



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

- 1) Call to Order**
- 2) Invocation – Vanessa Alvarez, Amazing 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 February 16, 2026, Regular Meeting
- 6) Approval of Agenda**
- 7) Public Hearings**  
*If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialogue or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*  
7:01 p.m. To Receive Comment on the Proposed Vacation of a Portion of 56th Street SW Located West of Clay and East of US-131 to Adjacent Properties at 505, 560, and 588 56th Street SW, and 5635 Clay Ave SW
- 8) Public Comment on Agenda Items**  
*This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialogue or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*
- 9) Presentations and Proclamations**
  - a) Presentations
  - b) Proclamations
- 10) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 11) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 12) Budget Amendments**
- 13) Consent Agenda**  
*All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.*
  - a) To Schedule a Public Hearing on the Necessity of and Specially Assessing the Cost for a Spongy Moth Suppression Project, Special Assessment Roll 26-823 (March 16, 2026, at 7:01 p.m.)

- b) To Schedule a Public Hearing on the Necessity of and Specially Assessing the Cost for a Spongy Moth Suppression Project, Special Assessment Roll 26-824 (March 16, 2026, at 7:02 p.m.)
- c) To set a Public Hearing for the Approval of an Application for Two Industrial Facilities Exemption Certifications for Leedy Manufacturing Company in Industrial Development District and Plant Rehabilitation District No. 134 (March 16, 2026, at 7:03 p.m.)

**14) Resolutions**

- d) To Remove Sections of Urban Avenue, Florida Avenue, Wyoming Avenue, Sharon Avenue, Walton Avenue, Bloomfield Avenue, Caraway Avenue, and Haughey Avenue Located Within the City of Wyoming from the Municipal Street System
- e) To Dedicate Holtwood Court Located Within the City of Wyoming to be Included in the Municipal Street System

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

- f) To Accept a Proposal for Drinking Water Plant Filtration Pilot Study Oversight
- g) To Accept a Proposal for Repair of an Elevator at the Drinking Water Plant
- h) For Award of Bid
  - 1. Lamar Park Grandstand Caulking and Waterproofing
  - 2. Weed Control and Property Maintenance Cleanup

**16) Ordinances**

- 3-26 To Amend Chapter 14, Article XIII, of the Code of Ordinances, Addressing Mobile Food Vendor Licenses (Final 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" (Final 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 (Final Reading)
- 6-26 To Amend Chapter 86-Utilities, Article II-Water Systems, Division 1 Generally, Sections 86-15 and 86-18 to Add a Provision to Regulate Hydrant Use, Add Corporations as a Responsible Entity, and Increase Fines for Violations (First Reading)
- 7-26 Ordinance to Amend Zoning Code Sections 90-201 "Definitions A", 90-211 "Definitions K", 90-401B "Principal Permitted Uses", 90-402b "Permitted Uses After Special Approval", 90-413B "Permitted Uses After Special Approval", 90-425B "Permitted Uses After Special Approval", 90-431B "Permitted Uses After Special Approval", 90-508 "Requirements for Permitted Uses After Special Approval", 90-1406 "Corridor Center Area (CC)", 90-1407 "Corridor Urban Area (CU)", 90-1408 "Corridor General Area (CG)", 90-1409 "Corridor Sub-Urban Area (CS)", 90-1410 "Corridor Edge Area (CE)", 90-1411 "Corridor Neighborhood Area (CN)", and 90-2101 "Definitions A" (First Reading)

**17) Informational Material**

**18) Acknowledgment of Visitors**

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

**19) Closed Session – Negotiation of a Collective Bargaining Agreement**

**20) Adjournment**

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

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

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE NECESSITY OF AND  
SPECIALLY ASSESSING THE COSTS FOR A SPONGY MOTH SUPPRESSION PROJECT,  
SPECIAL ASSESSMENT ROLL 26-823

WHEREAS:

1. Spongy moths can cause tree and plant damage such as defoliation, stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (*e.g.*, cars, roofs, siding, windows, patios, decks and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings and potentially, reduced property values.
2. The City Council directed the City Manager to prepare plans and specifications and an estimate of cost for a spongy moth suppression project as described below.
3. The City Manager caused the preparation of those plans and specifications and filed them with the City Clerk, together with certain recommendations as required by the City Charter and City Code of the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the plans and specifications, cost estimate and report for the 2026 spongy moth suppression project, shall remain on file in the Office of the City Clerk, and shall be available for public examination.
2. That all the costs of that public improvement be specially assessed against parcels specially benefitted from that project as depicted within the drawing attached as Exhibit A and listed by tax parcel numbers and addresses on Exhibit B that together comprise the proposed special assessment district 26-823.
3. The City Council will hold a public hearing during its regular meeting of Monday, **March 16, 2026, at 7:01 p.m.**, to hear from all persons affected by or interested in the proposed 2026 spongy moth suppression project or who own or occupy property in the proposed special assessment district.
4. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
  - a. Published once in the *Grand Rapids Press*, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
  - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten 10 days before the time of the hearing.
5. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

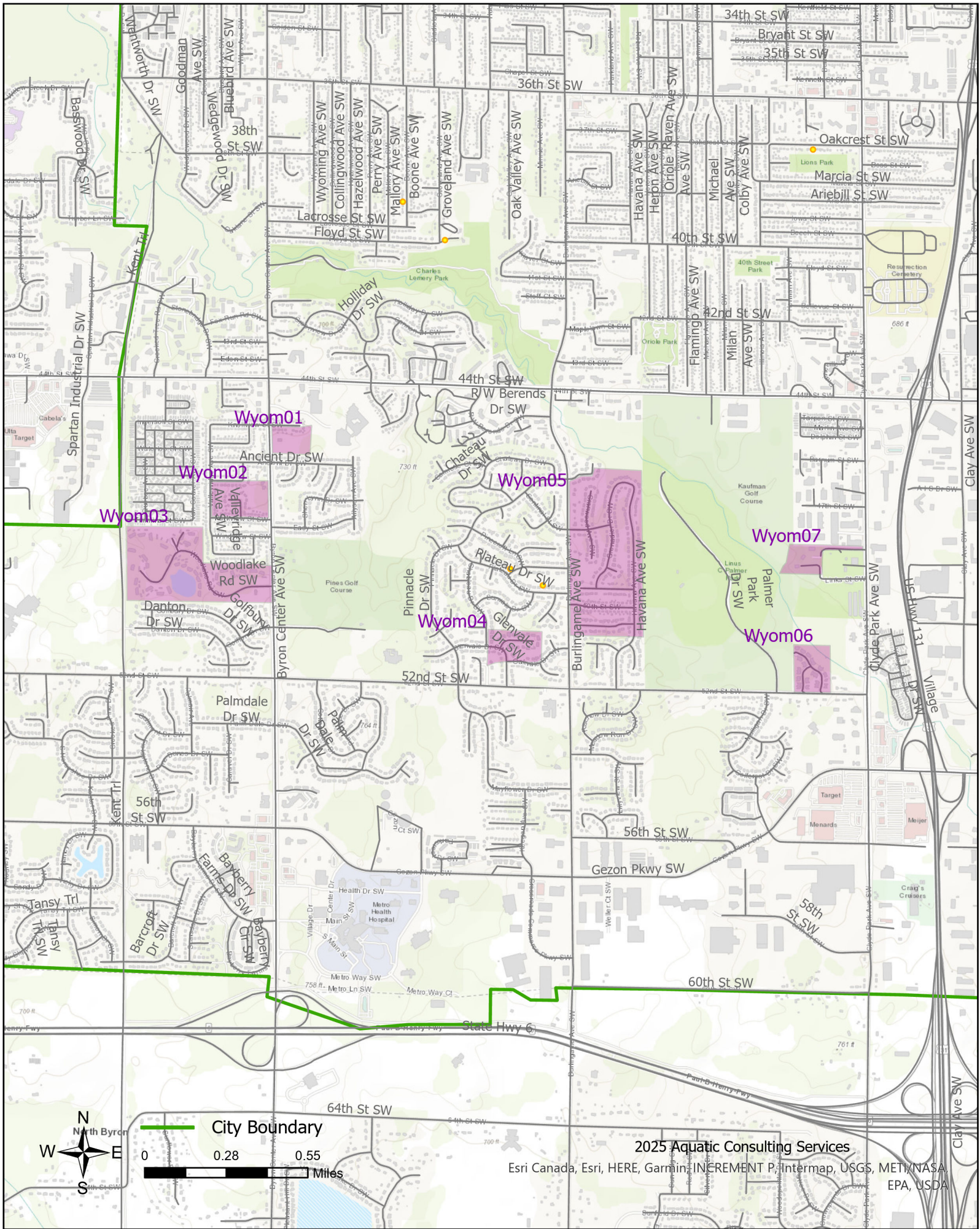
Exhibit A – Aerial Spray Map

Exhibit B – List of Parcels in Proposed Special Assessment District

Exhibit C – Form of Notice of Public Hearing (1<sup>st</sup> Letter)

Resolution No. \_\_\_\_\_

# City of Wyoming Spongy Moth Report Map 2026



City Boundary

2025 Aquatic Consulting Services

Esri Canada, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-823

41-17-26-276-028	862	47TH ST SW	41-17-26-303-007	2450	CHASSELL ST SW
41-17-26-156-015	1430	50TH ST SW	41-17-26-302-022	2460	CHASSELL ST SW
41-17-26-303-014	1431	50TH ST SW	41-17-26-303-006	2470	CHASSELL ST SW
41-17-26-302-014	1436	50TH ST SW	41-17-26-302-006	2500	CHASSELL ST SW
41-17-26-303-013	1437	50TH ST SW	41-17-26-352-018	2510	CHASSELL ST SW
41-17-26-302-013	1442	50TH ST SW	41-17-26-352-006	2520	CHASSELL ST SW
41-17-26-305-020	1443	50TH ST SW	41-17-26-302-021	2530	CHASSELL ST SW
41-17-26-305-019	1450	50TH ST SW	41-17-26-303-005	2550	CHASSELL ST SW
41-17-26-305-018	1451	50TH ST SW	41-17-26-302-005	2540	CHASSELL ST SW
41-17-26-303-012	1456	50TH ST SW	41-17-26-151-019	4669	CRANWOOD AVE SW
41-17-26-302-012	1457	50TH ST SW	41-17-26-352-017	4670	CRANWOOD AVE SW
41-17-26-303-011	1464	50TH ST SW	41-17-26-352-007	4681	CRANWOOD AVE SW
41-17-26-302-011	1465	50TH ST SW	41-17-26-303-004	4682	CRANWOOD AVE SW
41-17-26-302-027	1504	50TH ST SW	41-17-26-302-004	4693	CRANWOOD AVE SW
41-17-26-305-017	1505	50TH ST SW	41-17-26-302-020	4694	CRANWOOD AVE SW
41-17-26-303-010	1511	50TH ST SW	41-17-26-303-003	4701	CRANWOOD AVE SW
41-17-26-302-010	1512	50TH ST SW	41-17-26-151-018	4702	CRANWOOD AVE SW
41-17-26-305-028	1518	50TH ST SW	41-17-26-352-016	4713	CRANWOOD AVE SW
41-17-26-303-009	1519	50TH ST SW	41-17-26-302-003	4714	CRANWOOD AVE SW
41-17-26-305-021	1526	50TH ST SW	41-17-26-352-008	4725	CRANWOOD AVE SW
41-17-26-302-026	1527	50TH ST SW	41-17-26-153-003	4726	CRANWOOD AVE SW
41-17-26-302-009	1532	50TH ST SW	41-17-26-303-002	4737	CRANWOOD AVE SW
41-17-26-305-016	1533	50TH ST SW	41-17-26-302-002	4738	CRANWOOD AVE SW
41-17-26-352-023	1540	50TH ST SW	41-17-26-302-019	4749	CRANWOOD AVE SW
41-17-26-352-001	1541	50TH ST SW	41-17-26-151-017	4746	CRANWOOD AVE SW
41-17-26-305-027	1546	50TH ST SW	41-17-26-352-026	4754	CRANWOOD AVE SW
41-17-26-302-025	1547	50TH ST SW	41-17-26-302-018	4755	CRANWOOD AVE SW
41-17-26-352-022	4680	BURLINGAME AVE SW	41-17-26-301-019	4786	CRANWOOD AVE SW
41-17-26-352-002	4690	BURLINGAME AVE SW	41-17-26-151-016	4798	CRANWOOD AVE SW
41-17-26-305-026	4696	BURLINGAME AVE SW	41-17-26-352-014	4801	CRANWOOD AVE SW
41-17-26-302-024	4700	BURLINGAME AVE SW	41-17-26-352-027	4802	CRANWOOD AVE SW
41-17-26-352-021	4726	BURLINGAME AVE SW	41-17-26-302-017	4813	CRANWOOD AVE SW
41-17-26-352-003	4790	BURLINGAME AVE SW	41-17-26-153-002	4814	CRANWOOD AVE SW
41-17-26-305-025	4794	BURLINGAME AVE SW	41-17-26-151-015	4825	CRANWOOD AVE SW
41-17-26-302-023	4798	BURLINGAME AVE SW	41-17-26-352-024	4826	CRANWOOD AVE SW
41-17-26-352-020	4948	BURLINGAME AVE SW	41-17-26-352-011	4837	CRANWOOD AVE SW
41-17-26-305-024	4990	BURLINGAME AVE SW	41-17-26-151-014	4838	CRANWOOD AVE SW
41-17-26-352-004	4677	BYRON CENTER AVE SW	41-17-26-352-012	4849	CRANWOOD AVE SW
41-17-26-303-008	4753	BYRON CENTER AVE SW	41-17-26-151-013	4850	CRANWOOD AVE SW
41-17-26-302-008	5076	CHABLEAU DR SW	41-17-27-474-023	1690	GLENVALE CT SW
41-17-26-352-028	5088	CHABLEAU DR SW	41-17-27-474-010	1691	GLENVALE CT SW
41-17-26-302-007	5100	CHABLEAU DR SW	41-17-27-474-009	1702	GLENVALE CT SW
41-17-26-352-005	2440	CHASSELL ST SW	41-17-27-474-022	1703	GLENVALE CT SW

Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-823

41-17-27-474-011	1714	GLENVALE CT SW	41-17-28-288-011	4776	GRENADIER DR SW
41-17-27-474-008	1715	GLENVALE CT SW	41-17-28-279-004	4787	GRENADIER DR SW
41-17-27-474-021	1726	GLENVALE CT SW	41-17-28-288-010	4788	GRENADIER DR SW
41-17-27-474-012	1727	GLENVALE CT SW	41-17-28-279-003	4800	GRENADIER DR SW
41-17-27-474-007	1732	GLENVALE CT SW	41-17-28-288-009	4801	GRENADIER DR SW
41-17-27-474-020	1739	GLENVALE CT SW	41-17-28-288-008	4812	GRENADIER DR SW
41-17-27-474-013	1746	GLENVALE CT SW	41-17-28-279-001	4813	GRENADIER DR SW
41-17-27-474-006	1751	GLENVALE CT SW	41-17-28-279-029	4824	GRENADIER DR SW
41-17-27-474-014	1763	GLENVALE CT SW	41-17-28-288-006	4825	GRENADIER DR SW
41-17-27-474-033	1780	GLENVALE CT SW	41-17-26-154-009	4836	GRENADIER DR SW
41-17-27-474-015	1787	GLENVALE CT SW	41-17-26-156-012	4837	GRENADIER DR SW
41-17-27-474-004	1778	GLENVALE DR SW	41-17-26-154-014	4848	GRENADIER DR SW
41-17-27-474-003	1790	GLENVALE DR SW	41-17-26-154-013	4849	GRENADIER DR SW
41-17-27-472-002	1818	GLENVALE DR SW	41-17-26-156-024	4855	GRENADIER DR SW
41-17-27-474-016	1830	GLENVALE DR SW	41-17-26-156-025	4867	GRENADIER DR SW
41-17-27-474-001	1452	GRENADIER CT SW	41-17-26-154-019	4876	GRENADIER DR SW
41-17-27-472-001	1440	GRENADIER CT SW	41-17-26-156-013	4879	GRENADIER DR SW
41-17-27-461-007	1441	GRENADIER CT SW	41-17-26-152-010	4882	GRENADIER DR SW
41-17-27-461-006	1453	GRENADIER CT SW	41-17-26-154-028	4883	GRENADIER DR SW
41-17-26-352-015	1464	GRENADIER CT SW	41-17-26-154-003	4897	GRENADIER DR SW
41-17-26-156-008	1465	GRENADIER CT SW	41-17-26-156-014	4699	HAVANA AVE SW
41-17-27-110-010	4748	GRENADIER DR SW	41-17-26-157-011	4664	HAVANA AVE SW
41-17-27-110-011	4737	GRENADIER DR SW	41-17-26-151-010	4665	HAVANA AVE SW
41-17-27-110-012	4622	GRENADIER DR SW	41-17-26-152-009	4677	HAVANA AVE SW
41-17-27-110-013	4623	GRENADIER DR SW	41-17-26-154-027	4678	HAVANA AVE SW
41-17-27-110-014	4635	GRENADIER DR SW	41-17-26-157-002	4682	HAVANA AVE SW
41-17-27-110-015	4646	GRENADIER DR SW	41-17-26-154-004	4706	HAVANA AVE SW
41-17-27-110-016	4664	GRENADIER DR SW	41-17-26-156-003	4725	HAVANA AVE SW
41-17-27-110-017	4675	GRENADIER DR SW	41-17-26-151-011	4728	HAVANA AVE SW
41-17-27-110-018	4687	GRENADIER DR SW	41-17-26-152-008	4731	HAVANA AVE SW
41-17-28-288-033	4688	GRENADIER DR SW	41-17-26-154-005	4734	HAVANA AVE SW
41-17-28-288-030	4693	GRENADIER DR SW	41-17-26-154-026	4737	HAVANA AVE SW
41-17-28-288-029	4701	GRENADIER DR SW	41-17-26-151-021	4746	HAVANA AVE SW
41-17-28-279-028	4704	GRENADIER DR SW	41-17-26-151-022	4749	HAVANA AVE SW
41-17-28-288-028	4712	GRENADIER DR SW	41-17-26-152-007	4765	HAVANA AVE SW
41-17-28-279-009	4713	GRENADIER DR SW	41-17-26-154-017	4779	HAVANA AVE SW
41-17-28-288-027	4724	GRENADIER DR SW	41-17-26-154-025	4786	HAVANA AVE SW
41-17-28-279-008	4725	GRENADIER DR SW	41-17-28-288-001	4795	HAVANA AVE SW
41-17-28-288-026	4736	GRENADIER DR SW	41-17-26-156-004	4798	HAVANA AVE SW
41-17-28-279-007	4749	GRENADIER DR SW	41-17-26-157-003	4801	HAVANA AVE SW
41-17-28-279-006	4752	GRENADIER DR SW	41-17-26-156-005	4806	HAVANA AVE SW
41-17-28-288-012	4764	GRENADIER DR SW	41-17-26-152-006	4813	HAVANA AVE SW
41-17-28-279-005	4771	GRENADIER DR SW	41-17-26-154-018	4818	HAVANA AVE SW

Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-823

41-17-26-154-024	4822	HAVANA AVE SW	41-17-26-155-002	4742	KAREL-JEAN CT SW
41-17-28-288-002	4825	HAVANA AVE SW	41-17-26-156-011	4746	KAREL-JEAN CT SW
41-17-28-288-016	4834	HAVANA AVE SW	41-17-26-156-021	4754	KAREL-JEAN CT SW
41-17-28-288-017	4837	HAVANA AVE SW	41-17-26-155-001	4758	KAREL-JEAN CT SW
41-17-28-288-015	4845	HAVANA AVE SW	41-17-26-157-012	4762	KAREL-JEAN CT SW
41-17-26-156-006	4846	HAVANA AVE SW	41-17-26-155-005	2310	KNOLLVIEW ST SW
41-17-26-152-005	4857	HAVANA AVE SW	41-17-26-156-032	2322	KNOLLVIEW ST SW
41-17-26-154-008	4858	HAVANA AVE SW	41-17-26-151-007	2334	KNOLLVIEW ST SW
41-17-26-156-016	4869	HAVANA AVE SW	41-17-26-152-001	2346	KNOLLVIEW ST SW
41-17-26-151-006	4870	HAVANA AVE SW	41-17-26-156-030	2358	KNOLLVIEW ST SW
41-17-26-154-023	4881	HAVANA AVE SW	41-17-26-153-001	2362	KNOLLVIEW ST SW
41-17-28-288-018	4882	HAVANA AVE SW	41-17-26-301-028	2374	KNOLLVIEW ST SW
41-17-28-288-003	4893	HAVANA AVE SW	41-17-26-157-013	2386	KNOLLVIEW ST SW
41-17-26-157-004	4894	HAVANA AVE SW	41-17-26-305-011	2398	KNOLLVIEW ST SW
41-17-26-156-028	4905	HAVANA AVE SW	41-17-26-301-022	1687	OAKVALE DR SW
41-17-28-288-014	4906	HAVANA AVE SW	41-17-26-301-008	1699	OAKVALE DR SW
41-17-26-157-005	4911	HAVANA AVE SW	41-17-26-156-031	1711	OAKVALE DR SW
41-17-28-288-019	4928	HAVANA AVE SW	41-17-26-301-029	1723	OAKVALE DR SW
41-17-26-156-007	4934	HAVANA AVE SW	41-17-26-157-014	5172	OLEN CT SW
41-17-26-152-004	4941	HAVANA AVE SW	41-17-26-305-012	2415	PARKVIEW ST SW
41-17-26-156-029	4956	HAVANA AVE SW	41-17-26-301-023	2425	PARKVIEW ST SW
41-17-28-288-013	4959	HAVANA AVE SW	41-17-26-301-009	2437	PARKVIEW ST SW
41-17-26-154-022	4960	HAVANA AVE SW	41-17-26-305-001	2449	PARKVIEW ST SW
41-17-28-288-020	4976	HAVANA AVE SW	41-17-26-301-030	2453	PARKVIEW ST SW
41-17-28-288-004	4991	HAVANA AVE SW	41-17-26-304-018	2465	PARKVIEW ST SW
41-17-28-288-021	4994	HAVANA AVE SW	41-17-26-304-019	2503	PARKVIEW ST SW
41-17-26-157-006	5002	HAVANA AVE SW	41-17-26-305-013	2515	PARKVIEW ST SW
41-17-28-288-022	5003	HAVANA AVE SW	41-17-26-301-024	2527	PARKVIEW ST SW
41-17-28-288-005	5012	HAVANA AVE SW	41-17-26-301-010	2539	PARKVIEW ST SW
41-17-26-152-003	5022	HAVANA AVE SW	41-17-26-305-002	2543	PARKVIEW ST SW
41-17-26-154-010	5023	HAVANA AVE SW	41-17-26-301-031	1530	PINNACLE EAST SW
41-17-26-156-023	5032	HAVANA AVE SW	41-17-26-304-008	1540	PINNACLE EAST SW
41-17-26-156-026	5033	HAVANA AVE SW	41-17-26-305-014	1550	PINNACLE EAST SW
41-17-28-288-034	5042	HAVANA AVE SW	41-17-26-301-025	1560	PINNACLE EAST SW
41-17-26-154-030	5043	HAVANA AVE SW	41-17-26-301-011	1570	PINNACLE EAST SW
41-17-26-154-031	4721	KAREL-JEAN CT SW	41-17-26-305-003	1580	PINNACLE EAST SW
41-17-28-288-023	4722	KAREL-JEAN CT SW	41-17-26-301-032	1590	PINNACLE EAST SW
41-17-26-152-002	4723	KAREL-JEAN CT SW	41-17-26-305-004	1542	SENTINAL ST SW
41-17-28-288-035	4726	KAREL-JEAN CT SW	41-17-26-304-009	1564	SENTINAL ST SW
41-17-28-288-036	4733	KAREL-JEAN CT SW	41-17-26-305-015	1452	TRENTWOOD ST SW
41-17-26-156-027	4734	KAREL-JEAN CT SW	41-17-26-301-026	1461	TRENTWOOD ST SW
41-17-28-288-007	4737	KAREL-JEAN CT SW	41-17-26-301-012	1464	TRENTWOOD ST SW
41-17-26-156-020	4738	KAREL-JEAN CT SW	41-17-26-301-033	1473	TRENTWOOD ST SW

Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-823

41-17-26-301-013	1476	TRENTWOOD ST SW	41-17-26-301-018	1550	WOODHILL CT SW
41-17-26-305-005	1485	TRENTWOOD ST SW			
41-17-26-304-010	1488	TRENTWOOD ST SW			
41-17-26-301-014	1497	TRENTWOOD ST SW			
41-17-26-305-006	1500	TRENTWOOD ST SW			
41-17-26-304-011	1501	TRENTWOOD ST SW			
41-17-26-305-022	1512	TRENTWOOD ST SW			
41-17-26-301-015	1524	TRENTWOOD ST SW			
41-17-26-305-007	1536	TRENTWOOD ST SW			
41-17-26-305-023	1548	TRENTWOOD ST SW			
41-17-26-304-012	1556	TRENTWOOD ST SW			
41-17-26-301-016	1557	TRENTWOOD ST SW			
41-17-26-305-008	1562	TRENTWOOD ST SW			
41-17-26-304-013	1549	TRENTWOOD ST SW			
41-17-26-301-017	4752	VALLEYRIDGE AVE SW			
41-17-26-305-009	4702	VALLEYRIDGE AVE SW			
41-17-26-304-020	4714	VALLEYRIDGE AVE SW			
41-17-26-305-010	4726	VALLEYRIDGE AVE SW			
41-17-26-304-022	4738	VALLEYRIDGE AVE SW			
41-17-26-304-016	4748	VALLEYRIDGE AVE SW			
41-17-26-302-016	4764	VALLEYRIDGE AVE SW			
41-17-26-302-001	1470	WOODHILL CT SW			
41-17-26-304-017	1471	WOODHILL CT SW			
41-17-26-302-015	1480	WOODHILL CT SW			
41-17-26-304-001	1481	WOODHILL CT SW			
41-17-26-304-002	1490	WOODHILL CT SW			
41-17-26-303-001	1491	WOODHILL CT SW			
41-17-26-303-015	1500	WOODHILL CT SW			
41-17-26-304-003	1501	WOODHILL CT SW			
41-17-26-370-001	1510	WOODHILL CT SW			
41-17-26-303-016	1511	WOODHILL CT SW			
41-17-26-370-002	1520	WOODHILL CT SW			
41-17-26-370-003	1521	WOODHILL CT SW			
41-17-26-360-001	1530	WOODHILL CT SW			
41-17-26-370-004	1531	WOODHILL CT SW			
41-17-26-360-002	1540	WOODHILL CT SW			
41-17-26-370-005	1541	WOODHILL CT SW			
41-17-26-360-003	1551	WOODHILL CT SW			
41-17-27-456-004	1560	WOODHILL CT SW			
41-17-27-456-005	1561	WOODHILL CT SW			
41-17-27-456-006	1570	WOODHILL CT SW			
41-17-27-470-021	1571	WOODHILL CT SW			
41-17-28-279-002	1581	WOODHILL CT SW			

March 5, 2026

**Re: Notice of Public Hearing to Determine Whether to Proceed with and Assess Property for a Spongy Moth Suppression Project**

Dear Property owner/occupant:

**Introduction:** The Wyoming City Council will hold a public hearing to consider whether to proceed with aerial spraying of a biological insecticide to control spongy moths in areas identified through a fall survey by an expert consultant and whether the city should charge owners of benefitted property for the cost of that project. Your property is within the proposed project area. If the City Council approves, the estimated cost of the project is **\$38.00** per residential lot (one-half acre or less). This amount would be added on the 2026 summer property tax bill.

**Legal Notice:** Consistent with the City's past practice, the City Council has tentatively determined to defray all costs of a project consisting of an aerial insecticide application for spongy moth suppression against the parcels in special assessment district 26-823. Therefore, as required by applicable law, the City Council caused the City Manager to prepare plans, specifications, estimated costs of and recommendations related to this project that are on file for public examination in the City Clerk's Office.

At its meeting on Monday, March 16, 2026, at 7:00 p.m., the City Council will hold a public hearing to take public comments from interested persons affected by this proposed project. This meeting will take place in the Council Chambers in City Hall, 1155 28<sup>th</sup> Street SW, Wyoming, Michigan. A map on the reverse side of this letter shows the areas included in the proposed special assessment district and a list of affected properties is on the City's website at [www.wyomingmi.gov](http://www.wyomingmi.gov), or by calling (616)530-7296 or emailing [clerk\\_info@wyomingmi.gov](mailto:clerk_info@wyomingmi.gov).

Those wishing to comment on this proposed spongy moth suppression project may send written comments to [clerk\\_info@wyomingmi.gov](mailto:clerk_info@wyomingmi.gov) or to City Hall by first class mail or in person at the meeting.

If you have any questions regarding this project or this notice, please contact the City Clerk's Office at (616) 530-7296.

Sincerely,



Kelli A. VandenBerg, City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE NECESSITY OF AND  
SPECIALLY ASSESSING THE COSTS FOR A SPONGY MOTH SUPPRESSION PROJECT,  
SPECIAL ASSESSMENT ROLL 26-824

WHEREAS:

1. Spongy moths can cause tree and plant damage such as defoliation, stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (*e.g.*, cars, roofs, siding, windows, patios, decks and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings and potentially, reduced property values.
2. The City Council directed the City Manager to prepare plans and specifications and an estimate of cost for a spongy moth suppression project as described below.
3. The City Manager caused the preparation of those plans and specifications and filed them with the City Clerk, together with certain recommendations as required by the City Charter and City Code of the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the plans and specifications, cost estimate and report for the 2026 spongy moth suppression project, shall remain on file in the Office of the City Clerk, and shall be available for public examination.
2. That all the costs of that public improvement be specially assessed against parcels specially benefitted from that project as depicted within the drawing attached as Exhibit A and listed by tax parcel numbers and addresses on Exhibit B that together comprise the proposed special assessment district 26-824.
3. The City Council will hold a public hearing during its regular meeting of Monday, **March 16, 2026, at 7:02 p.m.**, to hear from all persons affected by or interested in the proposed 2026 spongy moth suppression project or who own or occupy property in the proposed special assessment district.
4. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
  - a. Published once in the *Grand Rapids Press*, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
  - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten 10 days before the time of the hearing.
5. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

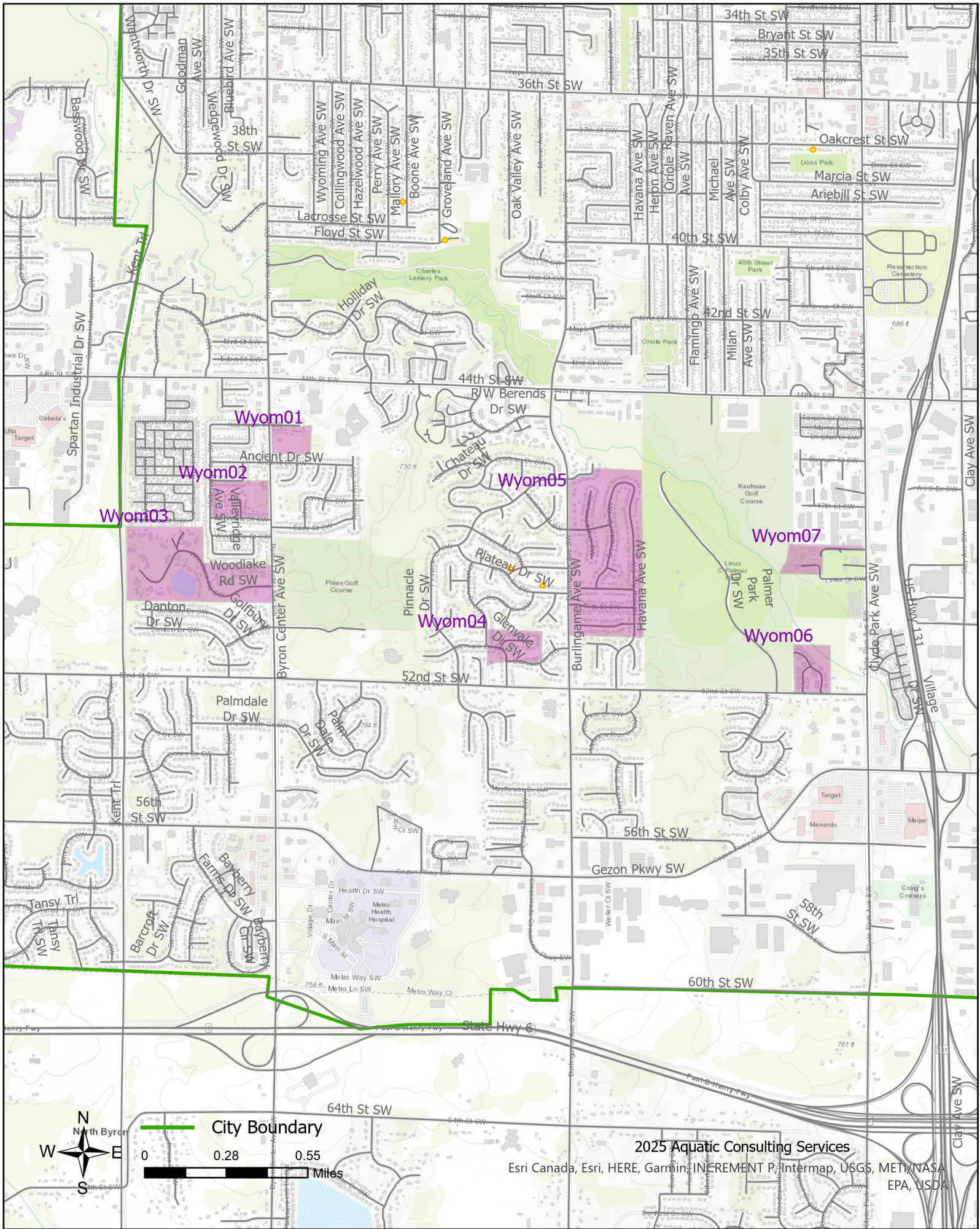
Exhibit A – Aerial Spray Map

Exhibit B – List of Parcels in Proposed Special Assessment District

Exhibit C – Form of Notice of Public Hearing (1<sup>st</sup> Letter)

Resolution No. \_\_\_\_\_

# City of Wyoming Spongy Moth Report Map 2026



Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-824

41-17-26-101-079	2100	44TH ST SW
41-17-26-154-002	4850	BURLINGAME AVE SW
41-17-26-154-012	4832	BURLINGAME AVE SW
41-17-26-154-015	4860	BURLINGAME AVE SW
41-17-26-157-015	4880	BURLINGAME AVE SW
41-17-26-301-001	4804	BURLINGAME AVE SW
41-17-26-301-020	4693	BYRON CENTER AVE SW
41-17-26-301-027	5001	BYRON CENTER AVE SW
41-17-26-301-036	4550	BYRON CENTER AVE SW
41-17-26-301-037	4715	BYRON CENTER AVE SW
41-17-26-301-038	4807	CLYDE PARK AVE SW
41-17-26-301-039	4861	CRANWOOD AVE SW
41-17-26-401-001	1775	GLENVALE CT SW
41-17-26-478-001	4661	GRENADIER DR SW
41-17-27-101-022	4647	GRENADIER DR SW
41-17-27-126-012	4653	GRENADIER DR SW
41-17-27-474-002	4601	GRENADIER DR SW
41-17-27-477-001	4764	HAVANA AVE SW
41-17-28-279-024	5194	KAUFMAN GREENS LN SW
41-17-28-288-032	1759	OAKVALE DR SW
41-17-28-401-008	1563	TRENTWOOD ST SW

March 5, 2026

**Re: Notice of Public Hearing to Determine Whether to Proceed with and Assess Property for a Spongy Moth Suppression Project**

Dear Property owner/occupant:

**Introduction:** The Wyoming City Council will hold a public hearing to consider whether to proceed with aerial spraying of a biological insecticide to control spongy moths in areas identified through a fall survey by an expert consultant and whether the city should charge owners of benefitted property for the cost of that project. Your property is within the proposed project area. If the City Council approves, the estimated cost of the project is **\$117.00** per treated acre (for treatment areas larger than one-half acre). This amount would be added on the 2026 summer property tax bill.

**Legal Notice:** Consistent with the City's past practice, the City Council has tentatively determined to defray all costs of a project consisting of an aerial insecticide application for spongy moth suppression against the parcels in special assessment district 26-824. Therefore, as required by applicable law, the City Council caused the City Manager to prepare plans, specifications, estimated costs of and recommendations related to this project that are on file for public examination in the City Clerk's Office.

At its meeting on Monday, March 16, 2026, at 7:00 p.m., the City Council will hold a public hearing to take public comments from interested persons affected by this proposed project. This meeting will take place in the Council Chambers in City Hall, 1155 28<sup>th</sup> Street SW, Wyoming, Michigan. A map on the reverse side of this letter shows the areas included in the proposed special assessment district and a list of affected properties is on the City's website at [www.wyomingmi.gov](http://www.wyomingmi.gov), or by calling (616)530-7296 or emailing [clerk\\_info@wyomingmi.gov](mailto:clerk_info@wyomingmi.gov).

Those wishing to comment on this proposed spongy moth suppression project may send written comments to [clerk\\_info@wyomingmi.gov](mailto:clerk_info@wyomingmi.gov) or to City Hall by first class mail or in person at the meeting.

If you have any questions regarding this project or this notice, please contact the City Clerk's Office at (616) 530-7296.

Sincerely,



Kelli A. VandenBerg, City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN APPLICATION FOR TWO INDUSTRIAL FACILITIES EXEMPTION CERTIFICATIONS FOR LEEDY MANUFACTURING COMPANY IN INDUSTRIAL DEVELOPMENT DISTRICT AND PLANT REHABILITATION DISTRICT NO. 134

WHEREAS:

1. The City established Industrial Development District and Plant Rehabilitation District 134, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 12657 on September 6, 1988.
2. Leedy Manufacturing Company has filed an application to receive two Industrial Facilities Exemption Certifications under Act 198 with respect to modifying and expanding their facility located within Industrial Development District and Plant Rehabilitation District 134.
3. Leedy Manufacturing seeks to rehabilitate the existing facility with an estimated cost of \$4,500,000.00 for real property to be located at 1957 Beverly Avenue, Wyoming, Michigan.
4. Leedy Manufacturing seeks to expand the facility with an estimated cost of \$3,500,000.00 for real property to be located at 1957 Beverly Avenue, Wyoming, Michigan.
5. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Leedy Manufacturing Company for an Industrial Facilities Exemption Certifications shall be held at 7:03 p.m. on Monday, March 16, 2026, in the City Council Chambers, City Hall, 1155 28<sup>th</sup> Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

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: March 2, 2026.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

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

Resolution No. \_\_\_\_\_

## STAFF REPORT

**Date:** February 26, 2026  
**Subject:** Leedy Manufacturing, 1957 Beverly Ave SW  
**From:** Julian Edouard, Economic Development Specialist  
**CC:** Nicole Hofert, Deputy City Manager  
**Meeting Date:** March 2, 2026

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### RECOMMENDATION

Staff recommends that an eleven (11) year PRD certificate and twelve (12) year IDD certificate be granted to Leedy Manufacturing, based on the City of Wyoming’s IFT Policy.

### ALIGNMENT WITH STRATEGIC PLAN

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

### DISCUSSION

Leedy Manufacturing has conducted business in Grand Rapids since 1947 and is moving to Wyoming to accommodate their steady growth. Leedy Manufacturing has proposed an expansion of 30,000 square feet of manufacturing space at their current 172,909 square foot facility at 1957 Beverly. Additionally, Leedy Manufacturing has proposed rehabilitation of the existing obsolete facility. Staff have reviewed the PRD application, which is summarized below:

Address of Project: 1957 Beverly Ave SW  
Wyoming, MI 49519

Personal Property: \$4,500,000  
Real Property: \$8,000,000

Estimated Jobs: 66 total jobs  
6 new jobs  
60 relocated jobs

Starting date of project: 03/01/2026  
End date of project: 09/30/2027

**Project Summary:**

The 172,909 square foot building at 1957 Beverly Ave SW was constructed in 1925 for industrial use. The project will include selective interior demolition and allow for renovation in phases to make way for a new use and occupancy by Leedy Manufacturing Company (“Leedy”). Leedy is a manufacturing company that has grown beyond the capacity of its existing building in the City of Grand Rapids and plans to relocate the entire operation to this location following the renovation. The project will include environmental and non-environmental activities to bring the site up to today’s standards, including excavation and disposal of contaminated soil, interior demolition, lead/asbestos/mold abatement, and the construction of an urban stormwater management system. Other building improvements include: new 8” thick reinforced concrete floor, new overhead dock door, replacing sections of the roof, install new fire protection system, new shop lighting, electrical system upgrades, new walls and drywall for a 9,000 square foot office buildout, new warehouse bathrooms, breakroom and upper-level locker rooms and restrooms.

**ATTACHMENTS:**

Resolution  
Legal Description

## EXHIBIT A

### Legal Description – Leedy Manufacturing

**Address:** 1957 Beverly Ave SW, Wyoming, MI

**Tax Parcel No.:** 41-17-10-226-002

**Legal Description:**

A tract of land in the Northeast quarter, Section 10, Town 6 North, Range 12 West, Michigan, described as follows: Commencing at a point on the North line of said section, being also the center line of Burton Street, at a point one hundred sixty-eight and fifty-seven hundredths (168.57) feet West of the Northeast corner of said section, thence thirty-three (33.0) feet south to the point of beginning, thence South forty-two degrees (42 degrees) fifty-four minutes (54') West, one thousand fifty-seven and sixty-one hundredths (1,057.61) feet, thence South forty-eight degrees (48 degrees) thirty-four minutes (34') West, two hundred forty-four and forty-six hundredths (244.46) feet thence North sixty degrees (60 degrees) four minutes (04') West, three hundred fourteen and forty hundredths (314.40) feet, thence South fifty-five degrees (55 degrees) twenty-five minutes (25') thirty seconds (30") West, seventy and fifty-eight hundredths (70.58) feet to the northerly line of the Chesapeake and Ohio Railroad Right of Way, one hundred (100.0) feet wide, thence North forty-five degrees (45 degrees) thirty-four minutes (34') West along said right-of-way three hundred fifteen and forty-one hundredths (315.41) feet to a point on a curve of the Southerly line of the right-of-way (50 feet) of the Pere Marquette District of the Chesapeake and Ohio Railway Company, thence running in an easterly direction on a curve to the left five hundred fourteen and ten hundredths (514.10) feet (along the arc of said curve) to a point, the above curve having a radius of five hundred ninety-eight and seventy hundredths (598.70) feet, thence North fifty-five degrees (55 degrees) eleven minutes (11') East, eleven and nine-tenths (11.9) feet, thence North thirty-four degrees (34 degrees) forty nine minutes (49') West, two hundred seventy-one (271.0) feet, thence North fifty-five degrees (55 degrees) eleven minutes (11') East, five hundred seventy-one and six hundredths (571.06) feet to a point thirty- three feet South of the North. Section Line, thence North eight-nine degrees (89 degrees) fifty minutes (50') East, six hundred seventy-six (676.0) feet to the point of beginning.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO REMOVE SECTIONS OF URBAN AVENUE, FLORIDA AVENUE, WYOMING AVENUE, SHARON AVENUE, WALTON AVENUE, BLOOMFIELD AVENUE, CARAWAY DRIVE, AND HAUGHEY AVENUE LOCATED WITHIN THE CITY OF WYOMING FROM THE MUNICIPAL STREET SYSTEM

WHEREAS:

1. Sections of Urban Avenue, Florida Avenue, Wyoming Avenue, Sharon Avenue, Walton Avenue, Bloomfield Avenue, Caraway Drive, and Haughey Avenue were once maintained by the City as paved surfaces but are no longer maintained as paved surfaces.
2. The State of Michigan has requested that said street sections be removed from the City Local Street System.
3. It is necessary for the City of Wyoming to furnish an accurate accounting of streets to the State of Michigan for the purpose of obtaining funds under Act 51 of 1951.

NOW, THEREFORE, BE IT RESOLVED:

1. That Urban Avenue, Florida Avenue, Wyoming Avenue, Sharon Avenue, Walton Avenue, Bloomfield Avenue, Caraway Drive, and Haughey Avenue are located within the City of Wyoming and are under control of the City of Wyoming.
2. Sections of said streets are no longer maintained as paved surfaces and no longer qualify for funds under Act 51 of 1951.
3. Sections of said streets specified below are hereby removed from the City of Wyoming Local Street System.

Urban Avenue	From south terminus to 50 <sup>th</sup> Street
Florida Avenue	From south terminus to 50 <sup>th</sup> Street
Wyoming Avenue	From terminus north of 29 <sup>th</sup> Street to 29 <sup>th</sup> Street
Sharon Avenue	From terminus north of Wrenwood Street to Wrenwood Street
Walton Avenue	From terminus north of Crown Street to Crown Street
Bloomfield Avenue	From Oneida Street to Buchanan Avenue
Caraway Drive	From Caravel Drive to west terminus
Haughey Avenue	From south terminus to 60 <sup>th</sup> Street / Buck Creek

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

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

\_\_\_\_\_  
Kelli A. VanderBerg, Wyoming City Clerk

ATTACHMENTS: Staff Report

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: February 18, 2026  
Subject: Dedication of Public Streets  
From: Grant Simons, Civil Engineer  
Meeting Date: March 2, 2026

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### RECOMMENDATION:

It is recommended the City Council remove sections of Urban Avenue, Florida Avenue, Wyoming Avenue, Sharon Avenue, Walton Avenue, Bloomfield Avenue, Caraway Drive, and Haughey Avenue listed below from the City's street system.

Urban Avenue	From south terminus to 50 <sup>th</sup> Street
Florida Avenue	From south terminus to 50 <sup>th</sup> Street
Wyoming Avenue	From terminus north of 29 <sup>th</sup> Street to 29 <sup>th</sup> Street
Sharon Avenue	From terminus north of Wrenwood Street to Wrenwood Street
Walton Avenue	From terminus north of Crown Street to Crown Street
Bloomfield Avenue	From Oneida Street to Buchanan Avenue
Caraway Drive	From Caravel Drive to west terminus
Haughey Avenue	From south terminus to 60 <sup>th</sup> Street / Buck Creek

Total Length of Removal = 1,640 feet

### ALIGNMENT WITH STRATEGIC PLAN:

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

### DISCUSSION:

In 2025, the State reviewed the City's Local Street System and discovered streets that were no longer maintained as paved surfaces and therefore no longer qualified for State funding under Act 51. The State requested that the street sections be removed from the Local Street System.

Most of the street sections to be removed are no longer paved because residential intersections were removed and cul-de-sacs constructed to prevent excessive traffic on residential streets.

### BUDGET IMPACT:

Removing streets from the street inventory decreases the amount of Act 51 funding the City is eligible to receive by approximately \$4,260, but no viable option was available to keep the above-listed street sections in the Local Street System.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO DEDICATE HOLTWOOD COURT LOCATED WITHIN THE CITY OF WYOMING TO BE INCLUDED IN THE MUNICIPAL STREET SYSTEM

WHEREAS:

1. The City of Wyoming has approved and accepted Holtwood Court improvements.
2. It is necessary for the City of Wyoming to furnish certain information to the State of Michigan for the purpose of obtaining funds under Act 51 of 1951.
3. Said street is located within the City of Wyoming and is under the control of the City of Wyoming Street System.

NOW, THEREFORE, BE IT RESOLVED:

1. That Holtwood Court is located within the City of Wyoming and is under control of the City of Wyoming.
2. Said street is a public street and is for public street purposes.
3. Said street is accepted into the City of Wyoming Local Street System and was open to the public prior to December 31, 2025.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

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

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Centerline Drawing

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: February 18, 2026  
Subject: Dedication of Public Streets  
From: Grant Simons, Civil Engineer  
CC: Aaron Vis, Director of Public Works  
Meeting Date: March 2, 2026

---

### RECOMMENDATION:

It is recommended the City Council accept Holtwood Court into the City's street system.

### ALIGNMENT WITH STRATEGIC PLAN:

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

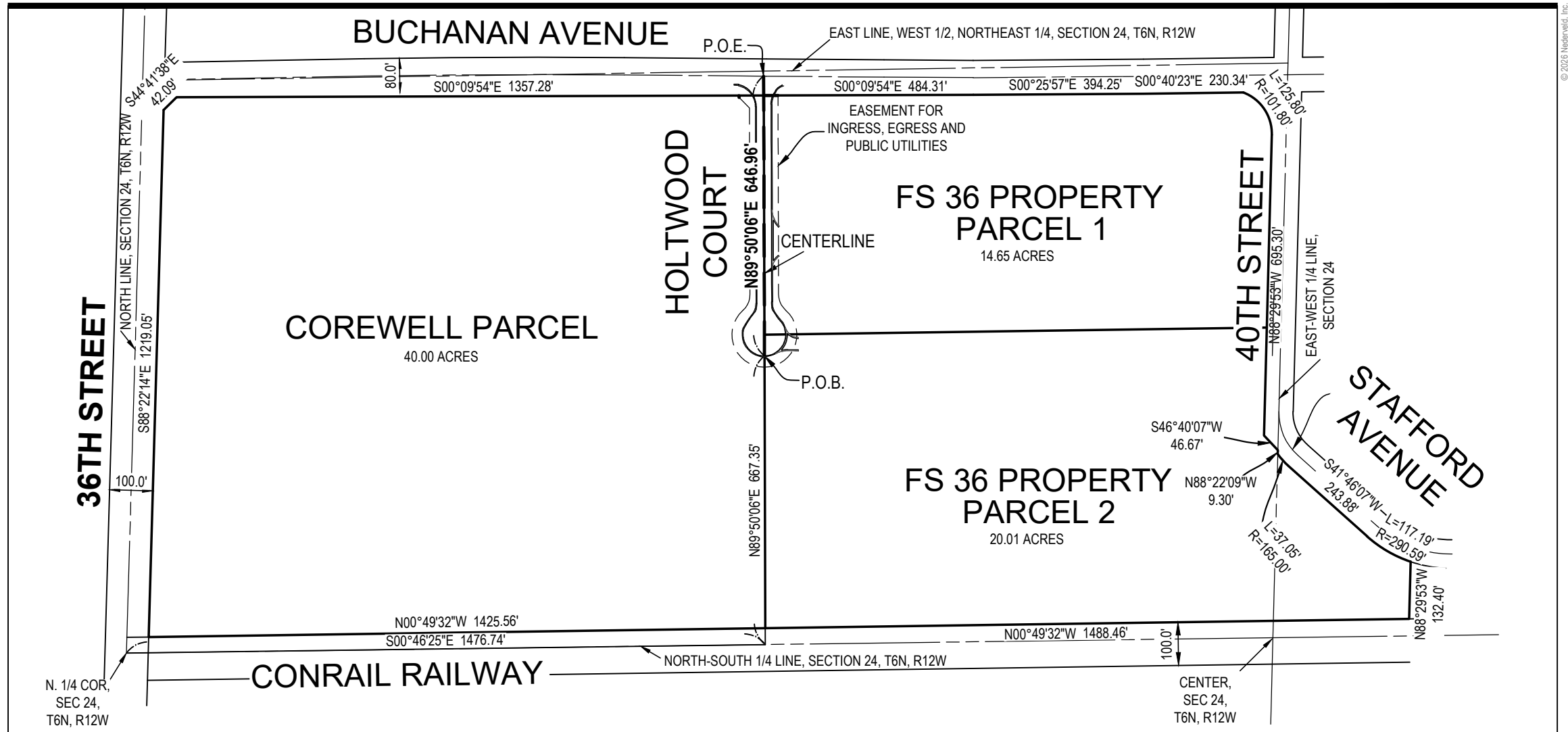
### DISCUSSION:

Holtwood Court was constructed to access new developments at Site 36. Holtwood Court is located within the City's corporate limits and has been constructed and approved by city staff. Adding Holtwood Court to the City's street inventory ensures that the funding the City receives through Act 51 is determined based on an accurate record of the City's street network length.

### BUDGET IMPACT:

Adding streets to the street inventory increases the amount of Act 51 funding the City is eligible to receive. Adding Holtwood Court to the street inventory is expected to generate an additional \$1,680 per year in Act 51 funding.

# EXHIBIT "E"



## CENTERLINE DESCRIPTION

Part of the Northeast 1/4 of Section 24, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section; thence S00°46'25"E 1476.74 feet along the North-South 1/4 line of said Section; thence N89°50'06"E 667.35 feet to the Point of Beginning of Centerline of Holtwood Court; thence thence N89°50'06"E 646.96 feet to the centerline of Buchanan Avenue also being the Point of Ending.

SCALE: 1" = 300'



Scannell Properties April McGinnis 821 Meander Court Medina MN 55340 300 36th Street SW Wyoming, MI 49548		 www.nederveld.com • 800.222.1868 Grand Rapids 217 Grandville Ave., Suite 302 Grand Rapids, MI 49503 Ann Arbor, Chicago, Columbus, Holland, Indianapolis
DRAWN BY: ED REV. BY: REV.:	DATE: 01.26.2026 REV. DATE: PRJ #: 22400178DSC4 1 OF 1	

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FOR  
DRINKING WATER PLANT (DWP) FILTRATION PILOT STUDY OVERSIGHT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Fishbeck, Thompson, Carr & Huber Inc. Professional Engineers (Fishbeck) for DWP filtration pilot study oversight in the total amount not-to-exceed \$73,500.00.
2. It is also recommended City Council authorize the City Manager to approve additional services as needed at the quoted hourly rates.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Fishbeck for DWP filtration pilot study oversight.
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: March 2, 2026.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. \_\_\_\_\_

## **STAFF REPORT**

Date: February 19, 2026

Subject: DWP Filtration Pilot Study Oversight

From: Jaime Fleming, DWP Superintendent

CC: Aaron Vis, Director of Public Works

Meeting Date: March 2, 2026

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### **RECOMMENDATION:**

It is recommended that the City Council accept the proposal from Fishbeck for DWP filtration pilot study oversight for a not-to-exceed amount of \$73,500.00.

### **ALIGNMENT WITH STRATEGIC PLAN:**

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

### **DISCUSSION:**

The Drinking Water Plant operates eighteen rapid sand filters: the original six filters (1–6) constructed in 1964, six additional filters (7–12) added in 1973, and the final six filters (13–18) added in 2009. These filters play a critical role in removing particles during the final step of the drinking water treatment process.

Given the age of the oldest filters, and as recommended in the 2024 Water System Reliability Study, a comprehensive evaluation was necessary to identify deficiencies and explore modernization options. In July 2025, Fishbeck was awarded the bid (Res. 28486) for the DWP Filter 7-12 Rehabilitation Study to assess the filter media, infrastructure, and instrumentation and to evaluate modern filtration technologies, backwash and ripening processes, and clear well baffling to enhance chlorine contact time.

Additionally, Fishbeck researched potential filter design modifications options for increased filtration flow rate to expand the operational capacity of the DWP. They then developed a protocol for a pilot study using the existing 2009 filters to evaluate the success of their proposed design. They then facilitated discussions with EGLE about the feasibility of re-rating the filters and EGLE's requirements for the pilot study protocol. Fishbeck was successful in securing EGLE's approval to move forward with a pilot study.

The pilot study protocol involves configuring and operating two of the 2009 filters at various filtration rates under different water quality conditions over two seasons. Extensive data and

equipment performance logging, trending, and analysis is also required as requested by EGLE. This data will also inform any protocol refinements that may be necessary over the length of the study. Fishbeck has experience providing successful oversight of filter pilot studies to secure filter re-rating from EGLE.

Fishbeck provided a proposal which includes the necessary scope of work to guide treatment plant staff through the pilot process, provide ongoing evaluation of the pilot protocol and provide any needed revisions, collect and analyze the required data, and facilitate the ongoing discussions with EGLE with the end goal of securing their approval for increased filtration rates. The outcome of the study will inform the final design direction of the Filter Rehabilitation project, and may allow for an increase in the approved filtration rates for all filters, which may lead to deferring significant future capital expenses.

**BUDGET IMPACT:**

Adequate funds exist in Drinking Water Plant account #591-537-57300-986.444.

# 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.

(FILTER PILOTING PROPOSAL DATED FEBRUARY 5, 2026)

*City* means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> 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: March 2, 2026.

*Professional* means: FISHBECK (FISHBECK, THOMPSON, CARR & HUBER, INC. Professional Engineers)

[Name of contracting entity]

MICHIGAN CORPORATION

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

1515 ARBORETUM DRIVE SE

[Professional's street address]

GRAND RAPIDS, MI 49546

[Professional's city, state & zip]

*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. Proposal Dated February 5, 2026

*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:

NONE

4. If the Services include preparation of bid documents, Professional must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Professional. Any bid documents Professional provides must show that Professional or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.
5. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

### **City of Wyoming**

By: \_\_\_\_\_

John Shay, City Manager

Date signed: \_\_\_\_\_, 2026

### **Professional**

By: \_\_\_\_\_

[Signature officer, director or principal of Professional]

John Willemin, Senior Vice President

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

Approved as to form:



\_\_\_\_\_  
Gregory T. Stremers, City Attorney

Date signed: \_\_\_\_\_ February 23, 2026

## 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 antidiscrimination 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 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](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.irs.gov](http://www.irs.gov)) before beginning the Services.

B. Payments to Professional will be made in accordance with the Proposal. If no other terms are provided, payment of invoices to City will generally be made within 30 days after all required information is submitted and City's representative agrees the Services have been performed and deliverables received in accordance with the Proposal.

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

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

9. Taxes. City is generally exempt from federal and state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must separately list amounts added for taxes.

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

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

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

13. Disputes/Remedies. For all disputes under this contract:

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute. B. A party need not follow the §13.A procedure if it previously did so regarding noncompliance with the same contract provision.

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

14. Professional Liability and Risk Allocation.

A. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel (*i.e.*, Professional's members, directors, partners, officers, employees,

subcontractors, or any other individuals Professional engages to provide the Services under this contract) to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.

C. Professional is solely responsible for Professional's personnel.

1. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

15. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>COMMERCIAL GENERAL LIABILITY</b>	
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).
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
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.
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY</b>	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>	
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.
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	

<p>Coverage is required if the amount stated below is more than \$0. Amount required \$_____.</p>	<p>Coverage must include loading &amp; unloading, transportation, storage, &amp; 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.</p>
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**PROFESSIONAL LIABILITY**

<p>Coverage is required for environmental consultant services. Amount required \$3,000,000 unless City's attorney otherwise approves.</p>	<p>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.</p>
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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

FISHBECK PROPOSAL DATED FEBRUARY 5, 2026, ATTACHED AS EXHIBIT B AND INCORPORATED BY REFERENCE-SUBMITTED BY BRIAN D. PHILLIPS, PE VICE PRESIDENT/SENIOR WATER AND WASTEWATER ENGINEER. FILTER PILOTING FOR THE CITY OF WYOMING. LUMP SOME FEE \$73,500.00.

February 5, 2026

Dan Kleinheksel  
Utility Maintenance Manager  
Wyoming City Hall  
1155 28th Street SW  
Wyoming, MI 49509

### **Proposal for Professional Engineering Services Filter Piloting for the City of Wyoming**

Fishbeck is pleased to provide this proposal for engineering services related to the piloting of the South Treatment Facility filters at the Donald K. Shine Drinking Water Plant (DWP), for the City of Wyoming (City). Included in this letter are a description of the proposed scope of services, project team, and the lump sum fee and budgeted hours for the piloting services. The proposed engineering services will be performed in accordance with the City's Professional Services Contract.

### **Statement of Understanding**

The City of Wyoming operates the Donald K. Shine Drinking Water Plant (DWP), with conventional treatment at the North Treatment Facility (NTF) and South Treatment Facility (STF). The City is considering renovating NTF Filters 1–12 with low-profile stainless steel underdrains and dual-media (24" anthracite over 12" sand) to match STF Filters 13–18. Prior to full implementation and re-rating, the City plans to pilot increased filtration rates using STF filters to demonstrate sustained turbidity performance, hydraulic stability, and compatible backwash practices at target rates up to 4.5 gpm/ft<sup>2</sup>. Pilot water from the test filter will be blended with other online filters and sent to the clearwells during testing. If successful and approved, the City will seek authorization to operate all 18 filters at 4.5 gpm/ft<sup>2</sup> (with one filter out in each facility), increasing total rated filtration capacity to approximately 134 mgd (NTF ≈ 90 mgd; STF ≈ 44 mgd).

### **Scope of Services**

- Develop a Pilot Protocol and submit it to EGLE for review and approval.
- Conduct a kickoff meeting with City operations and engineering staff to finalize the anticipated pilot sequence, roles, data needs, and communications.
- Coordinate with plant staff regarding use of existing plant infrastructure (piping, SCADA, turbidimeters, loss-of-head transmitters, flow meters, and modulating rate control valves).
- Coordinate with plant staff to develop plans for conducting filter runs at incremental rate steps (3.4 → 4.0 → 4.5 gpm/ft<sup>2</sup>) for both cold-water and warm-water periods.
- Provide on-site support during filter start-ups and transitions between rate steps.
- Observe backwash operations and assist the City with optimization of the backwash procedure—including air scour and temperature-adjusted wash rates—to achieve 30–50% bed expansion while minimizing filtered water use for backwash. Document bed expansion and wash water waste turbidity for select washes.
- Coordinate with the City to ensure required data is being logged, including raw/settled/effluent turbidity, raw water temperature, coagulant dose, filtration rate, run time, head loss, wash/air scour rates, backwash duration, bed expansion (select washes), and wash-water waste turbidity (select washes).
- Compute Unit Filter Run Volume (UFRV), backwash percentage of filtered water per run, and summarize run statistics by rate and season.

- Perform trend analyses including time-aligned influent vs. effluent turbidity, head loss profiles, temperature sensitivity, and correlation with plant events (e.g., filter on/off, clarifier transitions, hydraulic surges, thermal upsets).
- Confirm velocities in settled water piping and evaluate driving head at the proposed rate; document findings in a technical memorandum submitted to EGLE.
- Prepare an interim cold-water technical memo summarizing preliminary findings and any recommended setpoint refinements for the warm-water phase.
- Develop the Final Pilot Report documenting methods, data, plots, analyses, acceptance-criteria evaluation, and recommendations to support regulatory approval and filter re-rating.
- Meet with the City to review comments on the pilot report; include EGLE if desired.
- Incorporate applicable comments and issue three final hard copies and an electronic copy of the pilot report.
- Assist the City in obtaining necessary regulatory permits from EGLE following completion of the piloting effort, including preparing permit applications, coordinating agency review, and responding to comments.

## Assumptions

- The City will be responsible for operation of the filters and associated plant systems.
- The City will provide continuous trending data in electronic format (Microsoft Excel, etc.) for SCADA data, day tank weights/flows for dose calculations for use in developing the Pilot Report.
- The City will assist with the temporary installation and configuration of a backwash monitoring instrument.
- Our proposal assumes fifteen site visits to the DWP during the course of the field work phase.

## Project Team

### **Brian Phillips, PE – Project Manager, Vice President, Senior Water/Wastewater Engineer**

Brian has extensive experience managing and designing various water treatment, pumping, and chemical feed systems. He will oversee the design process, perform quality assurance/quality control reviews for the project deliverables, and perform overall project management.

### **Ariana Wade – Lead Engineer**

Ariana would be assisting Brian as the engineer who would conduct field investigations and assemble the pilot report. Ariana has extensive experience conducting and managing filter pilot studies, analyzing water quality data, and reporting on relevant observations and conclusions. She will work closely with the Wyoming DWP staff to evaluate pilot filter performance and refine pilot filter operations.

### **Brad Siefker, PE – Technical Advisor**

Brad has extensive experience in potable water engineering reviews and water utility operation. He has served as a central point of contact and reviewer for Wisconsin surface water systems to ensure compliance with surface water treatment rules, including piloting reviews and rerating applications. He will provide technical advisory assistance and review final deliverables.

## Schedule

Fishbeck is prepared to begin performing services for the project immediately upon authorization. We anticipate that the field work phase will occur between February and September, the reporting phase will be complete by October and the piloting review and comment resolution phase will be complete by December. The seasonal phase durations and specific calendar dates noted below will be adjusted based on raw water conditions and plant operational constraints.

Task	Schedule
Pilot protocol accepted by EGLE	February
Cold-water pilot runs	February – April (6-8 weeks)
Warm-water pilot runs	July-September (6-8 weeks)
Data analysis and draft report	October (4 weeks)
Pilot Report submitted to EGLE	October
EGLE Review and comment resolution	November
Final pilot report submittal	December

## Professional Services Fees

We propose to provide the scope of services for a lump sum fee of Seventy-Three Thousand Five Hundred Dollars (\$73,500), including reimbursable expenses. A breakdown of the lump sum fee by task is included in Table 1. A breakdown of the hours by task is included in Table 2.

Table 1 – Fee Summary

Task 1 – Field Work Phase	\$50,500
Task 2 – Reporting Phase	\$23,000
<b>Total Fee</b>	<b>\$73,500</b>

Table 2 – Hours by Task

Team	Task 1	Task 2	Total Project
Principal	0	4	4
Project Manager	8	8	16
Senior Engineer	28	20	48
Staff Engineer	306	104	410
Production Support	16	22	38
<b>All Project Staff</b>	<b>358</b>	<b>158</b>	<b>516</b>

Fishbeck will identify, in writing, material changes and deviations from the proposal that result in additional services and provide a breakdown of associated cost impacts for approval by the City, if applicable.

## Authorization

Thank you for the opportunity to present this proposal for your consideration. If you have any questions or require additional information, please contact me at 616.464.3807 or [bdphillips@fishbeck.com](mailto:bdphillips@fishbeck.com).

Sincerely,



**Brian D. Phillips, PE**

Vice President/Senior Water and Wastewater Engineer

By email

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FOR REPAIR  
OF AN ELEVATOR AT THE DRINKING WATER PLANT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Kone, Inc. to repair an elevator at the Drinking Water Plant in the total estimated amount of \$16,576.15.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Kone, Inc. for repair of an elevator at the Drinking Water Plant.
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: March 2, 2026.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. \_\_\_\_\_

## **STAFF REPORT**

Date: February 9, 2026  
Subject: DWP Elevator Repair  
From: Dan Kleinheksel, Utility Maintenance Manager  
CC: Aaron Vis, Director of Public Works  
Meeting Date: March 2, 2026

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### **RECOMMENDATION:**

It is recommended that the City Council accept the proposal from Kone Inc. for Drinking Water Plant elevator repair in the amount of \$16,576.15.

### **ALIGNMENT WITH STRATEGIC PLAN:**

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

### **DISCUSSION:**

The Drinking Water Plant relies on five elevators to facilitate movement between floors, all of which are maintained by Kone under a city-wide service contract. One elevator has been experiencing trouble locating the correct floor. Kone investigated the issue and determined that the selector boards and selector tape are failing. These components consist of electronic controllers and vertical strips in the hoistway that work with car-mounted sensors to identify the elevator's exact position and floor level. When these parts malfunction, the elevator cannot accurately locate floors, resulting in operational failure.

As the City's contracted elevator service provider, Kone was asked to submit a proposal for the necessary repairs, which include replacing the selector boards and selector tape. Given the critical role of elevator functionality, prompt repairs are essential to maintain safety, ensure reliability, and minimize downtime.

### **BUDGET IMPACT:**

Adequate funds exist in the Drinking Water Plant account #591-537-55300-930.000.

# 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: Kone Inc.  
[Name of contracting entity]  
A Delaware company  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
5300 Clay Ave SW  
[Contractor's street address]  
Grand Rapids, MI 49548  
[Contractor's city, state & zip]

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

Effective Date means: February 3, 2026. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

### TERMS AND CONDITIONS

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

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

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

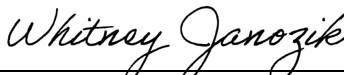
By: \_\_\_\_\_  
John Shay, City Manager

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form: 

\_\_\_\_\_  
Gregory T. Stremers, City Attorney

#### Kone Inc.

By:  \_\_\_\_\_  
[Signature officer, director or principal of Contractor]  
General Manager  
\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: February 9, 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-11/part-200>.

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

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

4. Qualifications. Contractor represents and promises that:

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

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

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

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants ([https://www.hud.gov/program\\_offices/general\\_counsel/limited\\_denial\\_participation\\_hud\\_funding\\_disqualifications](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](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.irs.gov](http://www.irs.gov)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>COMMERCIAL GENERAL LIABILITY</b>	
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.
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
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.
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY</b>	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>	
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.
<b>OWNERS CONTRACTORS PROTECTIVE</b>	
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.
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
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.
<b>BUILDERS RISK PROPERTY INSURANCE</b>	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

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

19. General Terms.

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

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

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

**EXHIBIT B  
PROPOSAL**

January 15, 2026

City Of Wyoming  
PO BOX 905  
WYOMING, 49509-0905

ATTN: Dan Kleinheksel

Re: DRINKING WATER PLANT NW CORNER STF 48345- Selector Board and Tape

Dear Dan Kleinheksel,

The safety, performance and reliability of your vertical transportation equipment are important to us. We understand the value of the equipment to your building and know that the following areas are important to you:

- Passenger and employee safety
- Code compliance
- Performance and reliability
- Accessibility
- Aesthetics
- Eco-efficiency

Therefore, based on our detailed equipment evaluation, we thank you for the opportunity to submit the following proposal to you which will help improve your equipment in one or more of the above areas. Our trained service technicians will follow proven performance procedures to perform the recommended work in a safe, professional manner designed specifically for each piece of equipment.

Upon your approval, please sign and return the following proposal to our local Branch Office for processing.

Should you have any questions regarding this agreement, or if we can be of any further assistance, please contact me at 616-401-3664.

Sincerely,

Marah Weinburger  
Sales Executive  
KONE Inc.





January 15, 2026

City Of Wyoming  
PO BOX 905  
WYOMING, 49509-0905

ATTN: Dan Kleinheksel

Re: DRINKING WATER PLANT NW CORNER STF 48345- Selector Board and Tape

**KONE**  
Grand Rapids  
5300 Clay Ave SW  
Grand Rapids, MI 49548  
Phone: 616-401-3664  
Fax:  
marah.weinburger@kone.com

#### Description of Work

We propose to furnish and install the labor, materials, tools and supervisions to perform the following work on the NW CORNER STF 48345 located at DRINKING WATER PLANT.

#### **Replace Selector Boards and Selector Tape**

KONE to provide (1) team labor and materials to for teh following work:

- Mobilize to site
- Remove elevator from service and perform Lockout/Tagout (LOTO) in accordance with OSHA and company safety standards.
- Verify elevator is safely de-energized and tagged out before any work begins.
- Remove existing selector boards from mounting brackets
- Carefully remove selector tape from the hoistway, ensuring no damage to adjacent components
- Dispose of old components per environmental and building guidelines
- Install new selector boards in designated positions, ensuring proper alignment and secure mounting.
- Connect wiring and verify all electrical connections meet code and manufacturer specifications.
- Power up selector system and perform calibration per manufacturer guidelines
- Test elevator travel to confirm accurate floor leveling and selector response
- Perform safety checks and verify elevator operation
- Return elevator to service
- Demobilize

#### Price

Our total price to perform the above-mentioned work amounts to: \$16,576.15 plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

**THE CUSTOMER UNDERSTANDS THAT THIS IS A FIXED PRICE PROPOSAL. SUPPORTING DOCUMENTATION FOR MATERIALS AND/OR LABOR SHALL NOT BE A CONDITION PRECEDENT IN ORDER FOR PAYMENT IN FULL TO BE MADE TO KONE.**

#### Down Payment

The above quoted price is based on a \$8,288.00 down payment, due before the order will be processed. Once the proposal is signed and loaded into our system a down payment invoice will be issued. KONE reserves the right to delay ordering of material or commencing work until down payment is received. In the event the order is cancelled by the Customer, Customer shall reimburse KONE for all work performed and materials ordered as of the date of cancellation and Customer shall pay KONE a cancellation fee of 50% of the order value.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of City Of Wyoming

Respectfully submitted by,  
KONE Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Marah Weinburger, Sales Executive

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Approved by) Authorized Representative

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. Further, KONE shall be entitled to an adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises. KONE shall be entitled to an adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with. A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore. KONE's work shall not include any abatement or disturbance of asbestos-containing material (ACM), presumed asbestos-containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal, abatement, or delays caused by such, required for KONE to perform its work shall be the Customer's sole responsibility and expense. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated. KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time. It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment. Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment. Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract. Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed and shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

## **KONE STANDARD BID CLARIFICATIONS FOR SERVICE**

1. Any contract between the parties shall be subject to mutually agreeable terms and conditions.
2. The Proposal is made without regard to compliance with any special sourcing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this bid, KONE reserves the right to modify and/or withdraw its Proposal.
3. KONE's work does not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE has the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. HazMat removal or abatement is at the Purchaser's sole expense. Nothing contained within the agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.
4. Invoices are submitted directly to Purchaser. Payments are due net 30 days from invoice date. The price does not include any special billing requirements or annual increases. If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the agreement, KONE may stop work or suspend its services without penalty. Payment to KONE shall not be conditioned on any third party payments to Purchaser.
5. Notwithstanding anything to the contrary, KONE retains title and ownership of all intellectual property rights relating (whether directly or indirectly) to any materials provided by KONE, including but not limited to spare parts, components, software, firmware, drawings, manuals, technical documentation or other technical. KONE retains exclusive title over any information collected by KONE via a remote monitoring system. The title in all spare parts and/or components removed from equipment by KONE passes to KONE upon their removal. Purchaser will not use software provided by KONE, except in connection with the use and operation of the equipment.
6. Notwithstanding any other provision to the contrary, KONE shall only defend, indemnify and hold Purchaser harmless for claims, damages, losses or expenses ("Claims") due to bodily injury, including death, or tangible property damage (excluding loss of use) to the extent caused by KONE's negligent acts or omissions. KONE shall not defend, indemnify or hold Purchaser harmless for any other Claims.
7. KONE will not name any party as additional insured on its policies nor provide a waiver of subrogation. KONE will not provide loss runs or copies of its insurance policies. KONE will not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments.
8. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, liquidated, performance penalties or punitive damages of any kind or nature arising from or related to performance of the agreement, including without limitation, loss of profits, loss or inaccuracy of data, or loss of use damages.
9. A party is not liable for failure to perform its obligations if such failure results from any causes beyond a party's reasonable control.
10. Notwithstanding anything to the contrary, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate the agreement in its entirety upon written notice.
11. Notwithstanding anything to the contrary, there is no warranty provided on maintenance services.
12. KONE will not be responsible for upgrading any equipment to meet changes in code requirements or as may be required by insurance companies, Federal, State, or local authorities.
13. Obsolete components or equipment modifications necessary to accommodate replacement of obsolete components are not covered.
14. KONE's price and obligations under any agreement are subject to a technical survey to be performed within 90-days of the effective date of the agreement. If a safety hazard or code violation is identified during such survey, Purchaser will immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation. Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendation or proposal, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim will be null and void. If Purchaser does not immediately approve KONE's proposal or recommendation, notwithstanding anything to the contrary in the agreement, KONE reserves the right to terminate the agreement without penalty.
15. If 24/7 Connected Services is selected, Purchaser will be required to sign a separate rider adding such services with additional terms and conditions.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Lamar Park Grandstand Caulking and Waterproofing	River Town Painting and Construction	\$35,000.00
Weed Control and Property Maintenance Cleanup	Kaptain Quality Home Solutions, LLC dba KQHS, LLC Property Maintenance	Bid prices as shown on the attached tabulation sheet.

2. City Council authorizes the City Manager to sign the contracts.

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

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

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:  
Staff Reports  
Tabulation Sheet  
Contracts

Resolution No. \_\_\_\_\_

## Staff Report

**Date:** February 12, 2026  
**Subject:** Lamar Park Grandstand Caulking and Waterproofing  
**From:** Tim Montgomery, Parks Maintenance Supervisor  
**CC:** Krashawn Martin, Director of Parks and Recreation  
**Meeting Date:** March 2, 2026

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### **RECOMMENDATION:**

It is recommended City Council award the contract for the re-caulking and waterproofing the Lamar Park Grandstand from Rivertown Painting and Construction in the amount of \$35,000.00.

### **ALIGNMENT WITH STRATEGIC PLAN:**

- Pillar 3 – Stewardship
  - Goal 1 – Improve City infrastructure and service reliability.

### **DISCUSSION:**

On February 10, 2026, the City received four (4) sealed bids in response to its invitation for bid for the Lamar Park Grandstand caulking and waterproofing project. A total of twenty-seven (27) bid invitations were distributed and/or downloaded by prospective bidders.

The Grandstand was originally constructed in 2001, and the caulking and waterproofing have not been replaced since that time. The structure consists largely of precast concrete panels containing hundreds of caulked expansion joints and seams. These seams are exposed to year-round weather conditions, resulting in natural deterioration of the sealant and waterproofing materials over time.

Due to this degradation, water infiltration has occurred through multiple seams, allowing moisture to reach the lower-level areas of the Grandstand, including the restrooms, concession area, and maintenance shop. This has resulted in minor damage to drywall, supplies, and equipment. If left unaddressed, continued infiltration may lead to more significant structural deterioration and increased repair costs.

Rivertown Painting and Construction submitted the lowest responsive and responsible bid. Staff has reviewed the bid for compliance with specifications and recommends awarding the contract in the amount of \$35,000.00 as shown on the attached tabulation sheet.

**BUDGET IMPACT:**

Funds for this project are budgeted in account number 208-751-75600-975.110.

Attachment(s):

Contract

Tabulation Sheet



Tabulation Of Bids

2320 - Lamar Park Grandstand Caulking and Waterproofing  
Opened by the City Clerk on February 10, 2026 at 11:00 AM

Bidder Name	Bid Amount
River Town Painting and Construction	\$35,000.00
Ram Construction Services	\$49,919.00
Borner Restoration Inc.	\$95,402.00
Custom Caulking	\$114,990.00

LAMAR PARK GRANDSTAND CAULKING PROJECT CONTRACT

CITY OF WYOMING, MICHIGAN

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

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

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

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

Effective Date means: 3/3/26, 2026.

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

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

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

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

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

TERMS AND CONDITIONS

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

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

None.

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

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

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

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

City of Wyoming


Contractor: River Town Painting and Construction

By: \_\_\_\_\_  
John Shay, City Manager

By: Matthew Grady  
[Signature officer, director, or principal of Contractor]  
Matthew Grady CEO  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: \_\_\_\_\_, 20\_\_

Date signed: 2-11, 2026

Approved as to form: 

\_\_\_\_\_  
Gregory T. Stremers, City Attorney

## **REQUEST FOR BIDS/PROPOSALS**

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

### **Lamar Park Grandstand Caulking and Waterproofing**

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: February 10, 2026, 11:00 a.m., local time**

**Place: Wyoming City Clerk's Office  
Wyoming City Hall  
1155 28<sup>th</sup> 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 Lamar Park Grandstand Caulking and Waterproofing."**

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

### **PRE-BID MEETING**

A pre-bid meeting will be held and attendance is required.

**Date and time: Monday, February 2, 2026 @ 2:00 p.m., local time**

**Place: Lamar Park  
2561 Porter SW  
Wyoming, MI 49509**

### **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 [tim.montgomery@wyomingmi.gov](mailto:tim.montgomery@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 28<sup>th</sup> 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 AVAILABILITY 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](http://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.
  - 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](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](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.IRS.gov](http://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 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 any costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.
- C. For professional services contracts with a Michigan-licensed architect, professional engineer, landscape architect, or professional surveyor, Contractor's obligation under 1.B shall be limited as provided by 1966 PA 165, MCL 691.991.

2. Insurance.

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>COMMERCIAL GENERAL LIABILITY</b>	
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$1,000,000 General Aggregate Limit \$1,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.  Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing.  Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing.  Coverage afforded to the required Insureds or additional Insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>WORKERS' COMPENSATION/EMPLOYERS' LIABILITY INSURANCE</b>	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>	
	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).  Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing.  Coverage afforded to the required Insureds or additional Insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>OWNERS CONTRACTORS PROTECTIVE</b>	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
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.  Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing.  Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No <input checked="" type="checkbox"/> 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. 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 – 28<sup>th</sup> 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**

### **Bid Proposal for Lamar Park Grandstand Caulking and Waterproofing**

The City of Wyoming is requesting bids for caulking and waterproofing of the Lamar Park Grandstand located at 2561 Porter Street SW Wyoming Michigan.

All bidders must attend the mandatory pre-bid meeting and submit a lump sum bid price for performing the work specified herein as a turnkey project. If any items, accessories, or groups of items required to perform the work are not specifically indicated herein, it will be the successful bidders' responsibility to furnish those items, accessories, or groups of items, and include them in the lump sum bid price submitted.

1. Experience
  - A. The awarded bidder must act as the primary contractor on the project and shall be responsible for any and all work performed by the subcontractors. A list of subcontractors must be included with their bid submittal.
  - B. Bidders are required to have a minimum of five (5) years' experience in related work and similar conditions. A minimum of three (3) references of similar work experience must be provided with bid submittal.
  - C. All work must be performed in accordance with trade standards.
  - D. The awarded bidder must carry out its operations in strict accordance with all MIOSHA and manufacturer's safety instructions.
2. Work Specifications
  - A. Caulking and waterproofing to include all labor, materials and equipment to complete the following.
    - Remove and Replace backer rod and sealant at precast joints.
    - Remove and replace backer rod and sealant where precast meets walls.
    - Remove and replace sealant where masonry meets precast.
    - Remove and replace sealant at concrete slab expansion joints.
    - Remove and replace sealant where concrete slab expansion joints meet walls.
    - Remove and replace backer rod and sealant where steps meet walls.
    - Remove and replace sealant where steel beams meet precast.
    - Remove and replace sealant at perimeter of steps.
    - Prep and apply sealant to all metal railing posts into concrete slabs.
  - B. Dispose of existing caulking and materials at no additional cost, clean the site, remove all tools, construction equipment and machinery, and surplus materials within 48 hours of project completion. All property not designated for alteration must be restored to its original condition.
3. Work Schedule
  - A. Before work is to begin, the awarded bidder must prepare a detailed schedule that indicates the sequence of work to Tim Montgomery or his designee. The schedule must be approved by the City before work begins.
  - B. All work must be between the hours of 5:00 a.m. and 8:00 p.m., Monday through Sunday and must comply with all local noise ordinances.

4. **Warranty**
  - A. The awarded bidder must guarantee all work against defective workmanship and materials for a minimum of one year from commissioning and must include all warranties with bid submittal. Upon project completion.
  - B. The awarded bidder must provide the City copies of all warranty information on labor and materials, closeout documents, and suggested yearly preventative maintenance schedule (if any) with their bid.
5. **Bid Submittal**
  - A. All bidders must submit one unbound original (clearly marked "original") and two bound copies (clearly marked "Copy").
  - B. Bidders must include with their bid the name and contact information of the project manager.
  - C. A retainage of 10% will be held until full completion of the project.

## BID/PROPOSAL FORM

### Bid/Proposal for Lamar Park Grandstand Caulking

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.

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Is the bidder a:	<u>YES</u>	<u>NO</u>
Section 3 Certified Contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, DUNS #: _____		

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Are you, or the business owner related to an elected official or employee of the City?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, list individuals' name(s) and relationship(s):		

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:	<u>YES</u>	<u>NO</u>
Woman Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minority Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Proponent's Complete Business Name (If Proponent is DBA Include Full Proponent DBA):

River Town Painting and Construction

**BID/PROPOSAL FORM CONTINUED**

A lump sum bid price must be submitted for performing the work specified herein as a turnkey project. If any items, accessories or groups of items required to perform the work specified are not specifically indicated herein, it will be the bidder's responsibility to furnish said items, accessories or groups of items, and include them in the lump sum bid price submitted.

Total for all work as per the specifications herein: \$ 35,000.00

Name of Project Manager: Shawn Murphy

Phone #: 616-298-4676

Email: Shawn@rivertown.pro

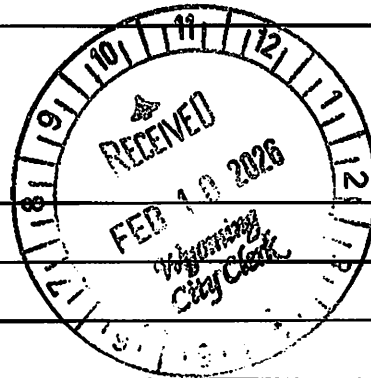
References:

Business Name: kalamazoo county

Contact Name: Bill Swalwell

Contact Phone Number: 269-720-8714

Contact Email: Wkswal@kalcounty.com



Business Name: Newmark

Contact Name: Eric vander kooi

Contact Phone Number: 616-281-7100

Contact Email: eric.vanderkooi@nmrk.com

Business Name: City of Grand Rapids

Contact Name: Steve Krogman

Contact Phone Number: 616-456-4237

Contact Email: SKrogman@grand-rapids.mi.us

Reminder: All warranties must be included with bid/proposal

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):  
River Town Painting and Construction

Bid/Proposal Form Continued

River Town Painting Co Inc.

[Proponent's Complete Business Name]

River Town Painting and Construction

[If Proponent is DBA include Full Proponent DBA Here]

Matt Grandy

[Signature for proponent]

[2nd signature for proponent]

Matthew Grandy

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 2-10-26

4560 Spartan Industrial Dr

[Proponent's street address]

616-530-7461

[Proponent's business phone]

Grandville

Mi

49418

[City]

[State]

[Zip]

616-881-3136

[Cell phone number(s) of person(s) signing for proponent]

matt@river town. pro

[E-mail address(s) of person(s) signing for proponent]

Corporation

[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.

## Staff Report

Date: February 12, 2026  
Subject: 2026-2029 Weed Control and Property Maintenance Clean Up Contract  
From: Lew Manley, Inspections Supervisor  
Cc: Nicole Hofert, Deputy City Manager  
Meeting Date: March 2, 2026

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### RECOMMENDATION:

It is recommended City Council award the bid for weed control/property clean-up services to Kaptain Quality Home Solutions in the amounts as shown on the attached tabulation sheet.

### Alignment With Strategic Plan

- PILLAR 2 - Safety

### DISCUSSION:

On February 10, 2026, the City received three bids, as shown on the attached tabulation sheet, for weed control/property clean-up services. Nineteen perspective bidders uploaded the bid specs, and we received three bids at the time of opening. It is recommended that the city award the bid to Kaptain Quality Home Solutions.

The City of Wyoming Ordinances addresses exterior yard conditions of both vacant and occupied properties. Trash and debris issues may be present at any time, however they are most prevalent during the same time. In addition, the Lawns, Gardens and Water Efficient Landscaping Ordinance which regulates the height of grass and/or weeds is enforced May 1 through November 1 of each calendar year. The City requested bids for weed control/property clean-up services as needed.

After reviewing all bids received and follow-up discussions with the bidders it was determined the lowest bid, submitted by Kaptain Quality Home Solutions, which best met the needs of the City. Kaptain Quality Home Solutions will provide an adequate amount of equipment and staff to complete the volume of work in a timely manner.

### BUDGET IMPACT:

Fees paid to the contractor are invoiced to the property owner as follows:

#### Weed Control

1<sup>st</sup> offense – cost plus 50%

2<sup>nd</sup> offense – cost plus 100%

3<sup>rd</sup> offense – cost plus 150%

Any subsequent offenses charged the greater of the cost plus 200% or cost plus \$1000.

Property Maintenance Cleanup  
 Cost plus 100%

Estimated impacts on both the revenue and expense accounts are in the table below. These expenses were approved for the FY 2026 budget and are included in the proposed FY 2027 budget.

Estimated Revenue*	Acct Number	Units	Per Unit	Total
Fees Weed Cutting Services	249-641.000	100	\$187.50	\$18,750
Fees Property Maintenance Services	249-641.011	70	\$270.00	\$18,900
Total estimated annual revenue				\$37,650

Estimated Expense	Acct Number	Units	Per Unit	Total
Weed Cutting	249-371-37210-931.000	100	\$125.00	\$12,500
Property Maintenance/Dump Fees	249-317-37210-932.000	70	\$135.00	\$ 9,450
Done on Arrival	37210-931.000 and 932.000	20	\$50.00	\$1,000
Total estimated annual expense				\$22,950

Attachment: Tabulation Sheet

# CITY OF WYOMING

## Tabulation of Bids

### Weed Control / Property Clean Up Services – 2321

**Opened by the City Clerk on February 10, 2026 at 11:00AM**

<b>Bidder Name</b>	April 1, 2026 - March 31, 2027	April 1, 2027 - March 31, 2028	April 1, 2028 - March 31, 2029
Kaptain Quality Home Solutions / Grass and Weed Mowing	\$110 / Hour	\$115 / Hour	\$120 / Hour
Prominent Property Services / Grass and Weed Mowing	\$135 / Hour	\$142 / Hour	\$150 / Hour
Waste Trends / Grass and Weed Mowing	\$140 / Hour	\$145 / Hour	\$150 / Hour
Kaptain Quality Home Solutions / Clean Up of Lots & Securing Buildings	\$115 / Hour	\$115 / Hour	\$115 / Hour
Prominent Property Services / Clean Up of Lots & Securing Buildings	\$155 / Hour	\$162 / Hour	\$170 / Hour
Waste Trends / Clean Up of Lots & Securing Buildings	\$150 / Hour	\$155 / Hour	\$160 / Hour
Kaptain Quality Home Solutions / Lots in Compliance Upon Arrival	\$55 / Address	\$55 / Address	\$55 / Address
Prominent Property Services / Lots in Compliance Upon Arrival	\$45 / Address	\$50 / Address	\$55 / Address
Waste Trends / Lots in Compliance Upon Arrival	\$55 / Address	\$55 / Address	\$55 / Address

## **REQUEST FOR BIDS/PROPOSALS**

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

### **WEED CONTROL/PROPERTY CLEAN UP SERVICES**

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, February 10, 2026, 11:00 a.m., local time**

**Place: Wyoming City Clerk's Office  
Wyoming City Hall  
1155 28<sup>th</sup> 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 Weed Control/Property Clean Up Services."**

**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 [Lew.Manley@wyomingmi.gov](mailto:Lew.Manley@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 28<sup>th</sup> Street SW, Wyoming, MI 49509.

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

## **BID/PROPOSAL REQUIREMENTS**

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

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

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

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

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

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

### **ALL BIDS/PROPOSALS MUST:**

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder/proponent.
3. Include the bid/proposal form and all other required forms fully completed and signed, including any detailed pricing information.
4. Be received by the date and time specified on page one of this bid/proposal document.
5. Be in a sealed envelope labeled as required on page one of this bid/proposal document.
6. Include a cover letter that lists all enclosures.
7. Include the original signature(s) of one or more individuals authorized to bind the proponent.
  - A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.
  - B. Businesses must also provide the state in which they were organized, *e.g.*, Michigan, Delaware, etc. and the type of entity, *e.g.*, corporation, partnership, limited liability company, limited partnership, or other business form.
  - C. Both the bid/proposal and contract must be signed by an individual with the authority to bind the bidder/proponent. If there is a question about signing authority, City may seek verification of that authority.
8. Include any bid bond or other security required by the specifications.
  - A. The bid bond (if required) must be signed by the bidder/surety with the signature of an individual(s) authorized to bind the bidder and surety.

- B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
9. Include prices meeting the following requirements:
- A. Prices must be stated in units of quantity specified in the plans, specifications, and request for bid/proposal. In case of any discrepancy in amounts in the bid/proposal, the quoted unit price will govern.
  - B. If a lump sum bid price is requested, the bidder/proponent shall submit a lump sum price for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than items the plans and specifications indicate will be separately purchased. If any items, accessories, or groups of items required to perform the work specified are not specifically indicated in the plans and specifications, the successful bidder/proponent must furnish those items, accessories, or groups of items, and include them in the lump sum bid price submitted.
  - C. If the proposal is for professional or other services provided under a retainer and there are exceptions to what the retainer covers, those exceptions must be specifically stated. If professional or other services are to be provided on an hourly basis, the hourly rate(s) should be specified, and billing must be in 1/10 hour increments. If the proposal is for a not-to-exceed amount, that must be stated.
  - D. If the bid or proposal is for a fixed fee or not-to-exceed amount and site visits, meeting attendance, or other items are to be limited, that limitation must be clearly stated.
  - E. If incidental costs are to be charged in addition to other amounts, those costs to be charged, including any multipliers and mark-ups, must be clearly listed.
  - F. If travel costs are to be charged in addition to other amounts, the basis for such expenses shall be stated. City reserves the right to require City pre-approval of lodging, transportation, and other travel costs.
  - G. Bid prices for equipment, goods or other items must include all delivery charges.
10. If required by the specifications, include:
- A. The manufacturer and/or model number(s) of specified equipment.
  - B. The warranties or guarantees provided for any work, equipment, and other items.
  - C. The number of calendar days required for delivery of any equipment, goods, or other items.
11. Include a proposed schedule for beginning and completing all Work in accordance with the plans and specifications. The schedule may propose specific dates or may be a timeline based on the date(s) of the contract award and notice to proceed. If the bid/proposal is only for the purchase of goods or equipment and does not include any Work, the delivery time must be provided as stated in 10.C above.
12. Identify any part of the specifications, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified. If modifications are requested, the bid/proposal must include the proposed language for the requested modification.
13. Include the names, addresses, and other contact information for, and responsible contacts for each subcontractor or consultant the proponent will use for the Work. City reserves the right to approve or disapprove of all subcontractors and consultants.
14. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list and information for key personnel of the proponent who will be involved in the Work.
15. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list of similar projects, services, or work the proponent has provided within the last 5 years including:
- A. The name(s) of the proponent's client(s) or customer(s),
  - B. A description of the work performed,
  - C. A description of the overall project,
  - D. The date(s) the proponent performed the work, and
  - E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.

16. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a detailed description of the proponent's experience, expertise, personnel, equipment, and other capabilities for performing the work as required by the specifications.
17. Identify and provide e-mail, telephone, and cell phone information for one or more of the proponent's personnel familiar with the bid/proposal and, if the bid/proposal includes Work (and not just for the purchase of goods or equipment), the proponent's work on similar endeavors who is authorized to speak for the proponent.

## **CONSIDERATION OF BIDS/PROPOSALS**

### **BID OPENING AND TABULATION**

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

Results of the bid/proposal openings are generally available on City's website [www.wyomingmi.gov](http://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-11/part-200>.
    3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).
  - B. If 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](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](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.IRS.gov](http://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 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 any costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.
- C. For professional services contracts with a Michigan-licensed architect, professional engineer, landscape architect, or professional surveyor, Contractor's obligation under 1.B shall be limited as provided by 1966 PA 165, MCL 691.991.

2. Insurance.

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>COMMERCIAL GENERAL LIABILITY</b>	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$3,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.  Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing.  Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$3,000,000 per occurrence	Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing.  Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE</b>	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>	
	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).  Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing.  Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>OWNERS CONTRACTORS PROTECTIVE</b>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$ _0____.	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.
<b>ENVIRONMENTAL/POLLUTION LIABILITY ,</b>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$ _0____.	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.  Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
	Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>BUILDERS RISK PROPERTY INSURANCE</b>	
Coverage is required if checked "yes." Yes _____ No <u>X</u> _____ 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. 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 – 28<sup>th</sup> 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

### **WEED CONTROL/PROPERTY CLEAN UP SERVICES**

The City of Wyoming Ordinances addresses exterior yard conditions of both vacant and occupied properties. Trash and debris issues may be present at any time, however they are most prevalent during the same time. In addition, the Lawns, Gardens and Water Efficient Landscaping ordinance which regulates the height or grass and/or weeds is enforced May 1 through November 1 of each calendar year. The City is requesting proposals for weed control/property clean-up services as needed.

1. Procedures for Assignment and Inspection of Work
  - A. The awarded bidder must provide and maintain all necessary equipment, manpower, supplies and any other items needed to efficiently cut weeds, grass or any growth considered noxious on parcels of property as directed by the City. The awarded bidder must also provide the necessary people and equipment to efficiently clear, remove and dispose of any debris on said parcels prior to cutting.
  - B. The awarded bidder's hourly rate bid is per job, providing and maintaining all necessary equipment, manpower (minimum 2-person crew per job), supplies and any other items needed.
  - C. At the request of the City, the awarded bidder must provide lot clean-up and rubbish removal securing of open structures and swimming pool pumping on certain lots within the City even if no weed or grass mowing is required.
  - D. The awarded bidder is required to have at least one employee fluent in English language with the crew when working on private property. This requirement may be waived for any specific situation by the City in the sole discretion of the Building Inspections Supervisor or the Building Inspection Supervisor's designee.
  - E. The Building Inspections department shall have the sole responsibility of determining the lots and property to be mowed and/or cleaned and giving work orders to the awarded bidder. At occupied properties, a City representative will accompany the successful bidder to the site at the initiation of required work.
  - F. The City shall notify the successful bidder, by a mutually agreeable method, and keep detailed records, including date of notification, of the exact location of lot to be mowed and/or cleaned, and the person contacted. That notification shall not constitute an assurance of work as the property owner may mow or clean the lot after the City's inspection.
  - G. The successful bidder shall complete all rubbish removal, mowing, and clean-up operations by 8:00 p.m. on the fifth working day, excluding Fridays, Saturdays, Sundays and City observed holidays, after being notified by the Building Inspections Department.
  - H. Work will not be done on any lot before 8:00 a.m. or after 8:00 p.m., nor on Fridays, Saturdays, Sundays, or any legal holidays. Bidder may be directed not to work on a particular day for any reason by the Building Inspection Department.
  - I. If the successful bidder sees any evidence of debris removal or mowing to the lot, the successful bidder must contact the Building Inspection Department before starting any work on the lot.
  - J. The successful bidder shall be responsible for:
    - Cutting all weeds and grass to less than 3 inches in height.
    - Removing all rubbish and debris from the site.
    - General clean up after mowing or as deemed appropriate by the City Building Inspection personnel.

- K. The successful bidder shall notify the Building Inspection Department promptly after completing a job. Upon notification of a completed job, the City may inspect the job and accept or reject work performed.

2. Payment & Contract

- A. The successful bidder will submit invoices monthly to the Building Inspections Department. All invoices must contain the following information:
- Lot location
  - Enforcement Record Number
  - Before and after digital pictures including a property identifier (color with date stamp).
  - Copies of receipts for dump fees and/or materials.
  - Number of hours worked (minimum 30-minute increments).
  - Total cost of the job.
- B. Payments to the awarded bidder shall be made monthly based on invoices approved two (2) weeks prior to the monthly payment date.
- C. All bidders must submit bid prices on the bid proposal form included with this request for proposal.

**BID/PROPOSAL FORM**

**WEED CONTROL/PROPERTY CLEAN UP SERVICES**

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

---

Is the bidder a:	<u>YES</u>	<u>NO</u>
Section 3 Certified Contractor?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, DUNS #:	_____	

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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):	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:	<u>YES</u>	<u>NO</u>
Woman Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minority Owned Company?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

Kaptain Quality Home Solutions, LLC  
DBA: KQHS, LLC Property Maintenance

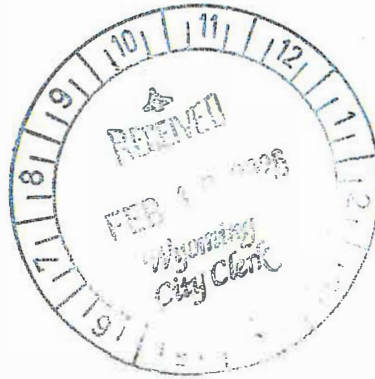
**BID/PROPOSAL FORM, CONTINUED**

State bid prices as per the specifications contained herein:

	Grass and Weed Mowing* (Per Hour)	Clean Up of Lots & Securing Buildings* (Per Hour)	Lots in Compliance Upon Arrival** (Per Address)
April 1, 2026 – March 31, 2027	110	115	55
April 1, 2027 – March 31, 2028	115	115	55
April 1, 2028 – March 31, 2029	120	115	55

*\*Includes all necessary equipment, manpower, supplies and any other items needed to efficiently cut weeds, grass, or any growth considered noxious on parcels of property as directed by the City. The awarded bidder must also provide the necessary people and equipment to efficiently clear, remove and dispose of any debris on said parcels prior to cutting (minimum 2-person crew is required for all jobs).*

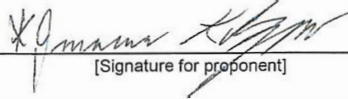
*\*\*Occurrences where contractor is directed to a property to cut or clean, discovers work was done by others upon arrival.*



**Bid/Proposal Form Continued**

Kaptain Quality Home Solutions, LLC  
[Proponent's Complete Business Name]

KQHS LLC Property Maintenance  
[If Proponent is DBA Include Full Proponent DBA Here]

  
[Signature for proponent]

\_\_\_\_\_  
[2nd signature for proponent]

Simmie Kilgore, Owner/Operator  
[Printed name and title of person signing]

\_\_\_\_\_  
[Printed name and title of 2nd person signing]

Date signed: 02/02/2026

1058 Cass S.E. Unit 2  
[Proponent's street address]

616-500-7080  
[Proponent's business phone]

Grand Rapids, MI 49507  
[City] [State] [Zip]

616-500-7080  
[Cell phone number(s) of person(s) signing for proponent]

kqhsllc@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.

**CITY OF WYOMING**

**WEED CONTROL/PROPERTY CLEAN UP SERVICES PROJECT CONTRACT**

CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

Kaptain Quality Home Solutions, LLC  
(Name of contracting entity)

A Michigan, LLC  
(State and type of entity, e.g., corporation, limited liability company, etc.)

1058 Cass St. Unit 2  
(Contractor's street address)

Grand Rapids, MI 49507  
(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: 02/02, 2026. April 1, 2026

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

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

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

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

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

**TERMS AND CONDITIONS**

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

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

None

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

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

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

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

City of Wyoming

Contractor: RQH LLC Property Maintenance

By: \_\_\_\_\_  
John Shay, City Manager

By: [Signature]  
(Signature officer, director, or principal of Contractor)  
Simone Kilgore Owner/Operator  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: \_\_\_\_\_, 20\_\_

Date signed: 02/02, 2026.

Approved as to form:

[Signature]  
 Gregory T. Meyers, City Attorney

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

Ordinance No. 3-26

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 area 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,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive, flowing style.

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 20<sup>th</sup> 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 them 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.

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 & HOOGERP 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 RANCSITES #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 RANCSITES #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 RANCSITES #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 RANCSITES #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 RANCSITES #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 RANCSITES #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 WEDGEWOOD 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

(aео) 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

(ahc) 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

(ann) 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,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a prominent initial "N" and a long, sweeping underline.

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 them 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 36<sup>th</sup> St SW, 150 36<sup>th</sup> 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.

ORDINANCE NO. 6-26

ORDINANCE TO AMEND CHAPTER 86-UTILITIES, ARTICLE II-WATER SYSTEMS, DIVISION I  
GENERALLY, SECTIONS 86-15 AND 86-18 TO ADD A PROVISION TO REGULATE HYDRANT  
USE, ADD CORPORATIONS AS A RESPONSIBLE ENTITY, AND INCREASE FINES FOR  
VIOLATIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 86 Utilities of the Code of Ordinances, City of Wyoming, Michigan, Article II Water Systems Sections 86-15 and 86-18 are amended to read as follows:

**Sec. 86-15. - Regulation of water use.**

The director or city manager may regulate, limit, prohibit, and control the use of water when either of them deems it necessary, prudent, or reasonable to protect the water system, to protect the water within the water system, to protect water pressure and volume, or for any other reason in furtherance of the public health, safety, and general welfare.

Non-firefighting water hydrant use. The director or city manager may regulate non-firefighting hydrant use which includes the permitting process, application forms, backflow and cross connection prevention device requirements, metering, water usage billing and other requirements and procedures for hydrant use. The city manager shall recommend daily and multi-day water usage fees and deposit requirements for use of water backflow prevention devices and meters which shall be set by City Council pursuant to its fees schedule.

- (1) The regulations, limitations, prohibitions, and/or controls may restrict, limit, prohibit or control some water uses to the extent and for the duration deemed necessary to ensure an adequate supply for essential domestic and commercial needs and for firefighting, or due to possible contamination of the water supply.
- (2) Except in an emergency, no such regulation, limitation, prohibition, or control will be effective until 24 hours after the publication on the city's website and in appropriate media releases.
- (3) A violation of any regulation, limitation, prohibition, or control established as provided in this section is a municipal civil infraction punishable by a fine of \$1,000.00 for a first offense, \$2,500.00 for a second offense, and \$5,000.00 for any subsequent offense.
- (4) The director of the department of public works or designated employees, city police officers, and other persons authorized under this Code to issue municipal civil infraction citations are authorized to issue a citation for a violation of any regulation, limitation, prohibition, or control issued under this article. Citations may also be issued in accordance with law for violations that are not observed by a city officer or employee.

**Sec. 86-18. - Unauthorized water connection or use; damage to water system.**

A person who obtains water from the system without all necessary permits, authorizations or permission as required in this chapter shall be responsible for a municipal civil infraction.

(1) A person or corporation who obtains water from the system or hydrant without all necessary permits, authorizations or permission as required in this chapter shall be responsible for a municipal civil infraction for which the civil fine shall be \$1,000.00 for a first offense, \$2,500.00 for a second offense, and \$5,000.00 for any subsequent offense.

(2) A person or corporation who, without department or other city approval, taps into, connects to, tampers with, modifies, alters, constructs, installs, disconnects, removes, demolishes, or destroys any city water pipe, main, hydrant, valve, inlet, swale or ditch, pump, meter, motor, structure, facility or other component of any kind is responsible for a municipal civil infraction punishable by a fine of \$1,000.00 for a first offense, \$2,500.00 for a second offense, and \$5,000.00 for any subsequent offense.

(3) A person or corporation who uses water from the city water system without required city approvals or without correct metering is responsible for a municipal civil infraction punishable by a fine of \$1,000.00 for a first offense, \$2,500.00 for a second offense, and \$5,000.00 for any subsequent offense. That person shall also be responsible to pay rates, fees and charges that would have been charged for the water and/or sanitary sewer system usage if approvals had been obtained and metering had occurred.

(4) A person or corporation who tampers with any interior plumbing to bypass a water meter or in any way make a water meter's readings inaccurately reflect actual water usage is responsible for a municipal civil infraction punishable by a fine of \$1,000.00 for a first offense, \$2,500.00 for a second offense, and \$5,000.00 for any subsequent offense.

(5) In addition to municipal civil infraction fines and injunctive relief, a person or corporation shall also be responsible for any damages and costs incurred to repair or restore the water or sewer system, damages and costs to ensure the water meter accurately reflects actual water usage, to pay the estimated rates, fees and charges that would have been charged for the water and/or sanitary sewer system usage if approvals had been obtained and metering or usage fees had occurred, and to the extent applicable the charges and fees may be lien on the premises as provided under the Municipal Water Liens Act, Public Act 178 of 1939.

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.

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Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 6-26

## Staff Report

Date: February 18, 2026

Subject: Unauthorized Water Use Ordinance Amendments

From: Jay VanDyke, Assistant Director of PW - Maintenance

CC: Aaron Vis, Director of Public Works  
Greg Stremers, City Attorney

Meeting Date: March 2, 2026

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### RECOMMENDATION:

It is recommended the City Council approve the amendments to Chapter 86, sections 86-15 and 86-18 of the code of ordinances pertaining to the regulation of water use and unauthorized water connections.

### ALIGNMENT WITH STRATEGIC PLAN:

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

### DISCUSSION:

The Public Works Department rents backflow prevention devices and water meters to contractors for authorized use of hydrants for various construction and maintenance activities. Occasionally, hydrants are used without authorization. This ordinance amendment addresses inconsistencies in the City Code by regulating hydrant use, aligning penalties for unauthorized water use, and increases those penalties to deter unauthorized activity. The amendment also designates corporations as responsible entities to ensure accountability for violations. The attached documents include the recommended ordinance amendments as well as the original ordinance with changes and additions highlighted in yellow.

Daily and multi-day water usage fees and deposit requirements for the use of backflow prevention devices and meters are established separately by City Council through its adopted fee schedule.

### BUDGET IMPACT:

The increased penalties are not expected to have a significant budgetary impact. This ordinance revision is intended to deter unauthorized connections and maintain the integrity of the water system.

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## Sec. 86-15. Regulation of water use.

The director or city manager may regulate, limit, prohibit, and control the use of water when either of them deems it necessary, prudent, or reasonable to protect the water system, to protect the water within the water system, to protect water pressure and volume, or for any other reason in furtherance of the public health, safety, and general welfare.

Added the following paragraph:

Non-firefighting water hydrant use. The director or city manager may regulate non-firefighting hydrant use which includes the permitting process, application forms, backflow and cross connection prevention device requirements, metering, water usage billing and other requirements and procedures for hydrant use. The city manager shall recommend daily and multi-day water usage fees and deposit requirements for use of water backflow prevention devices and meters which shall be set by City Council pursuant to its fees schedule.

- (1) The regulations, limitations, prohibitions, and/or controls may restrict, limit, prohibit or control some water uses to the extent and for the duration deemed necessary to ensure an adequate supply for essential domestic and commercial needs and for firefighting, or due to possible contamination of the water supply.
- (2) Except in an emergency, no such regulation, limitation, prohibition, or control will be effective until 24 hours after the publication on the city's website and in appropriate media releases.
- (3) A violation of any regulation, limitation, prohibition, or control established as provided in this section is a municipal civil infraction punishable by a fine of \$150.00 for a first offense, \$500.00 for a second offense, and \$1,500.00 for any subsequent offense.
- (4) Department employees, city police officers, and other persons authorized under this Code to issue civil infraction citations are authorized to issue a citation if the that individual observes a violation of any regulation, limitation, prohibition, or control issued under this article. Citations may also be issued in accordance with law for violations that are not observed by a city officer or employee.

(Ord. No. 10-21, § 1, 5-17-21)

## Sec. 86-18. Unauthorized water connection or use; damage to water system.

A person who obtains water from the system without all necessary permits, authorizations or permission as required in this chapter shall be guilty of a civil infraction for which the civil fine shall be \$500.00 for each offense.

Added the following section:

A person or corporation who obtains water from the system or hydrant without all necessary permits, authorizations or permission as required in this chapter shall be responsible for a municipal civil infraction for which the civil fine shall be \$1,000.00 for a first offense, \$2,500.00 for a second offense, and \$5,000.00 for any subsequent offense.

- (1) A person or corporation who, without department or other city approval, taps into, connects to, tampers with, modifies, alters, constructs, installs, disconnects, removes, demolishes, or destroys any city water pipe, main, hydrant, valve, inlet, swale or ditch, pump, meter, motor, structure, facility or other component of any kind is responsible for a municipal civil infraction punishable by a fine of \$250.00 for a first offense, \$2,500.00 for a second offense, and \$5,000.00 for any subsequent offense. That person shall also be responsible for any costs incurred to repair and restore that component.
- (2) A person or corporation who uses water from the city water system without required city approvals or without correct metering is responsible for a municipal civil infraction punishable by a fine of \$250.00

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for a first offense, \$2,500.00 for a second offense, and \$5,000.00 for any subsequent offense. That person shall also be responsible to pay rates, fees and charges that would have been charged for the water and/or sanitary sewer system usage if approvals had been obtained and metering had occurred.

- (3) A person or corporation who tampers with any interior plumbing to bypass a water meter or in any way make a water meter's readings inaccurately reflect actual water usage is responsible for a municipal civil infraction punishable by a fine of \$250.00 for a first offense, \$2,500.00 for a second offense, and \$5,000.00 for any subsequent offense. That person shall also be responsible for any costs incurred to repair, restore or improve the premises to ensure the water meter accurately reflects actual water usage. (this was moved to the section below)

Added the following section:

In addition to municipal civil infraction fines and injunctive relief, a person or corporation shall also be responsible for any damages and costs incurred to repair or restore the water or sewer system, damages and costs to ensure the water meter accurately reflects actual water usage, to pay the estimated rates, fees and charges that would have been charged for the water and/or sanitary sewer system usage if approvals had been obtained and metering or usage fees had occurred, and to the extent applicable the charges and fees may be lien on the premises as provided under the Municipal Water Liens Act, Public Act 178 of 1939.

(Ord. No. 10-21, § 1, 5-17-21)

ORDINANCE NO. 7-26

ORDINANCE TO AMEND ZONING CODE SECTIONS 90-201 "DEFINITIONS A", 90-211 "DEFINITIONS K", 90-401B "PRINCIPAL PERMITTED USES", 90-402B "PERMITTED USES AFTER SPECIAL APPROVAL", 90-413B "PERMITTED USES AFTER SPECIAL APPROVAL", 90-425B "PERMITTED USES AFTER SPECIAL APPROVAL", 90-431B "PERMITTED USES AFTER SPECIAL APPROVAL", 90-508 "REQUIREMENTS FOR PERMITTED USES AFTER SPECIAL APPROVAL", 90-1406 "CORRIDOR CENTER AREA (CC)", 90-1407 "CORRIDOR URBAN AREA (CU)", 90-1408 "CORRIDOR GENERAL AREA (CG)", 90-1409 "CORRIDOR SUB-URBAN AREA (CS)", 90-1410 "CORRIDOR EDGE AREA (CE)", 90-1411 "CORRIDOR NEIGHBORHOOD AREA (CN)", AND 90-2101 "DEFINITIONS A"

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 2, Section 90-201 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**Section 90-201. - Definitions "A".**

*Accessible:* A term used to describe a parcel of land that has frontage on, and vehicular access to, an improved public road or an improved private road that has been approved by the city.

*Access management:* A technique to improve traffic operations along a major roadway and decrease the potential for accidents through the control of driveway locations and design; consideration of the relationship of traffic activity for properties adjacent to, and across from, one another; and the promotion of alternatives to direct access.

*Accessory Dwelling Unit (ADU):* a house or apartment that shares a building lot with, and is incidental to, a larger primary dwelling unit.

*Accessory use, building, or structure:* A use, building or structure which is clearly incidental to, customarily found in connection with, subordinate to, and located on the same zoning lot as the principal use to which it is related, and devoted exclusively to the main use of the premises.

*Administrative approval:* The city departments of building, planning, fire, assessing, public works and engineering who grant site plan approval for those development projects that do not require planning commission authorization.

*Administrative review:* The city departments of building, planning, fire, assessing, public works and engineering whose responsibility is to review and comment on site plan submittals prior to planning commission review.

*Adult business:* a business establishment catering to adults only, as defined in Article I, Section 14-2 of the City of Wyoming Code of Ordinances.

*Adult care facilities:*

- (1) *Adult care facilities, state-licensed:* A facility for the care of adults, over 18 years of age, as licensed and regulated by the state under Michigan Public Act 218 of 1979, and rules promulgated by the state department of human services, providing foster care to adults. It includes facilities and foster care homes for adults who are aged, mentally ill, developmentally disabled, or physically handicapped who require supervision on an ongoing basis, but do not require continuous nursing care. An adult foster care facility does not include nursing homes, homes for the aged, hospitals, alcohol or substance abuse rehabilitation center, or a residential center for persons released from or assigned to a correctional facility.
- (2) *Adult day care facility:* A facility other than a private residence, which provides care for more than six adults for less than a 24-hour period.

- (3) *Adult foster care family home*: A private home with the approved capacity to receive six or fewer adults to be provided with foster care for 24 hours a day for five or more days a week and for two or more consecutive weeks. The adult foster care family home licensee must be a member of the household and an occupant of the residence.
- (4) *Adult foster care large group home*: A private home with approved capacity to receive at least 13 but not more than 20 adults to be provided supervision, personal care, and protection, in addition to room and board, for compensation, for 24 hours a day, five or more days a week, and for two or more consecutive weeks.
- (5) *Adult foster care small group home*: A private home with the approved capacity to receive seven to 12 adults who are provided supervision, personal care, and protection in addition to room and board, for 24 hours a day, five or more days a week, and for two or more consecutive weeks for compensation.
- (6) *Congregate adult care facility*: A private home with the approved capacity to receive more than 20 adults.

*Animal:*

- (1) *Boarding Facility*: a business wherein domestic animals over the age of four months may be brought for overnight boarding.
  - a. *Animal Boarding Facilities* must be contained entirely within an enclosed building.
  - b. *Animal Boarding Facilities* are subject to any additional regulations set forth by Kent County or the State of Michigan.
- (2) *Daycare/Grooming Facility*: a business wherein domestic animals may be brought during daytime hours for grooming, obedience training, exercising, socializing, and other similar types of care.
  - a. *Animal Daycare/Grooming Facilities* must be contained entirely within an enclosed building.
  - b. This use excludes overnight boarding (See *Animal Boarding Facility*)
- (3) *Domestic*: Any animal customarily kept by humans indoors for companionship, including, but not limited to, dogs, cats, birds, fish, rabbits, hamsters, mice, turtles, and the like.
- (4) *Exotic*: Any species of animal not considered domestic or livestock.
- (5) *Kennel*: A business wherein three or more domestic animals over the age of four months are kept for the purpose of breeding, boarding, grooming, hobby, sale, or sporting activity.
  - a. *Kennels* may include the outdoor use of property for exercise yards, pens, and other similar accessory uses.
  - b. *Kennels* are subject to the regulations set forth herein regulating private kennels and to any additional regulations set forth by Kent County or the State of Michigan.
- (6) *Livestock*: Any domesticated animal typically raised for food, fiber, or agricultural use, including, but not limited to, cattle, sheep, goats, swine, horses, mules, bees, and poultry. Livestock animals are allowed only in conjunction with a permitted Agricultural Use, and as permitted by the Building Official.

*Athletic training facility*. A specialized indoor facility provided for the training needs and related activities of athletes. Unlike a health club, these facilities are primarily for the prearranged use of specific teams and programs, rather than for general public walk-in use. This use includes specialized sports facilities, such as ball courts, hockey rinks, gymnasiums, gymnastics, and pools, and may include weight rooms, classrooms and meeting space. Activities may include training sessions, practices and competitive events.

Section 2. That Chapter 90, Article 2, Section 90-211 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**Sec. 90-211. - Definitions “K”.**

Section 3. That Chapter 90, Article 4, Section 90-401B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**Sec. 90-401B. - Principal permitted uses.**

- (1) Banks.
- (2) Savings and loans.
- (3) Mortgage companies.
- (4) Uses similar to the above.
- (5) Clothing services as follows:
  - a. Laundry agency.
  - b. Self-service laundry and dry cleaning.
  - c. Dry cleaning establishment using not more than two clothes cleaning units, neither of which shall have a rated capacity of more than 40 pounds, using cleaning fluid which is nonexplosive and nonflammable.
  - d. Dressmaking.
  - e. Millinery.
  - f. Tailor and pressing shop.
  - g. Shoe repair shop.
- (6) Equipment services as follows:
  - a. Radio or television shop.
  - b. Electric appliance shop.
  - c. Watch repair shop.
  - d. Shoe repair shop
  - e. Uses similar to the above.
- (7) Food service (excluding drive-in type businesses), the business of which shall be conducted entirely within an enclosed building, except that outdoor seating areas shall be permitted (such seating areas may be located in required yard setbacks, provided that such seating shall not impede pedestrian walkways or parking lots, and shall not include table service; all such seating shall be removed when out of season), as follows:
  - a. Grocery, baked goods and delicatessen.
  - b. Restaurant.
  - c. Ice cream stand or shop.
  - d. Uses similar to the above.
- (8) Offices as follows:
  - a. Business.
  - b. Medical.
  - c. Professional.
- (9) Personal services as follows:
  - a. Barbershop.
  - b. Beauty shop.
  - c. Health salon.
  - d. Photographic studio.

- e. Uses similar to the above.
- (10) Retail service and retail stores generally as follows:
- a. Drugstore.
  - b. Hardware store, paint and wallpaper
  - c. Stationer.
  - d. News dealer.
  - e. Apparel shop.
  - f. Household appliances.
  - g. Flower shop.
  - h. Gift shop.
  - i. Variety stores.
  - j. Bookstores, recordings and videos for sale or rental, except those defined as an adult bookstore.
- (11) Accessory buildings and uses customarily incidental to the above uses.
- (12) Off-street parking.
- (13) Municipal buildings and uses.
- (14) Physical culture facilities, gymnasiums, and reducing salons
- (15) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens, and other similar uses.
- (16) Nursery schools, day nurseries, and child care facilities for the care of seven or more people.
- (17) Animal Daycare/Grooming Facility

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

**Sec. 90-402B. - Permitted uses after special approval.**

The following uses may be permitted in the B-1 business district subject to the approval of the planning commission:

- (1) Public utility buildings, telephone exchange buildings, electric transformers.
- (2) Radio and television towers.
- (3) Secondhand dealer.
- (4) Drive through restaurants.
- (5) Urgent care centers.
- (6) Outdoor cookers (when accessory to a brick-and-mortar restaurant) (see section 90-332).
- (7) Transitional housing for more than ten individuals.
- (8) Permanent supportive housing for more than ten individuals.
- (9) Animal Boarding Facility

Section 5. That Chapter 90, Article 4, Section 90-413B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**Sec. 90-413B. – Permitted Uses after Special Approval.**

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

- (1) All principal permitted uses allowed in the B-2 district.
- (2) Radio, television, microwave or wireless communication towers.
- (3) Community centers.
- (4) Secondhand dealers.
- (5) Drive through restaurants.
- (6) Outdoor cookers (when accessory to a brick-and-mortar restaurant) (see [section 90-332](#)).
- (7) Transitional housing for more than ten individuals.
- (8) Permanent supportive housing for more than ten individuals.
- (9) Animal Boarding Facility

Section 6. That Chapter 90, Article 4, Section 90-425B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**Sec. 90-425B. - Permitted uses after special approval.**

The following uses may be permitted in the I-1 light industrial district subject to the approval of the planning commission:

- (1) Truck terminals.
- (2) Trucks exceeding 5,500 pounds in vehicle weight and truck trailer sales and display, rental and repair.
- (3) Recreational vehicle storage yards.
- (4) Mineral extraction, borrow pit or topsoil removal.
- (5) Radio, television, microwave or wireless communication towers.
- (6) Service stations, including accessory restaurant uses within the building. Drive-through window access may be permitted.
- (7) Athletic training facilities.
- (8) Beverage alcohol production with accessory dining, including breweries, distilleries, and wineries.
- (9) Animal Kennels.

Section 7. That Chapter 90, Article 4, Section 90-431B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**Sec. 90-431B. – Permitted uses after special approval**

The following uses may be permitted in the I-2 industrial district subject to the approval of the planning commission:

- (1) Open storage yards of building and construction contractors and lumberyards.
- (2) Breweries, distilleries, canning factories, chemical plants, and handling, storage, processing or disposal of solid or liquid waste materials.
- (3) Salvage yards and recycling facilities.
- (4) Outdoor theaters.
- (5) Mining, excavating or other removal of sand, earth, minerals or other material naturally found in the earth.
- (6) Body shops.
- (7) Sanitary landfill sites.
- (8) Radio, television, microwave or wireless communication towers.

- (9) Residential facilities to house persons on parole or probation.
- (10) Service stations, including accessory restaurant uses within the building. Drive-through window access may be permitted.
- (11) Athletic training facilities.

Section 8. That Chapter 90, Article 5, Section 90-508 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**Sec. 90-508. – Requirements for permitted uses after special approval.**

The following conditions shall be met for all special use approvals granted by the planning commission:

Use	Zoning Districts Permitted	Minimum Lot Area	Special Minimum Yard Special Requirements	Special Screening Requirements	Other Requirements
Adult business	B-2	—	—	—	Not permitted in locations within 500 feet of a church, synagogue or other regular place of religious worship, public or private elementary, preschool or secondary school, public park, childcare center, entertainment business that is oriented primarily toward children or family entertainment; boundary of any residentially zoned district or any legal residential use not located within a residentially zoned district. Not permitted within 1,000 feet of any other adult business. The distance shall

					be measured from the location of the building or structure housing the adult business to the nearest point of the other building, structure or use or from the nearest lot line of properties in a residentially zoned district or residentially used property.
Amusement machine parlors and pool parlors	B-2	—	—	—	Not permitted within 500 feet of any church.
Animal Boarding Facilities	B-1, B-2, B-3				
Animal Kennels	I-1				
Automobile car wash establishments	B-2	—	Minimum front yard setback of 40 feet for all structures.	—	Required off-street storage space for at least 4 automobiles per stall for manual or self-service establishments, 10 automobiles per stall for unattended and automatically attended establishments.
Automobile 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	R-1, R-2, R-7, ER	5 acres elementary or K-8, 10 acres intermediate or	Structure to be minimum of 50 feet from all property lines	—	Site must abut and have all ingress and egress directly to major

high schools		high schools	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.		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 9. That Chapter 90, Article 11, Section 90-1406 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

TABLE 90-1406 CORRIDOR CENTER AREA (CC)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single Family House	Civic Building
Accessory uses	P	P							P
Animal Daycare/Grooming Facility									
Animal Boarding Facility									
Any use in retail sales of 20,000 square feet or more	P								
Apparel shop	P	P							
Art, including art work, art supplies and framing materials	P	P							
Automobile gasoline/convenience store									
Automobile repair and service entirely									

within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods	P	P							
Bank and financial institution	P								
Barbershop	P								
Beauty shop	P								
Bowling alley									
Bus transfer station									P
Business office	P								
Business service establishments	P								
Car wash									
College or university									
Commercial greenhouse									
Community center									
Convalescent or nursing homes									
Convention Center	S								
Dance hall/nightclub									
Delicatessen	P	P							

Drive-through establishments									
Drugstore	P	P							
Dry cleaning establishment (per 90-401B (5) (c))	P								
Eating and drinking establishments (without drive-through service)									
Event Center	P	P							
Flower shop	P	P							
Funeral homes or mortuaries									
General merchandise store	P	P							
Grocery	P	P							
Hardware store, paint and wallpaper	P	P							
Health and fitness	P								
Hotel	P\$								
Indoor skating rink									
Indoor theater									
Light Industrial / Maker's Spaces									
Medical office	P								
Microbrewery, small distiller	P	P							
Multiple family dwellings	P\$								
Municipal uses									P
Nursery schools, day nurseries, and	S	S							

dependent care facilities for seven or more people									
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment	P	P							
Parking structures	S								
Photographic studio	P								
Pool hall/billiards									
Printing and publishing									
Professional office	P								
Religious or social service assembly									
Secondhand business	S	S							
Self-service laundry and dry cleaning	P B	P B							
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens									

Section 10. That Chapter 90, Article 11, Section 90-1407 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

TABLE 90-1407 CORRIDOR URBAN AREA (CU)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single Family House	Civic Building
Accessory uses	P	P							P
Animal Daycare/Grooming Facility									
Animal Boarding Facility									
Any use in retail sales of 20,000 square feet or more	S	S							
Apparel shop	P	P							
Art, including art work, art supplies and framing materials	P	P							
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle									

or boat showrooms									
Baked goods	P	P							
Bank and financial institution	P								
Barbershop	P								
Beauty shop	P								
Bowling alley	S	S							
Bus transfer station	P								P
Business office	P								
Business service establishments	P								
Car wash									
College or university									P
Commercial greenhouse	P	P							
Community center	P								
Convalescent or nursing homes									
Convention Center	S								
Dance hall/nightclub	S	S							
Delicatessen	P	P							
Drive-through establishments									
Drugstore	P	P							
Dry cleaning establishment (per 90-401B (5) (c))	P								
Eating and drinking establishments (without drive-through service)	P	P							

Event Center	S								
Flower shop	P	P							
Funeral homes or mortuaries									
General merchandise store	P	P							
Grocery	P	P							
Hardware store, paint and wallpaper	P	P							
Health and fitness	P								
Hotel	P\$								
Indoor skating rink	S	S							
Indoor theater	S	S							
Light Industrial / Maker's Spaces									
Medical office	P								
Microbrewery, small distiller	P	P							
Multiple family dwellings	P\$								
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people	P\$								
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking	P	P							

establishment									
Parking structures									
Photographic studio	P								
Pool hall/billiards	S								
Printing and publishing	P								
Professional office	P								
Religious or social service assembly									S
Secondhand business	S	S							
Self-service laundry and dry cleaning	P								
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens	P								

Section 11. That Chapter 90, Article 11, Section 90-1408 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

TABLE 90-1408 CORRIDOR GENERAL AREA (CG)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single Family House	Civic Building
Accessory uses	P	P	P	P	P				P
Animal Daycare/Grooming Facility	P#	P	P	P#	P#				
Animal Boarding Facility									
Any use in retail sales of 20,000 square feet or more	P	P	P						
Apparel shop	P	P	P	P					
Art, including art work, art supplies and framing materials	P	P	P	P					
Automobile gasoline/convenience store			SD						
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle									

or boat showrooms									
Baked goods	P	P	P	P					
Bank and financial institution	P								
Barbershop	P			P	P#				
Beauty shop	P			P	P#				
Bowling alley									
Bus transfer station	P								P
Business office	P	P D	P D	P	P#				
Business service establishments	P	P D	P D	P	P#				
Car wash			S D						
College or university									P
Commercial greenhouse	S D		S D						
Community center	P								
Convalescent or nursing homes									
Convention Center	S								
Dance hall/nightclub	S	S	S						
Delicatessen	P	P	P	P					
Drive-through establishments	S D	S D	S D						
Drugstore	P	P	P	P					
Dry cleaning establishment (per 90-401B (5) (c))		P	P						
Eating and drinking establishments (without drive-through service)	P	P	P		P#				

Event Center	S	S	S						
Flower shop	P	P	P	P					
Funeral homes or mortuaries									
General merchandise store	P	P	P	P					
Grocery	P	P	P	P	P#				
Hardware store, paint and wallpaper	P	P	P	P					
Health and fitness	P				P#				
Hotel	P\$								
Indoor skating rink									
Indoor theater	P	P	P						
Light Industrial / Maker's Spaces									
Medical office	P	P D	P D	P	P#				
Microbrewery, small distiller	P	P	P						
Multiple family dwellings	P\$			P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people	P\$			P	P#				
Open air business			S						
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking	P	P	P						

establishment									
Parking structures									
Photographic studio	P	P	P	P					
Pool hall/billiards									
Printing and publishing	P			P					
Professional office	P	P D	P D	P	P#				
Religious or social service assembly									S
Secondhand business	S	S	S						
Self-service laundry and dry cleaning	P								
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens	P#		P						

Section 12. That Chapter 90, Article 11, Section 90-1409 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

TABLE 90-1408 CORRIDOR SUB-URBAN AREA (CS)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single Family House	Civic Building
Accessory uses			P	P	P	P			P
Animal Daycare/Grooming Facility			P	P#	P#				
Animal Boarding Facility									
Any use in retail sales of 20,000 square feet or more									
Apparel shop			P	P					
Art, including art work, art supplies and framing materials			P	P					
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle									

or boat showrooms									
Baked goods			P	P					
Bank and financial institution									
Barbershop				P	P#				
Beauty shop				P	P#				
Bowling alley			S						
Bus transfer station			P						P
Business office				P					
Business service establishments				P					
Car wash									
College or university			S						S
Commercial greenhouse			S						
Community center			S						
Convalescent or nursing homes									
Convention Center					S				
Dance hall/nightclub			S						
Delicatessen			P	P					
Drive-through establishments			S						
Drugstore			P	P					
Dry cleaning establishment (per 90-401B (5) (c))			P						
Eating and drinking establishments (without drive-through service)			P	P					

Event Center			S						
Flower shop			P	P					
Funeral homes or mortuaries									
General merchandise store			P	P					
Grocery			P	P					
Hardware store, paint and wallpaper			P	P					
Health and fitness					P#				
Hotel					P				
Indoor skating rink			S						
Indoor theater			S						
Light Industrial / Maker's Spaces									
Medical office			P	P					
Microbrewery, small distiller			P						
Multiple family dwellings				P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people				P	P#				
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking			P						

establishment									
Parking structures			S						
Photographic studio			P	P					
Pool hall/billiards			S						
Printing and publishing				P					
Professional office			P	P					
Religious or social service assembly									S
Secondhand business			S						
Self-service laundry and dry cleaning									
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses						P			
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens			P	P					

Section 13. That Chapter 90, Article 11, Section 90-1410 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

<b>TABLE 90-1410 CORRIDOR EDGE AREA (CE)</b>									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single Family House	Civic Building
Accessory uses			P	P	P	P			P
Animal Daycare/Grooming Facility			P	P#	P#				
Animal Boarding Facility			PD	PD#	PD#				
Any use in retail sales of 20,000 square feet or more									
Apparel shop			P	P					
Art, including art work, art supplies and framing materials			P	P					
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle									

or boat showrooms									
Baked goods			P	P					
Bank and financial institution									
Barbershop				P	P#				
Beauty shop				P	P#				
Bowling alley			S						
Bus transfer station			P						P
Business office				P					
Business service establishments				P					
Car wash									
College or university			S						S
Commercial greenhouse			S						
Community center			S						
Convalescent or nursing homes									
Convention Center					S				
Dance hall/nightclub			S						
Delicatessen			P	P					
Drive-through establishments			S						
Drugstore			P	P					
Dry cleaning establishment (per 90-401B (5) (c))			P						
Eating and drinking establishments (without drive-through service)			P	P					

Event Center			S						
Flower shop			P	P					
Funeral homes or mortuaries									
General merchandise store			P	P					
Grocery			P	P					
Hardware store, paint and wallpaper			P	P					
Health and fitness					P#				
Hotel					P				
Indoor skating rink			S						
Indoor theater			S						
Light Industrial / Maker's Spaces									
Medical office			P	P					
Microbrewery, small distiller			P						
Multiple family dwellings				P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people				P	P#				
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking			P						

establishment									
Parking structures			S						
Photographic studio			P	P					
Pool hall/billiards			S						
Printing and publishing				P					
Professional office			P	P					
Religious or social service assembly									S
Secondhand business			S						
Self-service laundry and dry cleaning									
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses						P			
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens			P	P					

Section 14. That Chapter 90, Article 11, Section 90-1411 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

TABLE 90-1411 CORRIDOR NEIGHBORHOOD AREA (CN)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single Family House	Civic Building
Accessory uses						P	P	P	P
Animal Daycare/Grooming Facility									
Animal Boarding Facility									
Any use in retail sales of 20,000 square feet or more									
Apparel shop									
Art, including art work, art supplies and framing materials									
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle									

or boat showrooms									
Baked goods									
Bank and financial institution									
Barbershop									
Beauty shop									
Bowling alley									
Bus transfer station									
Business office									
Business service establishments									
Car wash									
College or university									
Commercial greenhouse									
Community center									S
Convalescent or nursing homes									
Convention Center									
Dance hall/nightclub									
Delicatessen									
Drive-through establishments									
Drugstore									
Dry cleaning establishment (per 90-401B (5) (c))									
Eating and drinking establishments (without drive-through service)									

Event Center									
Flower shop									
Funeral homes or mortuaries									
General merchandise store									
Grocery									
Hardware store, paint and wallpaper									
Health and fitness									
Hotel									
Indoor skating rink									
Indoor theater									
Light Industrial / Maker's Spaces									
Medical office									
Microbrewery, small distiller									
Multiple family dwellings									
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people									S
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking									

establishment									
Parking structures									
Photographic studio									
Pool hall/billiards									
Printing and publishing									
Professional office									
Religious or social service assembly									P
Secondhand business									
Self-service laundry and dry cleaning									
Single-family detached dwelling								P	
State licensed residential facility								P	
Two-family dwellings/rowhouses						P	P		
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens									

Section 15. That Chapter 90, Article 11, Section 90-2101 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

**Section 90-2101. DEFINITIONS "A"**

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

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

*Alley:* Refer to "rear alley."

*Animal:*

- (1) *Boarding Facility:* a business wherein domestic animals over the age of four months may be brought for overnight boarding.
  - a. *Animal Boarding Facilities* must be contained entirely within an enclosed building.
  - b. *Animal Boarding Facilities* are subject to any additional regulations set forth by Kent County or the State of Michigan.
- (2) *Daycare/Grooming Facility:* a business wherein domestic animals may be brought during daytime hours for grooming, obedience training, exercising, socializing, and other similar types of care.
  - a. *Animal Daycare/Grooming Facilities* must be contained entirely within an enclosed building.
  - b. This use excludes overnight boarding (See *Animal Boarding Facility*)
- (3) *Kennel:* A business wherein three or more domestic animals over the age of four months are kept for the purpose of breeding, boarding, grooming, hobby, sale, or sporting activity.
  - a. *Kennels* may include the outdoor use of property for exercise yards, pens, and other similar accessory uses.
  - b. *Kennels* are subject to the regulations set forth herein regulating private kennels and to any additional regulations set forth by Kent County or the State of Michigan.
  - c. *Athletic training facility.* A specialized indoor facility provided for the training needs and related activities of athletes. Unlike a health club, these facilities are primarily for the prearranged use of specific teams and programs, rather than for general public walk-in use. This use includes specialized sports facilities, such as ball courts, hockey rinks, gymnasiums, gymnastics, and pools, and may include weight rooms, classrooms and meeting space. Activities may include training sessions, practices and competitive events.

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

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

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

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

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

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

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

Section 16. That this ordinance shall take effect on \_\_\_\_\_, 2026.

Section 17. That MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 7-26

WYOMING PLANNING COMMISSION  
AGENDA ITEM  
NO. 1

**DATE DISTRIBUTED:** February 10, 2026

**PLANNING COMMISSION DATE:** February 17, 2026

**ACTION REQUESTED:** Request to amend Zoning Code Sections 90-201 "Definitions A", 90-211 "Definitions K", 90-401B "Principal permitted uses", 90-402B "Permitted uses after special approval", 90-413B "Permitted uses after special approval", 90-425B "Permitted uses after special approval", 90-431B "Permitted uses after special approval", 90-508 "Requirements for permitted uses after special approval", 90-1406 "Corridor center area (CC)", 90-1407 "Corridor urban area (CU)", 90-1408 "Corridor general area (CG)", 90-1409 "Corridor sub-urban area (CS)", 90-1410 "Corridor edge area (CE)", 90-1411 "Corridor neighborhood area (CN)", and 90-2101 "Definitions A"

**REQUESTED BY:** Wyoming Planning Staff

**REPORT PREPARED BY:** Joe Blair, Planner II

**GENERAL BACKGROUND:**

As is commonly done with an established zoning ordinance, the Planning Staff reviews the ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. Typically, these alterations are the result of resident petitions, City Council direction, Planning Commission feedback, interpretation requests, or issues that arise when interacting with the zoning ordinance with developers. This amendment was requested by a business owner at the January 5<sup>th</sup> City Council meeting, wherein they made a case that the definition of Kennels and their allowed locations were out of date and overly restrictive to

These recommended amendments are to update an existing definition of Animals and Kennels and expand the opportunity for less intense, but similar, uses within the city's commercial corridors.

**PURPOSE FOR ZONING ORDINANCE AMENDMENTS:**

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

*Updating Definitions (Sections 90-201, 90-211, and 90-2101)*

This change is to multiple sections of both the Euclidean and Form Based Codes in an effort to bring all elements of Kennels, Animal Daycare / Grooming, and Animal Boarding under one definition. This new definition clarifies the standards for what is considered Animal Daycare (Not Overnight Care, Indoors Only), Animal Boarding (Overnight Care, Indoors Only), and Kennels (Overnight Care, Indoor or Outdoor). This change also updates the Euclidean code definitions of Domestic and Exotic Animals, while also providing a new definition of Livestock Animals.

*Allowing Animal Daycares and Grooming Facilities (90-401B, 90-1408, 90-1409, 90-1410)*

With the new definition of Animal Daycare and Grooming Facilities, Staff is recommending that businesses that focus on pet maintenance or daytime care be allowed to do so as a principal permitted use in the B-1 Neighborhood Business District, as well as the Form Based Code Corridor Suburban, Corridor General, and Corridor Edge Districts

Importantly, by adding this use to the B-1 list of principal permitted uses, this would also allow this use as principal permitted use in the B-2 General Business District and the B-3 Planned Shopping District as well.

*Allowing Animal Boarding Facilities (90-402B, 90-413B, 90-1410)*

With the new definition of Animal Boarding facilities, Staff is recommending that businesses that wish to board pet animals overnight be allowed to do so as a Special Land Use in the B-1 Neighborhood Business District and the B-3 Planned Shopping Business District.

Importantly, by adding this use to the B-1 list of Special Land Uses, this would also allow this use as a Special Land Use in the B-2 General Business District as well.

Additionally, staff is recommending this use be Permitted By Right in the Corridor Edge District of the Form Based Code, but be restricted to Division Avenue only. This would limit them to the area south of 54<sup>th</sup> St SW, but would allow them to be built with a more streamlined, administrative process.

*Lessening restrictions on Kennels (90-430B and 90-431B)*

Currently, Kennels are only allowed in the I-2 General Industrial District as a Special Land Use. In order to allow for more flexibility in the use type, Staff is recommending Kennels be allowed in the I-1 Light Industrial district as a Special Land Use. This would still allow them in the I-2 district, but would provide more opportunities for Animal Boarding that wishes to have outdoor exercise and play spaces to find a suitable parcel in a district that is already expected to have increased levels of noise.

*Updating Form Based Code Tables (90-1406, 90-1407, 90-1411)*

While making changes to the Form Based Code Tables for Corridor Suburban, General, and Edge, Staff must also update the tables for Corridor Urban, Center, and Neighborhood. While there are no additional uses being allowed in these districts, it has been standard practice to make the “Specific Use” column uniform across all of the Form Based Code Districts.

**PROPOSED ORDINANCE AMENDMENT:**

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

**PLANNING COMMISSION ACTION:**

The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-201 ”Definitions A”, 90-211 “Definitions K”, 90-401B “Principal permitted uses”, 90-402B “Permitted uses after special approval”, 90-413B “Permitted uses after special approval”, 90-425B “Permitted uses after special approval”, 90-431B “Permitted uses after special approval”, 90-508 “Requirements for permitted uses after special approval”, 90-1406 “Corridor center area (CC)”, 90-1407 “Corridor urban area (CU)”, 90-1408 “Corridor general area (CG)”, 90-1409 “Corridor sub-urban area (CS)”, 90-1410 “Corridor edge area (CE)”, 90-1411 ”Corridor neighborhood area (CN)”, and 90-2101 “Definitions A” and recommend the same to City Council.

**DEVELOPMENT REVIEW TEAM:**

Nicole Hofert, Deputy City Manager  
Aaron Vis, Director of Public Works  
Lew Manley, Building Official  
Kip Snyder, Director of Public Safety

# CITY OF WYOMING

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

February 17, 2025

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to amend Zoning Code Sections 90-201 "Definitions A", 90-211 "Definitions K", 90-401B "Principal permitted uses", 90-402B "Permitted uses after special approval", 90-413B "Permitted uses after special approval", 90-425B "Permitted uses after special approval", 90-431B "Permitted uses after special approval", 90-508 "Requirements for permitted uses after special approval", 90-1406 "Corridor center area (CC)", 90-1407 "Corridor urban area (CU)", 90-1408 "Corridor general area (CG)", 90-1409 "Corridor sub-urban area (CS)", 90-1410 "Corridor edge area (CE)", 90-1411 "Corridor neighborhood area (CN)", and 90-2101 "Definitions A"

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 February 17<sup>th</sup>, 2026. At the meeting, a motion was made by Zapata, supported by LaPlaca, to recommend that City Council approve the proposed text amendments. The motion to approve and recommend to City Council passed unanimously.

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

From time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. This amendment was requested by a business owner at the City Council meeting on January 5<sup>th</sup>, 2026, wherein they made a case that the definition of Kennels and their allowed locations were out of date and overly restrictive. These recommended amendments are to update existing definitions of Animals and Kennels and expand the opportunity for less intense, but similar, uses within the city's commercial corridors.

Overall, these changes are broken down into two parts: updating the definitions of Animals and Kennels, and providing clarity on where the new uses will be allowed within existing commercial corridors. The Definitions of "Animal" and "Kennel" are being updated to include modern practices and usage, with the latter being relocated under a consolidated definition under "Animal."

Animal Grooming/Daycare that is indoors and does not include overnight boarding is being allowed in the business districts, as well as the Form Based Code in specific corridors. Additionally, Animal Boarding that is indoors and allows for overnight boarding is being allowed as a special land use in the business districts, and as a principal permitted use on Division

Avenue south of 54<sup>th</sup> Street. Lastly, Animal Kennels that are either indoor or outdoor with overnight boarding are being allowed in the Light Industrial district as a special land use, and in the General Industrial district as a principal permitted use.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

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

Cc: John Shay, City Manager

AGENDA ITEM NO. 1

Request to amend Zoning Code Sections 90-201 "Definitions A", 90-211 "Definitions K", 90-401B "Principal permitted uses", 90-402B "Permitted uses after special approval", 90-413B "Permitted uses after special approval", 90-425B "Permitted uses after special approval", 90-431B "Permitted uses after special approval", 90-508 "Requirements for permitted uses after special approval", 90-1406 "Corridor center area (CC)", 90-1407 "Corridor urban area (CU)", 90-1408 "Corridor general area (CG)", 90-1409 "Corridor sub-urban area (CS)", 90-1410 "Corridor edge area (CE)", 90-1411 "Corridor neighborhood area (CN)", and 90-2101 "Definitions A" (Wyoming Planning Staff)

Blair explained that from time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. Blair noted that this amendment was requested by a business owner at the recent January 5<sup>th</sup> City Council meeting. This business owner made a case that the definition of kennels and their allowed locations were out of date and overly restrictive.

Blair explained that the recommended amendments are to update an existing definition of animals and kennels and expand the opportunity for less intense, but similar, uses within the city's commercial corridors.

Blair then walked through the recommended text amendments, explaining staff's reasoning for updating the following sections:

*Updating Definitions (Sections 90-201, 90-211, and 90-2101)*

This change is to multiple sections of both the Euclidean and Form Based Codes in an effort to bring all elements of Kennels, Animal Daycare / Grooming, and Animal Boarding under one definition. This new definition clarifies the standards for what is considered Animal Daycare (Not Overnight Care, Indoors Only), Animal Boarding (Overnight Care, Indoors Only), and Kennels (Overnight Care, Indoor or Outdoor). This change also updates the Euclidean code definitions of Domestic and Exotic Animals, while also providing a new definition of Livestock Animals.

*Allowing Animal Daycares and Grooming Facilities (90-401B, 90-1408, 90-1409, 90-1410)*

With the new definition of Animal Daycare and Grooming Facilities, Staff is recommending that businesses that focus on pet maintenance or daytime care be allowed to do so as a principal permitted use in the B-1 Neighborhood Business District, as well as the Form Based Code Corridor Suburban, Corridor General, and Corridor Edge Districts.

Importantly, by adding this use to the B-1 list of principal permitted uses, this would also allow this use as principal permitted use in the B-2 General Business District and the B-3 Planned Shopping District as well.

*Allowing Animal Boarding Facilities (90-402B, 90-413B, 90-1410)*

With the new definition of Animal Boarding facilities, Staff is recommending that businesses that wish to board pet animals overnight be allowed to do so as a Special Land Use in the B-1 Neighborhood Business District and the B-3 Planned Shopping Business District.

Importantly, by adding this use to the B-1 list of Special Land Uses, this would also allow this use as a Special Land Use in the B-2 General Business District as well.

Additionally, staff is recommending this use be Permitted By Right in the Corridor Edge District of the Form Based Code, but be restricted to Division Avenue only. This would limit them to the area south of 54<sup>th</sup> St SW, but would allow them to be built with a more streamlined, administrative process.

*Lessening restrictions on Kennels (90-430B and 90-431B)*

Currently, Kennels are only allowed in the I-2 General Industrial District as a Special Land Use. In order to allow for more flexibility in the use type, Staff is recommending Kennels be allowed in the I-1 Light Industrial district as a Special Land Use. This would still allow them in the I-2 district, but would provide more opportunities for Animal Boarding that wishes to have outdoor exercise and play spaces to find a suitable parcel in a district that is already expected to have increased levels of noise.

*Updating Form Based Code Tables (90-1406, 90-1407, 90-1411)*

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Blair said The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-201 "Definitions A", 90-211 "Definitions K", 90-401B "Principal permitted uses", 90-402B "Permitted uses after special approval", 90-413B "Permitted uses after special approval", 90-425B "Permitted uses after special approval", 90-431B "Permitted uses after special approval", 90-508 "Requirements for permitted uses after special approval", 90-1406 "Corridor center area (CC)", 90-1407 "Corridor urban area (CU)", 90-1408 "Corridor general area (CG)", 90-1409 "Corridor sub-urban area (CS)", 90-1410 "Corridor edge area (CE)", 90-1411 "Corridor neighborhood area (CN)", and 90-2101 "Definitions A" and recommend the same to City Council.

Micele opened the Public Hearing at 7:08PM.

There was no public comment, and the hearing was closed.

A motion was made by Zapata, supported by LaPlaca to approve the zoning code amendments and recommend the same to City Council.

A vote on the motion passed unanimously.

#### AGENDA ITEM NO. 2

Planning Commission Annual Report (Wyoming Planning Staff)

Hyble presented the annual report to the commissioners.

A motion was made by Smart, supported by Gilreath-Watts, to accept the Planning Commission Annual Report.

A vote on the motion passed unanimously.

#### OLD BUSINESS

#### NEW BUSINESS

#### INFORMATIONAL

##### Learning & Growth

Randall and Micele explained that for the next couple of months they would all be sharing how they prepare for Planning Commission meetings. Randall and Micele shared how they prepare for planning commission meetings.

#### PUBLIC COMMENT

Micele opened the public hearing at 7:33PM.

Dan Jones, 1032 Royal Oak St SW, spoke to commissioners and wanted to know why there couldn't be a 2-way conversation between residents and board members during the meeting. He also wanted to know when there would be a detailed handout for the R-2/R-3 rezoning project. He said he had received information from the planning department, but it was general and vague, and he would like a more detailed print out.

Carson Hall, 2432 Boulevard Dr, introduced himself for the record.

The public hearing was closed at 7:37PM.