROM 41-18-19-153-019, 41-18-19-153-049 INTO 41-18-19-153-053, 41-18-19-153-054;

(afx) To rezone the following described property at 28 JANET ST SE (parcel number 41-18-19-154-006) from R-3 Residential District to R-2 Residential District:

LOTS 10 & 11 BLK 5. SOUTH LAWN PARK

(afy) To rezone the following described property at 36 JANET ST SE (parcel number 41-18-19-154-007) from R-3 Residential District to R-2 Residential District:

LOT 12 BLK 5. SOUTH LAWN PARK

(afz) To rezone the following described property at 38 JANET ST SE (parcel number 41-18-19-154-008) from R-3 Residential District to R-2 Residential District:

LOT 13 BLK 5. SOUTH LAWN PARK

(aga) To rezone the following described property at 40 JANET ST SE (parcel number 41-18-19-154-009) from R-3 Residential District to R-2 Residential District:

LOT 14 BLK 5 * SOUTH LAWN PARK

(agb) To rezone the following described property at 112 JANET ST SE (parcel number 41-18-19-154-010) from R-3 Residential District to R-2 Residential District:

LOTS 15 & 16 BLK 5. SOUTH LAWN PARK

(agc) To rezone the following described property at 114 JANET ST SE (parcel number 41-18-19-154-011) from R-3 Residential District to R-2 Residential District:

LOT 17 ALSO LOT 18 EX E 10 FT BLK 5. SOUTH

(agd) To rezone the following described property at 120 JANET ST SE (parcel number 41-18-19-154-012) from R-3 Residential District to R-2 Residential District:

LOT 19 ALSO E 10 FT OF LOT 18 BLK 5. SOUTH LAWN PARK

(age) To rezone the following described property at 124 JANET ST SE (parcel number 41-18-19-154-013) from R-3 Residential District to R-2 Residential District:

LOTS 20 & 21 BLK 5. SOUTH LAWN PARK

(agf) To rezone the following described property at 132 JANET ST SE (parcel number 41-18-19-154-014) from R-3 Residential District to R-2 Residential District:

LOT 22 BLK 5. SOUTH LAWN PARK

(agg) To rezone the following described property at 136 JANET ST SE (parcel number 41-18-19-154-015) from R-3 Residential District to R-2 Residential District:

LOT 23 BLK 5. SOUTH LAWN PARK

(agh) To rezone the following described property at 140 JANET ST SE (parcel number 41-18-19-154-016) from R-3 Residential District to R-2 Residential District:

LOT 24 BLK 5. SOUTH LAWN PARK

(agi) To rezone the following described property at 144 JANET ST SE (parcel number 41-18-19-154-017) from R-3 Residential District to R-2 Residential District:

LOT 25 & W 1/2 OF LOT 26 BLK 5. SOUTH LAWN PARK

(agj) To rezone the following described property at 152 JANET ST SE (parcel number 41-18-19-154-018) from R-3 Residential District to R-2 Residential District:

LOT 27 & E 1/2 OF LOT 26 BLK 5. SOUTH LAWN PARK

(agk) To rezone the following described property at 156 JANET ST SE (parcel number 41-18-19-154-021) from R-3 Residential District to R-2 Residential District:

LOTS 28 & 29 BLK 5 * SOUTH LAWN PARK

(agl) To rezone the following described property at 212 HIMES ST SE (parcel number 41-18-19-176-003) from R-3 Residential District to R-2 Residential District:

LOT 3 BLK 13. SOUTH LAWN PARK

(agm) To rezone the following described property at 214 HIMES ST SE (parcel number 41-18-19-176-004) from R-3 Residential District to R-2 Residential District:

LOT 4 BLK 13. SOUTH LAWN PARK

(agn) To rezone the following described property at 236 HIMES ST SE (parcel number 41-18-19-176-009) from R-3 Residential District to R-2 Residential District:

LOT 9 BLK 13. SOUTH LAWN PARK

(ago) To rezone the following described property at 240 HIMES ST SE (parcel number 41-18-19-176-010) from R-3 Residential District to R-2 Residential District:

LOT 10 BLK 13. SOUTH LAWN PARK

(agp) To rezone the following described property at 244 HIMES ST SE (parcel number 41-18-19-176-011) from R-3 Residential District to R-2 Residential District:

LOT 11 BLK 13. SOUTH LAWN PARK

(agq) To rezone the following described property at 248 HIMES ST SE (parcel number 41-18-19-176-012) from R-3 Residential District to R-2 Residential District:

LOT 12 BLK 13. SOUTH LAWN PARK

(agr) To rezone the following described property at 252 HIMES ST SE (parcel number 41-18-19-176-013) from R-3 Residential District to R-2 Residential District:

LOT 13 BLK 13. SOUTH LAWN PARK

(ags) To rezone the following described property at 304 HIMES ST SE (parcel number 41-18-19-176-014) from R-3 Residential District to R-2 Residential District:

LOTS 14 & 15 BLK 13. SOUTH LAWN PARK

(agt) To rezone the following described property at 316 HIMES ST SE (parcel number 41-18-19-176-017) from R-3 Residential District to R-2 Residential District:

LOT 18 BLK 13. SOUTH LAWN PARK

(agu) To rezone the following described property at 336 HIMES ST SE (parcel number 41-18-19-176-022) from R-3 Residential District to R-2 Residential District:

LOTS 23 & 24 BLK 13. SOUTH LAWN PARK

(agv) To rezone the following described property at 344 HIMES ST SE (parcel number 41-18-19-176-023) from R-3 Residential District to R-2 Residential District:

LOT 25 BLK 13. SOUTH LAWN PARK

(agw) To rezone the following described property at 348 HIMES ST SE (parcel number 41-18-19-176-024) from R-3 Residential District to R-2 Residential District:

LOT 26 BLK 13. SOUTH LAWN PARK

(agx) To rezone the following described property at 352 HIMES ST SE (parcel number 41-18-19-176-025) from R-3 Residential District to R-2 Residential District:

LOT 27 BLK 13. SOUTH LAWN PARK

(agy) To rezone the following described property at 356 HIMES ST SE (parcel number 41-18-19-176-026) from R-3 Residential District to R-2 Residential District:

LOT 28 BLK 13. SOUTH LAWN PARK

(agz) To rezone the following described property at 362 HIMES ST SE (parcel number 41-18-19-176-027) from R-3 Residential District to R-2 Residential District:

LOTS 29 & 30 BLK 13. SOUTH LAWN PARK

(aha) To rezone the following described property at 3811 AND 3813 MADISON AVE SE (parcel number 41-18-19-176-028) from R-3 Residential District to R-2 Residential District:

LOTS 31 & 32 BLK 13. SOUTH LAWN PARK

(ahb) To rezone the following described property at 211 ABBIE ST SE (parcel number 41-18-19-176-031) from R-3 Residential District to R-2 Residential District:

LOT 62 BLK 13 * SOUTH LAWN PARK

(ahc) To rezone the following described property at 223 ABBIE ST SE (parcel number 41-18-19-176-033) from R-3 Residential District to R-2 Residential District:

LOT 59 BLK 13. SOUTH LAWN PARK

(ahd) To rezone the following described property at 227 ABBIE ST SE (parcel number 41-18-19-176-034) from R-3 Residential District to R-2 Residential District:

LOT 58 BLK 13. SOUTH LAWN PARK

(ahe) To rezone the following described property at 233 ABBIE ST SE (parcel number 41-18-19-176-035) from R-3 Residential District to R-2 Residential District:

LOT 57 BLK 13. SOUTH LAWN PARK

(ahf) To rezone the following described property at 243 ABBIE ST SE (parcel number 41-18-19-176-036) from R-3 Residential District to R-2 Residential District:

LOT 56 BLK 13. SOUTH LAWN PARK

(ahg) To rezone the following described property at 249 ABBIE ST SE (parcel number 41-18-19-176-039) from R-3 Residential District to R-2 Residential District:

LOT 53 BLK 13. SOUTH LAWN PARK

(ahh) To rezone the following described property at 251 ABBIE ST SE (parcel number 41-18-19-176-040) from R-3 Residential District to R-2 Residential District:

LOT 52 BLK 13. SOUTH LAWN PARK

(ahi) To rezone the following described property at 255 ABBIE ST SE (parcel number 41-18-19-176-041) from R-3 Residential District to R-2 Residential District:

LOT 51 BLK 13. SOUTH LAWN PARK

(ahj) To rezone the following described property at 303 ABBIE ST SE (parcel number 41-18-19-176-042) from R-3 Residential District to R-2 Residential District:

LOT 50 BLK 13. SOUTH LAWN PARK

(ahk) To rezone the following described property at 305 ABBIE ST SE (parcel number 41-18-19-176-043) from R-3 Residential District to R-2 Residential District:

LOT 49 BLK 13. SOUTH LAWN PARK

(ahl) To rezone the following described property at 309 ABBIE ST SE (parcel number 41-18-19-176-044) from R-3 Residential District to R-2 Residential District:

LOT 48 BLK 13. SOUTH LAWN PARK

(ahm) To rezone the following described property at 315 ABBIE ST SE (parcel number 41-18-19-176-045) from R-3 Residential District to R-2 Residential District:

LOTS 46 & 47 BLK 13. SOUTH LAWN PARK

(ahn) To rezone the following described property at 323 ABBIE ST SE (parcel number 41-18-19-176-046) from R-3 Residential District to R-2 Residential District:

LOT 45 BLK 13. SOUTH LAWN PARK

(aho) To rezone the following described property at 351 ABBIE ST SE (parcel number 41-18-19-176-053) from R-3 Residential District to R-2 Residential District:

LOT 38 BLK 13. SOUTH LAWN PARK

(ahp) To rezone the following described property at 355 ABBIE ST SE (parcel number 41-18-19-176-054) from R-3 Residential District to R-2 Residential District:

LOT 37 BLK 13. SOUTH LAWN PARK

(ahq) To rezone the following described property at 365 ABBIE ST SE (parcel number 41-18-19-176-055) from R-3 Residential District to R-2 Residential District:

LOTS 35 & 36 BLK 13. SOUTH LAWN PARK

(ahr) To rezone the following described property at 367 ABBIE ST SE (parcel number 41-18-19-176-056) from R-3 Residential District to R-2 Residential District:

LOTS 33 & 34 BLOCK 13 * SOUTH LAWN PARK

(ahs) To rezone the following described property at 343 ABBIE ST SE (parcel number 41-18-19-176-057) from R-3 Residential District to R-2 Residential District:

LOTS 39 & 40 BLK 13. SOUTH LAWN PARK

(aht) To rezone the following described property at 314 HIMES ST SE (parcel number 41-18-19-176-058) from R-3 Residential District to R-2 Residential District:

LOTS 16 & 17 BLK 13. SOUTH LAWN PARK

(ahu) To rezone the following described property at 215 ABBIE ST SE (parcel number 41-18-19-176-059) from R-3 Residential District to R-2 Residential District:

LOT 61 BLK 13. SOUTH LAWN PARK

(ahv) To rezone the following described property at 219 ABBIE ST SE (parcel number 41-18-19-176-060) from R-3 Residential District to R-2 Residential District:

LOT 60 BLK 13. SOUTH LAWN PARK

(ahw) To rezone the following described property at 324 HIMES ST SE (parcel number 41-18-19-176-061) from R-3 Residential District to R-2 Residential District:

LOTS 19 20 21 & 22 BLK 13. SOUTH LAWN PARK

(ahx) To rezone the following described property at 3820 AND 3822 JEFFERSON AVE SE (parcel number 41-18-19-176-062) from R-3 Residential District to R-2 Residential District:

LOT 1 & 2 BLK 13. SOUTH LAWN PARK

(ahy) To rezone the following described property at 224 HIMES ST SE (parcel number 41-18-19-176-063) from R-3 Residential District to R-2 Residential District:

LOTS 5 & 6 BLK 13. SOUTH LAWN PARK

(ahz) To rezone the following described property at 201 ABBIE ST SE (parcel number 41-18-19-176-064) from R-3 Residential District to R-2 Residential District:

LOTS 63 & 64 BLK 13. SOUTH LAWN PARK

(aia) To rezone the following described property at 327 AND 331 ABBIE ST SE (parcel number 41-18-19-176-065) from R-3 Residential District to R-2 Residential District:

LOTS 43 & 44 BLK 13. SOUTH LAWN PARK

(aib) To rezone the following described property at 247 ABBIE ST SE (parcel number 41-18-19-176-066) from R-3 Residential District to R-2 Residential District:

LOTS 54 & 55 BLOCK 13 * SOUTH LAWN PARK (S/92 FROM 037/038)

(aic) To rezone the following described property at 335 ABBIE ST SE (parcel number 41-18-19-176-067) from R-3 Residential District to R-2 Residential District:

LOTS 41 & 42 BLOCK 13 * SOUTH LAWN PARK

(aid) To rezone the following described property at 232 HIMES ST SE (parcel number 41-18-19-176-068) from R-3 Residential District to R-2 Residential District:

LOTS 7 & 8 BLOCK 13 * SOUTH LAWN PARK SPLIT/COMBINED ON 10/05/2012 FROM 41-18-19-176-008, 41-18-19-176-007;

(aie) To rezone the following described property at 3880 JEFFERSON AVE SE (parcel number 41-18-19-177-001) from R-3 Residential District to R-2 Residential District:

LOTS 1 2 & 3 BLK 12. SOUTH LAWN PARK

(aif) To rezone the following described property at 216 ABBIE ST SE (parcel number 41-18-19-177-002) from R-3 Residential District to R-2 Residential District:

LOT 4 BLK 12. SOUTH LAWN PARK

(aig) To rezone the following described property at 218 ABBIE ST SE (parcel number 41-18-19-177-003) from R-3 Residential District to R-2 Residential District:

LOT 5 BLOCK 12 * SOUTH LAWN PARK

(aih) To rezone the following described property at 232 ABBIE ST SE (parcel number 41-18-19-177-006) from R-3 Residential District to R-2 Residential District:

LOT 8 BLOCK 12 * SOUTH LAWN PARK

(aii) To rezone the following described property at 238 ABBIE ST SE (parcel number 41-18-19-177-007) from R-3 Residential District to R-2 Residential District:

LOT 9 BLK 12. SOUTH LAWN PARK

(aij) To rezone the following described property at 242 ABBIE ST SE (parcel number 41-18-19-177-008) from R-3 Residential District to R-2 Residential District:

LOT 10 BLK 12. SOUTH LAWN PARK

(aik) To rezone the following described property at 252 ABBIE ST SE (parcel number 41-18-19-177-012) from R-3 Residential District to R-2 Residential District:

LOT 14 BLK 12. SOUTH LAWN PARK

(ail) To rezone the following described property at 310 ABBIE ST SE (parcel number 41-18-19-177-015) from R-3 Residential District to R-2 Residential District:

LOT 17 BLK 12. SOUTH LAWN PARK

(aim) To rezone the following described property at 326 ABBIE ST SE (parcel number 41-18-19-177-018) from R-3 Residential District to R-2 Residential District:

LOT 20 ALSO W 1/2 OF LOT 21 BLK 12 * SOUTH LAWN PARK

(ain) To rezone the following described property at 332 ABBIE ST SE (parcel number 41-18-19-177-019) from R-3 Residential District to R-2 Residential District:

LOT 22 & E 1/2 OF LOT 21 BLK 12. SOUTH LAWN PARK

(aio) To rezone the following described property at 336 ABBIE ST SE (parcel number 41-18-19-177-020) from R-3 Residential District to R-2 Residential District:

LOT 23 BLK 12. SOUTH LAWN PARK

(aip) To rezone the following described property at 338 ABBIE ST SE (parcel number 41-18-19-177-021) from R-3 Residential District to R-2 Residential District:

LOT 24 BLK 12. SOUTH LAWN PARK

(aiq) To rezone the following described property at 344 ABBIE ST SE (parcel number 41-18-19-177-022) from R-3 Residential District to R-2 Residential District:

LOT 25 & W 1/2 OF LOT 26 BLK 12. SOUTH LAWN PARK

(air) To rezone the following described property at 350 AND 352 ABBIE ST SE (parcel number 41-18-19-177-023) from R-3 Residential District to R-2 Residential District:

LOT 27 & E 1/2 OF LOT 26 BLK 12. SOUTH LAWN PARK

(ais) To rezone the following described property at 356 ABBIE ST SE (parcel number 41-18-19-177-024) from R-3 Residential District to R-2 Residential District:

LOT 28 BLK 12. SOUTH LAWN PARK

(ait) To rezone the following described property at 360 ABBIE ST SE (parcel number 41-18-19-177-025) from R-3 Residential District to R-2 Residential District:

LOT 29 BLK 12. SOUTH LAWN PARK

(aiu) To rezone the following described property at 366 ABBIE ST SE (parcel number 41-18-19-177-026) from R-3 Residential District to R-2 Residential District:

LOT 30 BLK 12. SOUTH LAWN PARK

(aiv) To rezone the following described property at 209 WALTER ST SE (parcel number 41-18-19-177-031) from R-3 Residential District to R-2 Residential District:

LOT 62 BLK 12. SOUTH LAWN PARK

(aiw) To rezone the following described property at 213 WALTER ST SE (parcel number 41-18-19-177-032) from R-3 Residential District to R-2 Residential District:

LOT 61 BLK 12. SOUTH LAWN PARK

(aix) To rezone the following described property at 219 WALTER ST SE (parcel number 41-18-19-177-033) from R-3 Residential District to R-2 Residential District:

LOT 60 BLK 12. SOUTH LAWN PARK

(aiy) To rezone the following described property at 227 WALTER ST SE (parcel number 41-18-19-177-034) from R-3 Residential District to R-2 Residential District:

LOTS 58 & 59 BLK 12. SOUTH LAWN PARK

(aiz) To rezone the following described property at 233 WALTER ST SE (parcel number 41-18-19-177-035) from R-3 Residential District to R-2 Residential District:

LOT 57 BLK 12. SOUTH LAWN PARK

(aja) To rezone the following described property at 241 WALTER ST SE (parcel number 41-18-19-177-036) from R-3 Residential District to R-2 Residential District:

LOT 56 & W 1/3 OF LOT 55 BLK 12. SOUTH LAWN PARK

(ajb) To rezone the following described property at 243 WALTER ST SE (parcel number 41-18-19-177-037) from R-3 Residential District to R-2 Residential District:

W 2/3 LOT 54 & E 2/3 LOT 55 BLK 12 * SOUTH LAWN PARK

(ajc) To rezone the following described property at 247 WALTER ST SE (parcel number 41-18-19-177-038) from R-3 Residential District to R-2 Residential District:

LOT 53 & E 1/3 OF LOT 54 BLK 12 * SOUTH LAWN PARK

(ajd) To rezone the following described property at 311 WALTER ST SE (parcel number 41-18-19-177-043) from R-3 Residential District to R-2 Residential District:

LOT 48 BLK 12. SOUTH LAWN PARK

(aje) To rezone the following described property at 315 WALTER ST SE (parcel number 41-18-19-177-044) from R-3 Residential District to R-2 Residential District:

LOT 47 BLK 12. SOUTH LAWN PARK

(ajf) To rezone the following described property at 321 WALTER ST SE (parcel number 41-18-19-177-045) from R-3 Residential District to R-2 Residential District:

LOT 46 BLK 12. SOUTH LAWN PARK

(ajg) To rezone the following described property at 323 WALTER ST SE (parcel number 41-18-19-177-046) from R-3 Residential District to R-2 Residential District:

LOT 45 BLK 12. SOUTH LAWN PARK

(ajh) To rezone the following described property at 327 WALTER ST SE (parcel number 41-18-19-177-047) from R-3 Residential District to R-2 Residential District:

LOT 44 BLK 12. SOUTH LAWN PARK

(aji) To rezone the following described property at 331 WALTER ST SE (parcel number 41-18-19-177-048) from R-3 Residential District to R-2 Residential District:

LOT 43 BLK 12. SOUTH LAWN PARK

(ajj) To rezone the following described property at 337 WALTER ST SE (parcel number 41-18-19-177-049) from R-3 Residential District to R-2 Residential District:

LOTS 41 & 42 BLK 12. SOUTH LAWN PARK

(ajk) To rezone the following described property at 259 WALTER ST SE (parcel number 41-18-19-177-055) from R-3 Residential District to R-2 Residential District:

LOTS 49 & 50 BLK 12. SOUTH LAWN PARK

(ajl) To rezone the following described property at 318 AND 320 ABBIE ST SE (parcel number 41-18-19-177-056) from R-3 Residential District to R-2 Residential District:

LOTS 18 & 19 BLK 12. SOUTH LAWN PARK

(ajm) To rezone the following described property at 3891 AND 3893 MADISON AVE SE (parcel number 41-18-19-177-057) from R-3 Residential District to R-2 Residential District:

LOTS 31 & 32 BLK 12. SOUTH LAWN PARK

(ajn) To rezone the following described property at 351 WALTER ST SE (parcel number 41-18-19-177-058) from R-3 Residential District to R-2 Residential District:

LOT 38 & W 10 FT OF LOT 37 BLK 12. SOUTH LAWN PARK

(ajo) To rezone the following described property at 361 WALTER ST SE (parcel number 41-18-19-177-059) from R-3 Residential District to R-2 Residential District:

LOTS 36 & 37 EX W 10 FT OF SD LOT 37 BLK 12. SOUTH LAWN PARK

(ajp) To rezone the following described property at 3913 AND 3915 MADISON AVE SE (parcel number 41-18-19-177-060) from R-3 Residential District to R-2 Residential District:

N 68 FT OF LOTS 33 34 & 35 BLK 12 SOUTH LAWN PARK

(ajq) To rezone the following described property at 3925 MADISON AVE SE (parcel number 41-18-19-177-061) from R-3 Residential District to R-2 Residential District:

LOTS 33 34 & 35 EX N 68 FT BLK 12 SOUTH LAWN PARK

(ajr) To rezone the following described property at 207 WALTER ST SE (parcel number 41-18-19-177-062) from R-3 Residential District to R-2 Residential District:

LOTS 63 & 64 BLK 12. SOUTH LAWN PARK

(ajs) To rezone the following described property at 248 ABBIE ST SE (parcel number 41-18-19-177-064) from R-3 Residential District to R-2 Residential District:

LOTS 11 12 & 13 BLK 12 * SOUTH LAWN PARK

(ajt) To rezone the following described property at 255 WALTER ST SE (parcel number 41-18-19-177-065) from R-3 Residential District to R-2 Residential District:

LOTS 51 & 52 BLK 12 * SOUTH LAWN PARK

(aju) To rezone the following described property at 300 ABBIE ST SE (parcel number 41-18-19-177-066) from R-3 Residential District to R-2 Residential District:

LOTS 15 & 16 BLK 12 * SOUTH LAWN PARK

(ajv) To rezone the following described property at 226 ABBIE ST SE (parcel number 41-18-19-177-067) from R-3 Residential District to R-2 Residential District:

LOT 6 & 7 BLOCK 12 * SOUTH LAWN PARK

(ajw) To rezone the following described property at 347 WALTER ST SE (parcel number 41-18-19-177-068) from R-3 Residential District to R-2 Residential District:

LOTS 39 & 40 BLK 12 * SOUTH LAWN PARK SPLIT/COMBINED ON 10/25/2018 FROM 41-18-19-177-050, 41-18-19-177-051;

(ajx) To rezone the following described property at 200 WALTER ST SE (parcel number 41-18-19-178-001) from R-3 Residential District to R-2 Residential District:

LOT 1 BLK 11. SOUTH LAWN PARK

(ajy) To rezone the following described property at 208 WALTER ST SE (parcel number 41-18-19-178-002) from R-3 Residential District to R-2 Residential District:

LOTS 2 & 3 BLK 11. SOUTH LAWN PARK

(ajz) To rezone the following described property at 214 WALTER ST SE (parcel number 41-18-19-178-003) from R-3 Residential District to R-2 Residential District:

LOTS 4 & 5 BLK 11. SOUTH LAWN PARK

(aka) To rezone the following described property at 226 WALTER ST SE (parcel number 41-18-19-178-004) from R-3 Residential District to R-2 Residential District:

LOTS 6 & 7 BLK 11. SOUTH LAWN PARK

(akb) To rezone the following described property at 232 WALTER ST SE (parcel number 41-18-19-178-005) from R-3 Residential District to R-2 Residential District:

LOT 8 BLK 11. SOUTH LAWN PARK

(akc) To rezone the following described property at 234 WALTER ST SE (parcel number 41-18-19-178-006) from R-3 Residential District to R-2 Residential District:

LOT 9 BLK 11. SOUTH LAWN PARK

(akd) To rezone the following described property at 240 WALTER ST SE (parcel number 41-18-19-178-007) from R-3 Residential District to R-2 Residential District:

LOT 10 BLOCK 11 * SOUTH LAWN PARK

(ake) To rezone the following described property at 244 AND 246 WALTER ST SE (parcel number 41-18-19-178-008) from R-3 Residential District to R-2 Residential District:

LOTS 11 & 12 BLK 11. SOUTH LAWN PARK

(akf) To rezone the following described property at 248 WALTER ST SE (parcel number 41-18-19-178-009) from R-3 Residential District to R-2 Residential District:

LOT 13 BLK 11. SOUTH LAWN PARK

(akg) To rezone the following described property at 250 WALTER ST SE (parcel number 41-18-19-178-010) from R-3 Residential District to R-2 Residential District:

LOTS 14 & 15 BLK 11. SOUTH LAWN PARK

(akh) To rezone the following described property at 280 WALTER ST SE (parcel number 41-18-19-178-011) from R-3 Residential District to R-2 Residential District:

LOT 16 BLK 11. SOUTH LAWN PARK

(aki) To rezone the following described property at 310 WALTER ST SE (parcel number 41-18-19-178-012) from R-3 Residential District to R-2 Residential District:

LOT 17 BLK 11. SOUTH LAWN PARK

(akj) To rezone the following described property at 316 WALTER ST SE (parcel number 41-18-19-178-013) from R-3 Residential District to R-2 Residential District:

LOT 18 BLK 11. SOUTH LAWN PARK

(akk) To rezone the following described property at 320 WALTER ST SE (parcel number 41-18-19-178-014) from R-3 Residential District to R-2 Residential District:

LOT 19 BLK 11. SOUTH LAWN PARK

(akl) To rezone the following described property at 324 WALTER ST SE (parcel number 41-18-19-178-015) from R-3 Residential District to R-2 Residential District:

LOT 20 BLK 11. SOUTH LAWN PARK

(akm) To rezone the following described property at 328 WALTER ST SE (parcel number 41-18-19-178-016) from R-3 Residential District to R-2 Residential District:

LOT 21 & W 1/2 OF LOT 22 BLK 11. SOUTH LAWN PARK

(akn) To rezone the following described property at 334 WALTER ST SE (parcel number 41-18-19-178-017) from R-3 Residential District to R-2 Residential District:

LOT 23 & E 1/2 OF LOT 22 BLK 11. SOUTH LAWN PARK

(ako) To rezone the following described property at 340 WALTER ST SE (parcel number 41-18-19-178-018) from R-3 Residential District to R-2 Residential District:

LOT 24 BLK 11. SOUTH LAWN PARK

(akp) To rezone the following described property at 356 WALTER ST SE (parcel number 41-18-19-178-020) from R-3 Residential District to R-2 Residential District:

LOT 28 BLK 11. SOUTH LAWN PARK

(akq) To rezone the following described property at 360 WALTER ST SE (parcel number 41-18-19-178-021) from R-3 Residential District to R-2 Residential District:

LOTS 29 & 30 BLK 11. SOUTH LAWN PARK

(akr) To rezone the following described property at 364 WALTER ST SE (parcel number 41-18-19-178-022) from R-3 Residential District to R-2 Residential District:

LOTS 31 & 32 BLK 11. SOUTH LAWN PARK

(aks) To rezone the following described property at 3960 JEFFERSON AVE SE (parcel number 41-18-19-178-023) from R-3 Residential District to R-2 Residential District:

LOT 64 BLK 11. SOUTH LAWN PARK

(akt) To rezone the following described property at 217 JANET ST SE (parcel number 41-18-19-178-026) from R-3 Residential District to R-2 Residential District:

LOT 61 BLK 11. SOUTH LAWN PARK

(aku) To rezone the following described property at 221 JANET ST SE (parcel number 41-18-19-178-027) from R-3 Residential District to R-2 Residential District:

LOTS 59 & 60 BLK 11. SOUTH LAWN PARK

(akv) To rezone the following described property at 231 JANET ST SE (parcel number 41-18-19-178-028) from R-3 Residential District to R-2 Residential District:

LOTS 57 & 58 BLK 11. SOUTH LAWN PARK

(akw) To rezone the following described property at 235 JANET ST SE (parcel number 41-18-19-178-029) from R-3 Residential District to R-2 Residential District:

LOTS 55 & 56 BLK 11. SOUTH LAWN PARK

(akx) To rezone the following described property at 255 JANET ST SE (parcel number 41-18-19-178-032) from R-3 Residential District to R-2 Residential District:

LOT 52 & W 1/2 OF LOT 51 BLK 11. SOUTH LAWN PARK

(aky) To rezone the following described property at 265 JANET ST SE (parcel number 41-18-19-178-033) from R-3 Residential District to R-2 Residential District:

LOT 50 & E 1/2 OF LOT 51 BLK 11. SOUTH LAWN PARK

(akz) To rezone the following described property at 307 JANET ST SE (parcel number 41-18-19-178-034) from R-3 Residential District to R-2 Residential District:

LOT 49 BLK 11. SOUTH LAWN PARK

(ala) To rezone the following described property at 311 JANET ST SE (parcel number 41-18-19-178-035) from R-3 Residential District to R-2 Residential District:

LOT 48 BLK 11. SOUTH LAWN PARK

(alb) To rezone the following described property at 315 JANET ST SE (parcel number 41-18-19-178-036) from R-3 Residential District to R-2 Residential District:

LOTS 46 & 47 BLK 11. SOUTH LAWN PARK

(alc) To rezone the following described property at 341 JANET ST SE (parcel number 41-18-19-178-040) from R-3 Residential District to R-2 Residential District:

LOTS 41 & 42 BLK 11. SOUTH LAWN PARK

(ald) To rezone the following described property at 343 JANET ST SE (parcel number 41-18-19-178-041) from R-3 Residential District to R-2 Residential District:

LOT 40 BLK 11. SOUTH LAWN PARK

(ale) To rezone the following described property at 351 JANET ST SE (parcel number 41-18-19-178-042) from R-3 Residential District to R-2 Residential District:

LOTS 38 & 39 BLK 11. SOUTH LAWN PARK

(alf) To rezone the following described property at 355 JANET ST SE (parcel number 41-18-19-178-043) from R-3 Residential District to R-2 Residential District:

LOT 37 BLK 11. SOUTH LAWN PARK

(alg) To rezone the following described property at 359 JANET ST SE (parcel number 41-18-19-178-044) from R-3 Residential District to R-2 Residential District:

LOT 36 BLK 11. SOUTH LAWN PARK

(alh) To rezone the following described property at 363 JANET ST SE (parcel number 41-18-19-178-045) from R-3 Residential District to R-2 Residential District:

LOT 35 BLK 11. SOUTH LAWN PARK

(ali) To rezone the following described property at 3955 MADISON AVE SE (parcel number 41-18-19-178-046) from R-3 Residential District to R-2 Residential District:

LOTS 33 & 34 BLK 11. SOUTH LAWN PARK

(alj) To rezone the following described property at 344 WALTER ST SE (parcel number 41-18-19-178-047) from R-3 Residential District to R-2 Residential District:

LOT 25 & W 1/2 OF LOT 26 BLK 11. SOUTH LAWN PARK

(alk) To rezone the following described property at 350 WALTER ST SE (parcel number 41-18-19-178-048) from R-3 Residential District to R-2 Residential District:

LOT 27 & E 1/2 OF LOT 26 BLK 11. SOUTH LAWN PARK

(all) To rezone the following described property at 211 JANET ST SE (parcel number 41-18-19-178-049) from R-3 Residential District to R-2 Residential District:

LOTS 62 & 63 BLK 11. SOUTH LAWN PARK

(alm) To rezone the following described property at 241 JANET ST SE (parcel number 41-18-19-178-050) from R-3 Residential District to R-2 Residential District:

LOTS 53 & 54 BLOCK 11 * SOUTH LAWN PARK

(aln) To rezone the following described property at 327 JANET ST SE (parcel number 41-18-19-178-051) from R-3 Residential District to R-2 Residential District:

LOT 43, 44 & 45 BLOCK 11 * SOUTH LAWN PARK SPLIT ON 10/07/2010 FROM 41-18-19-178-038, 41-18-19-178-039, 41-18-19-178-037;

(alo) To rezone the following described property at 210 JANET ST SE (parcel number 41-18-19-179-001) from R-3 Residential District to R-2 Residential District:

LOT 1 BLK 10. SOUTH LAWN PARK

(alp) To rezone the following described property at 212 JANET ST SE (parcel number 41-18-19-179-002) from R-3 Residential District to R-2 Residential District:

LOTS 2 & 3 BLK 10 * SOUTH LAWN PARK

(alq) To rezone the following described property at 216 JANET ST SE (parcel number 41-18-19-179-003) from R-3 Residential District to R-2 Residential District:

LOT 4 & W 10 FT OF LOT 5 BLK 10. SOUTH LAWN PARK

(alr) To rezone the following described property at 228 JANET ST SE (parcel number 41-18-19-179-006) from R-3 Residential District to R-2 Residential District:

LOT 7 BLK 10. SOUTH LAWN PARK

(als) To rezone the following described property at 232 JANET ST SE (parcel number 41-18-19-179-007) from R-3 Residential District to R-2 Residential District:

LOT 8 BLK 10. SOUTH LAWN PARK

(alt) To rezone the following described property at 236 JANET ST SE (parcel number 41-18-19-179-008) from R-3 Residential District to R-2 Residential District:

LOT 9 BLK 10. SOUTH LAWN PARK

(alu) To rezone the following described property at 240 JANET ST SE (parcel number 41-18-19-179-009) from R-3 Residential District to R-2 Residential District:

LOT 10 BLK 10. SOUTH LAWN PARK

(alv) To rezone the following described property at 244 JANET ST SE (parcel number 41-18-19-179-010) from R-3 Residential District to R-2 Residential District:

LOT 11 BLK 10. SOUTH LAWN PARK

(alw) To rezone the following described property at 248 JANET ST SE (parcel number 41-18-19-179-011) from R-3 Residential District to R-2 Residential District:

LOT 12 BLK 10. SOUTH LAWN PARK

(alx) To rezone the following described property at 252 JANET ST SE (parcel number 41-18-19-179-012) from R-3 Residential District to R-2 Residential District:

LOT 13 BLK 10. SOUTH LAWN PARK

(aly) To rezone the following described property at 256 JANET ST SE (parcel number 41-18-19-179-013) from R-3 Residential District to R-2 Residential District:

LOT 14 BLK 10. SOUTH LAWN PARK

(alz) To rezone the following described property at 326 JANET ST SE (parcel number 41-18-19-179-018) from R-3 Residential District to R-2 Residential District:

LOT 21 BLK 10. SOUTH LAWN PARK

(ama) To rezone the following described property at 332 JANET ST SE (parcel number 41-18-19-179-019) from R-3 Residential District to R-2 Residential District:

LOT 22 BLK 10. SOUTH LAWN PARK

(amb) To rezone the following described property at 336 JANET ST SE (parcel number 41-18-19-179-020) from R-3 Residential District to R-2 Residential District:

LOT 23 BLK 10. SOUTH LAWN PARK

(amc) To rezone the following described property at 340 JANET ST SE (parcel number 41-18-19-179-021) from R-3 Residential District to R-2 Residential District:

LOT 24 BLK 10. SOUTH LAWN PARK

(amd) To rezone the following described property at 344 JANET ST SE (parcel number 41-18-19-179-022) from R-3 Residential District to R-2 Residential District:

LOTS 25 & 26 BLK 10. SOUTH LAWN PARK

(ame) To rezone the following described property at 352 JANET ST SE (parcel number 41-18-19-179-023) from R-3 Residential District to R-2 Residential District:

LOT 27 & W 1/2 OF LOT 28 BLK 10. SOUTH LAWN PARK

(amf) To rezone the following described property at 360 JANET ST SE (parcel number 41-18-19-179-024) from R-3 Residential District to R-2 Residential District:

LOT 29 & E 1/2 OF LOT 28 BLK 10. SOUTH LAWN PARK

(amg) To rezone the following described property at 364 JANET ST SE (parcel number 41-18-19-179-025) from R-3 Residential District to R-2 Residential District:

LOT 30 BLK 10. SOUTH LAWN PARK

(amh) To rezone the following described property at 368 JANET ST SE (parcel number 41-18-19-179-026) from R-3 Residential District to R-2 Residential District:

LOT 31 BLK 10. SOUTH LAWN PARK

(ami) To rezone the following described property at 372 JANET ST SE (parcel number 41-18-19-179-027) from R-3 Residential District to R-2 Residential District:

LOT 32 BLK 10. SOUTH LAWN PARK

(amj) To rezone the following described property at 224 JANET ST SE (parcel number 41-18-19-179-028) from R-3 Residential District to R-2 Residential District:

LOT 6 ALSO E 30 FT OF LOT 5 BLK 10. SOUTH LAWN PARK

(amk) To rezone the following described property at 320 JANET ST SE (parcel number 41-18-19-179-033) from R-3 Residential District to R-2 Residential District:

LOTS 18 19 & 20 BLK 10. SOUTH LAWN PARK

(aml) To rezone the following described property at 302 JANET ST SE (parcel number 41-18-19-179-034) from R-3 Residential District to R-2 Residential District:

LOT 15 BLK 10. SOUTH LAWN PARK

(amm) To rezone the following described property at 308 JANET ST SE (parcel number 41-18-19-179-035) from R-3 Residential District to R-2 Residential District:

LOTS 16 & 17 BLK 10. SOUTH LAWN PARK

(amn) To rezone the following described property at 37 BURT ST SE 39 (parcel number 41-18-19-301-009) from R-3 Residential District to R-2 Residential District:

LOTS 46 & 47 BLK 5. SOUTH LAWN PARK

(amo) To rezone the following described property at 45 BURT ST SE (parcel number 41-18-19-301-010) from R-3 Residential District to R-2 Residential District:

LOT 45 BLK 5. SOUTH LAWN PARK

(amp) To rezone the following described property at 103 BURT ST SE (parcel number 41-18-19-301-011) from R-3 Residential District to R-2 Residential District:

LOT 44 BLK 5. SOUTH LAWN PARK

(amq) To rezone the following described property at 115 BURT ST SE (parcel number 41-18-19-301-014) from R-3 Residential District to R-2 Residential District:

LOT 41 BLK 5. SOUTH LAWN PARK

(amr) To rezone the following described property at 119 BURT ST SE (parcel number 41-18-19-301-015) from R-3 Residential District to R-2 Residential District:

LOT 40 BLK 5. SOUTH LAWN PARK

(ams) To rezone the following described property at 123 BURT ST SE (parcel number 41-18-19-301-016) from R-3 Residential District to R-2 Residential District:

LOT 39 BLK 5. SOUTH LAWN PARK

(amt) To rezone the following described property at 147 BURT ST SE (parcel number 41-18-19-301-020) from R-3 Residential District to R-2 Residential District:

LOT 33 BLK 5. SOUTH LAWN PARK

(amu) To rezone the following described property at 159 BURT ST SE (parcel number 41-18-19-301-023) from R-3 Residential District to R-2 Residential District:

LOT 30 BLK 5. SOUTH LAWN PARK

(amv) To rezone the following described property at 109 AND 111 BURT ST SE (parcel number 41-18-19-301-024) from R-3 Residential District to R-2 Residential District:

LOTS 42 & 43 BLK 5. SOUTH LAWN PARK

(amw) To rezone the following described property at 153 BURT ST SE (parcel number 41-18-19-301-025) from R-3 Residential District to R-2 Residential District:

LOTS 31 & 32 BLK 5 * SOUTH LAWN PARK

(amx) To rezone the following described property at 127 BURT ST SE (parcel number 41-18-19-301-026) from R-3 Residential District to R-2 Residential District:

LOTS 37 & 38 BLK 5. SOUTH LAWN PARK

(amy) To rezone the following described property at 143 BURT ST SE (parcel number 41-18-19-301-028) from R-3 Residential District to R-2 Residential District:

LOTS 34 35 & 36 BLK 5. SOUTH LAWN PARK

(amz) To rezone the following described property at 36 BURT ST SE (parcel number 41-18-19-302-006) from R-3 Residential District to R-2 Residential District:

LOT 12 & E 1/2 OF LOT 11 BLK 6. SOUTH LAWN PARK

(ana) To rezone the following described property at 52 BURT ST SE (parcel number 41-18-19-302-009) from R-3 Residential District to R-2 Residential District:

LOT 15 BLK 6. SOUTH LAWN PARK

(anb) To rezone the following described property at 108 BURT ST SE (parcel number 41-18-19-302-010) from R-3 Residential District to R-2 Residential District:

LOT 16 BLK 6 * SOUTH LAWN PARK

(anc) To rezone the following described property at 112 BURT ST SE (parcel number 41-18-19-302-011) from R-3 Residential District to R-2 Residential District:

LOT 17 BLK 6. SOUTH LAWN PARK

(and) To rezone the following described property at 124 BURT ST SE (parcel number 41-18-19-302-013) from R-3 Residential District to R-2 Residential District:

LOT 20 BLK 6. SOUTH LAWN PARK

(ane) To rezone the following described property at 128 BURT ST SE (parcel number 41-18-19-302-014) from R-3 Residential District to R-2 Residential District:

LOT 21 BLK 6. SOUTH LAWN PARK

(anf) To rezone the following described property at 132 AND 134 BURT ST SE (parcel number 41-18-19-302-015) from R-3 Residential District to R-2 Residential District:

LOT 22 BLK 6. SOUTH LAWN PARK

(ang) To rezone the following described property at 136 AND 138 BURT ST SE (parcel number 41-18-19-302-016) from R-3 Residential District to R-2 Residential District:

LOT 23 BLK 6 * SOUTH LAWN PARK

(anh) To rezone the following described property at 140 BURT ST SE (parcel number 41-18-19-302-017) from R-3 Residential District to R-2 Residential District:

LOT 24 BLK 6. SOUTH LAWN PARK

(ani) To rezone the following described property at 144 BURT ST SE (parcel number 41-18-19-302-018) from R-3 Residential District to R-2 Residential District:

LOT 25 BLK 6. SOUTH LAWN PARK

(anj) To rezone the following described property at 23 WILBUR ST SE (parcel number 41-18-19-302-021) from R-3 Residential District to R-2 Residential District:

LOT 50 BLK 6. SOUTH LAWN PARK

(ank) To rezone the following described property at 105 WILBUR ST SE (parcel number 41-18-19-302-027) from R-3 Residential District to R-2 Residential District:

LOT 44 BLK 6. SOUTH LAWN PARK

(anl) To rezone the following described property at 107 WILBUR ST SE (parcel number 41-18-19-302-028) from R-3 Residential District to R-2 Residential District:

LOT 43 BLK 6. SOUTH LAWN PARK

(anm) To rezone the following described property at 115 WILBUR ST SE (parcel number 41-18-19-302-029) from R-3 Residential District to R-2 Residential District:

LOTS 41 & 42 BLK 6. SOUTH LAWN PARK

(ann) To rezone the following described property at 125 WILBUR ST SE (parcel number 41-18-19-302-030) from R-3 Residential District to R-2 Residential District:

LOTS 39 & 40 BLK 6. SOUTH LAWN PARK

(ano) To rezone the following described property at 129 WILBUR ST SE (parcel number 41-18-19-302-031) from R-3 Residential District to R-2 Residential District:

LOT 38 BLK 6. SOUTH LAWN PARK

(anp) To rezone the following described property at 133 WILBUR ST SE (parcel number 41-18-19-302-032) from R-3 Residential District to R-2 Residential District:

LOTS 36 & 37 BLK 6. SOUTH LAWN PARK

(anq) To rezone the following described property at 139 WILBUR ST SE (parcel number 41-18-19-302-038) from R-3 Residential District to R-2 Residential District:

LOTS 34 & 35 BLK 6. SOUTH LAWN PARK

(anr) To rezone the following described property at 41 WILBUR ST SE (parcel number 41-18-19-302-039) from R-3 Residential District to R-2 Residential District:

LOTS 45 & 46 BLK 6. SOUTH LAWN PARK

(ans) To rezone the following described property at 116 BURT ST SE (parcel number 41-18-19-302-040) from R-3 Residential District to R-2 Residential District:

LOT 18 BLK 6 * SOUTH LAWN PARK

(ant) To rezone the following described property at 120 BURT ST SE (parcel number 41-18-19-302-041) from R-3 Residential District to R-2 Residential District:

LOT 19 BLK 6 * SOUTH LAWN PARK

(anu) To rezone the following described property at 46 BURT ST SE (parcel number 41-18-19-302-042) from R-3 Residential District to R-2 Residential District:

LOTS 13 & 14 BLK 6 * SOUTH LAWN PARK

(anv) To rezone the following described property at 27 WILBUR ST SE (parcel number 41-18-19-302-043) from R-3 Residential District to R-2 Residential District:

LOT 49 ALSO W 10 FT OF LOT 48 BLK 6 * SOUTH LAWN PARK

(anw) To rezone the following described property at 35 WILBUR ST SE (parcel number 41-18-19-302-044) from R-3 Residential District to R-2 Residential District:

LOT 47 ALSO LOT 48 EX W 10 FT BLK 6 * SOUTH LAWN PARK

(anx) To rezone the following described property at 150 BURT ST SE (parcel number 41-18-19-302-046) from R-3 Residential District to R-2 Residential District:

LOTS 26 TO 33 INCL BLK 6 * SOUTH LAWN PARK SPLIT/COMBINED ON 06/15/2015 FROM 41-18-19-302-035, 41-18-19-302-034;

(any) To rezone the following described property at 36 WILBUR ST SE (parcel number 41-18-19-303-009) from R-3 Residential District to R-2 Residential District:

LOT 9 BLK 7. SOUTH LAWN PARK

(anz) To rezone the following described property at 40 WILBUR ST SE (parcel number 41-18-19-303-010) from R-3 Residential District to R-2 Residential District:

LOT 10 BLK 7. SOUTH LAWN PARK

(aoa) To rezone the following described property at 104 WILBUR ST SE (parcel number 41-18-19-303-011) from R-3 Residential District to R-2 Residential District:

LOTS 11 & 12 BLK 7. SOUTH LAWN PARK

(aob) To rezone the following described property at 116 WILBUR ST SE (parcel number 41-18-19-303-015) from R-3 Residential District to R-2 Residential District:

LOTS 16 & 17 BLK 7. SOUTH LAWN PARK

(aoc) To rezone the following described property at 128 WILBUR ST SE (parcel number 41-18-19-303-016) from R-3 Residential District to R-2 Residential District:

LOTS 18 & 19 BLK 7. SOUTH LAWN PARK

(aod) To rezone the following described property at 136 WILBUR ST SE (parcel number 41-18-19-303-017) from R-3 Residential District to R-2 Residential District:

LOT 20 BLK 7. SOUTH LAWN PARK

(aoe) To rezone the following described property at 142 WILBUR ST SE (parcel number 41-18-19-303-018) from R-3 Residential District to R-2 Residential District:

LOT 21 & W 1/2 OF LOT 22 BLK 7. SOUTH LAWN PARK

(aof) To rezone the following described property at 150 WILBUR ST SE (parcel number 41-18-19-303-019) from R-3 Residential District to R-2 Residential District:

LOT 23 & E 1/2 OF LOT 22 BLK 7. SOUTH LAWN PARK

(aog) To rezone the following described property at 156 WILBUR ST SE (parcel number 41-18-19-303-020) from R-3 Residential District to R-2 Residential District:

LOTS 24 25 & 26 BLK 7. SOUTH LAWN PARK

(aoh) To rezone the following described property at 33 BELLEVUE ST SE (parcel number 41-18-19-303-026) from R-3 Residential District to R-2 Residential District:

LOT 8. GARDEN FARM ADDITION

(aoi) To rezone the following described property at 39 BELLEVUE ST SE (parcel number 41-18-19-303-027) from R-3 Residential District to R-2 Residential District:

LOT 9. GARDEN FARM ADDITION

(aoj) To rezone the following described property at 121 BELLEVUE ST SE (parcel number 41-18-19-303-029) from R-3 Residential District to R-2 Residential District:

LOT 12. GARDEN FARM ADDITION

(aok) To rezone the following described property at 135 BELLEVUE ST SE (parcel number 41-18-19-303-030) from R-3 Residential District to R-2 Residential District:

LOT 13. GARDEN FARM ADDITION

(aol) To rezone the following described property at 137 BELLEVUE ST SE (parcel number 41-18-19-303-031) from R-3 Residential District to R-2 Residential District:

LOT 14. GARDEN FARM ADDITION

(aom) To rezone the following described property at 117 AND 119 BELLEVUE ST SE (parcel number 41-18-19-303-039) from R-3 Residential District to R-2 Residential District:

PART LOTS 10 & 11 COM AT SW COR OF LOT 10 TH N 299.0 FT TO NW COR OF SD LOT TH E 132.0 FT TO NE COR OF LOT 11 TH S 77.9 FT ALONG E LINE OF SD LOT TH W 52.0 FT PAR WITH N LINE OF SD LOT TH S 20.1 FT PAR WITH W LINE OF SD LOT TH W 50.0 FT PAR WITH N LINE OF

(aon) To rezone the following described property at 113 AND 115 BELLEVUE ST SE (parcel number 41-18-19-303-040) from R-3 Residential District to R-2 Residential District:

PART LOTS 10 & 11 COM 72.0 FT W ALONG N LINE OF BELLEVUE ST /66 FT WIDE/ FROM SE COR OF LOT 11 TH W 30.0 FT ALONG SD N LINE TH N 201.0 FT PAR WITH W LINE OF LOT 10 TH E 50.0 FT PAR N LINE OF SD

LOT TH N 20.1 FT TH E 52.0 FT TO NE COR OF LOT 11 TH S 96.0 F

(aoo) To rezone the following described property at 109 AND 111 BELLEVUE ST SE (parcel number 41-18-19-303-041) from R-3 Residential District to R-2 Residential District:

PART LOTS 10 & 11 COM AT SE COR OF LOT 11 TH W 72.0 FT ALONG N LINE OF BELLEVUE ST /66 FT WIDE/ TH N 30.0 FT PAR W LINE SD LOT TH W 6.0 FT TH N 40.0 FT TH E 6.0 FT TH N 55.10 FT PAR W LINE OF SD LOT 11 TH E 72.0 FT PAR N LINE SD LOT TH S 125.10 FT ALONG E

(aop) To rezone the following described property at 4125 JEFFERSON AVE SE (parcel number 41-18-19-303-046) from R-3 Residential District to R-2 Residential District:

LOTS 15 TO 18 INCL. * GARDEN FARM ADDITION

(aoq) To rezone the following described property at 108 WILBUR ST SE (parcel number 41-18-19-303-049) from R-3 Residential District to R-2 Residential District:

LOT 13 BLK 7 ALSO W 1/2 OF LOT 14 BLK 7 * SOUTH LAWN PARK

(aor) To rezone the following described property at 112 WILBUR ST SE (parcel number 41-18-19-303-050) from R-3 Residential District to R-2 Residential District:

E 1/2 OF LOT 14 BLK 7 ALSO LOT 15 BLK 7 * SOUTH LAWN PARK

(aos) To rezone the following described property at 136 BELLEVUE ST SE (parcel number 41-18-19-304-008) from R-3 Residential District to R-2 Residential District:

LOT 66. GARDEN FARM ADDITION

(aot) To rezone the following described property at 140 BELLEVUE ST SE (parcel number 41-18-19-304-009) from R-3 Residential District to R-2 Residential District:

LOT 65. GARDEN FARM ADDITION

(aou) To rezone the following described property at 146 BELLEVUE ST SE (parcel number 41-18-19-304-010) from R-3 Residential District to R-2 Residential District:

LOT 64. GARDEN FARM ADDITION

(aov) To rezone the following described property at 152 AND 154 BELLEVUE ST SE (parcel number 41-18-19-304-011) from R-3 Residential District to R-2 Residential District:

LOT 63. GARDEN FARM ADDITION

(aow) To rezone the following described property at 4141 JEFFERSON AVE SE (parcel number 41-18-19-304-034) from R-3 Residential District to R-2 Residential District:

N 150 FT OF LOT 62 & THAT PART OF VACATED PORTION OF

JEFFERSON AVE ADJ SD PARCEL ON E. GARDEN FARM ADDITION

(aox) To rezone the following described property at 4165 JEFFERSON AVE SE (parcel number 41-18-19-304-035) from R-3 Residential District to R-2 Residential District:

LOT 62 EX N 150 FT ALSO THAT PART OF VACATED PORTION OF JEFFERSON AVE ADJ SD PARCEL ON E. GARDEN FARM ADDITION

(aoy) To rezone the following described property at 28 BELLEVUE ST SE (parcel number 41-18-19-304-037) from R-3 Residential District to R-2 Residential District:

LOTS 67 TO 73 INCL ALSO E 66 FT OF LOTS 74 TO 79 INCL. GARDEN FARM ADDITION

(aoz) To rezone the following described property at 4018 JEFFERSON AVE SE (parcel number 41-18-19-326-001) from R-3 Residential District to R-2 Residential District:

LOTS 63 & 64 BLK 10. SOUTH LAWN PARK

(apa) To rezone the following described property at 211 BURT ST SE (parcel number 41-18-19-326-002) from R-3 Residential District to R-2 Residential District:

LOT 62 BLK 10. SOUTH LAWN PARK

(apb) To rezone the following described property at 217 BURT ST SE (parcel number 41-18-19-326-003) from R-3 Residential District to R-2 Residential District:

LOT 61 BLK 10. SOUTH LAWN PARK

(apc) To rezone the following described property at 219 BURT ST SE (parcel number 41-18-19-326-004) from R-3 Residential District to R-2 Residential District:

LOT 60 BLK 10. SOUTH LAWN PARK

(apd) To rezone the following described property at 223 BURT ST SE (parcel number 41-18-19-326-005) from R-3 Residential District to R-2 Residential District:

LOT 59 BLOCK 10 * SOUTH LAWN PARK

(ape) To rezone the following described property at 227 BURT ST SE (parcel number 41-18-19-326-006) from R-3 Residential District to R-2 Residential District:

LOT 58 & W 1/2 OF LOT 57 BLK 10. SOUTH LAWN PARK

(apf) To rezone the following described property at 233 BURT ST SE (parcel number 41-18-19-326-007) from R-3 Residential District to R-2 Residential District:

LOT 56 & E 1/2 OF LOT 57 BLK 10. SOUTH LAWN PARK

(apg) To rezone the following described property at 247 BURT ST SE (parcel number 41-18-19-326-010) from R-3 Residential District to R-2 Residential District:

LOT 53 BLK 10. SOUTH LAWN PARK

(aph) To rezone the following described property at 251 BURT ST SE (parcel number 41-18-19-326-011) from R-3 Residential District to R-2 Residential District:

LOT 52 BLK 10. SOUTH LAWN PARK

(api) To rezone the following described property at 301 BURT ST SE (parcel number 41-18-19-326-012) from R-3 Residential District to R-2 Residential District:

LOTS 50 & 51 BLK 10. SOUTH LAWN PARK

(apj) To rezone the following described property at 305 BURT ST SE (parcel number 41-18-19-326-013) from R-3 Residential District to R-2 Residential District:

LOTS 48 & 49 BLK 10. SOUTH LAWN PARK

(apk) To rezone the following described property at 313 BURT ST SE (parcel number 41-18-19-326-014) from R-3 Residential District to R-2 Residential District:

LOT 47 BLK 10. SOUTH LAWN PARK

(apl) To rezone the following described property at 319 BURT ST SE (parcel number 41-18-19-326-015) from R-3 Residential District to R-2 Residential District:

LOTS 45 & 46 BLK 10. SOUTH LAWN PARK

(apm) To rezone the following described property at 331 BURT ST SE (parcel number 41-18-19-326-016) from R-3 Residential District to R-2 Residential District:

LOTS 43 & 44 BLK 10. SOUTH LAWN PARK

(apn) To rezone the following described property at 333 BURT ST SE (parcel number 41-18-19-326-017) from R-3 Residential District to R-2 Residential District:

LOT 42 BLK 10. SOUTH LAWN PARK

(apo) To rezone the following described property at 339 BURT ST SE (parcel number 41-18-19-326-018) from R-3 Residential District to R-2 Residential District:

LOT 41 BLK 10. SOUTH LAWN PARK

(app) To rezone the following described property at 343 BURT ST SE (parcel number 41-18-19-326-019) from R-3 Residential District to R-2 Residential District:

LOT 40 BLK 10. SOUTH LAWN PARK

(apq) To rezone the following described property at 363 BURT ST SE (parcel number 41-18-19-326-024) from R-3 Residential District to R-2 Residential District:

LOT 35 BLK 10. SOUTH LAWN PARK

(apr) To rezone the following described property at 4015 MADISON AVE SE (parcel number 41-18-19-326-025) from R-3 Residential District to R-2 Residential District:

LOTS 33 & 34 BLK 10. SOUTH LAWN PARK

(aps) To rezone the following described property at 243 BURT ST SE (parcel number 41-18-19-326-026) from R-3 Residential District to R-2 Residential District:

LOTS 54 & 55 BLK 10. SOUTH LAWN PARK

(apt) To rezone the following described property at 347 BURT ST SE (parcel number 41-18-19-326-027) from R-3 Residential District to R-2 Residential District:

LOTS 38 & 39 BLK 10 * SOUTH LAWN PARK

(apu) To rezone the following described property at 359 BURT ST SE (parcel number 41-18-19-326-028) from R-3 Residential District to R-2 Residential District:

LOT 36 & 37 BLK 10 * SOUTH LAWN PARK SPLIT/COMBINED ON 10/13/2015 FROM 41-18-19-326-023, 41-18-19-326-022;

(apv) To rezone the following described property at 216 BURT ST SE (parcel number 41-18-19-327-003) from R-3 Residential District to R-2 Residential District:

LOTS 4 & 5 BLK 9. SOUTH LAWN PARK

(apw) To rezone the following described property at 236 BURT ST SE (parcel number 41-18-19-327-007) from R-3 Residential District to R-2 Residential District:

LOT 9 BLK 9. SOUTH LAWN PARK

(apx) To rezone the following described property at 240 BURT ST SE (parcel number 41-18-19-327-008) from R-3 Residential District to R-2 Residential District:

LOT 10 BLK 9. SOUTH LAWN PARK

(apy) To rezone the following described property at 302 BURT ST SE (parcel number 41-18-19-327-013) from R-3 Residential District to R-2 Residential District:

LOT 15 BLK 9. SOUTH LAWN PARK

(apz) To rezone the following described property at 308 BURT ST SE (parcel number 41-18-19-327-014) from R-3 Residential District to R-2 Residential District:

LOT 16 BLK 9. SOUTH LAWN PARK

(aqa) To rezone the following described property at 312 BURT ST SE (parcel number 41-18-19-327-015) from R-3 Residential District to R-2 Residential District:

LOT 17 BLK 9. SOUTH LAWN PARK

(aqb) To rezone the following described property at 316 BURT ST SE (parcel number 41-18-19-327-016) from R-3 Residential District to R-2 Residential District:

LOTS 18 & 19 BLK 9. SOUTH LAWN PARK

(aqc) To rezone the following described property at 324 BURT ST SE (parcel number 41-18-19-327-017) from R-3 Residential District to R-2 Residential District:

LOT 20 BLK 9. SOUTH LAWN PARK

(aqd) To rezone the following described property at 328 BURT ST SE (parcel number 41-18-19-327-018) from R-3 Residential District to R-2 Residential District:

LOT 21 BLK 9. SOUTH LAWN PARK

(aqe) To rezone the following described property at 338 BURT ST SE (parcel number 41-18-19-327-021) from R-3 Residential District to R-2 Residential District:

LOT 24 BLK 9. SOUTH LAWN PARK

(aqf) To rezone the following described property at 344 BURT ST SE (parcel number 41-18-19-327-022) from R-3 Residential District to R-2 Residential District:

LOT 25 BLK 9. SOUTH LAWN PARK

(aqg) To rezone the following described property at 364 BURT ST SE (parcel number 41-18-19-327-027) from R-3 Residential District to R-2 Residential District:

LOT 30 BLK 9. SOUTH LAWN PARK

(aqh) To rezone the following described property at 368 BURT ST SE (parcel number 41-18-19-327-028) from R-3 Residential District to R-2 Residential District:

LOT 31 BLK 9. SOUTH LAWN PARK

(aqi) To rezone the following described property at 372 BURT ST SE (parcel number 41-18-19-327-029) from R-3 Residential District to R-2 Residential District:

LOT 32 BLK 9. SOUTH LAWN PARK

(aqj) To rezone the following described property at 217 WILBUR ST SE (parcel number 41-18-19-327-033) from R-3 Residential District to R-2 Residential District:

LOT 61 BLK 9. SOUTH LAWN PARK

(aqk) To rezone the following described property at 219 WILBUR ST SE (parcel number 41-18-19-327-034) from R-3 Residential District to R-2 Residential District:

LOT 60 BLK 9. SOUTH LAWN PARK

(aql) To rezone the following described property at 223 WILBUR ST SE (parcel number 41-18-19-327-035) from R-3 Residential District to R-2 Residential District:

LOT 59 BLK 9. SOUTH LAWN PARK

(aqm) To rezone the following described property at 227 WILBUR ST SE (parcel number 41-18-19-327-036) from R-3 Residential District to R-2 Residential District:

LOT 58 BLK 9. SOUTH LAWN PARK

(aqn) To rezone the following described property at 227 1/4 WILBUR ST SE (parcel number 41-18-19-327-037) from R-3 Residential District to R-2 Residential District:

LOT 57 BLK 9. SOUTH LAWN PARK

(aqo) To rezone the following described property at 251 WILBUR ST SE (parcel number 41-18-19-327-042) from R-3 Residential District to R-2 Residential District:

LOT 52 & W 1/2 OF LOT 51 BLK 9. SOUTH LAWN PARK

(aqp) To rezone the following described property at 301 WILBUR ST SE (parcel number 41-18-19-327-043) from R-3 Residential District to R-2 Residential District:

LOT 50 & E 1/2 OF LOT 51 BLK 9. SOUTH LAWN PARK

(aqq) To rezone the following described property at 307 WILBUR ST SE (parcel number 41-18-19-327-044) from R-3 Residential District to R-2 Residential District:

LOT 49 BLK 9. SOUTH LAWN PARK

(aqr) To rezone the following described property at 311 WILBUR ST SE (parcel number 41-18-19-327-045) from R-3 Residential District to R-2 Residential District:

LOT 48 BLK 9. SOUTH LAWN PARK

(aqs) To rezone the following described property at 317 WILBUR ST SE (parcel number 41-18-19-327-046) from R-3 Residential District to R-2 Residential District:

LOTS 46 & 47 BLK 9. SOUTH LAWN PARK

(aqt) To rezone the following described property at 323 WILBUR ST SE (parcel number 41-18-19-327-047) from R-3 Residential District to R-2 Residential District:

LOT 45 BLK 9. SOUTH LAWN PARK

(aqu) To rezone the following described property at 331 WILBUR ST SE (parcel number 41-18-19-327-048) from R-3 Residential District to R-2 Residential District:

LOTS 43 & 44 BLK 9. SOUTH LAWN PARK

(aqv) To rezone the following described property at 335 WILBUR ST SE (parcel number 41-18-19-327-049) from R-3 Residential District to R-2 Residential District:

LOT 42 BLK 9. SOUTH LAWN PARK

(aqw) To rezone the following described property at 339 WILBUR ST SE (parcel number 41-18-19-327-050) from R-3 Residential District to R-2 Residential District:

LOT 41 BLK 9. SOUTH LAWN PARK

(aqx) To rezone the following described property at 341 WILBUR ST SE (parcel number 41-18-19-327-051) from R-3 Residential District to R-2 Residential District:

LOTS 39 & 40 BLK 9. SOUTH LAWN PARK

(aqy) To rezone the following described property at 351 WILBUR ST SE (parcel number 41-18-19-327-052) from R-3 Residential District to R-2 Residential District:

LOT 38 BLK 9. SOUTH LAWN PARK

(aqz) To rezone the following described property at 355 WILBUR ST SE (parcel number 41-18-19-327-053) from R-3 Residential District to R-2 Residential District:

LOTS 36 & 37 BLK 9. SOUTH LAWN PARK

(ara) To rezone the following described property at 363 WILBUR ST SE (parcel number 41-18-19-327-054) from R-3 Residential District to R-2 Residential District:

LOT 35 BLK 9. SOUTH LAWN PARK

(arb) To rezone the following described property at 369 WILBUR ST SE (parcel number 41-18-19-327-055) from R-3 Residential District to R-2 Residential District:

LOT 34 BLK 9. SOUTH LAWN PARK

(arc) To rezone the following described property at 371 WILBUR ST SE (parcel number 41-18-19-327-056) from R-3 Residential District to R-2 Residential District:

LOT 33 BLK 9. SOUTH LAWN PARK

(ard) To rezone the following described property at 332 BURT ST SE (parcel number 41-18-19-327-057) from R-3 Residential District to R-2 Residential District:

LOTS 22 & 23 BLK 9. SOUTH LAWN PARK

(are) To rezone the following described property at 224 BURT ST SE (parcel number 41-18-19-327-058) from R-3 Residential District to R-2 Residential District:

LOTS 6 7 & 8 BLK 9. SOUTH LAWN PARK

(arf) To rezone the following described property at 4060 AND 4062 JEFFERSON AVE SE (parcel number 41-18-19-327-059) from R-3 Residential District to R-2 Residential District:

W 1/2 OF LOT 63 ALSO LOT 64 BLK 9. SOUTH LAWN PARK

(arg) To rezone the following described property at 209 AND 211 WILBUR ST SE (parcel number 41-18-19-327-060) from R-3 Residential District to R-2 Residential District:

LOT 62 & E 1/2 OF LOT 63 BLK 9. SOUTH LAWN PARK

(arh) To rezone the following described property at 350 BURT ST SE (parcel number 41-18-19-327-061) from R-3 Residential District to R-2 Residential District:

LOT 26 & W 10 FT OF LOT 27 BLK 9. SOUTH LAWN PARK

(ari) To rezone the following described property at 356 BURT ST SE (parcel number 41-18-19-327-062) from R-3 Residential District to R-2 Residential District:

LOT 27 EX W 10 FT ALSO LOT 28 EX E 10 FT BLK 9. SOUTH LAWN PARK

(arj) To rezone the following described property at 360 BURT ST SE (parcel number 41-18-19-327-063) from R-3 Residential District to R-2 Residential District:

E 10 FT OF LOT 28 ALSO LOT 29 BLK 9. SOUTH LAWN PARK

(ark) To rezone the following described property at 210 BURT ST SE (parcel number 41-18-19-327-064) from R-3 Residential District to R-2 Residential District:

LOTS 1 2 & 3 BLK 9 * SOUTH LAWN PARK

(arl) To rezone the following described property at 231 WILBUR ST SE (parcel number 41-18-19-327-065) from R-3 Residential District to R-2 Residential District:

LOTS 53 & 54 BLK 9 * SOUTH LAWN PARK SPLIT ON 12/14/2004 FROM 41-18-19-327-040, 41-18-19-327-041;

(arm) To rezone the following described property at 244 BURT ST SE (parcel number 41-18-19-327-066) from R-3 Residential District to R-2 Residential District:

LOTS 11 & 12 BLK 9 * SOUTH LAWN PARK SPLIT ON 09/17/2007 FROM 41-18-19-327-009, 41-18-19-327-010;

(arn) To rezone the following described property at 256 BURT ST SE (parcel number 41-18-19-327-067) from R-3 Residential District to R-2 Residential District:

LOTS 13 & 14 BLK 9 * SOUTH LAWN PARK SPLIT/COMBINED ON 07/19/2021 FROM 41-18-19-327-012, 41-18-19-327-011;

(aro) To rezone the following described property at 229 WILBUR ST SE (parcel number 41-18-19-327-068) from R-3 Residential District to R-2 Residential District:

LOT 55 & 56 BLOCK 9 * SOUTH LAWN PARK SPLIT/COMBINED ON 07/17/2023 FROM 41-18-19-327-039, 41-18-19-327-038;

(arp) To rezone the following described property at 200 WILBUR ST SE (parcel number 41-18-19-328-001) from R-3 Residential District to R-2 Residential District:

LOT 1 & W 1/2 OF LOT 2 BLK 8. SOUTH LAWN PARK

(arq) To rezone the following described property at 204 WILBUR ST SE (parcel number 41-18-19-328-002) from R-3 Residential District to R-2 Residential District:

LOT 3 & E 1/2 OF LOT 2 BLK 8. SOUTH LAWN PARK

(arr) To rezone the following described property at 208 WILBUR ST SE (parcel number 41-18-19-328-003) from R-3 Residential District to R-2 Residential District:

LOTS 4 & 5 BLK 8. SOUTH LAWN PARK

(ars) To rezone the following described property at 226 WILBUR ST SE (parcel number 41-18-19-328-004) from R-3 Residential District to R-2 Residential District:

LOT 6 BLK 8. SOUTH LAWN PARK

(art) To rezone the following described property at 230 WILBUR ST SE (parcel number 41-18-19-328-005) from R-3 Residential District to R-2 Residential District:

LOTS 7 & 8 BLK 8. SOUTH LAWN PARK

(aru) To rezone the following described property at 248 WILBUR ST SE (parcel number 41-18-19-328-008) from R-3 Residential District to R-2 Residential District:

LOTS 11 & 12 BLK 8. SOUTH LAWN PARK

(arv) To rezone the following described property at 252 WILBUR ST SE (parcel number 41-18-19-328-009) from R-3 Residential District to R-2 Residential District:

LOTS 13 & 14 BLK 8. SOUTH LAWN PARK

(arw) To rezone the following described property at 316 WILBUR ST SE (parcel number 41-18-19-328-013) from R-3 Residential District to R-2 Residential District:

LOT 18 BLK 8. SOUTH LAWN PARK

(arx) To rezone the following described property at 320 WILBUR ST SE (parcel number 41-18-19-328-014) from R-3 Residential District to R-2 Residential District:

LOT 19 BLK 8. SOUTH LAWN PARK

(ary) To rezone the following described property at 324 WILBUR ST SE (parcel number 41-18-19-328-015) from R-3 Residential District to R-2 Residential District:

LOT 20 BLK 8. SOUTH LAWN PARK

(arz) To rezone the following described property at 332 WILBUR ST SE (parcel number 41-18-19-328-016) from R-3 Residential District to R-2 Residential District:

LOTS 21 & 22 BLK 8. SOUTH LAWN PARK

(asa) To rezone the following described property at 336 WILBUR ST SE (parcel number 41-18-19-328-017) from R-3 Residential District to R-2 Residential District:

LOT 23 BLK 8. SOUTH LAWN PARK

(asb) To rezone the following described property at 340 WILBUR ST SE (parcel number 41-18-19-328-018) from R-3 Residential District to R-2 Residential District:

LOT 24 BLK 8. SOUTH LAWN PARK

(asc) To rezone the following described property at 346 WILBUR ST SE (parcel number 41-18-19-328-019) from R-3 Residential District to R-2 Residential District:

LOTS 25 & 26 BLK 8. SOUTH LAWN PARK

(asd) To rezone the following described property at 352 WILBUR ST SE (parcel number 41-18-19-328-020) from R-3 Residential District to R-2 Residential District:

LOTS 27 & 28 BLK 8. SOUTH LAWN PARK

(ase) To rezone the following described property at 360 WILBUR ST SE (parcel number 41-18-19-328-021) from R-3 Residential District to R-2 Residential District:

LOT 29 BLK 8. SOUTH LAWN PARK

(asf) To rezone the following described property at 362 WILBUR ST SE (parcel number 41-18-19-328-022) from R-3 Residential District to R-2 Residential District:

LOT 30 & W 12 FT OF LOT 31 BLK 8. SOUTH LAWN PARK

(asg) To rezone the following described property at 372 WILBUR ST SE (parcel number 41-18-19-328-023) from R-3 Residential District to R-2 Residential District:

LOT 32 & E 28 FT OF LOT 31 BLK 8. SOUTH LAWN PARK

(ash) To rezone the following described property at 4104 JEFFERSON AVE SE (parcel number 41-18-19-328-024) from R-3 Residential District to R-2 Residential District:

N 108 FT OF LOTS 20 & 21. GARDEN FARM ADDN

(asi) To rezone the following described property at 4114 JEFFERSON AVE SE (parcel number 41-18-19-328-025) from R-3 Residential District to R-2 Residential District:

S 54 FT OF N 162 FT OF LOTS 20 & 21 * GARDEN FARM ADD.

(asj) To rezone the following described property at 4124 JEFFERSON AVE SE (parcel number 41-18-19-328-026) from R-3 Residential District to R-2 Residential District:

LOTS 20 & 21 EX N 162 FT. GARDEN FARM ADDN

(ask) To rezone the following described property at 221 BELLEVUE ST SE (parcel number 41-18-19-328-029) from R-3 Residential District to R-2 Residential District:

LOT 24. GARDEN FARM ADDITION

(asl) To rezone the following described property at 227 BELLEVUE ST SE (parcel number 41-18-19-328-030) from R-3 Residential District to R-2 Residential District:

LOT 25 * GARDEN FARM ADD.

(asm) To rezone the following described property at 237 BELLEVUE ST SE (parcel number 41-18-19-328-031) from R-3 Residential District to R-2 Residential District:

LOT 26 & W 1/2 OF LOT 27. GARDEN FARM ADDN

(asn) To rezone the following described property at 249 BELLEVUE ST SE (parcel number 41-18-19-328-032) from R-3 Residential District to R-2 Residential District:

LOT 28 & E 1/2 OF LOT 27. GARDEN FARM ADDN

(aso) To rezone the following described property at 311 BELLEVUE ST SE (parcel number 41-18-19-328-033) from R-3 Residential District to R-2 Residential District:

LOT 29. GARDEN FARM ADDITION

(asp) To rezone the following described property at 319 BELLEVUE ST SE (parcel number 41-18-19-328-034) from R-3 Residential District to R-2 Residential District:

LOT 30. GARDEN FARM ADDITION

(asq) To rezone the following described property at 4109 WOODSTOCK AVE SE (parcel number 41-18-19-328-036) from R-3 Residential District to R-2 Residential District:

N 99 FT OF LOTS 32 & 33. GARDEN FARM ADDN

(asr) To rezone the following described property at 4104 WOODSTOCK AVE SE (parcel number 41-18-19-328-039) from R-3 Residential District to R-2 Residential District:

W 133.5 FT OF LOT 34. GARDEN FARM ADDITION

(ass) To rezone the following described property at 4110 WOODSTOCK AVE SE (parcel number 41-18-19-328-040) from R-3 Residential District to R-2 Residential District:

W 133.5 FT OF LOT 35. GARDEN FARM ADDITION

(ast) To rezone the following described property at 4111 MADISON AVE SE (parcel number 41-18-19-328-042) from R-3 Residential District to R-2 Residential District:

LOT 34 EX E 33 FT & EX W 133.5 FT. GARDEN FARM ADDITION

(asu) To rezone the following described property at 4115 MADISON AVE SE (parcel number 41-18-19-328-043) from R-3 Residential District to R-2 Residential District:

LOT 35 EX E 33 FT & EX W 133.5 FT. GARDEN FARM ADDITION

(asv) To rezone the following described property at 4119 MADISON AVE SE (parcel number 41-18-19-328-044) from R-3 Residential District to R-2 Residential District:

E 1/2 OF LOTS 36 & 37 EX E 33 FT * GARDEN FARM ADD.

(asw) To rezone the following described property at 4125 MADISON AVE SE (parcel number 41-18-19-328-045) from R-3 Residential District to R-2 Residential District:

LOTS 38 & 39 EX E 33 FT. GARDEN FARM ADDN

(asx) To rezone the following described property at 4132 WOODSTOCK AVE SE (parcel number 41-18-19-328-046) from R-3 Residential District to R-2 Residential District:

W 1/2 OF LOT 40. GARDEN FARM ADDITION

(asy) To rezone the following described property at 4133 MADISON AVE SE (parcel number 41-18-19-328-050) from R-3 Residential District to R-2 Residential District:

E 1/2 OF LOT 40 EX E 33 FT * GARDEN FARM ADD.

(asz) To rezone the following described property at 4137 MADISON AVE SE (parcel number 41-18-19-328-051) from R-3 Residential District to R-2 Residential District:

E 1/2 OF LOT 41 EX E 33 FT * GARDEN FARM ADD.

(ata) To rezone the following described property at 4143 MADISON AVE SE (parcel number 41-18-19-328-052) from R-3 Residential District to R-2 Residential District:

E 1/2 OF LOT 42 EX E 33 FT * GARDEN FARM ADD.

(atb) To rezone the following described property at 217 BELLEVUE ST SE (parcel number 41-18-19-328-063) from R-3 Residential District to R-2 Residential District:

LOTS 22 & 23 * GARDEN FARM ADD.

(atc) To rezone the following described property at 238 AND 240 WILBUR ST SE (parcel number 41-18-19-328-064) from R-3 Residential District to R-2 Residential District:

LOTS 9 & 10 BLK 8. SOUTH LAWN PARK

(atd) To rezone the following described property at 4148 WOODSTOCK AVE SE (parcel number 41-18-19-328-065) from R-3 Residential District to R-2 Residential District:

W 1/2 OF LOTS 41 & 42 ALSO N 6 FT OF W 1/2 OF LOT 43 * GARDEN FARM ADD

(ate) To rezone the following described property at 4112 WOODSTOCK AVE SE (parcel number 41-18-19-328-066) from R-3 Residential District to R-2 Residential District:

W 1/2 OF LOT 36. GARDEN FARM ADDITION

(atf) To rezone the following described property at 4118 WOODSTOCK AVE SE (parcel number 41-18-19-328-067) from R-3 Residential District to R-2 Residential District:

W 1/2 OF LOT 37. GARDEN FARM ADDITION

(atg) To rezone the following described property at 327 BELLEVUE ST SE (parcel number 41-18-19-328-070) from R-3 Residential District to R-2 Residential District:

LOT 31. GARDEN FARM ADDITION

(ath) To rezone the following described property at 329 BELLEVUE ST SE (parcel number 41-18-19-328-071) from R-3 Residential District to R-2 Residential District:

S 100 FT OF LOT 32. GARDEN FARM ADDITION

(ati) To rezone the following described property at 4111 WOODSTOCK AVE SE (parcel number 41-18-19-328-072) from R-3 Residential District to R-2 Residential District:

S 50 FT OF N 149 FT OF LOTS 32 & 33. GARDEN FARM ADDITION

(atj) To rezone the following described property at 4150 WOODSTOCK AVE SE (parcel number 41-18-19-328-074) from R-3 Residential District to R-2 Residential District:

W 171 FT OF LOTS 43 & 44 EX N 6 FT OF SD LOT 43* GARDEN FARM ADD

(atk) To rezone the following described property at 4117 WOODSTOCK AVE SE (parcel number 41-18-19-328-077) from R-3 Residential District to R-2 Residential District:

S 50 FT OF N 199 FT OF LOT 32 & S 51 FT OF N 200 FT OF LOT 33 * GARDEN FARM ADD SPLIT ON 02/19/2007 FROM 41-18-19-328-073, 41-18-19-328-038;

(atl) To rezone the following described property at 333 BELLEVUE ST SE (parcel number 41-18-19-328-078) from R-3 Residential District to R-2 Residential District:

S 99 FT LOT 33 * GARDEN FARM ADD. SPLIT ON 02/19/2007 FROM 41-18-19-328-073, 41-18-19-328-038;

(atm) To rezone the following described property at 308 WILBUR ST SE (parcel number 41-18-19-328-079) from R-3 Residential District to R-2 Residential District:

LOTS 15, 16 & 17 BLK 8 * SOUTH LAWN PARK SPLIT ON 11/26/2007 FROM 41-18-19-328-011, 41-18-19-328-010, 41-18-19-328-012;

(atn) To rezone the following described property at 4158 WOODSTOCK AVE SE (parcel number 41-18-19-328-080) from R-3 Residential District to R-2 Residential District:

PART OF LOT 45 COM AT SW COR OF SD LOT TH N ALONG W LINE TO NW COR OF SD LOT TH E ALONG N LOT LINE TO W LINE OF E 133 FT OF SD LOT TH S ALONG SD W LINE 46.9 FT TH W ALONG N LINE OF S 4 FT OF SD LOT 28.0 FT TO A PT 137 FT E OF W LINE OF SD LOT TH S 4 FT TO

(ato) To rezone the following described property at 4162 WOODSTOCK AVE SE (parcel number 41-18-19-328-082) from R-3 Residential District to R-2 Residential District:

PART OF LOT 46 COM AT SW COR OF SD LOT TH E ALONG S LOT LINE 135.0 FT TO W LINE OF E 165 FT OF SD LOT TH N ALONG SD W LINE TO N LOT LINE OF SD LOT TH W ALONG SD N LINE TO W LOT LINE OF SD LOT TH S ALONG SD W LINE TO BEG * GARDEN FARM ADD SPLIT ON

01/12/20

(atp) To rezone the following described property at 4161 MADISON AVE SE (parcel number 41-18-19-328-083) from R-3 Residential District to R-2 Residential District:

LOT TH N ALONG SD W LINE TO BEG * GARDEN FARM ADD SPLIT ON 07/06/2009 FROM 41-18-19-328-069, 41-18-19-328-081;

(atq) To rezone the following described property at 4151 MADISON AVE SE (parcel number 41-18-19-328-084) from R-3 Residential District to R-2 Residential District:

LOT 43 EX N 6 FT OF W 150 FT & EX E 33 FT & EX W 171 FT OF REMAINDER ALSO LOT 44 EX W 171 FT & EX E 33 FT * GARDEN FARM ADD SPLIT/COMBINED ON 12/02/2021 FROM 41-18-19-328-076, 41-18-19-328-053;

(atr) To rezone the following described property at 4140 JEFFERSON AVE SE (parcel number 41-18-19-329-001) from R-3 Residential District to R-2 Residential District:

N 150 FT OF THAT PT OF LOTS 59 & 60 LYING E OF JEFFERSON AVE. GARDEN FARM ADDITION

(ats) To rezone the following described property at 4160 JEFFERSON AVE SE (parcel number 41-18-19-329-002) from R-3 Residential District to R-2 Residential District:

S 75 FT OF N 225 FT OF THAT PT LOTS 59 & 60 LYING E OF JEFFERSON AVE. GARDEN FARM ADDN

(att) To rezone the following described property at 4200 JEFFERSON AVE SE (parcel number 41-18-19-329-003) from R-3 Residential District to R-2 Residential District:

THAT PT LOTS 59 & 60 LYING E OF JEFFERSON AVE EX N 225 FT. GARDEN FARM ADDITION

(atu) To rezone the following described property at 224 BELLEVUE ST SE (parcel number 41-18-19-329-008) from R-3 Residential District to R-2 Residential District:

LOT 55 & E 24 FT OF LOT 56. GARDEN FARM ADDN

(atv) To rezone the following described property at 236 BELLEVUE ST SE (parcel number 41-18-19-329-009) from R-3 Residential District to R-2 Residential District:

LOT 54. GARDEN FARM ADDITION

(atw) To rezone the following described property at 246 BELLEVUE ST SE (parcel number 41-18-19-329-010) from R-3 Residential District to R-2 Residential District:

LOTS 52 & 53. GARDEN FARM ADDITION

(atx) To rezone the following described property at 310 BELLEVUE ST SE (parcel number 41-18-19-329-011) from R-3 Residential District to R-2 Residential District:

LOT 51. GARDEN FARM ADDITION

(aty) To rezone the following described property at 318 BELLEVUE ST SE (parcel number 41-18-19-329-012) from R-3 Residential District to R-2 Residential District:

LOT 50. GARDEN FARM ADDITION

(atz) To rezone the following described property at 324 AND 326 BELLEVUE ST SE (parcel number 41-18-19-329-013) from R-3 Residential District to R-2 Residential District:

LOT 49. GARDEN FARM ADDITION

(aua) To rezone the following described property at 332 BELLEVUE ST SE (parcel number 41-18-19-329-014) from R-3 Residential District to R-2 Residential District:

LOT 48. GARDEN FARM ADDITION

(aub) To rezone the following described property at 334 BELLEVUE ST SE (parcel number 41-18-19-329-015) from R-3 Residential District to R-2 Residential District:

LOT 47. GARDEN FARM ADDITION

(auc) To rezone the following described property at 218 BELLEVUE ST SE (parcel number 41-18-19-329-035) from R-3 Residential District to R-2 Residential District:

LOT 56 EX E 24 FT ALSO LOTS 57 & 58 * GARDEN FARM ADDN

Section 2. That this ordinance shall take effect on _____, 2026

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

CITY OF WYOMING

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

January 28, 2026

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for a rezoning from R-3 Residential District to R-2 Residential District for all R-3 zoned parcels (Sections 2, 10, 11, 14, 15, 16, 18, 19, 23, 24, 26, & 27) (Wyoming Planning Staff).

Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on January 21, 2026. At the meeting, staff recommended approval of the rezoning request and a motion was made by LaPlaca, supported by Gilreath-Watts, to recommend that City Council approve the proposed rezoning. The motion to approve this rezoning request passed unanimously.

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

Nearly all the subject properties do not meet dimensional size and width requirements, and due to this nonconforming status, reinvestment into these properties is restricted. The proposed R-2 Residential zone district provides dimensional standards that are more compatible with the traditional suburban development patterns of these neighborhoods and removes barriers to reinvestment in these traditional suburban neighborhoods. The proposed text amendments from the January 21 Planning Commission meeting include the combination of the R-2 and R-3 Residential Districts into the R-2 Residential District.

In-depth public engagement was conducted by staff including over 15,700 mailings to property owners, a dedicated interactive webpage, and nearly one month of fielding questions and calls from members of the public. Numerous residents were present at the meeting, and no members of the public offered comment. Commissioner Weller clarified that this rezoning would remove the R-3 zoning district.

If approved for the proposed rezoning request, the property owners of R-3 parcels would not be required to make any changes to their properties. Since nonconformities would be reduced as a result of the rezoning, property owners would have the opportunity to reinvest into their property after receiving the necessary permits from the Building Inspections Office.

Respectfully submitted,



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

Cc: John Shay, City Manager

Hofert clarified that the existing two-family homes were reviewed prior to the zoning ordinance change that restricted then to the R-3 district with the larger lot and width requirements. Hofert also commented that there have been a small number of variances allowing duplexes since that restriction, but reminded the Commission of the requirements for granting a variance.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2
Request for a rezoning from R-3 Residential District to R-2 Residential District for all R-3 zoned parcels. (Sections 2, 10, 11, 14, 15, 16, 18, 19, 23, 24, 26 & 27) (Wyoming Planning Staff)

Smith explained that the sites are all zoned R-3 Residential District and outlined the various uses of the surrounding land.

Smith said that the Wyoming Planning staff recommends that all parcels in the R-3 Residential zone district be rezoned to the R-2 Residential zone district. The majority of properties in the R-3 Residential zone district do not meet the minimum dimensional standards, including both minimum lot size and minimum lot width, and reinvestment in these properties is limited by their existing nonconforming status. The proposed R-2 Residential zone district provides dimensional standards that are more compatible with the traditional suburban development patterns of these neighborhoods and removes barriers to reinvestment in these traditional suburban neighborhoods.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

(A) *Consistency with the adopted master plan*;
The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies these parcels as a variety of future land uses, but more than 96% of them are marked as Traditional Residential. "This category comprises smaller lot single-family detached properties in established residential neighborhoods, as well as integrated single-family attached and multifamily development." The Master Plan clearly states that "reinvestment should be encouraged" in these neighborhoods and that developments should "reflect local scale and character." The proposed rezoning from R-3 Residential to R-2 Residential allows for greater flexibility in lot size and building dimensions, which should allow for greater reinvestment and also permit homeowners to make such investments in way that respects the traditional building patterns in their neighborhoods. In remaining residentially zoned and increasing the opportunity for reinvestment, this rezoning is consistent with the Master Plan.

The vast majority of R-3 Residential parcels are Traditional Residential, but other future land uses include: Business Park, Mixed Use, Public/Semi-Public, and Suburban Residential. Across all future land use designations, the Master Plan calls for the enhancement of existing neighborhoods and, specifically, for supporting reinvestment in the City's oldest neighborhoods. The Master Plan acknowledges that these oldest neighborhoods tend to have smaller lots. The proposed rezoning includes some of the oldest platted neighborhoods in the City of Wyoming, which do have smaller lot sizes and would benefit from the increased reinvestment opportunities provided by this rezoning. In remaining residentially zoned and increasing the opportunity for reinvestment, this rezoning is consistent with the Master Plan.

(B) *Compatibility of the allowed uses with existing and future land uses;*
The uses allowed in the proposed R-2 Residential zone district are the same as those allowed in the current R-3 Residential zone district and the vast majority of the future land use designations and are therefore compatible.

A few of the properties are designated as Business Park, which is incompatible with both the current and proposed zoning. Under both the current and proposed zoning, those parcels would need to seek a rezoning if they were to redevelop for industrial use.

(C) *Capability of the property to be served by public services*;
The properties are currently served by public services and utilities.

(D) *Ability of the property to be used as currently zoned*; *and*
R-3 Residential District, the current zoning district for these properties, allows for single- and two-family residential. However, the majority of the parcels in the zone district do not meet the minimum dimensional standards for R-3 Residential and, as existing nonconforming properties, limit opportunities for reinvestment. The proposed R-2 Residential zoning will provide greater opportunities for reinvestment and neighborhood enhancement, as defined by the Master Plan.

(E) *Appropriateness of all uses allowed within the proposed district at the property location.*
The uses allowed in the proposed R-2 Residential zone district are the same as those allowed in the current R-3 Residential zone district and the vast majority of the future land use designations and are therefore compatible

STAFF COMMENTS

(A) Dimensional Standards
The majority of the parcels in the current R-3 Residential zone district do not meet the minimum dimensional standards. The minimum lot size in the current district is 12,000 square feet and the minimum lot width is 100 feet. The proposed R-2 Residential zone district allows for smaller lots that respect the traditional character of these neighborhoods as some of the oldest platted parcels in the City of Wyoming.

(B) *Process*

The Planning Commission is only considering the rezoning of this parcel. The rezoning will receive two readings at City Council.

- January 21 – Planning Commission considers rezoning request.
- February 2 – City Council hears the first reading of the rezoning request.
- March 2 – City Council hears the second reading of the rezoning request.

CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:
Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

This rezoning allows for expanded reinvestment opportunities in these traditional suburban neighborhoods within the City of Wyoming. In do so, this rezoning will contribute to both the economic strength of these neighborhoods and provide social equity for their residents.

Smith said that the Development Review Team recommends the Planning Commission grant the R-2 rezoning request for all R-3 zoned properties and recommend the same to City Council.

Micele opened the public hearing at 7:56PM.

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

A motion was made by LaPlaca, supported by Gilreath-Watts to grant the R-2 rezoning request for all R-3 zoned properties and recommend the same to City Council.

Weller asked if this change would get rid of R-3.

Smith confirmed that the intent is that Zone R-3 would not exist anymore.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3

Request for a special land use for an automobile gasoline and automobile service station at 138 36th St SW, 150 36th St SW, and 3636 Buchanan Ave SW (Section 24) (Jason Berris, A.G.O.)

Blair explained that the site is zoned B-2 General Business District and outlined the various uses of the surrounding land.