



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

- 1) Call to Order**
- 2) Invocation – Wayne Ondersma, The PIER Church**
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Approval of Minutes**
From March 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 Confirm Special Assessment Roll #26-823 for a Spongy Moth Suppression Project
7:02 p.m. To Confirm Special Assessment Roll #26-824 for a Spongy Moth Suppression Project
- 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**
 - a) Budget Amendment No. 23 – To Appropriate \$54,000 of Budgetary Authority to Provide the Necessary Funds for Godwin Mercado and Recognize the Transfer of Grant Funds from the Brownfield Redevelopment Authority
 - b) Budget Amendment No. 24 – To Appropriate an Additional \$850,000 of Budgetary Authority to Provide Funding for Housing and Urban Development – Community Project Funding and Recognize the Associated Federal Grant Revenue

13) Consent Agenda

All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.

- a) To Appoint Brice Carpenter as a Member of the Tree Commission for the City of Wyoming
- b) To Set a Public Hearing For City Council Approval of a Brownfield Plan for Leedy Manufacturing Beverly Project (April 20, 2026, at 7:01 p.m.)
- c) To Set a Public Hearing on the Necessity of and Special Assessment of the Costs for the Kent Industrial Center Median Irrigation System and Maintenance Costs, Special Assessment Roll #26-825 (April 20, 2026, at 7:02 p.m.)
- d) To Set a Public Hearing Regarding the 2025 Edward Byrne Memorial Justice Assistance Grant (April 20, 2026, at 7:03 p.m.)
- e) To Set a Public Hearing for the Proposed 2026-2027 Budget for the City of Wyoming (May 4, 2026, at 7:01 p.m.)
- f) To Set a Public Hearing for the Proposed Wyoming Community Development 2026/2027 One Year Action Plan (May 16, 2026, at 7:01 p.m.)

14) Resolutions

- g) To Approve All Belong for a Charitable Gaming License
- h) To Support the Prevention Maintenance Project on the Godfrey Avenue Bridge Over Plaster Creek
- i) To Confirm Special Assessment Roll #26-283 for the 2026 Spongy Moth Suppression Project
- j) To Confirm Special Assessment Roll #26-284 for the 2026 Spongy Moth Suppression Project

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

- k) To Accept a Proposal for Aerial Insecticide Spraying Services and to Authorize the City Manager to Execute an Agreement for Spongy Moth Suppression Services
- l) To Vacate a Portion of 56th Street SW Located West of Clay Avenue and East of US-131 to Adjacent Properties at 505, 560, and 588 56th Street SW, and 5635 Clay Ave SW and to Accept an Easement and License Agreement for Emergency Access
- m) To Accept an Automatic Aid Agreement Between the Wyoming Fire Department and the Byron Township Fire Department Providing Emergency Apparatus Response for Structure Fires and Highway Incidents
- n) To Authorize the Write-Off of Delinquent 2020 City Personal Property Taxes
- o) To Accept a Proposal for Phase Two of Enterprise Resource Planning Software Consulting Services
- p) To Accept a Proposal for the Replacement of a Dumpster Enclosure
- q) To Accept a Proposal to Amend the Meter Reading Service Contract

16) Ordinances

- 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 (Final 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” (Final Reading)

8-26 Ordinance To Amend Section 90-515 Of The Code Of The City Of Wyoming By Adding Subsection (151) To Rezone 1957 Beverly Avenue SW From I-1 Light Industrial District To I-2 General Industrial District (First Reading)

9-26 Ordinance To Amend Zoning Code Sections 90-201 “Definitions A”, 90-219 “Definitions S”, 90-220 “Definitions T”, 90-320 “Automobile Service Stations and Public Garages”, 90-407B “Principal Permitted Uses”, 90-408B “Permitted Uses After Special Approval”, 90-425B “Permitted Uses After Special Approval”, 90-430B “Principal Permitted Uses”, 90-431B “Permitted Uses After Special Approval”, 90-508 “Requirements for Permitted Uses After Special Approval” (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

20) Adjournment

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

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

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

CITY OF WYOMING BUDGET AMENDMENT

Date: April 6, 2026

Budget Amendment No. 023

To the Wyoming City Council:

A net neutral budget amendment is requested to appropriate \$54,000 of budgetary authority to provide the necessary funds for Godwin Mercado and recognize the transfer of grant funds from the Brownfield Redevelopment Authority.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Godwin Mercado Fund</u>				
Transfer from Brownfield Redevelopment Authority				
551-699.243	\$ -	\$ 54,000.00		\$ 54,000.00
Godwin Mercado - Public Market - Capital Outlay				
551-751-76300-975.000	\$ -	\$ 54,000.00		\$ 54,000.00
Fund Balance/Working Capital (Fund 551)		<u>\$ -</u>	<u>\$ -</u>	

Recommended: Jodi Yenchak
Finance Director

John M.
City Manager

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

Motion carried: Yes _____, No _____

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: April 6, 2026

Budget Amendment No. 024

To the Wyoming City Council:

A net neutral budget amendment is requested to appropriate an additional \$850,000 of budgetary authority to provide funding for Housing and Urban Development - Community Project Funding and recognize the associated Federal grant revenue

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>City Center Project Fund</u>				
Federal Grant-Other				
496-528.002	\$ 1,702,955.00	\$ 850,000.00		\$ 2,552,955.00
Fixed Assets - Bridges-Ph1 - Capital Outlay				
496-901-90101-973.002	\$ 1,267,132.00	\$ 67,998.00		\$ 1,335,130.00
Fixed Assets - Planning - Capital Outlay				
496-901-90111-973.002	\$ 469,801.00	\$ 747,272.00		\$ 1,217,073.00
Fixed Assets - Trails-Ph1 - Capital Outlay				
496-901-90131-973.002	\$ 4,948,446.00	\$ 31,045.00		\$ 4,979,491.00
Fixed Assets - Trails-Ph3 - Capital Outlay				
496-901-90133-973.002	\$ 3,300,000.00	\$ 3,685.00		\$ 3,303,685.00
Fund Balance/Working Capital (Fund 496)		\$ -	\$ -	

Recommended: Jodi Yenchar
Finance Director

Jim [Signature]
City Manager

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

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT BRICE CARPENTER AS A MEMBER OF THE
TREE COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Brice Carpenter has submitted an application requesting appointment to the Tree Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2026.
3. Mayor Vanderwood has recommended that Brice Carpenter be appointed as a member of the Tree Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Brice Carpenter to the Tree Commission for the unexpired term ending June 30, 2026.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR CITY COUNCIL APPROVAL OF A
BROWNFIELD PLAN FOR LEEDY MANUFACTURING BEVERLY PROJECT

WHEREAS:

1. Leedy Manufacturing Company (Leedy) owns the property at 1957 Beverly Ave SW, Wyoming, Michigan, PP# 41-17-10-226-003 (the Property) which, prior to Leedy's ownership, was contaminated with hazardous substances exceeding applicable criteria under state laws, rules and regulations making certain evaluations and remediation necessary in order to use the Property in the manner Leedy proposes.
2. The Wyoming Redevelopment Authority approved a Brownfield Plan for the project on March 30, 2026, which includes eligible activities to be reimbursed through tax increment financing. The proposed Brownfield Plan is attached hereto.
3. The project has received or is anticipated to receive necessary approvals from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and/or the Michigan Strategic Fund/Michigan Economic Development Corporation (MSF/MEDC).
4. Public Act 381 of 1996 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 Brownfield Plan for Leedy Manufacturing Company shall be held at 7:01 p.m. on Monday, April 20, 2026 in the City Council Chambers, City Hall, 1155 28th 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 hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 6, 2026.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT(s): Staff Report
 Brownfield Plan
 WBRA Approval Resolution

Resolution No. _____

STAFF REPORT

Date: March 31, 2026
Subject: Leedy Manufacturing, 1957 Beverly Ave SW
From: Julian Edouard, Economic Development Specialist
CC: Nicole Hofert, Deputy City Manager
Meeting Date: April 6, 2026

RECOMMENDATION

Staff recommend approval of the Brownfield Plan in the amount of \$2,966,855 with Leedy Manufacturing, located at 1957 Beverly Ave SW.

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 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 has proposed rehabilitation of the existing obsolete facility. In addition to the IDD and PRD Industrial Facility Exemption Certificate Applications that have been approved by City Council, Leedy has submitted a Brownfield Plan, which was approved by the Wyoming Brownfield Redevelopment Authority on March 30.

The property's baseline taxable value in 2026 is \$1,707,275, with a projected taxable value of \$10,476,915 upon the 30-year Brownfield Plan's expiration in 2057. The plan incorporates a tax increment split whereby 70% of local tax increment revenues will be captured for developer reimbursement, while 30% will pass through to the respective taxing jurisdictions. The total collection of City taxes collected in the 30-year period amount to \$1,219,753 if the redevelopment project does not occur and the property remains as is. If the redevelopment project moves forward, even with incentives, the total collection of City taxes in the 30-year period amounts to \$1,264,414. The City's share of taxes at 1957 Beverly in 2058 amounts to \$53,177 if the redevelopment project does not occur and the property remains as is. If the redevelopment project does occur, the City's share of taxes at 1957 Beverly in 2058 amounts to \$137,065.29 upon expiration of the Brownfield Plan.

ATTACHMENTS:

Resolution
Brownfield Plan
WBRA Approval Resolution

ACT 381 BROWNFIELD PLAN

Leedy Manufacturing

**1957 Beverly, LLC
1957 Beverly SW
Kent County, City of Wyoming
Wyoming Brownfield Redevelopment Authority**

March 11, 2026



Prepared by
Michigan Growth Advisors
100 W Michigan Avenue
Suite #200
Kalamazoo, MI 49007

Approved by the Brownfield Redevelopment Authority on _____

Approved by the City of Wyoming on _____

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- Attachment E Soil Sampling Map

ACT 381 BROWNFIELD PLAN

1.0 INTRODUCTION

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The proposed redevelopment consists of one parcel that totals approximately 14.13 acres in the City of Wyoming. The project will include the selective interior demolition of a 172,909 square foot obsolete industrial building originally constructed in 1925. Following interior building, the building will be renovated in phases to make way for a new use and occupancy by Leedy Manufacturing Company ("Leedy"). Leedy is a growing company that has expanded beyond the capacity of their existing facility in the City of Grand Rapids. Leedy plans to relocate the entire company to this location following renovation. A second phase of the project anticipates the construction of a new, 30,000 square foot expansion to add additional manufacturing and warehouse capacity.

The total capital investment on the project is expected to be \$11.9 million. Construction on the project is planned to begin in the winter of 2026 and will be completed by fall of 2027.

1.2 Eligible Property Information

Basis of Eligibility

A Limited Phase II was conducted on 1957 Beverly St SW by Ramboll, dated August 19, 2020. The subject property is a "Facility" as defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act ("NREPA"), Act 451 of 1994, as amended, due to the presence of several metals and SVOCs in soils at concentrations in excess of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) criteria for residential and nonresidential properties. In groundwater, concentrations of chromium, PFOA and PFOS were detected above Part 201 criteria for residential and nonresidential properties. Verification of Facility status is contained in Attachment C.

Location and Legal Description

1957 Beverly St SW Parcel ID: 41-17-10-226-003 14.13 Acres
Wyoming, MI 49519

Legal Description:

Part of the Northeast 1/4 of Section 10, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing 33.00 feet South and 168.57 feet West from the Northeast corner of said Section; thence South 42 degrees 54 minutes West 1057.61 feet; thence South 48 degrees 34 minutes West 244.46 feet; thence North 60 degrees 04 minutes West 314.40 feet; thence South 55 degrees 25 minutes 30 seconds West 70.58 feet to the Northeasterly line of the C&O Railroad

Right of Way (100.00 feet wide); thence Northwesterly along the Northerly line of said Railroad Right of Way to a point 759.00 feet North 89 degrees 50 minutes East along the North Section line and 569.72 feet South 02 degrees 55 minutes East from the North 1/4 corner; thence South 66 degrees 01 minutes 29 seconds East 302.57 feet; thence South 64 degrees 54 minutes 15 seconds East 122.20 feet; thence Southeasterly 230.59 feet along a 355.00 foot radius curve to the left, the long chord of which bears South 83 degrees 30 minutes 45 seconds East 226.56 feet; thence North 32 degrees 56 minutes 37 seconds West 145.87 feet; thence North 32 degrees 56 minutes 47 seconds West 50.92 feet; thence Northeasterly 92.11 feet along a 548.70 foot radius curve to the left, the long chord of which bears North 63 degrees 38 minutes 50 seconds East 92.00 feet; thence North 02 degrees 19 minutes 27 seconds East 77.63 feet; thence North 34 degrees 49 minutes West 208.00 feet; thence North 55 degrees 11 minutes East 498.72 feet to a point 759.00 feet North 89 degrees 50 minutes East along the North Section line and 33.00 feet South 02 degrees 55 minutes East and 908.66 feet North 89 degrees 50 minutes East from the North 1/4 corner; thence North 89 degrees 50 minutes East to the beginning.

Commonly known as: 1957 Beverly Avenue SW, Wyoming, MI 49519

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

Tax increment revenues will be used to reimburse 1957 Beverly, LLC ("Developer") for the cost of Eligible Activities as authorized by Act 381. Michigan Strategic Fund ("MSF") approved non-environmental eligible activities, and EGLE approved Environmental Eligible Activities will be reimbursed with Local and State Tax Increment Revenues ("TIR").

The total cost of Eligible Activities including contingency are anticipated to be \$2,966,855. Funding to the State Brownfield Redevelopment Fund is anticipated to be \$193,498. The City of Wyoming BRA does not intend to capture administrative fees from the project. The estimated cost of all Eligible Activities under this Brownfield Plan is summarized in Table 1. The total EGLE Eligible Activity estimate is \$1,051,300. The total MSF Eligible Activity estimate is \$1,555,704. A 15% contingency is included, totaling \$359,851.

Environmental Activities

Department specific activities considered under this Brownfield Plan include a Phase I and Phase II Environmental Site Assessment ("ESA"), Baseline Environmental Assessment ("BEA"), and documentation of due care planning. These activities are statutorily approved for the capture of School Taxes. Response activities include groundwater management and soil management.

Non-Environmental Activities

Because the City of Wyoming is a Qualified Local Unit of Government (“QLUG”), additional non-environmental costs (“Michigan Strategic Fund (“MSF”) Eligible Activities”) can be reimbursed through a brownfield plan. This Brownfield Plan contemplates Demolition; Lead, Asbestos and Mold Abatement; and Site Preparation as MSF Eligible Activities.

2.2 Summary of Eligible Activities

2.2..1 EGLE Eligible Activities

2.2..1.1 Department Specific Activities

A Phase I and Phase II Environmental Site Assessment, Baseline Environmental Site Assessment and due care plan will be required for the project and are anticipated to cost \$148,000. This is a cost statutorily approved for reimbursement with school taxes.

2.2..1.2 Response Activities

The project will require the excavation, hauling and disposal of contaminated soil. Once removed, clean fill will be returned and compacted on the site. Additionally, it is anticipated that contaminated groundwater may be encountered during the excavation of foundations and utilities. Proper handling and disposal of contaminated groundwater is included as an eligible activity. The total cost of response activities is anticipated to be \$888,300.

2.2..2 MSF Eligible Activities

2.2..2.1 Demolition

Demolition activities will include pre-demolition surveys, selective interior demolition and site demolition. The total cost of demolition activities is anticipated to be \$319,604.

2.2..2.2 Lead, Asbestos and Mold Abatement

Lead, asbestos and mold abatement activities will include asbestos, mold and lead surveys, lead, asbestos and mold abatement, and lead paint protection during demolition activities. The total cost of lead, asbestos and mold abatement activities is anticipated to be \$402,600.

2.2..2.3 Site Preparation

Site preparation activities include grading; staking, specialized foundations, import fill, dewatering, temporary erosion control and permitting; temporary facilities;

temporary site control; and geotechnical engineering. Engineering and design of these activities are also included as Eligible Activities. The total cost of site preparation is estimated to be \$788,500.

2.2..3 Contingency

A 15% contingency on Demolition, Lead, Asbestos and Mold Abatement, response activities, Site Preparation, and Infrastructure Improvement activities is included in this Plan. The contingency is \$359,851.

2.2..4 Brownfield Plan and Act 381 Work Preparation

The cost to prepare the Brownfield Plan and Act 381 Work Plan is anticipated to be \$30,000. These costs will be divided equally between EGLE and MSF eligible activities.

2.2..5 Brownfield Plan Implementation

The developer's cost of implementing the Brownfield Plan is anticipated to be \$30,000.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This Brownfield Plan captures 70% of available TIR, including real and personal property TIR, with a 30% passthrough to taxing jurisdictions.

2.4 Method of Financing and Description of Advances Made by the Municipality

The Eligible Activities will be financed by the developer and reimbursed as outlined in this Brownfield Plan and accompanying development agreement. No advances from the City are anticipated.

2.5 Maximum Amount of Note or Bonded Indebtedness

No note or bonded indebtedness for this project is anticipated.

2.6 Duration of Brownfield Plan

The duration of this Brownfield Plan is estimated to be 30 years. Redevelopment of the property is estimated to be completed in 2027, and that full recapture of Developer Eligible Activities will continue until 2057. Capture of TIR is expected to begin in 2028, however could be delayed for up to 5 years after the approval of this Brownfield Plan as permitted by Act 381. In no event shall capture extend beyond 30 years as required by Act 381. An analysis showing the reimbursement schedule is attached as Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail within Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The property consists of one parcel that is approximately 14.13 acres in size and is located at 1957 Beverly St SW in the City of Wyoming, Kent County (Parcel Identification Number 41-17-10-226-003). A legal description of the property along with a scaled map showing Eligible Property dimensions, is attached as Figure 1. The parcel is considered Eligible Property due to the presence of contaminants, in excess of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) generic cleanup criteria. The property is defined as a "facility."

Taxable personal property, if any, is included for capture under this Brownfield Plan.

2.9 Estimates of Residents and Displacement of Individuals/Families

No persons reside at the property.

2.10 Plan for Relocation of Displaced Persons

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

The project contemplates approval of two separate tax abatements, both under Public Act 198 of 1974. A plant rehabilitation district abatement is anticipated for the existing building, while an industrial facilities exemption abatement is anticipated for the new construction.

Figure 1

Legal Description and Eligible Property Map



Location and Legal Description

1957 Beverly St SW
Wyoming, MI 49519

Parcel ID: 41-17-226-003

14.13 Acres

Legal Description:

Part of the Northeast 1/4 of Section 10, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing 33.00 feet South and 168.57 feet West from the Northeast corner of said Section; thence South 42 degrees 54 minutes West 1057.61 feet; thence South 48 degrees 34 minutes West 244.46 feet; thence North 60 degrees 04 minutes West 314.40 feet; thence South 55 degrees 25 minutes 30 seconds West 70.58 feet to the Northeasterly line of the C&O Railroad Right of Way (100.00 feet wide); thence Northwesterly along the Northerly line of said Railroad Right of Way to a point 759.00 feet North 89 degrees 50 minutes East along the North Section line and 569.72 feet South 02 degrees 55 minutes East from the North 1/4 corner; thence South 66 degrees 01 minutes 29 seconds East 302.57 feet; thence South 64 degrees 54 minutes 15 seconds East 122.20 feet; thence Southeasterly 230.59 feet along a 355.00 foot radius curve to the left, the long chord of which bears South 83 degrees 30 minutes 45 seconds East 226.56 feet; thence

North 32 degrees 56 minutes 37 seconds West 145.87 feet; thence North 32 degrees 56 minutes 47 seconds West 50.92 feet; thence Northeasterly 92.11 feet along a 548.70 foot radius curve to the left, the long chord of which bears North 63 degrees 38 minutes 50 seconds East 92.00 feet; thence North 02 degrees 19 minutes 27 seconds East 77.63 feet; thence North 34 degrees 49 minutes West 208.00 feet; thence North 55 degrees 11 minutes East 498.72 feet to a point 759.00 feet North 89 degrees 50 minutes East along the North Section line and 33.00 feet South 02 degrees 55 minutes East and 908.66 feet North 89 degrees 50 minutes East from the North 1/4 corner; thence North 89 degrees 50 minutes East to the beginning.

Commonly known as: 1957 Beverly Avenue SW, Wyoming, MI 49519

Table 1

Eligible Activity Costs



Eligible Activities Table
1957 Beverly, LLC
 1957 Beverly SW
 City of Wyoming, Michigan
 March 2026

Leedy Properties- Total Eligible Activities		
EGLE Eligible Activities Costs and Schedule		
EGLE Eligible Activities	Cost	Completion Season/Year
Department Specific Activities Sub-Total	\$ 148,000	Winter 2026
<i>Phase I & II Environmental Site Assessment</i>	\$ 110,000	
<i>Baseline environmental assessments (BEAs)</i>	\$ 28,000	
<i>Due Care Plan</i>	\$ 10,000	
Response Activity Subtotal	\$ 888,300	Fall 2026
<i>Contaminated groundwater management (Dewatering)</i>	\$ 220,000	
<i>Contaminated soil removal</i>	\$ 618,300	
<i>Replace contaminated soils with clean fill</i>	\$ 50,000	
Brownfield Plan/Act 381 Work Plan	\$ 15,000	Winter 2026
EGLE Eligible Activities Sub-Total	\$ 1,051,300	
MSF Non-Environmental Activities Costs and Schedule		
MSF Eligible Activities	Cost	Completion Season/Year
Demolition Sub-Total	\$ 319,604	Fall 2026
<i>Pre-demolition surveys</i>	\$ 5,000	
<i>Selective interior demolition</i>	\$ 297,000	
<i>Site Demolition</i>	\$ 17,604	
Lead, Asbestos, Mold Abatement Sub-Total	\$ 402,600	Fall 2026
<i>Asbestos, mold and lead surveys</i>	\$ 7,500	
<i>Lead, Asbestos & Mold Abatement</i>	\$ 387,000	
<i>Lead Paint protection during Demo</i>	\$ 8,100	
Site Preparation Sub-Total	\$ 788,500	Fall 2026
<i>Geotechnical Engineering</i>	\$ 12,960	
<i>Oversized Specialized Foundations</i>	\$ 500,000	
<i>Grading</i>	\$ 8,100	
<i>Staking</i>	\$ 4,860	
<i>Dewatering</i>	\$ 50,000	
<i>Import Fill</i>	\$ 166,000	
<i>Temporary Erosion Permitting & Control</i>	\$ 10,800	
<i>Temporary Facilities</i>	\$ 17,280	
<i>Temporary Site Control</i>	\$ 13,500	
<i>Engineering and Design</i>	\$ 5,000	
Brownfield Plan/Act 381 Work Plan	\$ 15,000	Winter 2026
Brownfield Plan Implementation	\$ 30,000	
MSF Eligible Activities Sub-Total	\$ 1,555,704	
Contingency (15%)	\$ 359,851	
Total Brownfield Eligible Activities	\$ 2,966,855	

Table 2

Tax Capture Schedule



Tax Increment Revenue Capture Estimates
 Plant Rehabilitation District
1957 Beverly, LLC
 1957 Beverly SW
 City of Wyoming, Michigan
 March 2026

Plan Year	IFT Period																		
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
*Base Taxable Value	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275
Estimated New TV	\$ 1,707,275	\$ 2,200,000	\$ 2,244,000	\$ 2,288,880	\$ 2,334,658	\$ 2,381,351	\$ 2,428,978	\$ 2,477,557	\$ 2,527,108	\$ 2,577,651	\$ 2,629,204	\$ 2,681,788	\$ 2,735,423	\$ 2,790,132	\$ 2,845,935	\$ 2,902,853	\$ 2,960,910	\$ 3,020,129	\$ 3,080,531
Incremental Difference (New TV - Base TV)	\$ -	\$ 492,725	\$ 536,725	\$ 581,605	\$ 627,383	\$ 674,076	\$ 721,703	\$ 770,282	\$ 819,833	\$ 870,376	\$ 921,929	\$ 974,513	\$ 1,028,148	\$ 1,082,857	\$ 1,138,660	\$ 1,195,578	\$ 1,253,635	\$ 1,312,854	\$ 1,373,256

School Capture	Millage Rate	IFT Rate																		
State Education Tax (SET)	6.0000	6.0000																		
School Operating Tax	18.0000	9.0000																		
School Total	24.0000	15.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Local Capture	Millage Rate	IFT Rate																		
101-Operating	4.6579	2.3290																		
205-Public Safety	1.1895	0.5948																		
206-Fire	0.7123	0.3562																		
207-Police	1.1873	0.5937																		
208-Parks Recr	1.4250	0.7125																		
211-Sidewalk Frnd	0.1899	0.0950																		
213-First Respon	1.4801	0.7401																		
228-Solid Waste	0.4000	0.2000																		
272-Lib/Park Mnt	0.3513	0.1757																		
401-Cap Improvmt	1.4893	0.7447																		
GRCC	1.6793	0.8397																		
Interurban Trans	1.3817	0.6909																		
Kent Co Op	4.0605	2.0303																		
Kent ISD	5.3515	2.6758																		
County Jail	0.7487	0.3744																		
County Zoo/Mus	0.4173	0.2087																		
County Child Dev	0.2390	0.1195																		
Dist Library	1.1000	0.5500																		
County Vet	0.0496	0.0248																		
County Senior	0.4961	0.2481																		
Local Total	28.6063	14.3032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Non-Capturable Millages	Millage Rate	IFT Rate																		
Wyoming Sch Debt	6.1095	3.0548																		
Total Non-Capturable Taxes	6.1095	3.0548	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	58.7158	32.3579																		
Total Tax Increment Revenue (TIR) Available for Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total State and Local Passthrough	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Footnotes:	
Passthrough Amount	30%



Tax Increment Revenue Capture Estimates
 Plant Rehabilitation District
1957 Beverly, LLC
 1957 Beverly SW
 City of Wyoming, Michigan
 March 2026

Estimated Taxable Value (TV) Increase Rate:

Plan Year	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
Calendar Year	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	
*Base Taxable Value	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ -
Estimated New TV	\$ 3,142,142	\$ 3,204,985	\$ 3,269,084	\$ 3,334,466	\$ 3,401,155	\$ 3,469,178	\$ 3,538,562	\$ 3,609,333	\$ 3,681,520	\$ 3,755,150	\$ 3,830,253	\$ 3,906,858	\$ 3,984,995	\$ -
Incremental Difference (New TV - Base TV)	\$ 1,434,867	\$ 1,497,710	\$ 1,561,809	\$ 1,627,191	\$ 1,693,880	\$ 1,761,903	\$ 1,831,287	\$ 1,902,058	\$ 1,974,245	\$ 2,047,875	\$ 2,122,978	\$ 2,199,583	\$ 2,277,720	\$ -

School Capture	Millage Rate	IFT Rate												TOTAL		
State Education Tax (SET)	6.0000	6.0000	\$ 6,026	\$ 6,290	\$ 6,560	\$ 6,834	\$ 7,114	\$ 7,400	\$ 7,691	\$ 7,989	\$ 8,292	\$ 8,601	\$ 8,917	\$ 9,238	\$ 9,566	\$ 131,418
School Operating Tax	18.0000	9.0000	\$ 18,079	\$ 18,871	\$ 19,679	\$ 20,503	\$ 21,343	\$ 22,200	\$ 23,074	\$ 23,966	\$ 24,875	\$ 25,803	\$ 26,750	\$ 27,715	\$ 28,699	\$ 394,253
School Total	24.0000	15.0000	\$ 24,106	\$ 25,162	\$ 26,238	\$ 27,337	\$ 28,457	\$ 29,600	\$ 30,766	\$ 31,955	\$ 33,167	\$ 34,404	\$ 35,666	\$ 36,953	\$ 38,266	\$ 525,671

Local Capture	Millage Rate	IFT Rate												TOTAL		
101-Operating	4.6579	2.3290	\$ 4,678	\$ 4,883	\$ 5,092	\$ 5,306	\$ 5,523	\$ 5,745	\$ 5,971	\$ 6,202	\$ 6,437	\$ 6,677	\$ 6,922	\$ 7,172	\$ 7,427	\$ 102,022
205-Public Safety	1.1895	0.5948	\$ 1,195	\$ 1,247	\$ 1,300	\$ 1,355	\$ 1,410	\$ 1,467	\$ 1,525	\$ 1,584	\$ 1,644	\$ 1,705	\$ 1,768	\$ 1,831	\$ 1,897	\$ 26,054
206-Fire	0.7123	0.3562	\$ 715	\$ 747	\$ 779	\$ 811	\$ 845	\$ 879	\$ 913	\$ 948	\$ 984	\$ 1,021	\$ 1,059	\$ 1,097	\$ 1,136	\$ 15,601
207-Police	1.1873	0.5937	\$ 1,193	\$ 1,245	\$ 1,298	\$ 1,352	\$ 1,408	\$ 1,464	\$ 1,522	\$ 1,581	\$ 1,641	\$ 1,702	\$ 1,764	\$ 1,828	\$ 1,893	\$ 26,005
208-Parks Recr	1.4250	0.7125	\$ 1,431	\$ 1,494	\$ 1,558	\$ 1,623	\$ 1,690	\$ 1,757	\$ 1,827	\$ 1,897	\$ 1,969	\$ 2,043	\$ 2,118	\$ 2,194	\$ 2,272	\$ 31,212
211-Sidewalk Fnd	0.1899	0.0950	\$ 191	\$ 199	\$ 208	\$ 216	\$ 225	\$ 234	\$ 243	\$ 253	\$ 262	\$ 272	\$ 282	\$ 292	\$ 303	\$ 4,159
213-First Respon	1.4801	0.7401	\$ 1,487	\$ 1,552	\$ 1,618	\$ 1,686	\$ 1,755	\$ 1,825	\$ 1,897	\$ 1,971	\$ 2,045	\$ 2,122	\$ 2,200	\$ 2,279	\$ 2,360	\$ 32,419
228-Solid Waste	0.4000	0.2000	\$ 402	\$ 419	\$ 437	\$ 456	\$ 474	\$ 493	\$ 513	\$ 533	\$ 553	\$ 573	\$ 594	\$ 616	\$ 638	\$ 8,761
272-Lib/Park Mnt	0.3513	0.1757	\$ 353	\$ 368	\$ 384	\$ 400	\$ 417	\$ 433	\$ 450	\$ 468	\$ 485	\$ 504	\$ 522	\$ 541	\$ 560	\$ 7,695
401-Cap Improvmt	1.4893	0.7447	\$ 1,496	\$ 1,561	\$ 1,628	\$ 1,696	\$ 1,766	\$ 1,837	\$ 1,909	\$ 1,983	\$ 2,058	\$ 2,135	\$ 2,213	\$ 2,293	\$ 2,375	\$ 32,620
GRC	1.6793	0.8397	\$ 1,687	\$ 1,761	\$ 1,836	\$ 1,913	\$ 1,991	\$ 2,071	\$ 2,153	\$ 2,236	\$ 2,321	\$ 2,407	\$ 2,496	\$ 2,586	\$ 2,677	\$ 36,782
Interurban Trans	1.3817	0.6909	\$ 1,388	\$ 1,449	\$ 1,511	\$ 1,574	\$ 1,638	\$ 1,704	\$ 1,771	\$ 1,840	\$ 1,909	\$ 1,981	\$ 2,053	\$ 2,127	\$ 2,203	\$ 30,263
Kent Co Op	4.0605	2.0303	\$ 4,078	\$ 4,257	\$ 4,439	\$ 4,625	\$ 4,815	\$ 5,008	\$ 5,205	\$ 5,406	\$ 5,611	\$ 5,821	\$ 6,034	\$ 6,252	\$ 6,474	\$ 88,937
Kent ISD	5.3515	2.6758	\$ 5,375	\$ 5,610	\$ 5,851	\$ 6,096	\$ 6,345	\$ 6,600	\$ 6,860	\$ 7,125	\$ 7,396	\$ 7,671	\$ 7,953	\$ 8,240	\$ 8,532	\$ 117,214
County Jail	0.7487	0.3744	\$ 752	\$ 785	\$ 819	\$ 853	\$ 888	\$ 923	\$ 960	\$ 997	\$ 1,035	\$ 1,073	\$ 1,113	\$ 1,153	\$ 1,194	\$ 16,399
County Zoo/Mus	0.4173	0.2087	\$ 419	\$ 437	\$ 456	\$ 475	\$ 495	\$ 515	\$ 535	\$ 556	\$ 577	\$ 598	\$ 620	\$ 643	\$ 665	\$ 9,140
County Child Dev	0.2390	0.1195	\$ 240	\$ 251	\$ 261	\$ 272	\$ 283	\$ 295	\$ 306	\$ 318	\$ 330	\$ 343	\$ 355	\$ 368	\$ 381	\$ 5,235
Dist Library	1.1000	0.5500	\$ 1,105	\$ 1,153	\$ 1,203	\$ 1,253	\$ 1,304	\$ 1,357	\$ 1,410	\$ 1,465	\$ 1,520	\$ 1,577	\$ 1,635	\$ 1,694	\$ 1,754	\$ 24,093
County Vet	0.0496	0.0248	\$ 50	\$ 52	\$ 54	\$ 56	\$ 59	\$ 61	\$ 64	\$ 66	\$ 69	\$ 71	\$ 74	\$ 76	\$ 79	\$ 1,086
County Senior	0.4961	0.2481	\$ 498	\$ 520	\$ 542	\$ 565	\$ 588	\$ 612	\$ 636	\$ 661	\$ 686	\$ 711	\$ 737	\$ 764	\$ 791	\$ 10,866
Local Total	28.6063	14.3032	\$ 28,732	\$ 29,991	\$ 31,274	\$ 32,584	\$ 33,919	\$ 35,281	\$ 36,670	\$ 38,088	\$ 39,533	\$ 41,007	\$ 42,511	\$ 44,045	\$ 45,610	\$ 626,563

Non-Capturable Millages	Millage Rate	IFT Rate												TOTAL		
Wyoming Sch Debt	6.1095	3.0548	\$ 8,766	\$ 9,150	\$ 9,542	\$ 9,941	\$ 10,349	\$ 10,764	\$ 11,188	\$ 11,621	\$ 12,062	\$ 12,511	\$ 12,970	\$ 13,438	\$ 13,916	\$ 191,166
Total Non-Capturable Taxes	6.1095	3.0548	\$ 8,766	\$ 9,150	\$ 9,542	\$ 9,941	\$ 10,349	\$ 10,764	\$ 11,188	\$ 11,621	\$ 12,062	\$ 12,511	\$ 12,970	\$ 13,438	\$ 13,916	\$ 191,166

	58.7158	32.3579															
Total Tax Increment Revenue (TIR) Available for Capture	\$ 52,838	\$ 55,152	\$ 57,513	\$ 59,920	\$ 62,376	\$ 64,881	\$ 67,436	\$ 70,042	\$ 72,700	\$ 75,412	\$ 78,177	\$ 80,998	\$ 83,876	\$ 86,810	\$ 89,796	\$ 92,834	\$ 1,152,234
Total State and Local Passthrough	\$ 22,645	\$ 23,637	\$ 24,648	\$ 25,680	\$ 26,733	\$ 27,806	\$ 28,901	\$ 30,018	\$ 31,157	\$ 32,319	\$ 33,505	\$ 34,714	\$ 35,947	\$ 37,194	\$ 38,466	\$ 39,759	\$ 493,815

Footnotes:	
Passthrough Amount	30%



Tax Increment Financing Capture Estimates
 Industrial Development District
1957 Beverly, LLC
 1957 Beverly SW
 City of Wyoming, Michigan
 March 2026

Plan Year	IFT Period														
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
*Base Taxable Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated New TV	\$ -	\$ -	\$ 1,500,000	\$ 1,530,000	\$ 1,560,600	\$ 1,591,812	\$ 1,623,648	\$ 1,656,121	\$ 1,689,244	\$ 1,723,029	\$ 1,757,489	\$ 1,792,639	\$ 1,828,492	\$ 1,865,061	\$ 1,902,363
Incremental Difference (New TV - Base TV)	\$ -	\$ -	\$ 1,500,000	\$ 1,530,000	\$ 1,560,600	\$ 1,591,812	\$ 1,623,648	\$ 1,656,121	\$ 1,689,244	\$ 1,723,029	\$ 1,757,489	\$ 1,792,639	\$ 1,828,492	\$ 1,865,061	\$ 1,902,363

School Capture	Millage Rate	IFT Rate															
State Education Tax (SET)	6.0000	6.0000	\$ -	\$ -	\$ 6,300	\$ 6,426	\$ 6,555	\$ 6,686	\$ 6,819	\$ 6,956	\$ 7,095	\$ 7,237	\$ 7,381	\$ 7,529	\$ 7,680	\$ 7,833	\$ 7,990
School Operating Tax	18.0000	9.0000	\$ -	\$ -	\$ 9,450	\$ 9,639	\$ 9,832	\$ 10,028	\$ 10,229	\$ 10,434	\$ 10,642	\$ 10,855	\$ 11,072	\$ 11,294	\$ 11,519	\$ 11,750	\$ 23,970
School Total	24.0000	15.0000	\$ -	\$ -	\$ 15,750	\$ 16,065	\$ 16,386	\$ 16,714	\$ 17,048	\$ 17,389	\$ 17,737	\$ 18,092	\$ 18,454	\$ 18,823	\$ 19,199	\$ 19,583	\$ 31,960

Local Capture	Millage Rate	IFT Rate															
101-Operating	4.6579	2.3290	\$ -	\$ -	\$ 2,445	\$ 2,494	\$ 2,544	\$ 2,595	\$ 2,647	\$ 2,700	\$ 2,754	\$ 2,809	\$ 2,865	\$ 2,922	\$ 2,981	\$ 3,041	\$ 6,203
205-Public Safety	1.1895	0.5948	\$ -	\$ -	\$ 624	\$ 637	\$ 650	\$ 663	\$ 676	\$ 689	\$ 703	\$ 717	\$ 732	\$ 746	\$ 761	\$ 776	\$ 1,584
206-Fire	0.7123	0.3562	\$ -	\$ -	\$ 374	\$ 381	\$ 389	\$ 397	\$ 405	\$ 413	\$ 421	\$ 430	\$ 438	\$ 447	\$ 456	\$ 465	\$ 949
207-Police	1.1873	0.5937	\$ -	\$ -	\$ 623	\$ 636	\$ 649	\$ 661	\$ 675	\$ 688	\$ 702	\$ 716	\$ 730	\$ 745	\$ 760	\$ 775	\$ 1,581
208-Parks Recr	1.4250	0.7125	\$ -	\$ -	\$ 748	\$ 763	\$ 778	\$ 794	\$ 810	\$ 826	\$ 843	\$ 859	\$ 877	\$ 894	\$ 912	\$ 930	\$ 1,898
211-Sidewalk Fnd	0.1899	0.0950	\$ -	\$ -	\$ 100	\$ 102	\$ 104	\$ 106	\$ 108	\$ 110	\$ 112	\$ 115	\$ 117	\$ 119	\$ 122	\$ 124	\$ 253
213-First Respon	1.4801	0.7401	\$ -	\$ -	\$ 777	\$ 793	\$ 808	\$ 825	\$ 841	\$ 858	\$ 875	\$ 893	\$ 910	\$ 929	\$ 947	\$ 966	\$ 1,971
228-Solid Waste	0.4000	0.2000	\$ -	\$ -	\$ 210	\$ 214	\$ 218	\$ 223	\$ 227	\$ 232	\$ 236	\$ 241	\$ 246	\$ 251	\$ 256	\$ 261	\$ 533
272-Lib/Park Mnt	0.3513	0.1757	\$ -	\$ -	\$ 184	\$ 188	\$ 192	\$ 196	\$ 200	\$ 204	\$ 208	\$ 212	\$ 216	\$ 220	\$ 225	\$ 229	\$ 468
401-Cap Improvmt	1.4893	0.7447	\$ -	\$ -	\$ 782	\$ 798	\$ 813	\$ 830	\$ 846	\$ 863	\$ 881	\$ 898	\$ 916	\$ 934	\$ 953	\$ 972	\$ 1,983
GRCC	1.6793	0.8397	\$ -	\$ -	\$ 882	\$ 899	\$ 917	\$ 936	\$ 954	\$ 973	\$ 993	\$ 1,013	\$ 1,033	\$ 1,054	\$ 1,075	\$ 1,096	\$ 2,236
Interurban Trans	1.3817	0.6909	\$ -	\$ -	\$ 725	\$ 740	\$ 755	\$ 770	\$ 785	\$ 801	\$ 817	\$ 833	\$ 850	\$ 867	\$ 884	\$ 902	\$ 1,840
Kent Co Op	4.0605	2.0303	\$ -	\$ -	\$ 2,132	\$ 2,174	\$ 2,218	\$ 2,262	\$ 2,307	\$ 2,354	\$ 2,401	\$ 2,449	\$ 2,498	\$ 2,548	\$ 2,599	\$ 2,651	\$ 5,407
Kent ISD	5.3515	2.6758	\$ -	\$ -	\$ 2,810	\$ 2,866	\$ 2,923	\$ 2,982	\$ 3,041	\$ 3,102	\$ 3,164	\$ 3,227	\$ 3,292	\$ 3,358	\$ 3,425	\$ 3,493	\$ 7,126
County Jail	0.7487	0.3744	\$ -	\$ -	\$ 393	\$ 401	\$ 409	\$ 417	\$ 425	\$ 434	\$ 443	\$ 452	\$ 461	\$ 470	\$ 479	\$ 489	\$ 997
County Zoo/Mus	0.4173	0.2087	\$ -	\$ -	\$ 219	\$ 223	\$ 228	\$ 232	\$ 237	\$ 242	\$ 247	\$ 252	\$ 257	\$ 262	\$ 267	\$ 272	\$ 556
County Child Dev	0.2390	0.1195	\$ -	\$ -	\$ 125	\$ 128	\$ 131	\$ 133	\$ 136	\$ 139	\$ 141	\$ 144	\$ 147	\$ 150	\$ 153	\$ 156	\$ 318
Dist Library	1.1000	0.5500	\$ -	\$ -	\$ 578	\$ 589	\$ 601	\$ 613	\$ 625	\$ 638	\$ 650	\$ 663	\$ 677	\$ 690	\$ 704	\$ 718	\$ 1,465
County Vet	0.0496	0.0248	\$ -	\$ -	\$ 26	\$ 27	\$ 27	\$ 28	\$ 28	\$ 29	\$ 29	\$ 30	\$ 31	\$ 31	\$ 32	\$ 32	\$ 66
County Senior	0.4961	0.2481	\$ -	\$ -	\$ 260	\$ 266	\$ 271	\$ 276	\$ 282	\$ 288	\$ 293	\$ 299	\$ 305	\$ 311	\$ 317	\$ 324	\$ 661
Local Total	28.6063	14.3032	\$ -	\$ -	\$ 15,018	\$ 15,319	\$ 15,625	\$ 15,938	\$ 16,256	\$ 16,581	\$ 16,913	\$ 17,251	\$ 17,596	\$ 17,948	\$ 18,307	\$ 18,673	\$ 38,094

Non-Capturable Millages	Millage Rate	IFT Rate															
Wyoming Sch Debt	6.1095	3.0548	\$ -	\$ -	\$ 4,582	\$ 4,674	\$ 4,767	\$ 4,863	\$ 4,960	\$ 5,059	\$ 5,160	\$ 5,263	\$ 5,369	\$ 5,476	\$ 5,586	\$ 5,697	\$ 11,622
Total Non-Capturable Taxes	6.1095	3.0548	\$ -	\$ -	\$ 4,582	\$ 4,674	\$ 4,767	\$ 4,863	\$ 4,960	\$ 5,059	\$ 5,160	\$ 5,263	\$ 5,369	\$ 5,476	\$ 5,586	\$ 5,697	\$ 11,622
	58.7158	32.3579															

Total Tax Increment Revenue (TIR) Available for Capture	\$ -	\$ -	\$ 30,768	\$ 31,384	\$ 32,011	\$ 32,652	\$ 33,305	\$ 33,971	\$ 34,650	\$ 35,343	\$ 36,050	\$ 36,771	\$ 37,506	\$ 38,257	\$ 70,053
Total State and Local Passthrough	\$ -	\$ -	\$ 13,186	\$ 13,450	\$ 13,719	\$ 13,994	\$ 14,273	\$ 14,559	\$ 14,850	\$ 15,147	\$ 15,450	\$ 15,759	\$ 16,074	\$ 16,396	\$ 30,023

Footnotes:	
Passthrough Amount	30%



Tax Increment Financing Capture Estimates
 Industrial Development District
1957 Beverly, LLC
 1957 Beverly SW
 City of Wyoming, Michigan
 March 2026

15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,940,410	\$ 1,979,218	\$ 2,018,803	\$ 2,059,179	\$ 2,100,362	\$ 2,142,369	\$ 2,185,217	\$ 2,228,921	\$ 2,273,500	\$ 2,318,970	\$ 2,365,349	\$ 2,412,656	\$ 2,460,909	\$ 2,510,127	\$ 2,560,330	\$ 2,611,536	\$ 2,663,767	\$ -
\$ 1,940,410	\$ 1,979,218	\$ 2,018,803	\$ 2,059,179	\$ 2,100,362	\$ 2,142,369	\$ 2,185,217	\$ 2,228,921	\$ 2,273,500	\$ 2,318,970	\$ 2,365,349	\$ 2,412,656	\$ 2,460,909	\$ 2,510,127	\$ 2,560,330	\$ 2,611,536	\$ 2,663,767	\$ -
\$ 8,150	\$ 8,313	\$ 8,479	\$ 8,649	\$ 8,822	\$ 8,998	\$ 9,178	\$ 9,361	\$ 9,549	\$ 9,740	\$ 9,934	\$ 10,133	\$ 10,336	\$ 10,543	\$ 10,753	\$ 10,968	\$ 11,188	\$ 255,579
\$ 24,449	\$ 24,938	\$ 25,437	\$ 25,946	\$ 26,465	\$ 26,994	\$ 27,534	\$ 28,084	\$ 28,646	\$ 29,219	\$ 29,803	\$ 30,399	\$ 31,007	\$ 31,628	\$ 32,260	\$ 32,905	\$ 33,563	\$ 639,992
\$ 32,599	\$ 33,251	\$ 33,916	\$ 34,594	\$ 35,286	\$ 35,992	\$ 36,712	\$ 37,446	\$ 38,195	\$ 38,959	\$ 39,738	\$ 40,533	\$ 41,343	\$ 42,170	\$ 43,014	\$ 43,874	\$ 44,751	\$ 895,571
\$ 6,327	\$ 6,453	\$ 6,582	\$ 6,714	\$ 6,848	\$ 6,985	\$ 7,125	\$ 7,267	\$ 7,413	\$ 7,561	\$ 7,712	\$ 7,867	\$ 8,024	\$ 8,184	\$ 8,348	\$ 8,515	\$ 8,685	\$ 165,612
\$ 1,616	\$ 1,648	\$ 1,681	\$ 1,715	\$ 1,749	\$ 1,784	\$ 1,820	\$ 1,856	\$ 1,893	\$ 1,931	\$ 1,970	\$ 2,009	\$ 2,049	\$ 2,090	\$ 2,132	\$ 2,174	\$ 2,218	\$ 42,293
\$ 968	\$ 987	\$ 1,007	\$ 1,027	\$ 1,047	\$ 1,068	\$ 1,090	\$ 1,111	\$ 1,134	\$ 1,156	\$ 1,179	\$ 1,203	\$ 1,227	\$ 1,252	\$ 1,277	\$ 1,302	\$ 1,328	\$ 25,326
\$ 1,613	\$ 1,645	\$ 1,678	\$ 1,711	\$ 1,746	\$ 1,781	\$ 1,816	\$ 1,852	\$ 1,890	\$ 1,927	\$ 1,966	\$ 2,005	\$ 2,045	\$ 2,086	\$ 2,128	\$ 2,170	\$ 2,214	\$ 42,215
\$ 1,936	\$ 1,974	\$ 2,014	\$ 2,054	\$ 2,095	\$ 2,137	\$ 2,180	\$ 2,223	\$ 2,268	\$ 2,313	\$ 2,359	\$ 2,407	\$ 2,455	\$ 2,504	\$ 2,554	\$ 2,605	\$ 2,657	\$ 50,666
\$ 258	\$ 263	\$ 268	\$ 274	\$ 279	\$ 285	\$ 290	\$ 296	\$ 302	\$ 308	\$ 314	\$ 321	\$ 327	\$ 334	\$ 340	\$ 347	\$ 354	\$ 6,752
\$ 2,010	\$ 2,051	\$ 2,092	\$ 2,133	\$ 2,176	\$ 2,220	\$ 2,264	\$ 2,309	\$ 2,356	\$ 2,403	\$ 2,451	\$ 2,500	\$ 2,550	\$ 2,601	\$ 2,653	\$ 2,706	\$ 2,760	\$ 52,625
\$ 543	\$ 554	\$ 565	\$ 577	\$ 588	\$ 600	\$ 612	\$ 624	\$ 637	\$ 649	\$ 662	\$ 676	\$ 689	\$ 703	\$ 717	\$ 731	\$ 746	\$ 14,222
\$ 477	\$ 487	\$ 496	\$ 506	\$ 517	\$ 527	\$ 537	\$ 548	\$ 559	\$ 570	\$ 582	\$ 593	\$ 605	\$ 617	\$ 630	\$ 642	\$ 655	\$ 12,491
\$ 2,023	\$ 2,063	\$ 2,105	\$ 2,147	\$ 2,190	\$ 2,233	\$ 2,278	\$ 2,324	\$ 2,370	\$ 2,418	\$ 2,466	\$ 2,515	\$ 2,566	\$ 2,617	\$ 2,669	\$ 2,723	\$ 2,777	\$ 52,952
\$ 2,281	\$ 2,327	\$ 2,373	\$ 2,421	\$ 2,469	\$ 2,518	\$ 2,569	\$ 2,620	\$ 2,673	\$ 2,726	\$ 2,780	\$ 2,836	\$ 2,893	\$ 2,951	\$ 3,010	\$ 3,070	\$ 3,131	\$ 59,708
\$ 1,877	\$ 1,914	\$ 1,953	\$ 1,992	\$ 2,031	\$ 2,072	\$ 2,114	\$ 2,156	\$ 2,199	\$ 2,243	\$ 2,288	\$ 2,333	\$ 2,380	\$ 2,428	\$ 2,476	\$ 2,526	\$ 2,576	\$ 49,127
\$ 5,515	\$ 5,626	\$ 5,738	\$ 5,853	\$ 5,970	\$ 6,089	\$ 6,211	\$ 6,335	\$ 6,462	\$ 6,591	\$ 6,723	\$ 6,858	\$ 6,995	\$ 7,135	\$ 7,277	\$ 7,423	\$ 7,571	\$ 144,372
\$ 7,269	\$ 7,414	\$ 7,563	\$ 7,714	\$ 7,868	\$ 8,025	\$ 8,186	\$ 8,350	\$ 8,517	\$ 8,687	\$ 8,861	\$ 9,038	\$ 9,219	\$ 9,403	\$ 9,591	\$ 9,783	\$ 9,979	\$ 190,273
\$ 1,017	\$ 1,037	\$ 1,058	\$ 1,079	\$ 1,101	\$ 1,123	\$ 1,145	\$ 1,168	\$ 1,192	\$ 1,215	\$ 1,240	\$ 1,264	\$ 1,290	\$ 1,316	\$ 1,342	\$ 1,369	\$ 1,396	\$ 26,620
\$ 567	\$ 578	\$ 590	\$ 602	\$ 614	\$ 626	\$ 638	\$ 651	\$ 664	\$ 677	\$ 691	\$ 705	\$ 719	\$ 733	\$ 748	\$ 763	\$ 778	\$ 14,837
\$ 325	\$ 331	\$ 338	\$ 345	\$ 351	\$ 358	\$ 366	\$ 373	\$ 380	\$ 388	\$ 396	\$ 404	\$ 412	\$ 420	\$ 428	\$ 437	\$ 446	\$ 8,498
\$ 1,494	\$ 1,524	\$ 1,554	\$ 1,586	\$ 1,617	\$ 1,650	\$ 1,683	\$ 1,716	\$ 1,751	\$ 1,786	\$ 1,821	\$ 1,858	\$ 1,895	\$ 1,933	\$ 1,971	\$ 2,011	\$ 2,051	\$ 39,111
\$ 67	\$ 69	\$ 70	\$ 71	\$ 73	\$ 74	\$ 76	\$ 77	\$ 79	\$ 81	\$ 82	\$ 84	\$ 85	\$ 87	\$ 89	\$ 91	\$ 92	\$ 1,764
\$ 674	\$ 687	\$ 701	\$ 715	\$ 729	\$ 744	\$ 759	\$ 774	\$ 790	\$ 805	\$ 821	\$ 838	\$ 855	\$ 872	\$ 889	\$ 907	\$ 925	\$ 17,639
\$ 38,856	\$ 39,633	\$ 40,425	\$ 41,234	\$ 42,059	\$ 42,900	\$ 43,758	\$ 44,633	\$ 45,525	\$ 46,436	\$ 47,365	\$ 48,312	\$ 49,278	\$ 50,264	\$ 51,269	\$ 52,294	\$ 53,340	\$ 1,017,101
\$ 11,855	\$ 12,092	\$ 12,334	\$ 12,581	\$ 12,832	\$ 13,089	\$ 13,351	\$ 13,618	\$ 13,890	\$ 14,168	\$ 14,451	\$ 14,740	\$ 15,035	\$ 15,336	\$ 15,642	\$ 15,955	\$ 16,274	\$ 310,320
\$ 11,855	\$ 12,092	\$ 12,334	\$ 12,581	\$ 12,832	\$ 13,089	\$ 13,351	\$ 13,618	\$ 13,890	\$ 14,168	\$ 14,451	\$ 14,740	\$ 15,035	\$ 15,336	\$ 15,642	\$ 15,955	\$ 16,274	\$ 310,320
\$ 71,454	\$ 72,884	\$ 74,341	\$ 75,828	\$ 77,345	\$ 78,891	\$ 80,469	\$ 82,079	\$ 83,720	\$ 85,395	\$ 87,103	\$ 88,845	\$ 90,622	\$ 92,434	\$ 94,283	\$ 96,168	\$ 98,092	\$ 1,912,672
\$ 30,623	\$ 31,236	\$ 31,861	\$ 32,498	\$ 33,148	\$ 33,811	\$ 34,487	\$ 35,177	\$ 35,880	\$ 36,598	\$ 37,330	\$ 38,076	\$ 38,838	\$ 39,615	\$ 40,407	\$ 41,215	\$ 42,039	\$ 819,717



Tax Increment Financing Capture Estimates
 Summary Capture
1957 Beverly, LLC
 1957 Beverly SW
 City of Wyoming, Michigan
 March 2026

Plan Year	IFT Period													
	0	1	2	3	4	5	6	7	8	9	10	11	12	13
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
*Base Taxable Value	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275
Estimated New TV	\$ 1,707,275	\$ 2,200,000	\$ 3,744,000	\$ 3,818,880	\$ 3,895,258	\$ 3,973,163	\$ 4,052,626	\$ 4,133,679	\$ 4,216,352	\$ 4,300,679	\$ 4,386,693	\$ 4,474,427	\$ 4,563,915	\$ 4,655,193
Incremental Difference (New TV - Base TV)	\$ -	\$ 492,725	\$ 2,036,725	\$ 2,111,605	\$ 2,187,983	\$ 2,265,888	\$ 2,345,351	\$ 2,426,404	\$ 2,509,077	\$ 2,593,404	\$ 2,679,418	\$ 2,767,152	\$ 2,856,640	\$ 2,947,918

School Capture	Millage Rate	IFT Rate														
State Education Tax (SET)	6.0000	6.0000	\$ -	\$ -	\$ 6,300	\$ 6,426	\$ 6,555	\$ 6,686	\$ 6,819	\$ 6,956	\$ 7,095	\$ 7,237	\$ 7,381	\$ 7,529	\$ 7,680	\$ 12,381
School Operating Tax	18.0000	9.0000	\$ -	\$ -	\$ 9,450	\$ 9,639	\$ 9,832	\$ 10,028	\$ 10,229	\$ 10,434	\$ 10,642	\$ 10,855	\$ 11,072	\$ 11,294	\$ 11,519	\$ 25,394
School Total	24.0000	15.0000	\$ -	\$ -	\$ 15,750	\$ 16,065	\$ 16,386	\$ 16,714	\$ 17,048	\$ 17,389	\$ 17,737	\$ 18,092	\$ 18,454	\$ 18,823	\$ 19,199	\$ 37,775

Local Capture	Millage Rate	IFT Rate														
101-Operating	4.6579	2.3290	\$ -	\$ -	\$ 2,445	\$ 2,494	\$ 2,544	\$ 2,595	\$ 2,647	\$ 2,700	\$ 2,754	\$ 2,809	\$ 2,865	\$ 2,922	\$ 2,981	\$ 6,571
205-Public Safety	1.1895	0.5948	\$ -	\$ -	\$ 624	\$ 637	\$ 650	\$ 663	\$ 676	\$ 689	\$ 703	\$ 717	\$ 732	\$ 746	\$ 761	\$ 1,678
206-Fire	0.7123	0.3562	\$ -	\$ -	\$ 374	\$ 381	\$ 389	\$ 397	\$ 405	\$ 413	\$ 421	\$ 430	\$ 438	\$ 447	\$ 456	\$ 1,005
207-Police	1.1873	0.5937	\$ -	\$ -	\$ 623	\$ 636	\$ 649	\$ 661	\$ 675	\$ 688	\$ 702	\$ 716	\$ 730	\$ 745	\$ 760	\$ 1,675
208-Parks Recr	1.4250	0.7125	\$ -	\$ -	\$ 748	\$ 763	\$ 778	\$ 794	\$ 810	\$ 826	\$ 843	\$ 859	\$ 877	\$ 894	\$ 912	\$ 2,010
211-Sidewalk Fnd	0.1899	0.0950	\$ -	\$ -	\$ 100	\$ 102	\$ 104	\$ 106	\$ 108	\$ 110	\$ 112	\$ 115	\$ 117	\$ 119	\$ 122	\$ 268
213-First Respon	1.4801	0.7401	\$ -	\$ -	\$ 777	\$ 793	\$ 808	\$ 825	\$ 841	\$ 858	\$ 875	\$ 893	\$ 910	\$ 929	\$ 947	\$ 2,088
228-Solid Waste	0.4000	0.2000	\$ -	\$ -	\$ 210	\$ 214	\$ 218	\$ 223	\$ 227	\$ 232	\$ 236	\$ 241	\$ 246	\$ 251	\$ 256	\$ 564
272-Lib/Park Mnt	0.3513	0.1757	\$ -	\$ -	\$ 184	\$ 188	\$ 192	\$ 196	\$ 200	\$ 204	\$ 208	\$ 212	\$ 216	\$ 220	\$ 225	\$ 496
401-Cap Improvmt	1.4893	0.7447	\$ -	\$ -	\$ 782	\$ 798	\$ 813	\$ 830	\$ 846	\$ 863	\$ 881	\$ 898	\$ 916	\$ 934	\$ 953	\$ 2,101
GRCC	1.6793	0.8397	\$ -	\$ -	\$ 882	\$ 899	\$ 917	\$ 936	\$ 954	\$ 973	\$ 993	\$ 1,013	\$ 1,033	\$ 1,054	\$ 1,075	\$ 2,369
Interurban Trans	1.3817	0.6909	\$ -	\$ -	\$ 725	\$ 740	\$ 755	\$ 770	\$ 785	\$ 801	\$ 817	\$ 833	\$ 850	\$ 867	\$ 884	\$ 1,949
Kent Co Op	4.0605	2.0303	\$ -	\$ -	\$ 2,132	\$ 2,174	\$ 2,218	\$ 2,262	\$ 2,307	\$ 2,354	\$ 2,401	\$ 2,449	\$ 2,498	\$ 2,548	\$ 2,599	\$ 5,728
Kent ISD	5.3515	2.6758	\$ -	\$ -	\$ 2,810	\$ 2,866	\$ 2,923	\$ 2,982	\$ 3,041	\$ 3,102	\$ 3,164	\$ 3,227	\$ 3,292	\$ 3,358	\$ 3,425	\$ 7,550
County Jail	0.7487	0.3744	\$ -	\$ -	\$ 393	\$ 401	\$ 409	\$ 417	\$ 425	\$ 434	\$ 443	\$ 452	\$ 461	\$ 470	\$ 479	\$ 1,056
County Zoo/Mus	0.4173	0.2087	\$ -	\$ -	\$ 219	\$ 223	\$ 228	\$ 232	\$ 237	\$ 242	\$ 247	\$ 252	\$ 257	\$ 262	\$ 267	\$ 589
County Child Dev	0.2390	0.1195	\$ -	\$ -	\$ 125	\$ 128	\$ 131	\$ 133	\$ 136	\$ 139	\$ 141	\$ 144	\$ 147	\$ 150	\$ 153	\$ 337
Dist Library	1.1000	0.5500	\$ -	\$ -	\$ 578	\$ 589	\$ 601	\$ 613	\$ 625	\$ 638	\$ 650	\$ 663	\$ 677	\$ 690	\$ 704	\$ 1,552
County Vet	0.0496	0.0248	\$ -	\$ -	\$ 26	\$ 27	\$ 27	\$ 28	\$ 28	\$ 29	\$ 29	\$ 30	\$ 31	\$ 31	\$ 32	\$ 70
County Senior	0.4961	0.2481	\$ -	\$ -	\$ 260	\$ 266	\$ 271	\$ 276	\$ 282	\$ 288	\$ 293	\$ 299	\$ 305	\$ 311	\$ 317	\$ 700
Local Total	28.6063	14.3032	\$ -	\$ -	\$ 15,018	\$ 15,319	\$ 15,625	\$ 15,938	\$ 16,256	\$ 16,581	\$ 16,913	\$ 17,251	\$ 17,596	\$ 17,948	\$ 18,307	\$ 40,357

Non-Capturable Millages	Millage Rate	IFT Rate														
Wyoming Sch Debt	6.1095	3.0548	\$ -	\$ -	\$ 4,582	\$ 4,674	\$ 4,767	\$ 4,863	\$ 4,960	\$ 5,059	\$ 5,160	\$ 5,263	\$ 5,369	\$ 5,476	\$ 5,586	\$ 12,313
Total Non-Capturable Taxes	6.1095	3.0548	\$ -	\$ -	\$ 4,582	\$ 4,674	\$ 4,767	\$ 4,863	\$ 4,960	\$ 5,059	\$ 5,160	\$ 5,263	\$ 5,369	\$ 5,476	\$ 5,586	\$ 12,313
	58.7158	32.3579														

Total Tax Increment Revenue (TIR) Available for Capture	\$ -	\$ -	\$ 30,768	\$ 31,384	\$ 32,011	\$ 32,652	\$ 33,305	\$ 33,971	\$ 34,650	\$ 35,343	\$ 36,050	\$ 36,771	\$ 37,506	\$ 38,259	\$ 39,027	\$ 81,485
Total State and Local Passthrough	\$ -	\$ -	\$ 13,186	\$ 13,450	\$ 13,719	\$ 13,994	\$ 14,273	\$ 14,559	\$ 14,850	\$ 15,147	\$ 15,450	\$ 15,759	\$ 16,074	\$ 16,395	\$ 16,721	\$ 33,485

Footnotes:
 Summary of Existing and New Taxable Value



Tax Increment Financing Capture Estimates
 Summary Capture
1957 Beverly, LLC
 1957 Beverly SW
 City of Wyoming, Michigan
 March 2026

14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	
\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ 1,707,275	\$ -
\$ 4,748,297	\$ 4,843,263	\$ 4,940,128	\$ 5,038,931	\$ 5,139,710	\$ 5,242,504	\$ 5,347,354	\$ 5,454,301	\$ 5,563,387	\$ 5,674,655	\$ 5,788,148	\$ 5,903,911	\$ 6,021,989	\$ 6,142,429	\$ 6,265,277	\$ 6,390,583	\$ 6,518,395	\$ 6,648,763	\$ -
\$ 3,041,022	\$ 3,135,988	\$ 3,232,853	\$ 3,331,656	\$ 3,432,435	\$ 3,535,229	\$ 3,640,079	\$ 3,747,026	\$ 3,856,112	\$ 3,967,380	\$ 4,080,873	\$ 4,196,636	\$ 4,314,714	\$ 4,435,154	\$ 4,558,002	\$ 4,683,308	\$ 4,811,120	\$ 4,941,488	\$ -
\$ 12,772	\$ 13,171	\$ 13,578	\$ 13,993	\$ 14,416	\$ 14,848	\$ 15,288	\$ 15,738	\$ 16,196	\$ 16,663	\$ 17,140	\$ 17,626	\$ 18,122	\$ 18,628	\$ 19,144	\$ 19,670	\$ 20,207	\$ 20,754	\$ 386,997
\$ 38,317	\$ 39,513	\$ 40,734	\$ 41,979	\$ 43,249	\$ 44,544	\$ 45,865	\$ 47,213	\$ 48,587	\$ 49,989	\$ 51,419	\$ 52,878	\$ 54,365	\$ 55,883	\$ 57,431	\$ 59,010	\$ 60,620	\$ 62,263	\$ 1,034,246
\$ 51,089	\$ 52,685	\$ 54,312	\$ 55,972	\$ 57,665	\$ 59,392	\$ 61,153	\$ 62,950	\$ 64,783	\$ 66,652	\$ 68,559	\$ 70,503	\$ 72,487	\$ 74,511	\$ 76,574	\$ 78,680	\$ 80,827	\$ 83,017	\$ 1,421,242
\$ 9,915	\$ 10,225	\$ 10,541	\$ 10,863	\$ 11,192	\$ 11,527	\$ 11,869	\$ 12,217	\$ 12,573	\$ 12,936	\$ 13,306	\$ 13,683	\$ 14,068	\$ 14,461	\$ 14,862	\$ 15,270	\$ 15,687	\$ 16,112	\$ 267,634
\$ 2,532	\$ 2,611	\$ 2,692	\$ 2,774	\$ 2,858	\$ 2,944	\$ 3,031	\$ 3,120	\$ 3,211	\$ 3,303	\$ 3,398	\$ 3,494	\$ 3,593	\$ 3,693	\$ 3,795	\$ 3,900	\$ 4,006	\$ 4,115	\$ 68,346
\$ 1,516	\$ 1,564	\$ 1,612	\$ 1,661	\$ 1,711	\$ 1,763	\$ 1,815	\$ 1,868	\$ 1,923	\$ 1,978	\$ 2,035	\$ 2,092	\$ 2,151	\$ 2,211	\$ 2,273	\$ 2,335	\$ 2,399	\$ 2,464	\$ 40,927
\$ 2,527	\$ 2,606	\$ 2,687	\$ 2,769	\$ 2,853	\$ 2,938	\$ 3,025	\$ 3,114	\$ 3,205	\$ 3,297	\$ 3,392	\$ 3,488	\$ 3,586	\$ 3,686	\$ 3,788	\$ 3,892	\$ 3,999	\$ 4,107	\$ 68,220
\$ 3,033	\$ 3,128	\$ 3,225	\$ 3,323	\$ 3,424	\$ 3,526	\$ 3,631	\$ 3,738	\$ 3,846	\$ 3,957	\$ 4,071	\$ 4,186	\$ 4,304	\$ 4,424	\$ 4,547	\$ 4,672	\$ 4,799	\$ 4,929	\$ 81,878
\$ 404	\$ 417	\$ 430	\$ 443	\$ 456	\$ 470	\$ 484	\$ 498	\$ 513	\$ 527	\$ 542	\$ 558	\$ 574	\$ 590	\$ 606	\$ 623	\$ 640	\$ 657	\$ 10,911
\$ 3,151	\$ 3,249	\$ 3,349	\$ 3,452	\$ 3,556	\$ 3,663	\$ 3,771	\$ 3,882	\$ 3,995	\$ 4,110	\$ 4,228	\$ 4,348	\$ 4,470	\$ 4,595	\$ 4,722	\$ 4,852	\$ 4,985	\$ 5,120	\$ 85,044
\$ 851	\$ 878	\$ 905	\$ 933	\$ 961	\$ 990	\$ 1,019	\$ 1,049	\$ 1,080	\$ 1,111	\$ 1,143	\$ 1,175	\$ 1,208	\$ 1,242	\$ 1,276	\$ 1,311	\$ 1,347	\$ 1,384	\$ 22,983
\$ 748	\$ 771	\$ 795	\$ 819	\$ 844	\$ 869	\$ 895	\$ 921	\$ 948	\$ 976	\$ 1,004	\$ 1,032	\$ 1,061	\$ 1,091	\$ 1,121	\$ 1,152	\$ 1,183	\$ 1,215	\$ 20,185
\$ 3,170	\$ 3,269	\$ 3,370	\$ 3,473	\$ 3,578	\$ 3,686	\$ 3,795	\$ 3,906	\$ 4,020	\$ 4,136	\$ 4,254	\$ 4,375	\$ 4,498	\$ 4,624	\$ 4,752	\$ 4,882	\$ 5,016	\$ 5,152	\$ 85,572
\$ 3,575	\$ 3,686	\$ 3,800	\$ 3,916	\$ 4,035	\$ 4,156	\$ 4,279	\$ 4,405	\$ 4,533	\$ 4,664	\$ 4,797	\$ 4,933	\$ 5,072	\$ 5,214	\$ 5,358	\$ 5,505	\$ 5,656	\$ 5,809	\$ 96,489
\$ 2,941	\$ 3,033	\$ 3,127	\$ 3,222	\$ 3,320	\$ 3,419	\$ 3,521	\$ 3,624	\$ 3,730	\$ 3,837	\$ 3,947	\$ 4,059	\$ 4,173	\$ 4,290	\$ 4,408	\$ 4,530	\$ 4,653	\$ 4,779	\$ 79,390
\$ 8,644	\$ 8,914	\$ 9,189	\$ 9,470	\$ 9,756	\$ 10,048	\$ 10,346	\$ 10,650	\$ 10,960	\$ 11,277	\$ 11,599	\$ 11,928	\$ 12,264	\$ 12,606	\$ 12,955	\$ 13,312	\$ 13,675	\$ 14,045	\$ 233,309
\$ 11,392	\$ 11,748	\$ 12,110	\$ 12,481	\$ 12,858	\$ 13,243	\$ 13,636	\$ 14,037	\$ 14,445	\$ 14,862	\$ 15,287	\$ 15,721	\$ 16,163	\$ 16,614	\$ 17,075	\$ 17,544	\$ 18,023	\$ 18,511	\$ 307,487
\$ 1,594	\$ 1,644	\$ 1,694	\$ 1,746	\$ 1,799	\$ 1,853	\$ 1,908	\$ 1,964	\$ 2,021	\$ 2,079	\$ 2,139	\$ 2,199	\$ 2,261	\$ 2,324	\$ 2,389	\$ 2,454	\$ 2,521	\$ 2,590	\$ 43,019
\$ 888	\$ 916	\$ 944	\$ 973	\$ 1,003	\$ 1,033	\$ 1,063	\$ 1,095	\$ 1,126	\$ 1,159	\$ 1,192	\$ 1,226	\$ 1,260	\$ 1,296	\$ 1,331	\$ 1,368	\$ 1,405	\$ 1,443	\$ 23,977
\$ 509	\$ 525	\$ 541	\$ 557	\$ 574	\$ 591	\$ 609	\$ 627	\$ 645	\$ 664	\$ 683	\$ 702	\$ 722	\$ 742	\$ 763	\$ 784	\$ 805	\$ 827	\$ 13,732
\$ 2,342	\$ 2,415	\$ 2,489	\$ 2,565	\$ 2,643	\$ 2,722	\$ 2,803	\$ 2,885	\$ 2,969	\$ 3,055	\$ 3,142	\$ 3,231	\$ 3,322	\$ 3,415	\$ 3,510	\$ 3,606	\$ 3,705	\$ 3,805	\$ 63,204
\$ 106	\$ 109	\$ 112	\$ 116	\$ 119	\$ 123	\$ 126	\$ 130	\$ 134	\$ 138	\$ 142	\$ 146	\$ 150	\$ 154	\$ 158	\$ 163	\$ 167	\$ 172	\$ 2,850
\$ 1,056	\$ 1,089	\$ 1,123	\$ 1,157	\$ 1,192	\$ 1,228	\$ 1,264	\$ 1,301	\$ 1,339	\$ 1,378	\$ 1,417	\$ 1,457	\$ 1,498	\$ 1,540	\$ 1,583	\$ 1,626	\$ 1,671	\$ 1,716	\$ 28,505
\$ 60,895	\$ 62,796	\$ 64,736	\$ 66,714	\$ 68,732	\$ 70,791	\$ 72,890	\$ 75,032	\$ 77,216	\$ 79,444	\$ 81,717	\$ 84,035	\$ 86,400	\$ 88,811	\$ 91,271	\$ 93,780	\$ 96,340	\$ 98,950	\$ 1,643,664
\$ 18,579	\$ 19,159	\$ 19,751	\$ 20,355	\$ 20,970	\$ 21,598	\$ 22,239	\$ 22,892	\$ 23,559	\$ 24,239	\$ 24,932	\$ 25,639	\$ 26,361	\$ 27,097	\$ 27,847	\$ 28,613	\$ 29,394	\$ 30,190	\$ 501,486
\$ 18,579	\$ 19,159	\$ 19,751	\$ 20,355	\$ 20,970	\$ 21,598	\$ 22,239	\$ 22,892	\$ 23,559	\$ 24,239	\$ 24,932	\$ 25,639	\$ 26,361	\$ 27,097	\$ 27,847	\$ 28,613	\$ 29,394	\$ 30,190	\$ 501,486
\$ 111,984	\$ 115,481	\$ 119,048	\$ 122,686	\$ 126,397	\$ 130,183	\$ 134,044	\$ 137,982	\$ 141,999	\$ 146,096	\$ 150,276	\$ 154,539	\$ 158,887	\$ 163,322	\$ 167,846	\$ 172,460	\$ 177,167	\$ 181,967	\$ 3,064,906
\$ 47,993	\$ 49,492	\$ 51,021	\$ 52,580	\$ 54,170	\$ 55,793	\$ 57,447	\$ 59,135	\$ 60,857	\$ 62,613	\$ 64,404	\$ 66,231	\$ 68,094	\$ 69,995	\$ 71,934	\$ 73,911	\$ 75,929	\$ 77,986	\$ 1,313,531

Table 3

Reimbursement Schedule



Tax Incremental Revenue Reimbursement Allocation Table
1957 Beverly, LLC
 1957 Beverly SW
 City of Wyoming, Michigan
 March 2026

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	42.8%	\$ 1,227,744	\$ -	\$ 1,227,744
Local	57.2%	\$ 1,643,664	\$ -	\$ 1,643,664
TOTAL		\$ 2,871,408		\$ 2,871,408
MSF	60.1%	\$ 1,782,310	\$ -	\$ 1,782,310
EGLE	39.9%	\$ 1,184,545	\$ -	\$ 1,184,545

Estimated Total
Years of Plan: **29**

Estimated Capture	\$ 3,064,906
Administrative Fees	\$ -
State Brownfield Redevelopment Fund	\$ 193,498
Local Brownfield Revolving Fund	\$ -

	Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Total State Incremental Revenue		\$ -	\$ -	\$ 15,750	\$ 16,065	\$ 16,386	\$ 16,714	\$ 17,048	\$ 17,389	\$ 17,737	\$ 18,092	\$ 18,454	\$ 18,823	\$ 19,199	\$ 37,775	\$ 51,089	\$ 52,685	\$ 54,312
State Brownfield Redevelopment Fund (50% of SET)		\$ -	\$ -	\$ (3,150)	\$ (3,213)	\$ (3,277)	\$ (3,343)	\$ (3,410)	\$ (3,478)	\$ (3,547)	\$ (3,618)	\$ (3,691)	\$ (3,765)	\$ (3,840)	\$ (6,191)	\$ (6,386)	\$ (6,586)	\$ (6,789)
State TIR Available for Reimbursement		\$ -	\$ -	\$ 12,600	\$ 12,852	\$ 13,109	\$ 13,371	\$ 13,639	\$ 13,911	\$ 14,190	\$ 14,473	\$ 14,763	\$ 15,058	\$ 15,359	\$ 31,585	\$ 44,703	\$ 46,099	\$ 47,523
Total Local Incremental Revenue		\$ -	\$ -	\$ 15,018	\$ 15,319	\$ 15,625	\$ 15,938	\$ 16,256	\$ 16,581	\$ 16,913	\$ 17,251	\$ 17,596	\$ 17,948	\$ 18,307	\$ 40,357	\$ 60,895	\$ 62,796	\$ 64,736
BRA Administrative Fee	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local TIR Available for Reimbursement		\$ -	\$ -	\$ 15,018	\$ 15,319	\$ 15,625	\$ 15,938	\$ 16,256	\$ 16,581	\$ 16,913	\$ 17,251	\$ 17,596	\$ 17,948	\$ 18,307	\$ 40,357	\$ 60,895	\$ 62,796	\$ 64,736
Passthrough to Taxing Jurisdictions		\$ -	\$ -	\$ 13,186	\$ 13,450	\$ 13,719	\$ 13,994	\$ 14,273	\$ 14,559	\$ 14,850	\$ 15,147	\$ 15,450	\$ 15,759	\$ 16,074	\$ 33,485	\$ 47,993	\$ 49,492	\$ 51,021
Total State & Local TIR Available		\$ -	\$ -	\$ 27,618	\$ 28,171	\$ 28,734	\$ 29,309	\$ 29,895	\$ 30,493	\$ 31,103	\$ 31,725	\$ 32,359	\$ 33,006	\$ 33,667	\$ 71,941	\$ 105,598	\$ 108,895	\$ 112,259

DEVELOPER	Beginning Balance	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
DEVELOPER Reimbursement Balance	\$ 2,966,855	\$ 2,966,855	\$ 2,966,855	\$ 2,939,236	\$ 2,911,066	\$ 2,882,332	\$ 2,853,023	\$ 2,823,128	\$ 2,792,635	\$ 2,761,532	\$ 2,729,808	\$ 2,697,448	\$ 2,664,442	\$ 2,630,775	\$ 2,558,834	\$ 2,453,236	\$ 2,344,341	\$ 2,232,082

MSF Non-Environmental Costs	\$ 1,782,310	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
State Tax Reimbursement	\$ -	\$ -	\$ 7,569	\$ 7,721	\$ 7,875	\$ 8,033	\$ 8,193	\$ 8,357	\$ 8,524	\$ 8,695	\$ 8,869	\$ 9,046	\$ 9,227	\$ 18,974	\$ 26,855	\$ 27,694	\$ 28,549	\$ 28,549
Local Tax Reimbursement	\$ -	\$ -	\$ 9,022	\$ 9,203	\$ 9,387	\$ 9,574	\$ 9,766	\$ 9,961	\$ 10,160	\$ 10,364	\$ 10,571	\$ 10,782	\$ 10,998	\$ 24,244	\$ 36,582	\$ 37,724	\$ 38,890	\$ 38,890
Total MSF Reimbursement Balance	\$ 1,782,310	\$ 1,782,310	\$ 1,765,718	\$ 1,748,795	\$ 1,731,533	\$ 1,713,926	\$ 1,695,967	\$ 1,677,649	\$ 1,658,964	\$ 1,639,906	\$ 1,620,466	\$ 1,600,638	\$ 1,580,413	\$ 1,537,195	\$ 1,473,758	\$ 1,408,340	\$ 1,340,902	\$ 1,340,902

EGLE Environmental Costs	\$ 1,184,545	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
State Tax Reimbursement	\$ -	\$ -	\$ 5,031	\$ 5,131	\$ 5,234	\$ 5,339	\$ 5,445	\$ 5,554	\$ 5,665	\$ 5,779	\$ 5,894	\$ 6,012	\$ 6,132	\$ 12,610	\$ 17,848	\$ 18,405	\$ 18,974	\$ 18,974
Local Tax Reimbursement	\$ -	\$ -	\$ 5,996	\$ 6,116	\$ 6,238	\$ 6,363	\$ 6,490	\$ 6,620	\$ 6,753	\$ 6,888	\$ 7,026	\$ 7,166	\$ 7,309	\$ 16,113	\$ 24,313	\$ 25,072	\$ 25,846	\$ 25,846
Total EGLE Reimbursement Balance	\$ 1,184,545	\$ 1,184,545	\$ 1,173,518	\$ 1,162,271	\$ 1,150,798	\$ 1,139,097	\$ 1,127,161	\$ 1,114,986	\$ 1,102,568	\$ 1,089,902	\$ 1,076,982	\$ 1,063,804	\$ 1,050,362	\$ 1,021,639	\$ 979,478	\$ 936,000	\$ 891,180	\$ 891,180

Total Annual Developer Reimbursement		\$ -	\$ -	\$ 27,618	\$ 28,171	\$ 28,734	\$ 29,309	\$ 29,895	\$ 30,493	\$ 31,103	\$ 31,725	\$ 32,359	\$ 33,006	\$ 33,667	\$ 71,941	\$ 105,598	\$ 108,895	\$ 112,259
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LOCAL BROWNFIELD REVOLVING FUN

LBRF Deposits *	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:



Tax Increment Revenue Reimbursement Allocation Table
1957 Beverly, LLC
 1957 Beverly SW
 City of Wyoming, Michigan
 March 2026

	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	
Total State Incremental Revenue	\$ 55,972	\$ 57,665	\$ 59,392	\$ 61,153	\$ 62,950	\$ 64,783	\$ 66,652	\$ 68,559	\$ 70,503	\$ 72,487	\$ 74,511	\$ 76,574	\$ 78,680	\$ 80,827	\$ 83,017	\$ 1,421,242
State Brownfield Redevelopment Fund (50% c	\$ (6,996)	\$ (7,208)	\$ (7,424)	\$ (7,644)	\$ (7,869)	\$ (8,098)	\$ (8,331)	\$ (8,570)	\$ (8,813)	\$ (9,061)	\$ (9,314)	\$ (9,572)	\$ (9,835)	\$ (10,103)	\$ (10,377)	\$ (193,498)
State TIR Available for Reimbursement	\$ 48,975	\$ 50,457	\$ 51,968	\$ 53,509	\$ 55,081	\$ 56,685	\$ 58,320	\$ 59,989	\$ 61,691	\$ 63,426	\$ 65,197	\$ 67,003	\$ 68,845	\$ 70,723	\$ 72,640	\$ 1,227,744
Total Local Incremental Revenue	\$ 66,714	\$ 68,732	\$ 70,791	\$ 72,890	\$ 75,032	\$ 77,216	\$ 79,444	\$ 81,717	\$ 84,035	\$ 86,400	\$ 88,811	\$ 91,271	\$ 93,780	\$ 96,340	\$ 98,950	\$ 1,643,664
BRA Administrative Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local TIR Available for Reimbursement	\$ 66,714	\$ 68,732	\$ 70,791	\$ 72,890	\$ 75,032	\$ 77,216	\$ 79,444	\$ 81,717	\$ 84,035	\$ 86,400	\$ 88,811	\$ 91,271	\$ 93,780	\$ 96,340	\$ 98,950	\$ 1,643,664
Passthrough to Taxing Jurisdictions	\$ 52,580	\$ 54,170	\$ 55,793	\$ 57,447	\$ 59,135	\$ 60,857	\$ 62,613	\$ 64,404	\$ 66,231	\$ 68,094	\$ 69,995	\$ 71,934	\$ 73,911	\$ 75,929	\$ 77,986	\$ 1,313,531
Total State & Local TIR Available	\$ 115,690	\$ 119,189	\$ 122,759	\$ 126,400	\$ 130,113	\$ 133,901	\$ 137,765	\$ 141,706	\$ 145,726	\$ 149,826	\$ 154,008	\$ 158,274	\$ 162,625	\$ 167,063	\$ 171,590	
DEVELOPER																
DEVELOPER Reimbursement Balance	\$ 2,116,392	\$ 1,997,203	\$ 1,874,444	\$ 1,748,044	\$ 1,617,931	\$ 1,484,030	\$ 1,346,265	\$ 1,204,559	\$ 1,058,833	\$ 909,008	\$ 754,999	\$ 596,725	\$ 434,100	\$ 267,037	\$ 95,447	
MSF Non-Environmental Costs																
State Tax Reimbursement	\$ 29,421	\$ 30,311	\$ 31,219	\$ 32,145	\$ 33,090	\$ 34,053	\$ 35,035	\$ 36,038	\$ 37,060	\$ 38,103	\$ 39,166	\$ 40,251	\$ 41,358	\$ 42,486	\$ 43,638	\$ 737,556
Local Tax Reimbursement	\$ 40,078	\$ 41,290	\$ 42,527	\$ 43,788	\$ 45,075	\$ 46,387	\$ 47,725	\$ 49,091	\$ 50,483	\$ 51,904	\$ 53,353	\$ 54,830	\$ 56,338	\$ 57,875	\$ 59,443	\$ 987,415
Total MSF Reimbursement Balance	\$ 1,271,402	\$ 1,199,801	\$ 1,126,054	\$ 1,050,121	\$ 971,957	\$ 891,517	\$ 808,756	\$ 723,627	\$ 636,084	\$ 546,078	\$ 453,559	\$ 358,477	\$ 260,782	\$ 160,420	\$ 57,339	\$ 1,724,971
EGLE Environmental Costs																
State Tax Reimbursement	\$ 19,554	\$ 20,145	\$ 20,749	\$ 21,364	\$ 21,992	\$ 22,632	\$ 23,285	\$ 23,951	\$ 24,631	\$ 25,324	\$ 26,030	\$ 26,751	\$ 27,487	\$ 28,237	\$ 29,002	\$ 490,189
Local Tax Reimbursement	\$ 26,636	\$ 27,442	\$ 28,264	\$ 29,102	\$ 29,957	\$ 30,829	\$ 31,719	\$ 32,626	\$ 33,552	\$ 34,496	\$ 35,459	\$ 36,441	\$ 37,443	\$ 38,465	\$ 39,507	\$ 656,248
Total EGLE Reimbursement Balance	\$ 844,990	\$ 797,402	\$ 748,390	\$ 697,923	\$ 645,974	\$ 592,513	\$ 537,509	\$ 480,932	\$ 422,749	\$ 362,930	\$ 301,441	\$ 238,248	\$ 173,319	\$ 106,617	\$ 38,108	\$ 1,146,437
Total Annual Developer Reimbursement	\$ 115,690	\$ 119,189	\$ 122,759	\$ 126,400	\$ 130,113	\$ 133,901	\$ 137,765	\$ 141,706	\$ 145,726	\$ 149,826	\$ 154,008	\$ 158,274	\$ 162,625	\$ 167,063	\$ 171,590	\$ 2,871,408
LOCAL BROWNFIELD REVOLVING FUN																
LBRF Deposits *																
State Tax Capture																\$ -
Local Tax Capture																\$ -
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Up to five years of capture for LBRF Deposits

Footnotes:

Attachment A

Brownfield Plan Resolutions

Attachment B

Reimbursement Agreement

Attachment C

Verification of Facility Status

Agostinelli, Joe

From: Ryswick, Andrea (EGLE) <RyswickA@michigan.gov>
Sent: Monday, January 12, 2026 11:22 AM
To: Agostinelli, Joe
Cc: Hofert, Nicole; Steve Traynor; Van Heest, Peter (EGLE)
Subject: RE: 1957 Beverly St SW | Wyoming | Brownfield Plan Facility Verification

CAUTION: ** Ensure you trust and expect email from [before clicking](#)
links/attachments. ** **CAUTION**

Hi Joe,

Thanks for reaching out! Based on review of the 2020 Limited Phase II Investigation report that was shared, this email confirms that 1957 Beverly Avenue SW, Wyoming is a facility. Let me know when you and the team would like to meet.

Thanks!

Andrea Ryswick

Brownfield Coordinator, Grand Rapids District Office
Remediation & Redevelopment Division
Michigan Department of Environment, Great Lakes, and Energy
616-401-0827 | RyswickA@Michigan.gov
Check out our [Brownfield Flip videos](#) | www.Michigan.gov/EGLE

From: Agostinelli, Joe <joe@michigangrowthadvisors.com>
Sent: Sunday, January 11, 2026 2:37 PM
To: Ryswick, Andrea (EGLE) <RyswickA@michigan.gov>
Cc: Hofert, Nicole <nicole.hofert@wyomingmi.gov>; Steve Traynor <straynor@leedymfg.com>
Subject: 1957 Beverly St SW | Wyoming | Brownfield Plan Facility Verification

CAUTION: This is an External email. Please report suspicious emails via the "Report to Abuse" button in Outlook

Hi Andrea-

We are working with a client who is acquiring an existing manufacturing facility located at 1957 Beverly Street SW in the City of Wyoming. EGLE will be receiving a BEA in the next month or so on the property, but in the meantime, I am looking for confirmation that the site is a Facility for purposes of the Brownfield Plan. I am attaching a limited phase II that was conducted for the prior owner, Graphic Packaging International. Since I did not see this site in the EGLE facility database, can you review and let me know if you can confirm that it is a Facility?

Thank you in advance for feedback. I will be back in touch in a few weeks to talk about a draft Act 381 Work Plan for EGLE eligible activities.

Attachment D

Site Plan

ITEMS CORRESPONDING TO SCHEDULE B-II

- 7 The terms, provisions and easement(s) contained in the instrument dated July 1, 1959 between Wolverine Carton Company and Consumers Power Company, recorded July 2, 1959 as Liber 1872, Page 479 of Official Records. THE EASEMENT REFERENCED THEREIN LIES WITHIN THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- 8 Easements and rights conveyed in instrument dated July 2, 1959 from Wolverine Carton Company to Consumers Power Company, recorded July 2, 1959 as Liber 1872, Page 482 of Official Records. THE EASEMENT REFERENCED THEREIN LIES WITHIN THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- 9 The terms, provisions and easement(s) contained in instrument dated July 2, 1959 between Consumers Power Company and Wolverine Carton Company, recorded July 2, 1959 as Liber 1872, Page 484, as affected by Assignment and Conveyance to PKG Corporation dated June 8, 1965, recorded in Liber 1996, Page 127 of Official Records. THE EASEMENT REFERENCED THEREIN LIES WITHIN THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- 10 The terms and provisions of instrument dated April 5, 1965 between Consumers Power Company and Packaging Corporation of America, recorded April 9, 1965 as Liber 1992, Page 333, as affected by Assignment and Conveyance to PKG Corporation dated June 8, 1965, recorded in Liber 1996, Page 127, and as affected by Partial Release of Easement dated May 25, 1990 recorded in Liber 2795, Page 365 of Official Records. THE EASEMENT REFERENCED THEREIN LIES WITHIN THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- 11 An oil and gas lease executed by Packaging Corporation of America as lessor and Tenneco Oil Company as lessee, as evidenced by Memorandum of Oil, Gas and Mineral Lease dated May 1, 1973, recorded October 1, 1973 as Liber 2160, Page 322, amended by Amendment and Ratification of Oil, Gas and Mineral Lease recorded in Liber 2523, Page 697. The lessee's interest has been conveyed, assigned and assumed by instruments recorded in Liber 2582, Page 843, in Liber 2585, Page 1056, and in Liber 2641, Page 108 of Official Records.

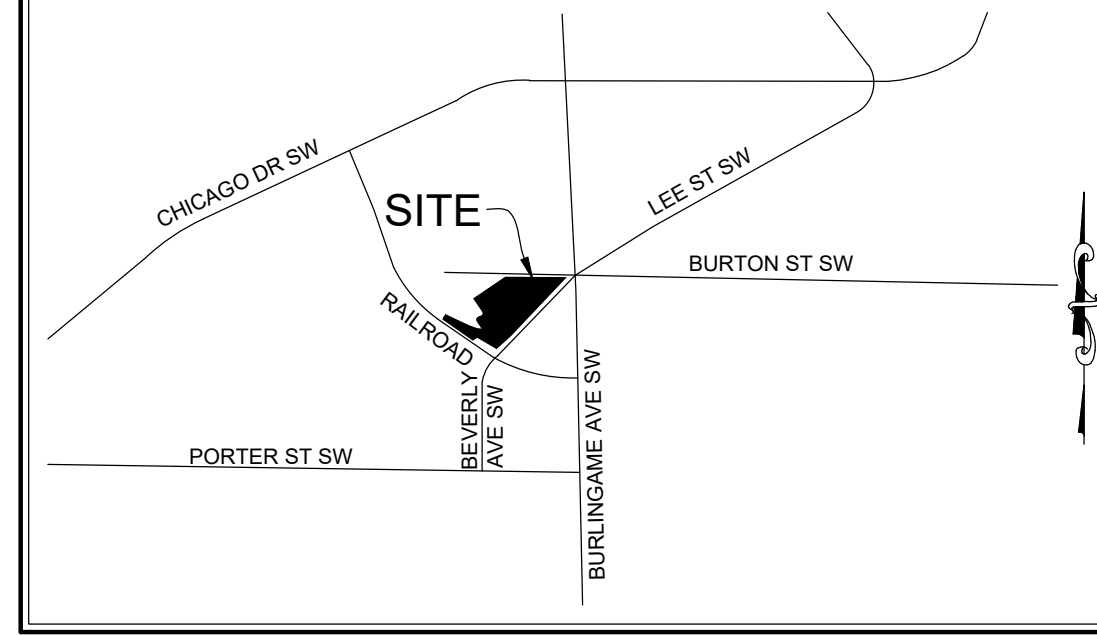
This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.
THE PROPERTY REFERENCED THEREIN ENCOMPASSES THE SUBJECT PROPERTY AND NO EASEMENTS TO PLOT.
- 12 The terms and provisions contained in the document entitled "Quitclaim Deed" between CSX Transportation Inc. and Grand Rapids Gravel Company dated October 13, 1989, recorded as Liber 2689, Page 1395 of Official Records. UNABLE TO LOCATE FROM RECORD DOCUMENT.
- 13 The terms, provisions and easement(s) contained in the document entitled "Grant of Access and Utility Easement" between Packaging Corporation of America and Owen-Ames-Kimball Co., dated on or about November 22, 1989, recorded as Liber 2690, Page 19 of Official Records. THE EASEMENT REFERENCED THEREIN LIES WITHIN THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- 14 The terms, provisions and easement(s) contained in the document entitled "Easement" between Consumers Power Company and Packaging Corporation of America, et al, dated February 1, 1990, recorded February 15, 1990 as Liber 2713, Page 1273 of Official Records. THE EASEMENT REFERENCED THEREIN LIES WITHIN THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- 15 Notice of Intention to Retain Mineral Rights made by Packaging Corporation of America dated March 31, 1992, recorded April 22, 1992 as Liber 3020, Page 1104 of Official Records.

This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.
THE PROPERTY REFERENCED THEREIN ENCOMPASSES THE SUBJECT PROPERTY AND NO EASEMENTS TO PLOT.

ZONING INFORMATION

NONE PROVIDED AT THIS TIME.

VICINITY MAP - NOT TO SCALE



MISCELLANEOUS NOTES

- MN1 The visible posted address of the subject property is 1957 Beverly Ave
- MN2 The subject property surveyed contains an area of 13.69 acres (596,356 square feet), more or less.
- MN3 There are 171 regular parking spaces, 0 handicapped parking spaces, and 14 loading spaces, for a total of 185 parking spaces located on the subject property.
- MN4 At the time of survey, there was no observable evidence of earth moving work, building construction or building additions.
- MN5 At the time of survey, there were no changes in street right of way lines or observable evidence of street or sidewalk repairs.
- MN6 No onsite easements or servitudes benefiting the surveyed property were noted at time of survey.
- MN7 Bearings shown hereon are based on the Southerly Right-of-Way line of Burton St SW, Kent County, Michigan. A bearing of N 89° 49' 59" E was used.
- MN8 Subject property has indirect access to Burton St SW, a dedicated public Right-of-Way, and indirect access to Beverly Ave via Driveway Easement per Liber 1992, Pg 333.
- MN9 At the time of survey, there was no observable evidence of the site being used as a cemetery.
- MN10 Some features shown on this plat may be shown out of scale for clarity. All dimensions shown are in feet and decimals thereof.
- MN11 Due to inclement weather at the time of survey, some improvements may have been obscured by accumulated snow and ice.
- MN12 At the time of survey, there was no observable evidence of party or common walls on the subject property with respect to adjoining properties.

RECORD DESCRIPTION

Land in the City of Wyoming, Kent County, MI, described as follows:

Part of the Northeast 1/4 of Section 10, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing 33.00 feet South and 168.57 feet West from the Northeast corner of said Section; thence South 42 degrees 54 minutes West 1057.61 feet; thence South 48 degrees 34 minutes West 244.46 feet; thence North 60 degrees 04 minutes West 314.40 feet; thence South 55 degrees 25 minutes 30 seconds West 70.58 feet to the Northeastly line of the C&O Railroad Right of Way (100.00 feet wide); thence Northwesterly along the Northerly line of said Railroad Right of Way to a point 759.00 feet North 89 degrees 50 minutes East along the North Section line and 569.72 feet South 02 degrees 55 minutes East from the North 1/4 corner; thence South 66 degrees 01 minutes 29 seconds East 302.57 feet; thence South 64 degrees 54 minutes 15 seconds East 122.20 feet; thence Southeastly 230.59 feet along a 355.00 foot radius curve to the left, the long chord of which bears South 63 degrees 30 minutes 45 seconds East 226.56 feet; thence North 32 degrees 56 minutes 37 seconds West 145.87 feet; thence North 32 degrees 56 minutes 47 seconds West 50.92 feet; thence Northeastly 92.11 feet along a 548.70 foot radius curve to the left, the long chord of which bears North 63 degrees 38 minutes 50 seconds East 92.00 feet; thence North 02 degrees 19 minutes 27 seconds East 77.63 feet; thence North 34 degrees 49 minutes West 208.00 feet; thence North 55 degrees 11 minutes East 498.72 feet to a point 759.00 feet North 89 degrees 50 minutes East along the North Section line and 33.00 feet South 02 degrees 55 minutes East and 908.66 feet North 89 degrees 50 minutes East from the North 1/4 corner; thence North 89 degrees 50 minutes East to the beginning.

Said Parcel is also described as follows:

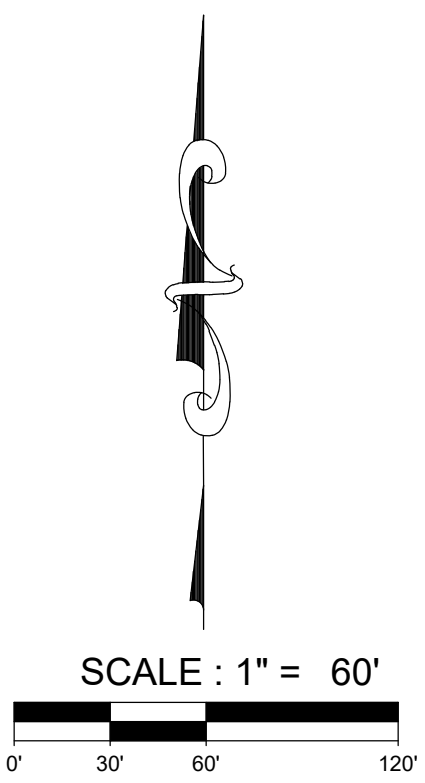
Land in the Northeast 1/4 of Section 10, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northeast corner of said Section; thence South 89 degrees 50 minutes West 138.70 feet along the North line of said Section; thence South 42 degrees 39 minutes 30 seconds West 45.00 feet to the Place of Beginning; thence continuing South 42 degrees 39 minutes 30 seconds West 1053.79 feet measured (South 42 degrees 54 minutes West 1057.61 feet deed); thence South 48 degrees 19 minutes 30 seconds West measured (South 48 degrees 34 minutes West deed) 244.46 feet; thence North 60 degrees 04 minutes 30 seconds West measured (North 60 degrees 34 minutes West deed) 314.40 feet; thence South 55 degrees 11 minutes West 70.58 feet to the Northerly right of way line of the Chesapeake and Ohio Railroad (formerly Pere Marquette Railway Company); thence North 55 degrees 35 minutes 50 seconds West measured (North 55 degrees 19 minutes 30 seconds West deed) 502.05 feet along said Northerly line; thence South 66 degrees 01 minutes 29 seconds East 302.57 feet; thence South 64 degrees 54 minutes 15 seconds East 122.20 feet; thence 230.59 feet along the arc of a 355.00 foot radius curve to the left, the long chord of which bears South 63 degrees 30 minutes 45 seconds East 226.56 feet; thence North 32 degrees 56 minutes 47 seconds West 196.79 feet; thence 92.14 feet along the arc of a 548.70 foot radius curve to the left, the long chord of which bears North 63 degrees 38 minutes 46 seconds East 92.00 feet; thence North 02 degrees 19 minutes 27 seconds East 77.63 feet; thence North 34 degrees 49 minutes West 208.00 feet; thence North 55 degrees 11 minutes East 498.72 feet; thence North 89 degrees 50 minutes East 761.93 feet along a line parallel with and 33.00 feet South of the North line of said Section to the Place of Beginning.

Together with rights for a railroad spur track as set forth in instrument recorded in Liber 1872, Page 479; with rights for sewer mains as set forth in instrument recorded in Liber 1872, Page 484 and assigned in Liber 1996, Page 127; with rights for driveways as set forth in instrument recorded in Liber 1992, Page 333 and assigned in Liber 1996, Page 127 and as partially released by instrument recorded in Liber 2795, Page 365; and with easement for driveway as set forth in instrument recorded in Liber 2713, Page 1278.

Said Parcel also being described as (Survey Legal):

Land in the Northeast 1/4 of Section 10, Town 6 North, Range 12 West, City of Wyoming, Kent County Michigan, described as: Commencing at the Northeast corner of said Section; thence South 89 degrees 50 minutes West 138.70 feet along the North line of said Section; thence South 42 degrees 39 minutes 30 seconds West 44.86 feet to a point on the Southerly right of way line of Burton Street (66' wide) for the Place of Beginning; thence continuing South 42 degrees 39 minutes 30 seconds West 1053.93 feet; thence South 48 degrees 19 minutes 30 seconds West 244.46 feet; thence North 60 degrees 04 minutes 30 seconds West 314.40 feet; thence South 55 degrees 11 minutes West 70.58 feet to the Northerly right of way line of the Chesapeake and Ohio Railroad (formerly Pere Marquette Railway Company); thence North 55 degrees 35 minutes 50 seconds West 502.05 feet along said Northerly line; thence South 66 degrees 01 minutes 29 seconds East 302.57 feet; thence South 64 degrees 54 minutes 15 seconds East 122.20 feet; thence 230.59 feet along the arc of a 355.00 foot radius curve to the left, the long chord of which bears South 63 degrees 30 minutes 45 seconds East 226.56 feet; thence North 32 degrees 56 minutes 47 seconds West 196.79 feet; thence 92.14 feet along the arc of a 548.70 foot radius curve to the left, the long chord of which bears North 63 degrees 38 minutes 46 seconds East 92.00 feet; thence North 02 degrees 19 minutes 27 seconds East 77.63 feet; thence North 34 degrees 49 minutes West 208.00 feet; thence North 55 degrees 11 minutes East 498.72 feet; thence North 89 degrees 50 minutes East 761.93 feet along a line parallel with and 33.00 feet South of the North line of said Section to the Place of Beginning.

THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. NCS-1283757-ATL, DATED OCTOBER 17, 2025.



Survey Performed by
Global Land Solutions
9730 N. Greenville Rd., Lakeview,
Michigan 48850
(989) 352-4000
www.GlobalLandSolutions.com
globallandsolutions@gmail.com

FLOOD NOTE

By graphic plotting only, this property is in Zone X of the Flood Insurance Rate Map, Community Panel No. 26081C0412D, which bears an effective date of 02/23/2023, and is not in a Special Flood Hazard Area.

PROJECT REVISION RECORD

DATE	DESCRIPTION	DATE	DESCRIPTION
12/01/2025	FIRST DRAFT		
12/10/2025	NETWORK COMMENTS		
12/18/2025	NETWORK COMMENTS		
FIELD WORK: BGS	DRAFTED: GS	CHECKED BY: JMS	FB & PG.

SIGNIFICANT OBSERVATIONS

A METAL FENCE ENCLOSES NORTHERLY AND EASTERLY PROPERTY LINE.

LEGAL

THIS SURVEY WAS PREPARED FOR THE PURPOSE OF THIS REAL ESTATE TRANSACTION ONLY AND NO FURTHER PARTIES OTHER THAN THOSE CERTIFIED ABOVE SHALL RELY ON IT FOR ANY OTHER PURPOSE OR TRANSACTION

ALTA/NSPS LAND TITLE SURVEY

for
1957 BEVERLY UPDATE
NV5 Project No. 202504868, 001
1957 Beverly Avenue, Wyoming, MI 49519

BASED UPON TITLE COMMITMENT NO. NCS-1283757-ATL
OF FIRST AMERICAN TITLE INSURANCE COMPANY
BEARING AN EFFECTIVE DATE OF OCTOBER 17, 2025 @ 8:00 A.M.

Surveyor's Certification

To: 1957 Beverly, LLC, a Michigan limited liability company; GRAPHIC PACKAGING INTERNATIONAL, LLC, a Delaware limited liability company; LEEDY PROPERTIES LLC, a Michigan limited liability company; First American Title Insurance Company; and Bock & Clark Corporation, an NV5 Company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 9, 13, 16, 17, 18, and 19 of Table A thereof. The field work was completed on 11/20/2025.

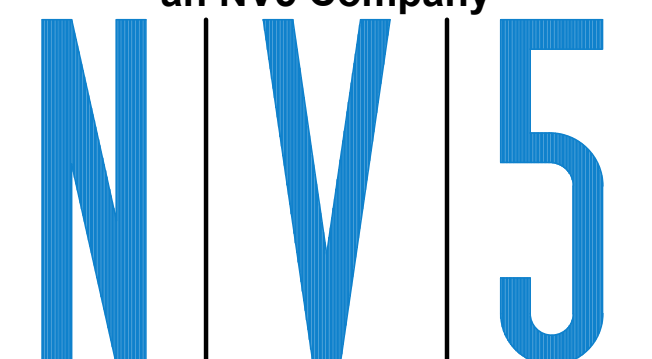
Jay M. Schwandt
JAY M. SCHWANDT
REGISTRATION NO. 47974
IN THE STATE OF MICHIGAN
DATE OF FIELD SURVEY: NOVEMBER 20, 2025
DATE OF LAST REVISION: DECEMBER 10, 2025
NETWORK PROJECT NO. 202504868-001-CLC



SURVEY PERFORMED BY:
GLOBAL LAND SOLUTIONS, LLC
326 S LINCOLN AVE
LAKEVIEW, MI 48850
GLOBALLANDSOLUTIONS@GMAIL.COM

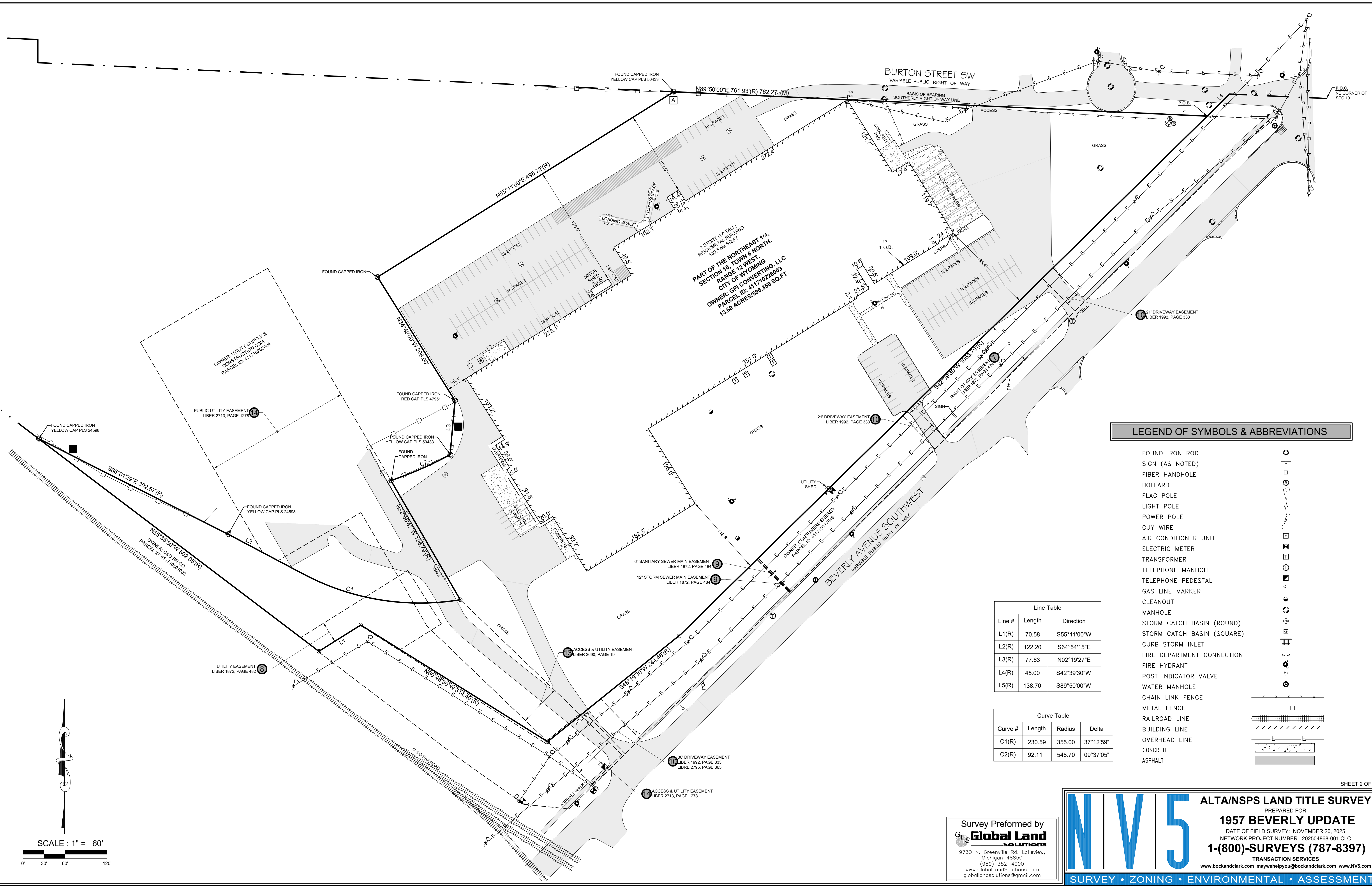
SHEET 1 OF 2

Bock & Clark Corporation
an NV5 Company



Transaction Services 1-800-SURVEYS (787-8397)
4580 Stephen Circle, Suite 300, Canton, OH 44718
www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

C:\Users\jbock\OneDrive\Desktop\2025 Projects\2454\1\000-Data\250424 - 20250424 - 197 Beverly Update Project.dwg Plot: Sheet 2 of 2, Saved by bock on 12/19/2025 8:39 AM. Plotted by Brandon Schmidt, 12/22/2025 1:53 PM



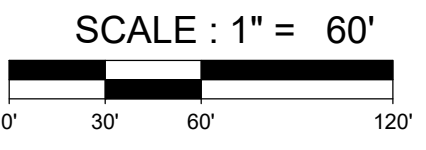
1 STORY (17 TALL)
BRICK/METAL BUILDING
168,528 SQ.FT.
PART OF THE NORTHEAST 1/4,
SECTION 10, TOWN 6 NORTH,
RANGE 12 WEST,
CITY OF WYOMING, LLC
OWNER: GPI CONVERTING, LLC
PARCEL ID: 411710226003
13.69 ACRES/696,356 SQ.FT.

LEGEND OF SYMBOLS & ABBREVIATIONS

- FOUND IRON ROD
- SIGN (AS NOTED)
- FIBER HANDHOLE
- BOLLARD
- FLAG POLE
- LIGHT POLE
- POWER POLE
- CUY WIRE
- AIR CONDITIONER UNIT
- ELECTRIC METER
- TRANSFORMER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- GAS LINE MARKER
- CLEANOUT
- MANHOLE
- STORM CATCH BASIN (ROUND)
- STORM CATCH BASIN (SQUARE)
- CURB STORM INLET
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- POST INDICATOR VALVE
- WATER MANHOLE
- CHAIN LINK FENCE
- METAL FENCE
- RAILROAD LINE
- BUILDING LINE
- OVERHEAD LINE
- CONCRETE
- ASPHALT

Line Table		
Line #	Length	Direction
L1(R)	70.58	S55°11'00"W
L2(R)	122.20	S64°54'15"E
L3(R)	77.63	N02°19'27"E
L4(R)	45.00	S42°39'30"W
L5(R)	138.70	S89°50'00"W

Curve Table			
Curve #	Length	Radius	Delta
C1(R)	230.59	355.00	37°12'59"
C2(R)	92.11	548.70	09°37'05"



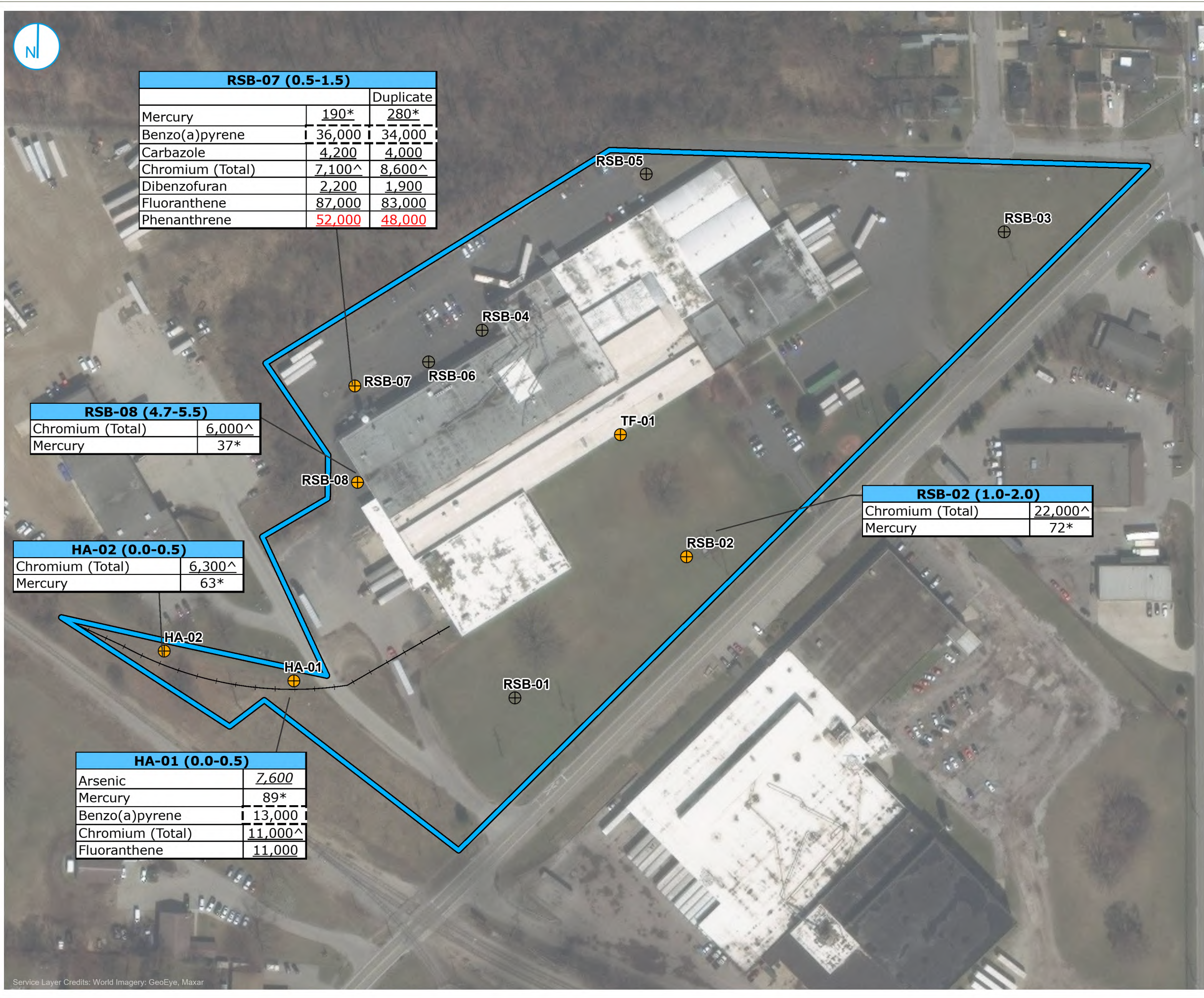
Survey Performed by
Global Land Solutions
9730 N. Greenville Rd., Lakeview,
Michigan 48850
(989) 352-4000
www.GlobalLandSolutions.com
globallandsolutions@gmail.com

NV5 ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
1957 BEVERLY UPDATE
DATE OF FIELD SURVEY: NOVEMBER 20, 2025
NETWORK PROJECT NUMBER: 202504868-001 CLC
1-(800)-SURVEYS (787-8397)
TRANSACTION SERVICES
www.bockandclark.com maywehelpyou@bockandclark.com www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

Attachment E

Soil Sampling Map



RSB-07 (0.5-1.5)		
		Duplicate
Mercury	190*	280*
Benzo(a)pyrene	36,000	34,000
Carbazole	4,200	4,000
Chromium (Total)	7,100^	8,600^
Dibenzofuran	2,200	1,900
Fluoranthene	87,000	83,000
Phenanthrene	52,000	48,000

RSB-08 (4.7-5.5)	
Chromium (Total)	6,000^
Mercury	37*

HA-02 (0.0-0.5)	
Chromium (Total)	6,300^
Mercury	63*

HA-01 (0.0-0.5)	
Arsenic	7,600
Mercury	89*
Benzo(a)pyrene	13,000
Chromium (Total)	11,000^
Fluoranthene	11,000

RSB-02 (1.0-2.0)	
Chromium (Total)	22,000^
Mercury	72*

- Property Boundary
- ⊕ Soil Sampling Location
- ⊕ Soil Boring Location - No Sample Collected

Notes:
 ^ = Only criterion for Cr^{VI} exceeded

Sample Location (Depth Interval in Feet)	
Analyte	Result in µg/kg
At or exceeds nonresidential DWP criterion	<i>italics</i>
At or exceeds GSIP criterion	<u>underlined</u>
At or exceeds nonresidential DC criterion	- - - - -
At or exceeds nonresidential RIASL	*
At or exceeds nonresidential VIAP screening level	red text

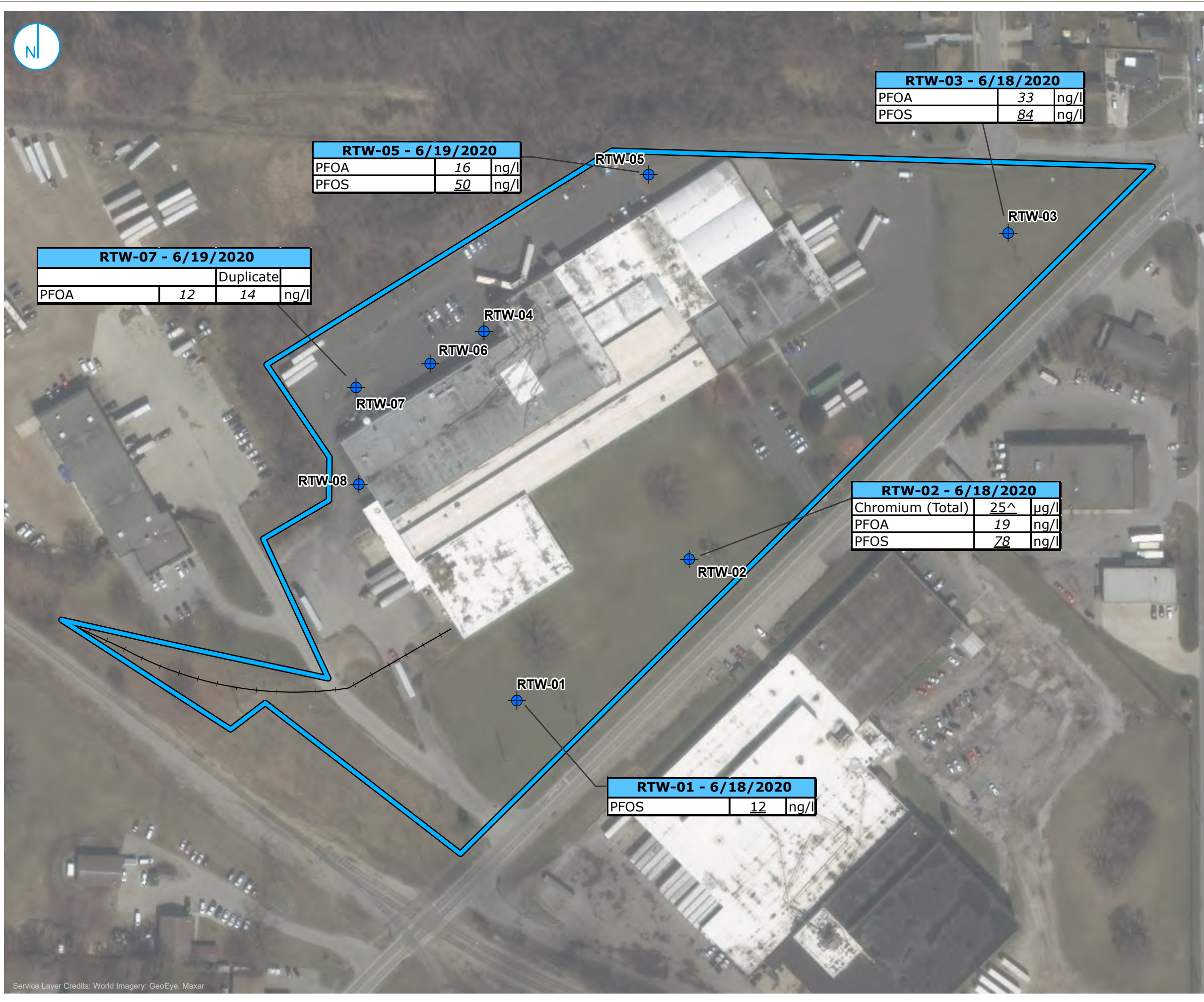


2020 PHASE II SOIL SAMPLING RESULTS EXCEEDING NONRESIDENTIAL CRITERIA

GPI, LLC – Wyoming Plant
 1957 Beverly Avenue SW
 Wyoming, MI

FIGURE 03





- Property Boundary
- + Groundwater Sampling Location

RTW-03 - 6/18/2020		
PFOA	33	ng/l
PFOS	84	ng/l

RTW-05 - 6/19/2020		
PFOA	16	ng/l
PFOS	50	ng/l

RTW-07 - 6/19/2020			
		Duplicate	
PFOA	12	14	ng/l

RTW-02 - 6/18/2020		
Chromium (Total)	25 [^]	µg/l
PFOA	19	ng/l
PFOS	78	ng/l

RTW-01 - 6/18/2020		
PFOS	12	ng/l

Notes:
 PFOA = Perfluorooctanoic Acid
 PFOS = Perfluorooctanesulfonic Acid
 ^ = Only criterion for Cr^{VI} exceeded.

Sample Location	
Analyte	Result
At or exceeds nonresidential DW criterion	<i>italics</i>
At or exceeds GSI criterion	<u>underlined</u>



2020 PHASE II GROUNDWATER SAMPLING RESULTS EXCEEDING NONRESIDENTIAL CRITERIA

GPI, LLC – Wyoming Plant
 1957 Beverly Avenue SW
 Wyoming, MI

FIGURE 04



BOARD OF DIRECTORS

CITY OF WYOMING BROWNFIELD REDEVELOPMENT AUTHORITY

At a meeting of the Board of Directors of the Wyoming Brownfield Redevelopment Authority (**WBRA**) held at 4:00 p.m., local time, on March 30, 2026, in the East Conference Room, Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan:

Board members present: Brown, Rowden, Brethower, Morgan, Hanges, Keel, Sammerdyke

Board members absent: _____

Board member Brown, supported by board member Sammerdyke, moved approval of the following resolution:

RESOLUTION NO. _____

RESOLUTION APPROVING AND RECOMMENDING CITY COUNCIL APPROVAL OF BROWNFIELD PLAN FOR LEEDY MANUFACTURING BEVERLY AVENUE PROJECT

WHEREAS:

1. Leedy Manufacturing Company (**Leedy**) owns the property at 1957 Beverly Ave SW, Wyoming, Michigan, PP# 41-17-10-226-003 (the Property) which, prior to Leedy's ownership, was contaminated with hazardous substances exceeding applicable criteria under state laws, rules, and regulations making certain evaluations and remediation necessary in order to use the Property in the manner Leedy proposes.
2. The brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 et seq. (**Act 381**) provides for reimbursement of certain environmental costs from tax increment revenues captured from the development of a project on a site in accordance with a brownfield plan and, if educational taxes are to be captured, an Act 381 work plan to be approved by the Michigan Department of Environment, Great Lakes, and Energy (**EGLE**) and/or the Michigan Strategic Fund/Michigan Economic Development Corporation (**MSF/MEDC**).
3. Leedy worked in cooperation with Wyoming city staff and in collaboration with EGLE in the preparation of a Brownfield Plan providing for the reimbursement from tax increment revenues of costs for eligible activities on the Property related to addressing the identified environmental concerns on the property in accordance with Act 381 and the proposed plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board makes the following determinations:
 - A. The proposed brownfield plan constitutes a public purpose under Act 381 because it provides for addressing environmental contamination to accommodate redevelopment and reuse of the project site.
 - B. The proposed brownfield plan meets the requirements of sections 13 and 13b of Act 381 MCL 125. 2263 and 125.263b.
 - C. The proposed method of financing the costs of eligible activities in the proposed brownfield plan is feasible and the WBRA has the ability to carry it out.
 - D. The proposed costs of eligible activities in the proposed brownfield plan are reasonable and necessary to carry out the purposes of Act 381.
 - E. The amount of captured taxable value (and resulting tax increment revenues) estimated in the proposed plan are reasonable.
2. This Board approves and recommends the City Council approve the proposed plan, subject to such changes as are approved by the city attorney and city community and economic development director, following a public hearing, notice of which is given at least 10 days before the hearing as provided in Act 381.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Motion Carried Yes 7

No 0 _____

I certify that this resolution was adopted by the Board of Directors of the City of Wyoming Brownfield Redevelopment Authority at a meeting held on March 30, 2026.

Date: March 30, 2026



Nicole Hofert, Secretary
City of Wyoming Brownfield Redevelopment Authority

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING ON THE NECESSITY OF AND SPECIAL ASSESSMENT OF THE COSTS FOR THE KENT INDUSTRIAL CENTER MEDIAN IRRIGATION SYSTEM AND MAINTENANCE COSTS, SPECIAL ASSESSMENT ROLL #26-825

WHEREAS:

1. The City Council previously established Special Assessment District #23-816 to defray the costs of median maintenance within the Kent Industrial Center Plats and adopted special assessment amounts for the years 2023–2027.
2. Resolution 27681 accepted the original special assessment roll based on cost estimates and apportionment formulas provided by the Kent Industrial Center Association of Property Owners and incorporated into the City’s resolutions.
3. The Association has notified the City that actual maintenance and irrigation system costs have significantly increased.
4. The Association has reviewed updated cost estimates and recommends a supplemental one-year assessment in the total amount of \$102,000.00 for the 2026 tax year.
5. All other terms of the special assessment, including district boundaries and parcel apportionment formulas, remain in accordance with the original assessment.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council recognizes that the Kent Industrial Association has determined a supplemental one-year assessment is necessary to reflect increased maintenance costs.
2. The City Treasurer is directed to prepare a Special Assessment Roll #26-825, reflecting one annual assessment totaling \$102,000.00 for the 2026 tax year.
3. The proposed roll shall be filed with the City Treasurer for public examination.
4. The City Council will hold a public hearing during its regular meeting on April 20, 2026, at 7:02 p.m., to hear from owners of parcels to be assessed on the proposed revised roll.
5. Staff are directed to provide notice of the time and place of the hearing:
 - a. Published once in the Grand Rapids Press, not less than 5 days prior to the hearing; and
 - b. Sent by first-class mail to each property owner subject to the assessment at least 10 days prior to the hearing.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Exhibit A - Kent Industrial Association Letter of Request
- Exhibit B - Proposed Assessment Roll
- Exhibit C - Resolution 27681

Resolution No. _____

Date: March 30, 2026
Subject: Kent Industrial Center Special Assessment
From: Traci Shaffer, Treasurer
CC: John Shay, City Manager
Meeting Date: April 6, 2026

RECOMMENDATION:

It is recommended that the City Council approve the resolution to schedule a public hearing to establish the necessity of a one-year special assessment for Maintenance Costs for Roger B Chaffee Memorial Boulevard medians.

ALIGNMENT WITH STRATEGIC PLAN:

- Maintaining the landscaped medians within the Kent Industrial Center supports the appearance and functionality of one of the City's primary industrial areas.
- Reallocating the increased costs to benefiting properties ensures fairness and compliance with the governing documents.

DISCUSSION:

The City Council previously approved multi-year special assessments for maintenance within the Kent Industrial Center. The Association has informed the City that existing amounts adopted under Resolution 27681 are insufficient due to increased costs. The Association Treasurer has reviewed the updated estimates with the Association members and determined that a supplemental one-year assessment of \$102,000.00 is necessary to complete maintenance projects for the Roger B. Chaffee median. All other terms of the original special assessment will remain in place through August 31, 2027. The attached resolution initiates the statutory process to establish special assessments and confirm the roll.

BUDGET IMPACT:

The one-year special assessment remains budget-neutral. Postage and mailing costs will be billed directly to the Kent Industrial District Association.

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING REGARDING THE 2025 EDWARD
BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS:

1. The City of Wyoming Department of Public Safety intends to apply for the 2025 Edward Byrne Memorial Justice Assistance Grant in the amount of \$33,574.
2. If awarded, the grant funds would be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby set a public hearing to be held on Monday, April 20, 2026, at 7:03 p.m., for the purpose of receiving public comment on the use of the 2025 Edward Byrne Memorial Justice Grant Funds for program activities.
2. The City Council sets that the form of the notice to be published as follows:

Notice of Public Hearing
Edward Byrne Memorial Justice Assistance Grant

The City Council of the City of Wyoming will hold a public hearing on Monday, April 20, 2026, at 7:03 p.m. in the City Council Chambers for the purpose of receiving comment on the use of the 2025 Edward Byrne Memorial Justice Assistance Grant for program activities. The total amount of the funds to be received for the 2025 grant is \$33,574. For information on the proposed program activities contact Wyoming Police Captain Timothy Pols at tim.pols@wyomingmi.gov. Written comments may be submitted to the City Clerk at 1155 28th Street SW, Wyoming, MI 49509.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE
PROPOSED 2026-2027 BUDGET FOR THE CITY OF WYOMING

WHEREAS:

1. State law and the City Charter require that a public hearing be held concerning the proposed 2026-2027 budget for the City of Wyoming.
2. Said budget has been presented to City Council.
3. It is deemed advisable to establish a date for a public hearing on the budget.
4. The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council does hereby authorize a public hearing on the proposed annual budget for the City of Wyoming to be held May 4, 2026, at 7:01 PM in the Wyoming City Hall Council Chambers, 1155 – 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be published in a newspaper of the general circulation in the City and posted in City Hall in the form as attached.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Notice of Public Hearing on the Proposed Budget for 2026-2027

Resolution No. _____

CITY OF WYOMING

Notice of Public Hearing

On the Proposed Budget for 2026-2027

Pursuant to Section 8.3 of the Charter of the City of Wyoming, notice is given that a public hearing on the following proposed budget will be held at the Wyoming City Council Chambers, 1155 28th Street SW, on May 4, 2026, at 7:01 p.m.

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing. It is currently estimated to be: 12.8768 mills.

July 1, 2026 – June 30, 2027

General Fund	\$ 43,839,523
Major Streets	13,737,778
Local Streets	4,744,862
Public Safety *	38,369,577
Fire	2,364,669
Police	3,930,559
Parks and Recreation	5,642,542
Sidewalk Snow Removal and Repair	668,249
First Responders	4,899,650
Solid Waste Disposal	1,439,196
Building Inspections	2,444,178
Drug Law Enforcement	15,000
Library Maintenance and Parks Capital	954,035
Godwin Mercado	355,164
Capital Improvement	2,986,524
City Center Project	75,000
Sewer	29,239,730
Sewer-Reserves	60,000
Water	28,563,757
Water-Reserves	120,000
Motor Pool	4,944,236
Capital Projects Revolving	5,988,820
Grand Total of Budgeted Expenditures	\$195,383,049

*Includes all police and fire expenditures

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

<https://city-wyoming-mi-clear.doc.cleargov.com/24152>

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE PROPOSED WYOMING
COMMUNITY DEVELOPMENT 2026/2027 ONE YEAR ACTION PLAN

WHEREAS:

1. The City of Wyoming has applied for and obtained 50 years of Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development.
2. It is necessary to submit a One Year Action Plan application for the 51st program year covering the period of July 1, 2026, through June 30, 2027.
3. On March 26, 2026, the Wyoming Community Development Committee unanimously recommended a proposed Wyoming Community Development 2026/2027 One Year Action Plan.
4. A City Council public hearing is a requirement prior to City Council approval of the Wyoming Community Development 2026/2027 One Year Action Plan.

NOW THEREFORE, BE IT RESOLVED:

1. City Council does hereby authorize a public hearing on the Wyoming Community Development 2026/2027 One Year Action Plan to be held May 18, 2026, at 7:01 PM in the Wyoming City Hall Council Chambers, 1155 – 28th Street SW, Wyoming, Michigan.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried: Yes
 No

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

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

Staff Report

Date: March 26, 2026

Subject: Set Public Hearing for the Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2026/2027

From: Joel Klaassen, Acting Director of Community and Economic Development

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

Meeting Date: April 6, 2026

RECOMMENDATION

It is recommended that the City Council set a public hearing for May 18, 2026, for the Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2026/2027.

ALIGNMENT WITH STRATEGIC PLAN

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

DISCUSSION

In August 2025, the Community Development Committee recommended that the City of Wyoming transfer administration of its CDBG program to Kent County. This recommendation was made based on the combination of strategic-planning costs, the likelihood that the City’s funds will be awarded to the County due to declining award amount, and the increased regulatory burden on subrecipients. Kent County already has a similar relationship with the City of Kentwood and, pending an approved contract, would be willing to do the same for the City of Wyoming. City Council considered and approved this request in September 2025.

After working with Kent County Community Action, the Detroit Field of HUD, and HUD headquarters, the recommendation is that Wyoming enter into an agreement to transfer its funds to Kent County (i.e. join urban county) for the 2027 program year. That agreement can be negotiated and formalized during the 2026 program year. For the upcoming 2026 program year, the recommendation is that Wyoming award the entirety of its CDBG award to Kent County Community Action as a subrecipient, which will allow Kent County to administer the City’s CDBG program on its behalf.

The City of Wyoming’s Community Development Citizen Participation Plan and US Housing and Urban Development (HUD) regulations require that grantees hold a public hearing noticed in a local newspaper before adopting an Annual Action Plan for its Community Development Block Grant (CDBG) program. Annual Action Plans must be submitted to HUD at least 45 days prior to the end of the program year. The

City of Wyoming's program year aligns with its fiscal year and begins on July 1 of each calendar year. To comply with its own Citizen Participation Plan and HUD regulations, staff recommends that City Council set a public hearing for May 18, 2026, with consideration of the Annual Action Plan to occur at the same meeting.

ATTACHMENTS

Resolution to set a date for a public hearing on the proposed Wyoming Community Development 2026/2027 One Year Action Plan.



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillside, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

RESOLUTION NO. _____

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL 432.103a(i)(ii))

At a _____ regular _____ meeting of the City of Wyoming City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on April 6, 2026
DATE

at 7:00 a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from All Belong of Wyoming
NAME OF ORGANIZATION CITY

county of Kent, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for approval
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____



I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R4/24)



CENTER FOR INCLUSIVE EDUCATION

March 26, 2026

Dear City Council Members,

I am writing on behalf of All Belong (formerly Christian Learning Center) to formally request that the City Council recognize our organization as a nonprofit operating in the Wyoming community.

All Belong partners with Christ-centered schools in West Michigan and around the country to create inclusive classrooms for students with disabilities. Faith-based schools contract with us for consulting services, professional development trainings, student evaluations, and other resources. To ensure our services remain accessible and affordable, we fund approximately 35% of our work through charitable contributions.

One way we raise these funds is through our annual golf outing. As part of this event, we are seeking to conduct a one-day raffle, with tickets sold and winners drawn during the event.

Our golf outing is being held on June 9 this year. In order for us to obtain the necessary raffle permit from the State of Michigan, we are required to be recognized by the City of Wyoming as a nonprofit operating in the community.

Thank you for your consideration of this request and your support of organizations serving the Wyoming community.

Warmly,

A handwritten signature in black ink that reads 'Jamie Fisher'.

Jamie Fisher
Advancement Manager

P. O. BOX 2508
CINCINNATI, OH 45201

Date: JUL 12 1988

Employer Identification Number:
38-2619844

Contact Person:
DORA C. SESTITO

Contact Telephone Number:
(513) 684-3578

CHRISTIAN LEARNING CENTER
2520 EASTERN AVENUE S E
GRAND RAPIDS, MI 49507

Our Letter Dated:
Nov. 1, 1985

Caveat Applies:
No

Dear Applicant

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization of the type described in section 509(a)(2). Your exempt status under Code section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of such status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(2) organization.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Harold M. Bromberg
District Director

AMENDED CONSTITUTION
AND
BYLAWS
OF
CHRISTIAN LEARNING CENTER

- ORIGINAL -

- 2001 BYLAW REVISION -



RICHARD H. BEARDS
CLC EXECUTIVE DIRECTOR

April 24, 2001

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AMENDED CONSTITUTION
AND
BYLAWS
OF
CHRISTIAN LEARNING CENTER

ARTICLE I

NAME, BASIS AND PURPOSES

Believing that the Bible gives Christian parents the responsibility and privilege of providing Christian education for their children, and believing that this can best be accomplished by concerted action, we hereby make and adopt this Amended Constitution and Bylaws.

Section 1.1 Name. This corporation shall be known as Christian Learning Center.

Section 1.2 Basis. The basis of the Christian Learning Center is the Scriptures of the Old and New Testaments, the infallible Word of God, as interpreted in Reformed creedal standards. It is not an ecclesiastical body nor is it subject to any ecclesiastical organization. The Government of the Christian Learning Center is autonomous. It is based upon the threefold office of the believer - Prophet, Priest, and King. Moreover, this organization is committed to the following basic principles for Christian education.

(a) The Bible. God by His Holy Word reveals Himself, renewing our understanding of the Divine Creator, of the world, of fellow human beings, and each person in the examination of life itself. In all our relationships and activities we are directed. God guides His people also in the education of their children.

(b) Creation. In the education process children must come to learn that the world, and their calling in it, can rightly be understood only in relationship to the Triune God who by His creation, restoration, and governance directs all things to the coming of His kingdom and the glorification of His name.

(c) Sin. Because of sin, which brought upon all people the curse of God, we are alienated from our Creator, the world and our neighbors. Our view of the true meaning and purpose of life is distorted. Human culture is misdirected and as a result education has been corrupted.

(d) Jesus Christ. Through our Saviour Jesus Christ, there is renewal in our educational enterprise because He is the Redeemer, the Light and the Way for all of life in its range and variety. Only through Him and the work of His spirit are we guided in the truth and recommitted to our original calling.

(e) Schools. Christian schools provide education to children for a life of obedience to their calling in this world as image-bearers of God. This calling is to know God's World and His creation, and to consecrate the whole of life to God, to love their fellow human beings and to be stewards in their God-given cultural task.

(f) Parents. The primary responsibility for education rests upon parents to whom children are entrusted by God, and Christian parents should accept this obligation in view of the covenantal relationship that God established with believers and their children. They should seek to discharge this obligation through school associations and school boards that engage the services of Christian teachers.

(g) Teachers. Christian teachers, both in obedience to God and in cooperation with parents, have a unique pedagogical responsibility while educating the child in school. The teacher acknowledges that all of learning comes under the scrutiny of God's divine revelation.

(h) Pupils. Christian schools must take into account the variety of abilities, needs, and responsibilities of every pupil. The endowments and calling of young persons as God's image-bearers and their defects and inadequacies as sinners require that such learning goals and such curricula be selected as will best prepare them to live as obedient Christians. Only with constant attention to such pedagogical concerns can education be truly Christian.

(i) Community. Because God's covenant embraces not only parents and their children but also the whole Christian community to which they belong, and because Christian education contributes directly to the advancement of God's Kingdom, it is the obligation, not only of parents, but also of the Christian community to establish and maintain Christian schools, to pray for, work for and give generously to their support.

(j) Educational Freedom. Christian schools, organized and administered in accordance with legitimate standards and provisions for all day schools, should be fully recognized in society as free to function according to their beliefs.

Section 1.3 Purposes. The Corporation is formed for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, and more specifically, to provide support and educational training for persons with a wide variety of educational needs and gifts and to equip them for productive living in Christ's Kingdom here on earth.

The Corporation may engage in any activity in connection with the above-stated purposes for which a non-profit corporation may be organized under the Michigan Nonprofit Corporation Act of 1982, as amended. However, the Corporation shall not carry on any other

activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code; or (b) a corporation to which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code.

The Corporation has not been formed for pecuniary profit or gain. No part of the assets, income or profit of the Corporation will inure to the benefit of its officers or directors. However, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Section.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE II

NONDISCRIMINATORY POLICY

The Corporation shall have a racially non-discriminatory policy toward applicants, students and employees. The Corporation shall not discriminate against applicants, students, or employees on the basis of race, color, material or ethnic origin.

ARTICLE III

DIRECTORS

Section 3.1 Powers. Subject to the limitations of the Amended Articles of Incorporation of the Corporation, this Amended Constitution and Bylaws and the laws of the State of Michigan, the affairs of the Corporation shall be managed by the Board of Directors. The Board of Directors is empowered on behalf of the Corporation to do and perform all acts reasonably necessary, appropriate, or incident to the accomplishment of the purposes of the Corporation, as determined by the Board of Directors in their sole discretion. The Board of Directors shall have the power to accept or refuse to accept any bequests, gifts or grants which are proposed to be made to this Corporation based upon the discretion and judgment of the Directors, taking into consideration the nature of the proposed gift, any conditions or restrictions placed upon the gift and the appropriateness of such gift to the educational and charitable purposes of this Corporation.

The Finance Committee shall have full power and authority to borrow money from financial institutions or individuals up to an amount not exceeding one-tenth (1/10) of the annual operating budget of the Corporation from either the Corporation Rainy Day Fund, or the Corporate Line of Credit, whenever in the discretion of the Board of Directors the exercise of said power is required in the general interests of this Corporation. The Board of Directors may authorize the proper officers of the Board to make, execute and deliver in the name and behalf of this Corporation such notes, and/or other evidence of indebtedness as the Board shall deem proper. The Board shall have full power to mortgage the property of this Corporation, or any part thereof, as security for such indebtedness.

Section 3.2 Number and Term of Directors. The Board of Directors shall be composed of not less than seven (7) members and not more than fifteen (15) members. Directors shall be elected or appointed by the local Christian school community they represent for a term of three (3) years. Directors may sit on the Board for a maximum of up to another three (3) year election term for no more than a total of two (2) consecutive three year terms. Terms will run from September 1 to August 31. A Director may serve until a successor is duly elected or appointed and may vote in the election for a successor; provided that nothing herein shall be construed to allow the election of a Director to succeed himself or herself after the full two (2) three year terms.

Section 3.3 Recommended Representation. The Board of Directors shall be representative of various West Michigan Christian School communities served by the Christian Learning Center. The following Board structure is recommended:

1. Western Ottawa County - 1 member: Zeeland
2. Eastern Ottawa County - 2 members: Hudsonville, Jenison
3. Central Kent County - 4 members: Ada, GRCSA (2), West Side
4. Western Kent County - 2 members: Calvin, Grandville
5. Southern Kent County - 4 members: Byron Center, Cutlerville, Kelloggsville and Dutton
6. Outlying Areas - 2 members: At large seats to be determined by CLC Board of Directors

The CLC Executive Committee will oversee the Board member replacement process to ensure adequate representation from all of our service programs, as well as the community at large.

Section 3.4 Vacancies and Additional Directors. In the event any vacancy shall occur on the Board of Directors because of death, resignation, removal, incapacity to act, or disqualification of a director, the remaining directors shall pursue from the local Christian school community a new director for the former director and the elected or appointed director shall fill the unexpired term of the former director. In the event the local Christian school community

represented by the former director is unable to reach an agreement on a new director, the Board of Directors shall elect or appoint the new director by majority vote of the directors then holding office. Upon completing the unexpired term, the director elected or appointed to fill the vacancy shall be eligible to serve as a duly elected member of the Board of Directors for two (2) additional terms pursuant to Section 3.2 of this Amended Constitution and Bylaws.

Section 3.5 Resignation and Removal of Directors. A director may resign at any time effective upon receipt of written notice by the Corporation unless otherwise specified in such notice. Any Director may be removed from office for cause by vote of a majority of the Directors of the Corporation present and voting on such question, whenever in its judgment the best interest of the Corporation would be served thereby.

ARTICLE IV

MEETINGS

Section 4.1 Annual Meeting. The annual meeting of the Board of Directors of the Corporation for the election of directors and/or others to transact such other business as may properly be brought before the meeting shall be held at such date, time and place as determined by resolution of the Board of Directors. Presently the annual meeting of the Board of Directors shall be held at the regularly scheduled May Board Meeting. Changes to the date of the Annual Meeting may be determined by a majority vote of the Board of Directors then holding office.

Section 4.2 Regular Meetings. Regular meetings of the Board of Directors of the Corporation shall be held at such time and place as the Board of Directors may designate, or in the absence of designation by the board, as the president shall designate.

Section 4.3. Annual Budget Meeting. The budget for the Corporation shall be approved annually by the Board of Directors at the May Annual Meeting by vote of a majority of the Directors then holding office.

Section 4.4 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes shall be held whenever called by the President of the Corporation, and shall be called by the President, or in the President's absence by the Secretary, or any other officer, at the written request of a majority of Directors delivered to such officer. Such request shall state the purpose or purposes of the proposed meeting.

Section 4.5 Place of Meetings. Meetings of the Board of Directors shall be held at any place within the State of Michigan which may be designated from time to time by resolution of the Board.

Section 4.6 Notices. No notice of regular meetings of the Board of Directors shall be required. At least ten (10) days' notice of the place, day and hour of any special meeting of the Board of Directors shall be given by written or printed notice served upon each Director. Service of notice may be made personally, by telegram, by telephone, or by mailing such notice, postage prepaid, plainly addressed to the Director at the Director's last known post office address. Notice by mail shall be deemed to be given at the time when the same is deposited in the United States mail, with postage fully paid, plainly addressed to the Director entitled to said notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting.

Section 4.7 Waiver of Notice. Notice of the time, date and place of any special meeting of the Board of Directors may be waived by telegram or any other writing either before or after such meeting has been held. If all the Directors waive notice of the meeting, no notice of the same shall be required. Attendance of a Director at a special meeting shall constitute a waiver of notice of such meeting except where the Director attends the special meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Any Director failing to designate his or her address to the Secretary, or a change of address, shall be deemed to have waived notice of such meeting except at the address on record with the Secretary.

Section 4.8 Action Without Meeting. Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if all the Directors shall consent in writing to such action. Such action by written consent shall have the same force and effect as the unanimous vote of the Directors.

Section 4.9 Quorum. A majority of the Directors in office shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be the act or decision of the Board of Directors, unless a statute, the Amended Articles of Incorporation or this Amended Constitution and Bylaws require a greater proportion.

Section 4.10 Meeting by Telephone or Similar Equipment. Any member of the Board of Directors may participate in a meeting of such Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

ARTICLE V

OFFICERS

Section 5.1 Officers. The Corporation shall have a president, a vice president, a secretary, a treasurer and such other officers as the directors may appoint. The President, Vice President, Secretary, and Treasurer shall constitute the Executive Committee, which shall possess and exercise the authority of the Board of Directors between meetings of the Board.

Section 5.2 Election. The officers of the Corporation shall be chosen annually by the Board of Directors at their regularly scheduled August meeting, by vote of a majority of the Directors then holding office. Each officer shall hold office until the officer's successor shall have been duly elected and qualified, or until the officer's death, resignation or removal.

Section 5.3 Removal or Resignation. The Board of Directors may remove any officer, with or without cause, by vote of a majority of the Directors then holding office whenever, in their judgment, the best interests of the Corporation will be served thereby. Any officer may resign from office at any time, such resignation to take effect upon receipt of written notice thereof by the Corporation unless otherwise specified in the resignation.

Section 5.4 Vacancies. A vacancy occurring in any office, for any reason, may be filled for the unexpired portion of the term by a majority vote of the Directors present at a meeting of the Directors called for such purpose. If any officer is absent or unable to perform the duties assigned to that office, the Directors may delegate the powers and duties of that office, during the period of such absence or disability to another person.

Section 5.5 President. The President shall be selected from the membership of the Board of Directors and shall preside over all meetings of the Directors and the Corporation. The President shall perform such other duties as may be specified from time to time by the Directors.

Section 5.6 Vice President. The Vice President shall be selected from the membership of the Board of Directors and shall perform the duties and exercise the powers of the President during any absence or disability of the President.

Section 5.7 Secretary. The Secretary shall supervise the official documents of the Corporation and enter into the official records minutes of all meetings of the Board of Directors after they have been approved.

Section 5.8 Treasurer. The Treasurer is entrusted with overseeing the Corporation's funds. All revenues received by the Christian Learning Center shall be deposited in the name of the Corporation. No payment of funds shall be made without the knowledge of

the Executive Director who is responsible to the Treasurer for overseeing the Corporation's funds. The Executive Director has discretionary use of Corporation funds up to Five Thousand Dollars (\$5,000.00) per purchase. All purchases over Five Thousand Dollars (\$5,000.00) must receive approval from the Treasurer and the full CLC Finance Committee.

All books, records and vouchers of the Corporation shall be open to the inspection of any Director. The Treasurer shall, at least once a year, and whenever requested by the Directors, render a full and detailed account of all receipts and expenditures and submit a schedule showing the financial status of the Corporation and the changes, if any, since the last report of the Treasurer. The Treasurer shall perform such other duties as may be specified from time to time by the Directors.

ARTICLE VI

COMMITTEES

Section 6.1 Executive Committee. The President, Vice President, Secretary and Treasurer shall constitute the Executive Committee. In no event shall the Executive Committee consist of less than three (3) members of the Board of Directors. The Executive Director shall be the chief administrative officer of the Corporation, shall serve as an advisory non-voting member of the Board of Directors and shall monitor, direct and participate in all of the Corporation's activities and committees. The Board of Directors shall also employ such other administrators as the Board deems appropriate to carry out the functions and duties of the Corporation. All other administrators shall report directly to the Executive Director.

The Board of Directors will designate the four officers outlined above to possess and exercise the authority of the Board of Directors between meetings of the Board. In addition, the Executive Committee will:

- Handle issues that are not covered by any standing committee;
- Oversee the election/appointment of new Board members to the CLC Board of Directors;
- Serve as a nominating committee which will present a slate of potential officers of the Board of Directors (for the Executive Committee) at the regularly scheduled May Board meeting to be voted on at the regularly scheduled August Board meeting.
- Oversee the performance review process for the Executive Director as outlined in the CLC Policy.
- Oversee the search process for the replacement of the Executive Director. The Executive Committee shall have authority to appoint such other members of the Board of Directors, Corporation staff, or constituents

necessary to complete such search. The Board of Directors shall retain full power to elect/approve the candidate(s) selected by said search committee.

Section 6.2 Authorization of Committees. The Corporation shall have such committees as the Board of Directors may from time to time determine. The Directors may appoint, or authorize the Executive Director to appoint, the members of such committees. Any committees shall have such powers and perform such duties as the Board of Directors may from time to time determine.

Section 6.3 Program Committee. The Corporation shall have a Program Committee consisting of up to five (5) members, but in no event shall such Program Committee consist of less than three (3) members of the Board of Directors. The Program Committee's functions shall include, among any other powers and duties as the Directors may from time to time determine, the following:

- (a) Consider all matters relative to the programs and policies of the Corporation and make recommendations concerning the same to the Board of Directors.
- (b) Investigate the qualification of candidates for administrative and teaching positions when deemed appropriate.
- (c) Offer annual renewal contracts to those administrators and teachers it wishes to retain through the Executive Director.
- (d) Monitor the quality and Christian character of all corporation programs and make recommendations to the Board of Directors concerning these and related matters.

Section 6.4 Finance Committee. The Corporation shall have a Finance Committee consisting of up to five (5) members, but in no event shall such Finance Committee consist of less than three (3) members of the Board of Directors. The Finance Committee's functions shall include, among any other powers and duties as the Directors may from time to time determine, the following:

- (a) Recommend to the Board of Directors a budget for the ensuing year.
- (b) Develop a pay scale for all staff members that is equitable.

(c) Recommend to the Board of Directors financial systems for equity and effectiveness meeting the costs for operating the Christian Learning Center.

(d) Recommend, initiate and conduct fund-raising campaigns.

(e) Advise the Board of Directors on matters of borrowing money on behalf of the Corporation. The Finance Committee shall have full power and authority to borrow money from financial institutions or individuals up to an amount not exceeding one-tenth (1/10) of the annual operating budget of the Corporation from either the Corporation Rainy Day Fund, or the Corporate Line of Credit, whenever in the discretion of the Board of Directors the exercise of said power is required in the general interests of the Corporation.

(f) Oversee the building (space) and transportation needs of the Corporation.

Section 6.5 Advisory Committees. The Corporation may create an Advisory Committee consisting of members from the CLC Board of Directors plus local Network School participants when deemed appropriate.

(a) The CLC Board of Directors will engage in advisory committees (regional or local) as appropriate and requested.

(b) These advisory committees have delegated authority to advise and recommend ideas and suggestions to the CLC Board of Directors. No direct decision making power is granted to any advisory committee. In addition, no permission for formal action on any matter on behalf of the CLC Board of Directors is given any advisory committee without the express permission of the CLC Board of Directors and/or its duly authorized administrative agent(s).

ARTICLE VII

INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

Section 7.1 Indemnification: Third Party Actions. The Corporation has the power to indemnify a person who was or is a party, or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer, employee, nondirector volunteer or agent of the Corporation, or is or was serving at the request of the

Corporation as a director, officer, partner, trustee, employee, nondirector volunteer or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit, against expenses (including attorneys' fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by that person in connection with the action, suit or proceeding if that person acted in good faith and in a manner reasonably believed by that person to be in or not opposed to the best interests of the Corporation or its members, and with respect to a criminal action or proceeding, that person had no reasonable cause to believe that the conduct was unlawful. The termination of an action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed by that person to be in or not opposed to the best interests of the Corporation or its members and, with respect to a criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

Section 7.2 Indemnification: Actions in the Right of the Corporation. The Corporation has the power to indemnify a person who was or is a party to, or is threatened to be made a party to a threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee, nondirector volunteer or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, nondirector volunteer or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses (including actual and reasonable attorneys' fees) and amounts paid in settlement incurred by that person in connection with the action or suit if that person acted in good faith and in a manner reasonably believed by that person to be in or not opposed to the best interests of the Corporation or its members. However, no indemnification shall be made for a claim, issue or matter in which such person shall have been found to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, that person is fairly and reasonably entitled to indemnification for the expenses which the court considers proper.

Section 7.3 Indemnification: Mandatory and Permissive Payments.

(a) To the extent that a director, officer, employee, nondirector volunteer or agent of the Corporation has been successful on the merits or otherwise in defense of an action, suit or proceeding referred to in Section 6.1 or Section 6.2 of this Article, or in defense of a claim, issue or matter in the action, suit, or proceeding, that person shall be indemnified against expenses (including actual and reasonable attorneys' fees) incurred by that person in connection with the action, suit or proceeding as well as in connection with the action, suit or proceeding brought to enforce the mandatory indemnification provided in this Subsection.

(b) An indemnification under Section 6.1 or Section 6.2 of this Article, unless ordered by a court, shall be made by the Corporation only as authorized in a specific case upon a determination that indemnification of the director, officer, employee, nondirector volunteer or agent is proper in the circumstances because that person has met the applicable standard of conduct as set forth in either Section 6.1 or Section 6.2. That determination shall be made in any of the following ways:

(1) By majority vote of a quorum of the Board consisting of Directors who were not parties to the action, suit or proceeding.

(2) If that quorum is not obtainable, then by a majority vote of a committee of Directors who were not parties to the action, suit, or proceeding. The committee shall consist of not less than two (2) disinterested Directors.

(3) By independent legal counsel in a written opinion.

(c) If a person is entitled to indemnification under Section 7.1 or Section 7.2 of this Article for a portion of expenses including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount thereof, the Corporation may indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

Section 7.4 Indemnification: Expense Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 7.1 or Section 7.2 of this Article may be paid by the Corporation in advance of the final disposition of the action, suit, or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee, nondirector volunteer or agent to repay the expenses unless it is ultimately determined by a majority vote of the Board of Directors that the person is not entitled to be indemnified by the Corporation.

Section 7.5 Indemnification: Continuation of Right. The indemnification provided in Sections 7.1 through 7.4 of this Article shall continue as to a person who has ceased to be a Director, officer, employee, volunteer or agent and shall inure to the benefit of the heirs, executors and administrators of any deceased or former Director, officer, employee or agent who would have been entitled to indemnification.

Section 7.6 Indemnification: Hereunder Not Exclusive. The indemnification or advancement of expenses provided in Sections 7.1 through 7.4 of this Article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles of Incorporation, Amended Constitution and Bylaws or a contractual agreement. However, the total amount of expenses advanced or indemnified from all sources

combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

Section 7.7 Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, volunteer or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, business corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by the person in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify the person against such liability under Sections 7.1 through 7.6 of this Article.

Section 7.8 Mergers. For purposes of this Article, references to the "corporation" include all constituent corporations absorbed in a consolidation or merger, as well as the resulting or surviving corporation, so that any person who is or was a director, officer, employee or agent of the constituent corporation, or is serving as a director, officer, employee, volunteer or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation or business corporation as the person would if he or she had served the resulting or surviving corporation or business corporation in the same capacity.

Section 7.9 Transactions With Interested Directors or Officers. A contract or other transaction between this Corporation and one or more of its Directors or Officers, or between this Corporation and a corporation, firm or association of any type or kind in which one or more of its directors or officers are Directors or Officers or are otherwise interested in this Corporation, is not void or voidable solely because of the common directorship, officership or interest, or solely because the Directors are present at the meeting of the Board which authorizes or approves the contract or transaction, or solely because their votes are counted for those purposes if any one of the following conditions is satisfied:

(a) The contract or other transaction is fair and reasonable to the Corporation when it is authorized, approved or ratified.

(b) The material facts as to the person's relationship or interest and as to the contract or transaction are disclosed or known to the Board and the Board authorizes, approves or ratifies the contract or transaction by a vote sufficient for the purpose without counting the vote of any common or interested Director.

Section 7.10 Compensation of Directors and Officers. All Directors and Officers of the Corporation perform their duties on a volunteer basis. No Director or Officer shall be entitled to compensation for the performance of his/her duties.

ARTICLE VIII

FINANCES

Section 8.1 Funds. It shall be the duty of the Board of Directors to provide adequate funds for the operations of the Corporation by means consonant with the tax exempt status of the Corporation. The Board of Directors shall have authority to borrow and/or spend Corporation funds whenever, in the discretion of the Board, the exercise of said power is required in the general interests of the Corporation. However, such exercise shall not be arbitrary or capricious and must be authorized by vote of two-thirds (2/3) of the Directors of the Corporation then holding office. The Executive Director, acting as the chief administrative officer, shall have authority to spend such funds which have been authorized or approved by the Board of Directors in the annual budget.

Section 8.2 Depositories. The Treasurer, or authorized designee, shall invest or deposit all funds of the Corporation as directed by the Board of Directors.

Section 8.3 Books and Records. Books and records of the Corporation shall be set up in a manner which shall produce proper records for reports to the government, to the Board of Directors, and enable an accurate audit of the finances of the Corporation.

Section 8.4 Expenses. All proper expenses of the Corporation are subject to the approval of the Board of Directors. Upon such approval, the expenses shall be paid from the funds of the Corporation.

Section 8.5 Assets. The assets received by the Corporation shall be used only for the purposes of the Corporation.

Section 8.6 Corporate Administration. The Board of Directors shall have the power to employ suitable custodians, accountants, counsel, administrative staff and agents and to pay their reasonable expenses and compensation.

Section 8.7 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors. Presently the fiscal year is September 1 to August 31 of the following year. Change to the fiscal year structure may be determined by a majority vote of the Board of Directors.

Section 8.8 Checks, etc. All checks, drafts, and orders for payment of money shall be signed in the name of the Corporation by such officer or officers or agent or agents as the Board of Directors shall from time to time designate for that purpose.

ARTICLE IX

AMENDMENTS

This Amended Constitution and Bylaws may be amended by vote of not less than a majority of the Directors then holding office at any duly constituted meeting of the Board of Directors, provided that the substance of the amendment has been stated in the notice of such meeting or in a duly completed waiver of notice of such meeting.

ARTICLE X

DISSOLUTION

Section 10.1 Discretionary Dissolution of Corporation. A dissolution of the Corporation shall be authorized by the affirmative vote of a majority of Directors then in office. Notice of the meeting to authorize the dissolution shall be given to each Director then in office not less than ten (10) days before the meeting and shall state that the purpose of the meeting is to vote on dissolution of the Corporation. The notice shall include a copy or summary of the plan of distribution of assets.

If the dissolution is approved, the Corporation shall cease to conduct its affairs except as may be necessary for the winding up of the Corporation. It shall immediately cause a Certificate of Dissolution to be executed and filed setting forth: (a) the name of the Corporation; (b) the date and place of the meeting of Directors approving the dissolution; and (c) a statement that dissolution was approved by the requisite vote of Directors.

Section 10.2 Distribution of Assets. In the event of dissolution, all assets of this Corporation, real and personal, shall be distributed to such organizations as agreed to by a majority of the Board of Directors and as are qualified as tax exempt under Section 501(c)(3) of the Internal Revenue Code or other corresponding provisions of a future United States Internal Revenue law.

ARTICLE XI

REFERENCE TO INTERNAL
REVENUE CODE

Any reference in this Amended Constitution and Bylaws to a provision of the Internal Revenue Code shall refer to that provision in the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States internal revenue law.

I, PAT TRATHEN, Secretary of the Christian Learning Center, a Michigan nonprofit corporation, hereby certify that the above Amended Constitution and Bylaws were duly adopted by the Board of Directors as of the 24th day of April, ~~2000~~ 2001.

Pat Trathen

SECRETARY

RESOLUTION NO. _____

RESOLUTION TO SUPPORT THE PREVENTATIVE MAINTENANCE PROJECT
ON THE GODFREY AVENUE BRIDGE OVER PLASTER CREEK

WHEREAS:

1. In 2025, a bridge inspection recommended various repairs to the Godfrey Avenue Bridge over Plaster Creek.
2. The City of Wyoming is seeking State of Michigan – Local Bridge Program funding to perform said repairs.
3. It is in Wyoming’s best interest to apply for Local Bridge Program funding to assist with the Godfrey Avenue Bridge repairs.
4. The anticipated cost based upon the engineer’s estimate is approximately \$1,550,000, which Wyoming would contribute 10% (approximately \$155,000) of the cost if selected.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby support the project to perform rehabilitation on the Godfrey Bridge over Plaster Creek with the use of Local Bridge Program funds.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Local Bridge Program Application SN5247

STAFF REPORT

Date: March 16, 2026

Subject: Resolution of Support for the Godfrey Avenue Local Bridge Project

From: Jeff Oonk – City Engineer

CC: Aaron Vis – Director of Public Works

Meeting Date: April 6, 2026

RECOMMENDATION:

It is recommended City Council support the rehabilitation project on the Godfrey Avenue over Plaster Creek bridge with the use of Local Bridge Program funds. The City of Wyoming's share of the estimated \$1,550,000 project would be approximately \$155,000 if selected.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 - Stewardship

DISCUSSION:

The regular bridge inspection in 2025 identified various repairs needed on the Godfrey Avenue Bridge over Plaster Creek located north of Chicago Drive. Repairs include replacement of the existing railing, installation of approach guardrail, steel repairs, clean and coat all steel surfaces including beams, diaphragm, piles, etc. The City is applying for Local Bridge Program funding to assist with the costs of the repair, and the associated resolution of support is part of the application requirements.

If selected as a viable bridge candidate in the fall of 2026, repairs would be constructed in 2029. Costs for the repairs based on an Engineer's Estimate are \$1,550,000. The City's share of the costs would be 10% or approximately \$155,000.



LOCAL BRIDGE PROGRAM CALL FOR APPLICATIONS FUNDING YEAR 2029

NOTE TO USERS: Please be sure that all structure information is correct on your SI&A form in MiBridge before submitting your application. Applications received after April 1st, 2026 will not be accepted. For assistance, please call Keith Cooper at (517) 331-1395 or Rita Levine at (517) 335-4528.

Instructions: (This form requires Adobe Acrobat Standard or Professional and is not enabled for use in the free Adobe Reader. If you only have access to Adobe Reader, please submit paper documents.)

1. Complete the required application information below.
2. Click on ADD APPLICATION DOCS button to add your signed resolution, cost estimate, map showing structure location and detour route, narrative description of project, bridge inspection documents and photos of the structure.
3. When you have finished, click on SAVE AS to keep a copy for each structure you are submitting.
4. Click on SUBMIT to email your application to MDOT-DesignLAP-Bridge@michigan.gov.

*** Multiple structure applications need to be applied for as individual structures and choose "Multiple PM" for "Type of Work".**

APPLICATION INFORMATION (REQUIRED)

Agency Name: City of Wyoming

Structure Number: 5247 County: Kent Region: Grand Region

Facility Carried: Godfrey Avenue

Feature Intersected: Plaster Creek

Cost Estimate (Bridge and Approach construction cost): \$1,549,800

Type of Work: Rehab Local Match (Minimum 5%): 10

(This form requires Adobe Acrobat Standard or Professional and is not enabled for use in the free Adobe Reader. If you only have access to Adobe Reader, please submit paper documents.)

Add Application Docs

Print Form

Save As

Submit to MDOT

RESOLUTION NO. _____

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL #26-823
FOR THE 2026 SPONGY MOTH SUPPRESSION PROJECT

WHEREAS:

1. Spongy moths can cause damage such as plant defoliation, plant stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (e.g., cars, roofs, siding, windows, patios, decks, and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings, and potentially, reduced property values.
2. The City Assessor prepared proposed special assessment roll #26-823 to specially assess specially benefitted parcels (those depicted on Exhibit A and listed on Exhibit B) for costs of the 2026 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria call *Bacillus thuringiensis (Bt)* (under the brand name Foray 76 or equivalent), that is also used by organic gardeners (the "Project"), at the amount of \$38.00 per parcel.
3. On April 6, 2026, after notice as required by state statute, the City Charter and city ordinances, the City Council held a public hearing on proposed special assessment roll #26-823 during which it heard and was provided copies of all oral and written objections and comments regarding the roll and following which it considered all those objections and comments.

NOW, THEREFORE, BE IT RESOLVED:

1. That special assessment roll #26-823 is confirmed and shall be transmitted to the City Treasurer for billing and collection.
2. The amounts specially assessed shall be billed in one installment on the Summer 2026 real property tax bill for each parcel so that the single payment will be due and payable on August 31, 2026 and, after that, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.
3. All resolutions and parts of resolutions in conflict with this resolution are rescinded to the extent of any such conflict.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Exhibit A - Aerial Spray Map

Exhibit B - Address and Parcel List

Resolution No. _____

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

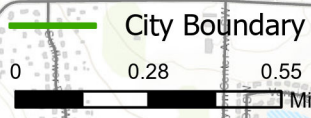
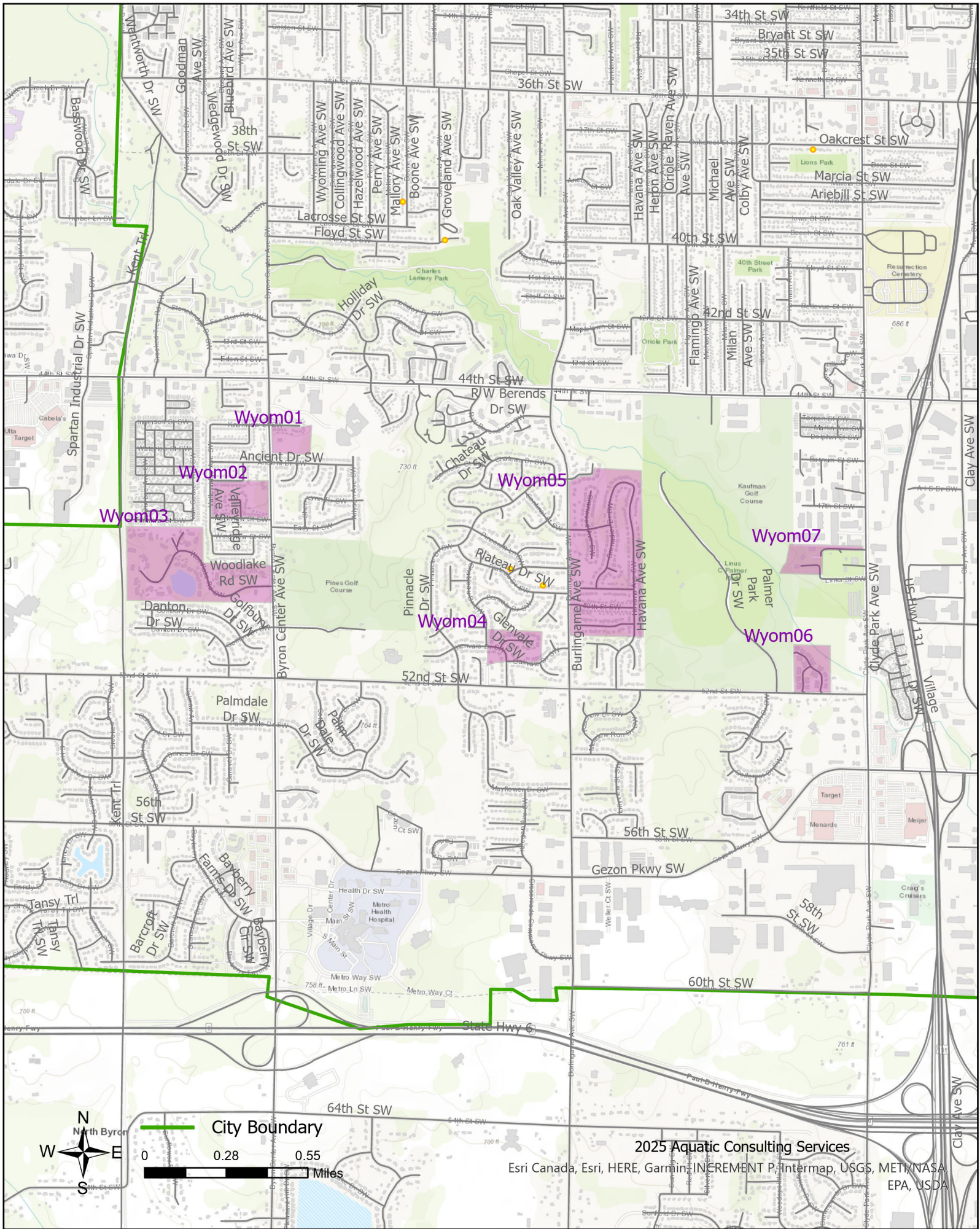
Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-823

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			

City of Wyoming Spongy Moth Report Map 2026



2025 Aquatic Consulting Services

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

RESOLUTION NO. _____

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL #26-824
FOR THE 2026 SPONGY MOTH SUPPRESSION PROJECT

WHEREAS:

1. Spongy moths can cause damage such as plant defoliation, plant stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (e.g., cars, roofs, siding, windows, patios, decks, and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings, and potentially, reduced property values.
2. The City Assessor prepared proposed special assessment roll #26-824 to specially assess specially benefitted parcels (those depicted on Exhibit A and listed on Exhibit B) for costs of the 2026 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria call *Bacillus thuringiensis (Bt)* (under the brand name Foray 76 or equivalent), that is also used by organic gardeners (the "Project"), at the amount of \$117.00 per treated acre.
3. On April 6, 2026, after notice as required by state statute, the City Charter and city ordinances, the City Council held a public hearing on proposed special assessment roll #26-824 during which it heard and was provided copies of all oral and written objections and comments regarding the roll and following which it considered all those objections and comments.

NOW, THEREFORE, BE IT RESOLVED:

1. That special assessment roll #26-824 is confirmed and shall be transmitted to the City Treasurer for billing and collection.
2. The amounts specially assessed shall be billed in one installment on the Summer 2026 real property tax bill for each parcel so that the single payment will be due and payable on August 31, 2026 and, after that, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.
3. All resolutions and parts of resolutions in conflict with this resolution are rescinded to the extent of any such conflict.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Exhibit A - Aerial Spray Map

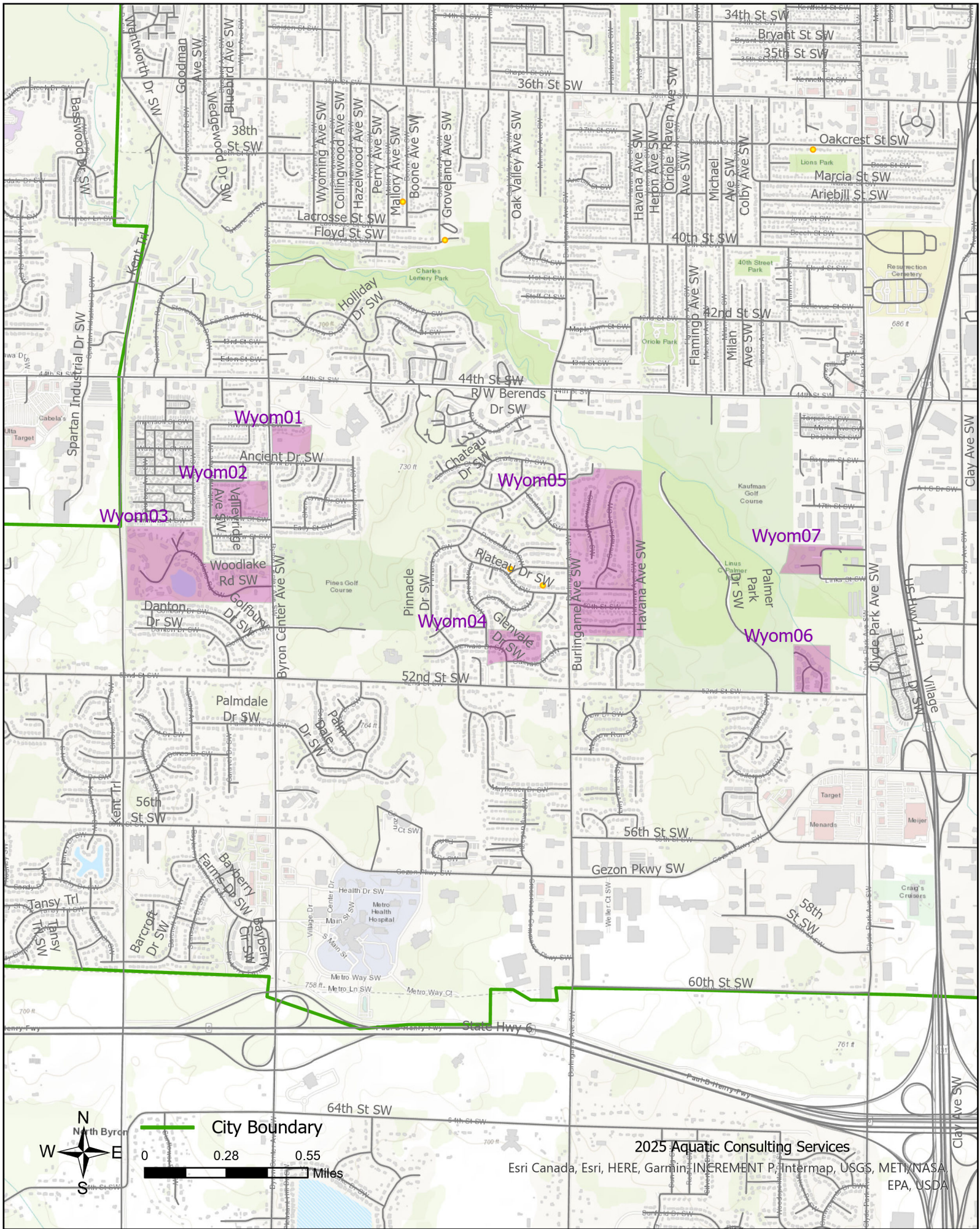
Exhibit B - Address and Parcel List

Resolution No. _____

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

City of Wyoming Spongy Moth Report Map 2026



City Boundary
0 0.28 0.55 Miles

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR AERIAL INSECTICIDE SPRAYING SERVICES
AND TO AUTHORIZE THE CITY MANAGER AND CITY CLERK TO EXECUTE AN
AGREEMENT FOR SPONGY MOTH SUPPRESSION SERVICES

WHEREAS:

1. As detailed in the attached Staff Report, Hamilton Helicopters, Inc. has submitted an agreement for spongy moth suppression spraying services at a cost of \$76.70 per acre.
2. The Spongy Moth Suppression Spraying Services will be funded through a Special Assessment as approved by the City Council.
3. It is recommended the City Council accept the proposal contingent upon approval of the associated special assessments.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal for aerial insecticide spraying services from Hamilton Helicopters, Inc. in the total estimated amount of \$15,723.50, contingent upon approval of the associated special assessments.
2. The City Council does hereby authorize the City Manager and City Clerk to execute the agreement for Spongy moth suppression services.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: March 19, 2026
Subject: Spongy Moth Suppression Spraying Services for 2026
From: Kelli A. VandenBerg, City Clerk
Meeting Date: April 6, 2026

RECOMMENDATION

It is recommended the City Council accept a proposal from Hamilton Helicopters, Inc., for award of the contract for spongy moth suppression spraying services at a cost of \$76.70 per acre. A total of 205 acres is recommended for treatment. The acceptance of this proposal is contingent upon approval of the associated special assessments.

ALIGNMENT WITH STRATEGIC PLAN

Approval of this agreement will provide treatment of properties with a nuisance level infestation of spongy moths, providing protection to trees and properties throughout the community. Approval of this agreement ensures the treatment of spongy moths will be done at an equitable price that is consistent with previous treatment programs and in compliance with state and federal regulations.

DISCUSSION

In a suburban/urban setting such as Wyoming, the preferred method for application of an aerial insecticide spray is helicopter (versus fixed-wing aircraft). Very few aerial applicators exist in Michigan and even fewer use helicopters for application. Hamilton Helicopter continues to serve the West Michigan area and maintains the appropriate licensing for spongy moth application. Hamilton Helicopter has several years of experience conducting Wyoming's spongy moth suppression program and provided a quote of \$76.70 per acre. Given the limited number of firms that perform this type of service, as well as Hamilton Helicopter's knowledge of the community and consistent pricing, it is recommended that the City of Wyoming contract Hamilton Helicopter, Inc. for the 2026 spongy moth suppression spraying services.

BUDGET IMPACT

A total of 205 acres is recommended for spongy moth treatment, resulting in an approximate cost of \$15,723.50 for the aerial spray service. Total cost of the 2026 suppression program is estimated at \$24,100.00, which includes spray service, field consulting services, as well as all required mailings and legal publications. A special assessment has been proposed to accommodate the expense of this service. The special assessment would charge a flat fee of \$38 per parcel to those in the spray area. Larger properties (those that are ½ acre or larger) have been identified for a separate special assessment that would charge a rate of \$117.00 per treated acre. There is no impact to the budget by funding this program through a special assessment.

SPONGY MOTH SUPPRESSION SERVICES CONTRACT

This Spongy Moth Suppression Services Contract is made as of March 3, 2026, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 ("**City**") and Hamilton Helicopter Inc., a Michigan corporation the address of which is 4488 134th Ave, PO Box 264, Hamilton, MI 49419 ("**HHI**").

RECITALS

- A. City desires to control the spongy moth population within its boundaries.
- B. HHI is in the business of, interested in, and capable of participating in a spongy moth suppression program.

TERMS AND CONDITIONS

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

1. HHI's Services. HHI will:

- A. Will obtain any needed Federal Aviation Administration or other permits, file any needed flight plans, and obtain any other needed permits to aerial spray the designated areas of City between May 1, 2026 to June 15, 2026.
- B. Apply Bacillus Thuringiensis "BT" at the rate of 19 B.I.U. per acre over the areas designated by City. (approximately 205 acres)
- C. Coordinate the spray timing with Aquatic Consulting Services.

2. City Responsibilities. City will:

- A. Determine spray blocks and provide digitized maps of them.
- B. Provide property owner notification of the spraying program and make all required or desired public notices.
- C. If desired, notify HHI of the location of objectors in and outside the spray blocks and exclude them from the spraying. Hold HHI harmless from, indemnify HHI for, and defend HHI against any actions, legal or otherwise, arising from a "no exclusion policy" and any spraying of the property of any objector(s).
- D. Provide traffic and crowd control at the time of spraying, in the spray blocks, and at the load site if deemed necessary by the parties.
- E. Provide a central loading site.
- F. Pay HHI a fee of \$76.70 per acre for each aerial application within 30 days of the invoice date.
- G. If HHI is prevented from undertaking the aerial application as a result of any injunction or other legal action, terrorist activity, or other circumstance beyond HHI's reasonable control, City will pay HHI \$15.00 per acre for the anticipated 205 acres as liquidated damages to cover costs incurred including any lost opportunities to provide other services.

3. Legal Compliance. HHI will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.

4. Qualifications. HHI represents and promises that:

- A. Neither HHI, including for purposes of this section HHI's officers, shareholders, or employees ("**HHI personnel**") (i) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within 3-years preceding the this Contract been convicted of or had a judgment against it for fraud or a criminal offense in connection with obtaining or attempting to obtain a public contract, for violating antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or otherwise criminally charged with any of the offenses enumerated in this certification; or (iv) has within 3-years preceding this Contract had a public transaction terminated for cause or default.

B. HHI is not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

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

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

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

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

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other

reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

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

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

6. Ethical Standards. HHI and HHI's personnel has not and will not: (i) engage in an act creating an appearance of impropriety with respect to this Contract award; (ii) attempt to influence or appear to influence an elected or appointed City officer or City employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this Contract. No HHI personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City officer or board/commission member except as already disclosed in writing to City. HHI will immediately notify City of any change in this statement.

7. Risk Allocation.

A. HHI is solely responsible for (i) the means and methods of services provided under this Contract, (ii) the conduct of HHI's personnel, and (iii) any injuries or property damage resulting from HHI's performance under this Contract. HHI will hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than City for personal injuries or property damage occurring during and as a result of HHI's services under this Contract, but not for any negligence or wrongdoing of City or City's officers or employees.

B. HHI will obtain and maintain general commercial liability insurance, including aviation liability insurance, of not less than \$1,000,000 per occurrence and \$1,000,000 in the general aggregate. That insurance shall include an endorsement stating the following are additional insureds: City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance City may have will be secondary and/or excess. If City requests, HHI will provide City's Purchasing Department copies of certificates of insurance, policies, and endorsements. HHI's liability to City under this contract shall be limited to the amounts of any insurance.

9. W-9. HHI will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).

11. Records. City is a public entity and receives funds from other governmental agencies, so City is required to retain, be able to obtain, and/or audit records related to City contracts. HHI will retain all records related to this Contract for at least 6 years and will, upon City's request, provide copies of and allow City to audit all retained records.

12. Assignment/Beneficiaries. No right or duty of either party under this Contract may be assigned or delegated without other party's prior written consent and no individuals or entities other than the parties are intended beneficiaries of this Contract.

13. Independence. HHI is independent of the City and none of HHI's personnel shall be or be represented to be City officers or employees. HHI is solely responsible for the acts, omissions, and statements of HHI's personnel. City will not insure HHI or HHI's owners, officers, members or employees for any liability, casualty or other purpose or loss.

14. General Provisions.

A. This Contract (i) was made in Kent County, Michigan and it to be governed by and interpreted under Michigan law, (ii) is the entire agreement between the parties regarding to its subject matter, and (iii) may not be amended or modified except in writing signed by both parties. Waiver of a breach shall not constitute a waiver of a later breach of the same or another provision. Captions are for reference only and shall not affect its interpretation, but the recitals are an integral part of this Contract.

B. To the extent permitted by law, the jurisdiction and venue for an action brought under this Contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, legal fees, expert fees and other costs incurred to investigate, bring, maintain or defend any such action from its first accrual or first notice thereof through all appellate and collection proceedings.

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

Signatures on next page

CITY OF WYOMING

HAMILTON HELICOPTER, INC.

By: _____
John Shay, City Manager

By: Kurt Homkes President
Kurt Homkes, President

Date signed: _____, 2026

Date signed: 3/4, 2026

Approved as to form:



Gregory T. Stremers, City Attorney

HHI
Hamilton Helicopters Inc.

P.O. Box 264
4488 134th Ave
Hamilton, MI 49419
616-291-5808
khomkes@gmail.com

February 6, 2026

City of Wyoming
Attn: Kelli VandenBerg
1155 28th St. SW
Wyoming, MI 49509

RE: Aerial Application of B.T. For Spongy Moths Quote

City of Wyoming

Quote for aerial application of 19 B.I.U. of B.T. over the area outlined provided maps provided for the suppression of Spongy (Gypsy) Moths. Bid Includes application and the 19 B.I.U of B.T.

\$76.70 per acre. (\$76.70 x 205 Acres = total project cost \$ 15,723.50)

Thank you



Kurt Homkes
616 291 5808

RESOLUTION NO. _____

RESOLUTION TO VACATE A PORTION OF 56th STREET SW LOCATED WEST OF CLAY AVENUE AND EAST OF US-131 TO ADJACENT PROPERTIES AT 505, 560, AND 588 56th ST SW, AND 5635 CLAY AVE SW AND TO ACCEPT AN EASEMENT AND LICENSE AGREEMENT FOR EMERGENCY ACCESS

WHEREAS:

1. The Wyoming Planning Commission held a public hearing on December 16, 2025 where they unanimously recommended the vacation of 56th Street located west of Clay Avenue and east of US-131 and adjacent to 505, 560, and 588 56th St SW, and 5635 Clay Ave SW, subject to retaining utility easements, an easement for emergency ingress egress, and an agreement for emergency egress access at 505 56th Street SW.
2. The property owner adjacent to 56th Street requested this vacation, as they own all property serviced on both sides of the public right-of-way.
3. The proposed vacation would allow the property owners to pursue redevelopment at the site, and it would reduce maintenance responsibility for the right-of-way by the City.
4. The Wyoming City Council did hold a public hearing on March 2, 2026, to consider the request.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the City manager to execute the Easement for Ingress and Egress During Emergency Conditions and License Agreement.
2. The Wyoming City Council does hereby vacate 56th Street west of Clay Avenue and east of US-131 and adjacent to 505, 560, and 588 56th St SW, and 5635 Clay Ave SW, subject to retaining utility easements, an easement for emergency ingress egress, and an agreement for emergency egress access at 505 56th Street SW.

BE IT FURTHER RESOLVED:

1. The City Clerk shall record a certified copy of this resolution with the Kent County Register of Deeds.

Moved by Councilmember:

Seconded by Council member:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: April 2, 2026
Subject: Clay Avenue Emergency Access Agreements and 56th Street Vacation
From: Jeff Oonk, City Engineer
CC: Aaron Vis, Director of Public Works
Meeting Date: April 6, 2026

RECOMMENDATION:

It is recommended that the City Council approve and authorize the City Manager to execute an easement and license agreement with 575 56th St., LLC. It is also recommended that the City Council vacate 56th Street between Clay Avenue and US-131.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 - Stewardship

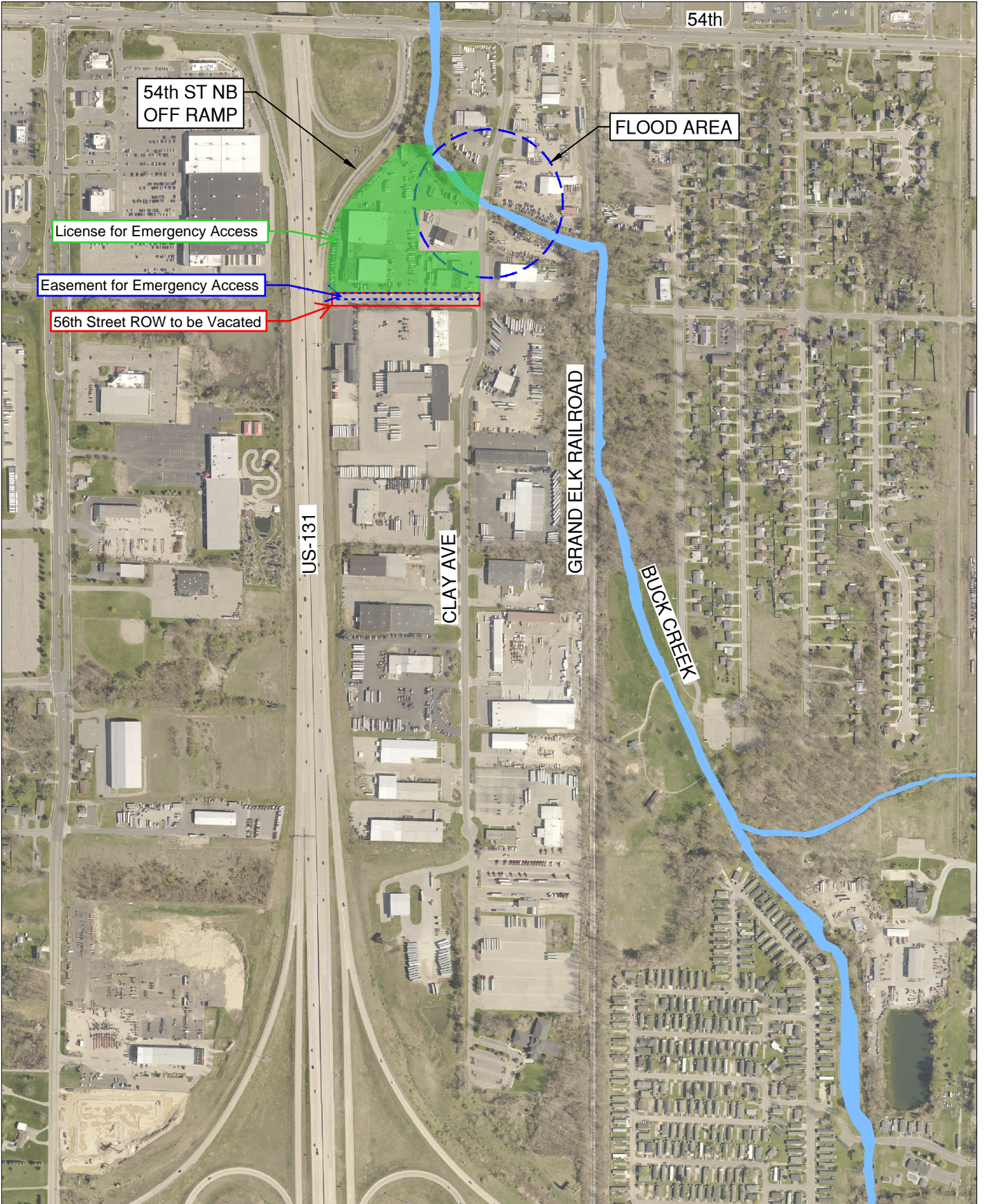
DISCUSSION:

Clay Avenue, south of 54th Street, is an industrial cul-de-sac bounded to the west by US-131, to the south by M-6, and to the east by the Grand Elk Railroad and Buck Creek. These barriers restrict Clay Avenue to a single access point to the north at 54th Street. When Buck Creek reaches flood stage, it may block Clay Avenue, trapping employees at the many businesses south of the creek. When this occurred in the past, a temporary access was constructed between the parking lot of 505 56th Street and the off-ramp from US-131. This temporary access was never formally recognized between the City and property owner.

At this time, the City and property owner have decided to formalize the City's right to use private property to create the temporary access needed during a flooding emergency. The attached easement and license agreement would allow vehicles to leave Clay Avenue and would allow emergency vehicles to access Clay Avenue, if needed. The license covers private property at 505 56th Street. The easement covers a portion of 56th Street which is proposed to be vacated.

BUDGET IMPACT:

Vacating 56th Street reduces the amount of Act 51 funding the City will receive by approximately \$2,000 per year. However, the City will no longer have to maintain this section of street.



CLAY AVE EMERGENCY ACCESS
VICINITY MAP

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**License**") is made and entered into this 1st day of April, 2026 (the "**Effective Date**"), by and between **575 56TH ST., LLC**, a Michigan limited liability company, whose address is 840 Interchange Dr, Holland, Michigan 49423, ("**Licensor**"), and **CITY OF WYOMING, MICHIGAN**, a Michigan municipal corporation, whose address is 1155 28th St SW, Wyoming, Michigan 49509 ("**Licensee**").

RECITALS

A. Licensor is the owner of certain real property located in the City of Wyoming, Kent County, Michigan, legally described on the attached Exhibit A (the "**Licensor Property**").

B. The parties have entered into an Easement for Ingress and Egress During Emergency Conditions dated 4-1, 2026 (the "**Emergency Access Easement**"), which grants emergency ingress/egress rights over portions of the Licensor Property (the "**Easement Premises**").

C. A segment of the Licensor Property connected to the Emergency Access Easement "**Connecting Area**" is necessary for emergency and pedestrian connectivity between the US-131 Highway and Clay Avenue across the Licensor Property.

D. Licensor is willing to grant Licensee a limited license over the Connecting Area on the terms set forth below.

NOW, THEREFORE, in consideration of the aforementioned facts and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of License.** During the Term (as defined below) of this License, Licensor grants to Licensee and Licensee's Agents a non-exclusive license to enter and pass over the Licensor Property solely for the purposes described in Section 2 (the "**License Rights**"). This License is appurtenant to and intended to function in conjunction with the Emergency Access Easement to provide a continuous emergency access route.

2. **Permitted Use.** Licensee and Licensee's Agents shall use the Connecting Area solely for emergency ingress and egress by emergency vehicles, emergency personnel, and ingress and egress by occupants, employees, and invitees of properties on Clay Avenue south of its

intersection with Buck Creek solely for emergency evacuation or access when normal access routes are impassable during an Emergency Condition (the "**Permitted Use**"). Emergency Condition means a flooding event or other condition posing an immediate threat to public safety that renders normal access routes impassable. No general public access or non-emergency routine travel is permitted unless approved in writing by Licensor.

3. **Location.** Historical routes, connection to Clay Avenue, and connection to US-131 Highway through the Connecting Area are located in Exhibit B. In an Emergency Condition, the parties agree to work collectively and expeditiously to identify a suitable route across the Connecting Area. The parties acknowledge that the connection point at US-131 Highway must be at a location approved by the Michigan Department of Transportation.

4. **Term; Revocation.** This License begins on the Effective Date and continues until terminated by mutual agreement of the parties (the "**Term**").

5. **Maintenance; Repair.**

(a) Licensee shall, at its sole cost, keep and maintain the Connecting Area only during periods of emergency use and shall have no obligation to perform routine or year-round maintenance.

(b) Licensor retains the right (but not the obligation) to perform maintenance or repairs if Licensee fails to do so and the condition presents safety concerns or interferes with Licensor's use. If Licensor performs such work, Licensee shall reimburse Licensor for reasonable costs, including reasonable attorneys' fees incurred to collect reimbursement.

(c) Licensee acknowledges and agrees that: (i) Licensee accepts the Connecting Area in its "as is" condition with all defects; and (ii) except as specifically provided herein, Licensor is not responsible to maintain or repair the Connection Area. Any damage to the Connection Area caused by Licensee or Licensee's Agents shall promptly be repaired by Licensee at Licensee's sole expense. If Licensee fails to promptly repair any such damage, the Licensor may do so and Licensee shall promptly reimburse the Licensor any expenses incurred by Licensor.

6. **Indemnification; Release.**

(a) Licensee shall indemnify, defend, and hold Licensor and its affiliates, officers, employees, and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, paid or incurred by Licensor as a result of or in connection with (i) Licensee's and/or Licensee's Agents' use of the Connecting Area, (ii) any breach by Licensee or Licensee's Agents of any covenant or condition of this License, and/or (iii) Licensee's and/or Licensee's Agents' negligent use, intentional misuse, or neglect of the equipment or trade fixtures located in the Connecting Area. In case any action or proceeding is brought against any Indemnified Party by reason of any such claim,

Licensee, upon written notice from Licensor, will, at Licensee's expense, resist or defend such action or proceeding by counsel chosen by Licensor in writing.

(b) Licensee agrees to release and hold Licensor and the Indemnified Parties harmless from any and all liabilities, obligations, damages, penalties, claims, whether known or unknown, costs and expenses, including reasonable attorneys' fees, paid or incurred by Licensee arising from (i) Licensee's use of the Connecting Area or Licensor's Property, or any equipment or fixtures located thereon; or (ii) Licensee's inability to use the Connecting Area due to repair, maintenance, or any other reason.

(c) IN NO EVENT SHALL LICENSOR OR ANY INDEMNIFIED PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

7. **Assignment.** This Agreement and the license granted herein are personal to Licensee. Licensee shall not assign or transfer its rights under this license without the prior written consent of Licensor; provided however, Licensee may assign this license to any successor to Licensee's interest without Licensor's consent. Licensor may assign this Agreement to any successor owner of the Premises.

8. **Notices.** All notices, demands, and requests given or required to be given pursuant to this License shall be in writing. All notices shall be deemed to have been properly given if served in person by messenger or courier, sent by United States registered or certified mail, postage prepaid, return receipt requested, or if sent by recognized overnight courier, postage prepaid, addressed to the address set forth above or such other address as each party may designate.

9. **Amendment or Modification.** Except as otherwise provided in this paragraph, the License shall be amended only by a written instrument signed by Licensor and Licensee. If Licensor develops the property.

10. **No Interest or Estate.** Licensee expressly agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Connecting Area or Licensor's Property by virtue of the rights granted under this License or its occupancy or use under this License.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns. Licensor shall notify any successor owner of the Licensor Property of the existence of the License.

12. **Miscellaneous.** The failure of Licensor or Licensee to insist upon the strict performance of any covenant of this License shall not be a waiver for the future of such covenant.

Should any paragraph, subparagraph, or provision of this License be declared to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the License as a whole or any part thereof. The parties shall renegotiate, if possible, the invalid/unenforceable provision in a manner consistent with the original intent. This License shall be interpreted pursuant to the laws of the State of Michigan. This License contains the entire agreement between the parties and any or all prior or contemporaneous oral or written agreements made on behalf of either party shall be of no force and effect. This License shall not be recorded. All obligations arising prior to the termination of this License and all provisions of this License allocating responsibility or liability between the parties, including without limitation, the indemnity provisions, shall survive the termination of this License. No obligation which survives the termination of this License shall give Licensee any interest in the Connecting Area or Licensor's Property nor have the effect of extending the Term. This License may be signed in one or more counterparts, and by different parties to this License on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Digital signatures (e.g. DocuSign), or scanned and electronically transmitted signatures on this License or any notice delivered pursuant to this License, shall be deemed to have the same legal effect as original signatures on this License.

[Signature Page Follows]

The undersigned have executed this License on the day and year first written above.

LICENSOR

575 56th St., LLC

Edwin Rietman
By: Edwin Rietman Its Member

STATE OF MICHIGAN)
) ss.
COUNTY OF Allegan)

The foregoing instrument was acknowledged before me in Allegan County, Michigan, this 1 day of April, 2026, by Edwin Rietman, known to me as the Member of the Grantor.



[Signature]
Notary Public, Allegan Co., MI
Acting in the County of Allegan
My commission expires: 3/3/2032

[This space intentionally left blank]

The undersigned have executed and accepted this License on the day and year first written above.

LICENSEE

City of Wyoming, a municipal corporation

By: _____ Its _____

By: _____ Its _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me in _____ County, Michigan, this _____ day of _____, _____, by _____, on behalf of the City of Wyoming, and not individually.

Notary Public, _____ Co., MI
Acting in the County of _____
My commission expires: _____

Approved as to form:

Date: _____, 2026

This instrument prepared by:

EXHIBIT A

Licensor's Property

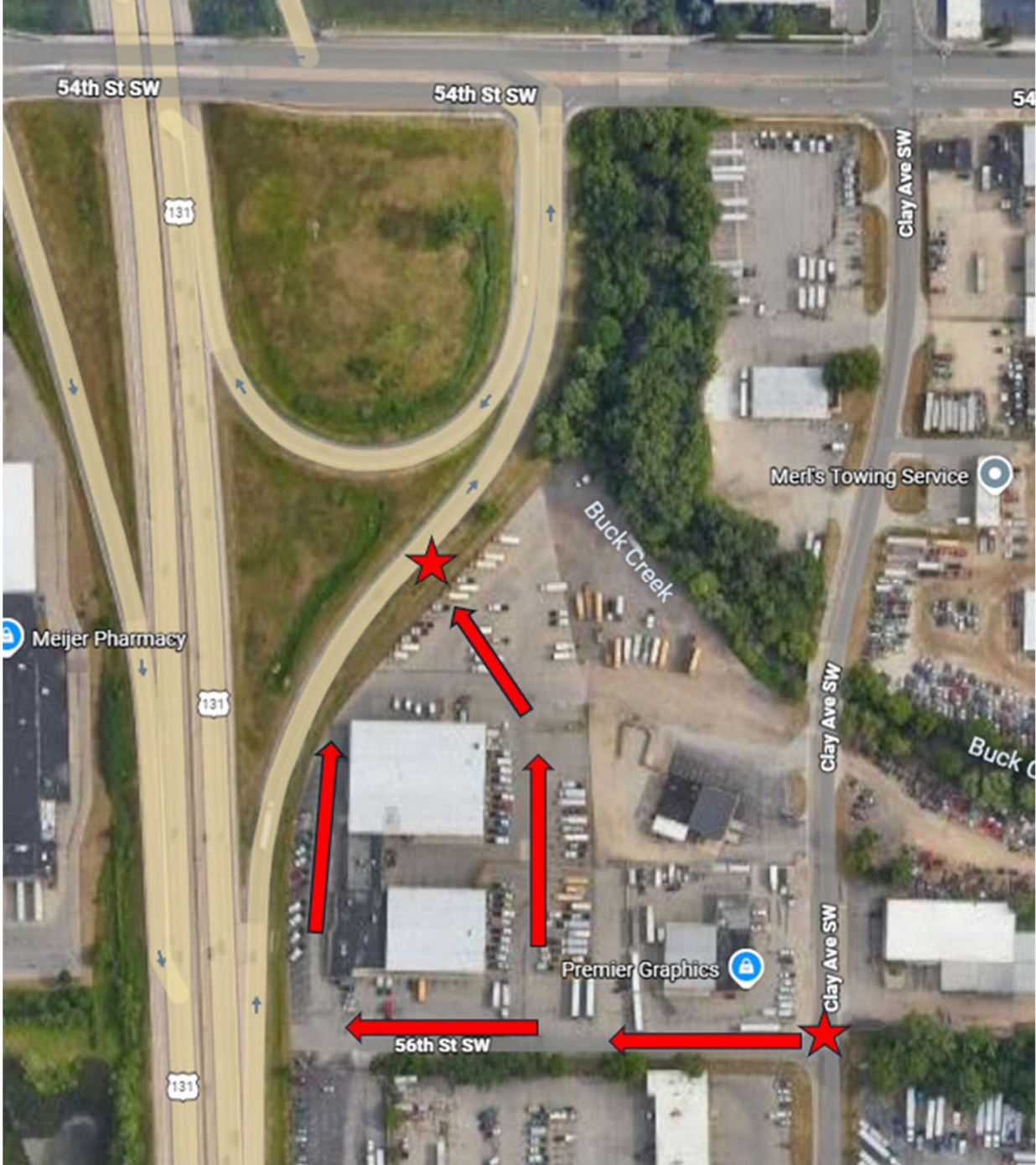
PART OF NW 1/4 COM 265.0 FT N 4D 11M 30SW ALONG W 1/8 LINE & 191.30 FT N 19D 29M 30S E FROM E&W 1/4 LINE TH N 35D 39M 30S E 470.47 FT TH N 88D 29M 30S E TOW LINE OF FISHER STATION TH SALONG SD W LINE TO SW COR SD PLAT TH EALONG S LINE OF SD PLAT TOW LINE OF RELOCATED CLAY AVE /66 FT WIDE/TH SLY ALONG W LINE OF SD AVE TO E&W 1/4 LINE TH W ALONG E&W 1/4 LINE TO BEG EX THAT PART LYING W OF A LINE DESCAS -COM 154.40 FT N 4D 11M 30S W ALONG W 1/8 LINE FROM E&W 1/4 LINE TH N 3D 13M 53S E 130.31 FT TH N 17D 19M 36S E 156.0 FT TH N 37D 04M 42S E 85.0 FT TH N 43D 35M 42S E 342.0 FT TH N 16D 49M 11 SE 248.88 FT TO PT OF ENDING & EX COM 478.61 FT N 88D 12M 1 OS E ALONG E&W 1/4 LINE & 241.38 FT N 4D 11M 30SW PAR WITH W 1/8 LINE FROM SW COR E 1/2 NW 1/4 TH N 4D 11M 30SW 200.0 FT TO A LINE WHICH IS 450 FT N FROM /MEAS PERP TO/CL OF 56TH ST TH N 88D 29M 30S E 234.13 FT PAR WITH SD CL TO WLY LINE OF RELOCATED CLAY AVE /66 FT WIDE/TH SLY ALONG SD WLY LINE TO A LINE BEARING N 88D 29M 30S E FROM BEG TH S 88D 29M 30SW 228.72 - FT TO BEG & EX COM 170.94 FT N 88D 08M 30S EALONG S LINE OF FISHER'S STATION & 16.25 FTS ~ 4D 18M 00S E & 55.54 FT S 9D 38M 49S W FROM SW COR OF SD PLAT TH SLY 125.0 FT ALONG WLY LINE OF CLAY AVE ON A 1033.0 FT RAD CURVE TO LT /LONG CHORD BEARS S 4D 38M 25SW 124.93 FT/TH S 88D 29M 30S W 10.0 FT TH NLY PAR WITH WLY OF SD AVE 126.67 FT PN A 1043.0 FT RAD CURVE TO RT /LONG CHORD BEARS N 4D 37M 38S E 126.61 FT/TH S 81 D 53M 36S E 10.0 FT TO BEG * SEC 36 T6N R12W 9.43A.

Parcel No.: 41-17-36-180-004

Street Address: 575 56th St SW, Wyoming, Michigan 49423

The property address and tax parcel number listed above are provided solely for informational purposes, without warranty as to accuracy or completeness. If the information listed above is inconsistent in any way with the legal description, the legal description shall control.

Exhibit B
Historical Routes and Connection Points to Clay Avenue and US-131 Highway



EASEMENT FOR INGRESS AND EGRESS
DURING EMERGENCY CONDITIONS

THIS EASEMENT AGREEMENT FOR INGRESS AND EGRESS DURING EMERGENCY CONDITIONS is made and entered into this 1st day of April, 2026, by and between **575 56TH ST., LLC**, a Michigan limited liability company, whose address is 840 Interchange Dr, Holland, Michigan 49423, ("Grantor"), and **CITY OF WYOMING, MICHIGAN**, a Michigan municipal corporation, whose address is 1155 28th St SW, Wyoming, Michigan 49509 ("Grantee").

RECITALS

- A. Grantor owns a certain parcel of land located in City of Wyoming, Kent County, Michigan, which is legally described on Exhibit 1 attached hereto ("Grantor Parcel").
- B. Grantors wish to provide the Grantee with easement rights for ingress and egress during Emergency Conditions.
- C. "Emergency Condition" means any event or circumstance in which temporary vehicular or pedestrian access over the Grantor Parcel by the Grantee, emergency responders, or members of the general public is necessary for public safety purposes.

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Easement.** For the sum of One Dollar (\$1.00) Grantors hereby grant to Grantee a non-exclusive, perpetual easement appurtenant ("Easement") over and across those portions of Grantor Parcel, legally described in Exhibit 2 and depicted in Exhibit 3 ("Easement Premises") attached hereto for ingress and egress for ingress and egress during Emergency Conditions.
2. **Use of Easement.** Grantee, emergency service providers, and members of the general public shall have the limited right to use the Easement granted by Grantors for ingress and egress during Emergency Conditions, over and across the Grantor Parcel. No general public access or non-emergency routine travel is permitted unless approved in writing by Grantor.

3. **Non-exclusive.** The easement rights granted herein are not exclusive. Grantor expressly reserves the right to use and to grant to others the non-exclusive right to use that portion of Grantor's parcels subject to the Easement, provided that such use does not interfere with the easement rights granted herein.

4. **Maintenance and Repair.** Grantee shall maintain the Easement Premises and all improvements within, on, or under in a condition that is safe, attractive, and usable for vehicular and pedestrian access during Emergency Conditions, including ambulances and fire trucks. Notwithstanding the foregoing, Grantor shall have the right, but not the obligation, to repair, maintain or replace the Easement Premises and all improvements within, on, or under it to the same condition, in such event Grantee shall reimburse Grantor for all of the cost of doing so, including attorney fees incurred with respect to the repairs, maintenance, replacement, enforcement and collection. All repairs, maintenance or replacement of the Easement Premises and any improvements within, on, or under, whether performed by Grantor or Grantee, shall be performed in a careful and prudent manner, and shall be at Grantee's expense. Any damage or disturbance caused by Grantee's permitted use of the Easement Premises shall be promptly repaired, and the Easement Premises restored to its original condition, at Grantee's expense.

5. **Waiver of Claims.** In consideration for the granting of this Emergency Access Easement, Grantee, hereby waives any and all claims, demands, causes of action, or liabilities against Grantor and Grantor's successors and assigns for any damage to property, injury to persons, or other loss suffered by the City arising out of or related to the City's entry upon the Easement Premises during Emergency Conditions. Grantee assumes all risk of loss or damage to its equipment, vehicles, personnel, or improvements resulting from such emergency access and use.

6. **Run with the Land.** All provisions of this Easement for Ingress and Egress, including the benefits and burdens, shall run with the land and be binding on all owners and all heirs, successors, assignees, tenants and personal representatives of the owners of either Parcel.

7. **Default Remedies.** In the event a party defaults on their obligations under this Easement, any party may commence an action to enforce this Easement for Ingress and Egress. The parties agree that, due to the nature of this easement, damages will not be sufficient, and that injunctive relief will be appropriate to enforce this Easement for Ingress and Egress. The prevailing party shall be entitled to recover its costs and attorney fees incurred to enforce this Easement for Ingress and Egress.

8. **Interpretation.** The rule of strict construction does not apply to this Easement for Ingress and Egress. It shall be given a reasonable and liberal construction so that the intention of the owners of the Parcels to retain a useable right of enjoyment is carried out.

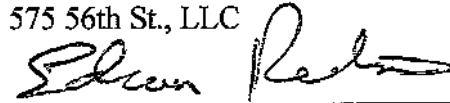
9. **Amendment.** This Easement for Ingress and Egress may be amended, but only with the written consent of both parties.

This instrument is exempt from County Real Estate Transfer Tax pursuant to MCL 207.505(a) and from State Real Estate Transfer Tax pursuant to MCL 207.526(a).

The undersigned have executed this Easement for Ingress and Egress During Emergency Conditions on the day and year first written above.

GRANTOR

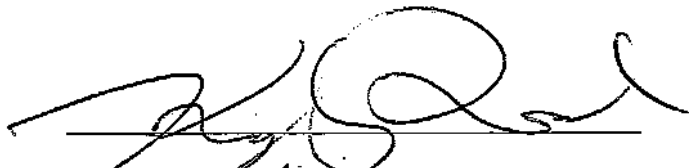
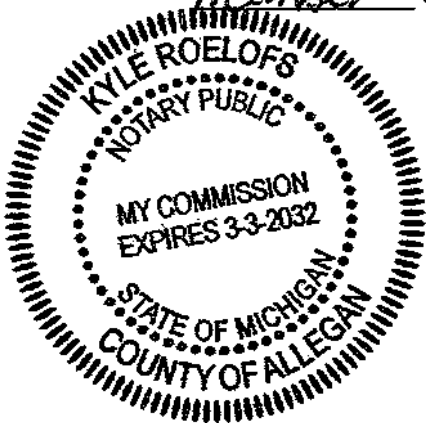
575 56th St., LLC



By: Edwin Rietman Its member

STATE OF MICHIGAN)
) ss.
COUNTY OF Allegan)

The foregoing instrument was acknowledged before me in Allegan County, Michigan, this 1 day of April, 2026 by Edwin Rietman, known to me as the member of the Grantor.



Notary Public, Allegan Co., MI
Acting in the County of Allegan
My commission expires: 3/3/2032

[This space intentionally left blank]

The undersigned have executed and accepted this Easement for Ingress and Egress on the day and year first written above.

GRANTEE

City of Wyoming, a municipal corporation

By: _____ Its _____

By: _____ Its _____

STATE OF MICHIGAN)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me in _____ County, Michigan, this _____ day of _____, _____, by _____, on behalf of the City of Wyoming, and not individually.

Notary Public, _____ Co., MI
Acting in the County of _____
My commission expires: _____

Approved as to form:

Date: _____, 2026

This instrument prepared by:

Exhibit 1

“Grantor Parcel”

Property Address: 575 56th St SW, Wyoming, Michigan 49423

PART OF NW 1/4 COM 265.0 FT N 4D 11M 30SW ALONG W 1/8 LINE & 191.30 FT N 19D 29M 30S E FROM E&W 1/4 LINE TH N 35D 39M 30S E 470.47 FT TH N 88D 29M 30S E TOW LINE OF FISHER STATION TH SALONG SD W LINE TO SW COR SD PLAT TH EALONG S LINE OF SD PLAT TOW LINE OF RELOCATED CLAY AVE /66 FT WIDE/TH SLY ALONG W LINE OF SD AVE TO E&W 1/4 LINE TH W ALONG E&W 1/4 LINE TO BEG EX THAT PART LYING W OF A LINE DESCAS -COM 154.40 FT N 4D 11M 30S W ALONG W 1/8 LINE FROM E&W 1/4 LINE TH N 3D 13M 53S E 130.31 FT TH N 17D 19M 36S E 156.0 FT TH N 37D 04M 42S E 85.0 FT TH N 43D 35M 42S E 342.0 FT TH N 16D 49M 11 SE 248.88 FT TO PT OF ENDING & EX COM 478.61 FT N 88D 12M 1 OS E ALONG E&W 1/4 LINE & 241.38 FT N 4D 11M 30SW PAR WITH W 1/8 LINE FROM SW COR E 1/2 NW 1/4 TH N 4D 11M 30SW 200.0 FT TO A LINE WHICH IS 450 FT N FROM /MEAS PERP TO/CL OF 56TH ST TH N 88D 29M 30S E 234.13 FT PAR WITH SD CL TO WLY LINE OF RELOCATED CLAY AVE /66 FT WIDE/TH SLY ALONG SD WLY LINE TO A LINE BEARING N 88D 29M 30S E FROM BEG TH S 88D 29M 30SW 228.72 - FT TO BEG & EX COM 170.94 FT N 88D 08M 30S EALONG S LINE OF FISHER'S STATION & 16.25 FTS ~ 4D 18M 00S E & 55.54 FT S 9D 38M 49S W FROM SW COR OF SD PLAT TH SLY 125.0 FT ALONG WLY LINE OF CLAY AVE ON A 1033.0 FT RAD CURVE TO LT /LONG CHORD BEARS S 4D 38M 25SW 124.93 FT/TH S 88D 29M 30S W 10.0 FT TH NLY PAR WITH WLY OF SD AVE 126.67 FT PN A 1043.0 FT RAD CURVE TO RT /LONG CHORD BEARS N 4D 37M 38S E 126.61 FT/TH S 81 D 53M 36S E 10.0 FT TO BEG * SEC 36 T6N R12W 9.43A.

Parcel No.: 41-17-36-180-004

Street Address: 575 56th St SW, Wyoming, Michigan 49423

The property address and tax parcel number listed above are provided solely for informational purposes, without warranty as to accuracy or completeness. If the information listed above is inconsistent in any way with the legal description, the legal description shall control.

Exhibit 2

("Easement Premises")

AN EASEMENT BEING PART OF THE SOUTHWEST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

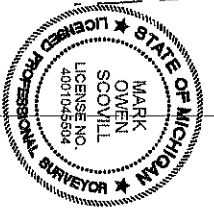
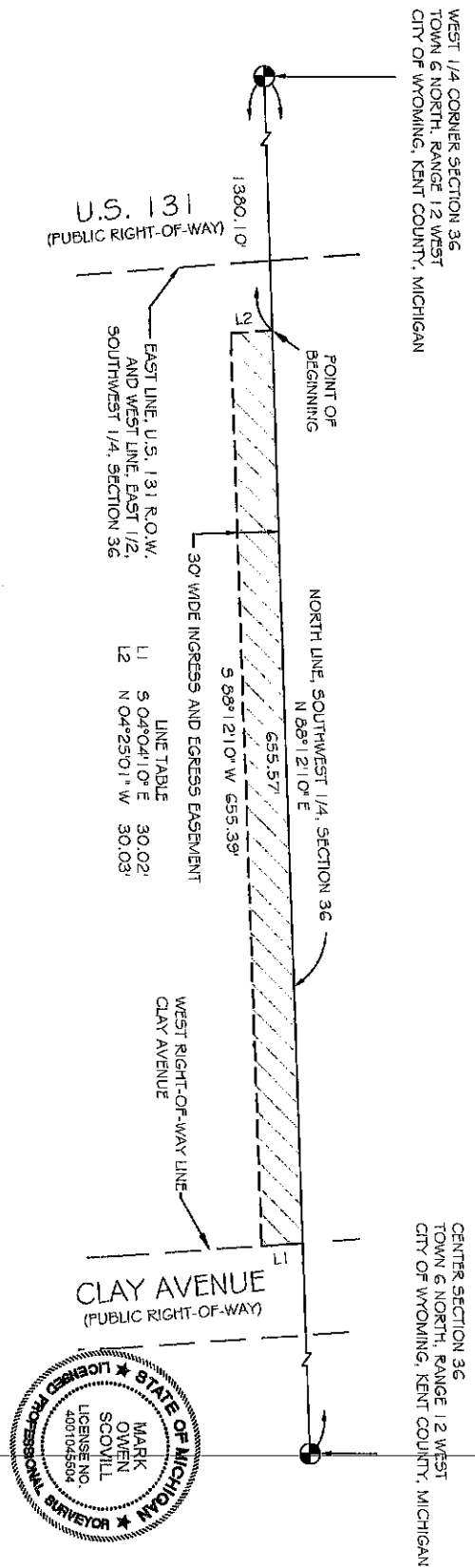
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 36; THENCE NORTH 88 DEGREES 12 MINUTES 10 SECONDS EAST 1380.10 FEET ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 36 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 36, NORTH 88 DEGREES 12 MINUTES 10 SECONDS EAST 655.57 FEET TO THE WEST RIGHT OF WAY LINE OF CLAY AVENUE; THENCE SOUTH 04 DEGREES 04 MINUTES 10 SECONDS EAST 30.02 FEET ALONG THE WEST RIGHT OF WAY LINE OF CLAY AVENUE; THENCE SOUTH 88 DEGREES 12 MINUTES 10 SECONDS WEST 655.39 FEET; THENCE NORTH 04 DEGREES 25 MINUTES 01 SECONDS WEST 30.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.451 ACRES OF LAND, MORE OR LESS.

Exhibit 3
("Survey Diagram")

See attached.

EXHIBIT
EASEMENT FOR INGRESS AND EGRESS
 FOR: WEST MICHIGAN INTERNATIONAL



DESCRIPTION FOR 30' WIDE INGRESS AND EGRESS EASEMENT:

AN EASEMENT BEING PART OF THE SOUTHWEST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 36; THENCE NORTH 89 DEGREES 12 MINUTES 10 SECONDS EAST 1380.10 FEET ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 36 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 36, NORTH 89 DEGREES 12 MINUTES 10 SECONDS EAST 655.57 FEET TO THE WEST RIGHT OF WAY LINE OF CLAY AVENUE; THENCE SOUTH 04 DEGREES 04 MINUTES 10 SECONDS EAST 30.02 FEET ALONG THE WEST RIGHT OF WAY LINE OF CLAY AVENUE; THENCE SOUTH 89 DEGREES 12 MINUTES 10 SECONDS WEST 655.39 FEET; THENCE NORTH 04 DEGREES 25 MINUTES 01 SECONDS WEST 30.03 FEET TO THE POINT OF BEGINNING. CONTAINING 0.451 ACRES OF LAND, MORE OR LESS.

Date revised	By
Date revised	By

<p>LEGEND</p> <ul style="list-style-type: none"> SECTION CORNER SECTION LINE ROAD RIGHT-OF-WAY EASEMENT AREA

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

Drawn By	MAB	Checked By	MOS	Surveyed By	N/A
Date	03-05-2026	Sheet	1	of	1
City or State	CITY OF WYOMING				
Section	SECTION 36, T6N, R12W				
Job No.	25-09-028				

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AUTOMATIC AID AGREEMENT BETWEEN THE WYOMING FIRE DEPARTMENT AND THE BYRON TOWNSHIP FIRE DEPARTMENT PROVIDING EMERGENCY APPARATUS RESPONSE FOR STRUCTURE FIRES AND HIGHWAY INCIDENTS.

WHEREAS:

1. As detailed in the attached Staff Report and automatic aid agreement, it is recommended the City Council accept the written agreement to provide emergency apparatus response to highway incidents and structure fires to a specific geographic area within Byron Township.
2. Each agency will provide staff and apparatus to respond in a specific geographic area for highway incidents and structure fire response.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council does hereby accept the automatic aid agreement between the Byron Township Fire Department and Wyoming Fire Department providing automatic aid for highway incidents and structure fire response in a specific geographic area within Byron Township and the City of Wyoming.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.
3. The Council approves the amendment and authorizes the City Manager to approve "minor" amendments to the box-card agreements going forward

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held April 6, 2026.

Kelli VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Automatic Aid Agreement
Box Card Maps

Resolution No. _____

STAFF REPORT

Date: March 19, 2026
Subject: Automatic Aid Agreement
From: Dennis Van Tassell, Fire Chief
CC: Public Safety Chief, Kip Snyder
Meeting Date: April 6, 2026

RECOMMENDATION:

It is recommended that the city authorize an agreement between the Byron Township Fire Department, and the City of Wyoming Fire Department in providing aid to each municipality for highway incidents and structure fire response. Each Fire Department will automatically respond with a fire apparatus to a defined response district to assist with highway incidents or fire suppression.

ALIGNMENT WITH STRATEGIC PLAN:

- Safety
 - Goal 1- Implement proactive public safety initiatives
- Stewardship
 - Goal 2- Enhance efficiency of city operations

DISCUSSION:

The City of Wyoming entered into an emergency automatic aid agreement extension through MABAS in December 2023. MABAS is the mutual Aid Box Alarm System. Its intent is to provide assistance amongst municipalities during emergency events.

With the opening of the Division Avenue Fire Station, the Wyoming Fire Department has available personnel to assist the Byron Township Fire Department in fire suppression on the north side of their township and highway related incidents. In exchange, the Byron Township Fire Department will provide fire suppression assistance to the south side of the City of Wyoming and highway related incidents. Since the original agreement was signed, Byron Township has added a second fire station enhancing their availability to respond to assist the City of Wyoming. The automatic aid agreement will benefit both municipalities in effectiveness and efficiency.

The Wyoming Fire Department will respond to structure fires, with one Battalion Chief (Car 3), and one machine and at least two personnel, to the Kent County Dispatch Authority Byron Township Box Cards: 10,11,12,13,15,16,18,20. In addition, Wyoming Utility 4 will respond to highway incidents the Kent County Dispatch Authority Byron Township Box Cards located in the general geographic area of: 6000-6800 Southbound US 131, and the Southbound US 131 ramp to Westbound M-6.

The Byron Township Fire Department will respond to Kent County Dispatch Authority Wyoming Box Cards: 8,10,11,15,20,24,26,37,39,40,41,44 for structure fires with one machine.

BUDGET IMPACT:

There is no budget impact on this agreement.

Attachment(s):

Resolution

Box Card Map(s)

Auto Aid Agreement

WYOMING FIRE DEPARTMENT

&

BYRON TOWNSHIP FIRE DEPARTMENT

FIRE SERVICE AUTOMATIC AID AGREEMENT

FOR STRUCTURE FIRE AND HIGHWAY INCIDENT RESPONSE

THIS AGREEMENT made and entered into by the Wyoming Fire Department and the Byron Township Fire Department on April 6, 2026.

WHEREAS, the parties are located in geographic proximity to each other; and

WHEREAS, it is to their mutual advantage and benefit that each other of the parties agree to provide supplemental Fire Response for specific incidents through Initial Emergency Automatic Aid response using full time, part time, and paid on call personnel; and

WHEREAS, the parties are authorized to enter into this agreement by virtue of the provisions of Act 35 of Michigan Public Acts of 1951, as amended, being MSA 5.4081 et seq., MCLA 124.1 et seq.; and Act 7 of Michigan Public Acts of 1967, Extra Session, as amended, being MSA 5.4088(1), MCLA 124.501 et seq.

NOW, THEREFORE, the parties agree:

1. To provide Initial Emergency Automatic Aid Response to structure fires and highway incidents in designated areas, in accordance with this Agreement and adopted protocols as provided for herein.
2. With respect to any response, overall authority and responsibility shall remain with the Incident Commander of the jurisdiction in which the response takes place.
3. No party to this Agreement shall be required to compensate any other party to this Agreement for services provided. The mutual advantages and benefits afforded by this Agreement are considered adequate compensation to all parties. However, nothing in this Agreement prohibits any party from recovering from third parties its costs or the costs of other participating jurisdictions pursuant to local ordinances.
4. All costs incurred as a result of providing Initial Emergency Automatic Aid, including, without limitation, wage and disability payments, pension and Workmen's Compensation claims, damage to equipment and clothing and medical expenses of personnel shall be paid by the jurisdiction regularly employing such personnel and/or providing regular wages and benefits or owning such equipment.
5. It is mutually understood that each of the parties, their officers, agents and employees, in carrying out this Agreement are engaged in a governmental function as defined in Act 170 of Public Acts of 1964, as amended, are entitled to all immunities under the law and are acting pursuant to and under the authority granted by Michigan law.
6. It is the intent of this Agreement that each party shall bear sole responsibility for the acts or omissions of its personnel or agents in providing Initial Emergency Automatic Aid Response services pursuant to this Agreement. Each party shall indemnify and hold

harmless all other parties, their officers, agents and employees against all claims or liabilities, including attorney's fees, caused by a negligent act or omission of the indemnifying party, its officers, agents or employees in the performance of non-performance of providing Initial Emergency Automatic Aid Response services pursuant to this Agreement.

7. To carry public liability insurance covering the acts or omissions of its respective fire department and their officers, agents, and employees in the performance of services provided for herein.
8. This Agreement is not intended to benefit any third party or create a special relationship or duty of any nature with or to any third party and no third party shall have any right of action hereunder for any cause whatsoever.
9. This Agreement shall become effective upon approval and signature by the governing bodies of the participating jurisdictions. The clerk of each participating jurisdiction shall be provided with a signed copy of this agreement.
10. Any party to this Agreement may withdraw at any time by providing thirty (30) days prior written notice of withdrawal to all other parties.
11. This Agreement shall be in addition to any existing mutual aid or automatic aid agreement between any of the signed parties.
12. This Agreement may be amended at any time. An amendment must be made in writing and signed by all parties to become effective.
13. This Agreement constitutes the complete Agreement and understanding between the parties regarding all matters detailed herein. This Agreement shall be construed, governed and controlled by the laws of the State of Michigan.
14. If any provision or portion of this Agreement is held invalid, or otherwise not enforceable under applicable statute or rule of law, only that provision or portion shall be deemed omitted from this Agreement and only to the extent which is held invalid. The remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties through their respective Mayor or Manager first thereunto duly authorized by their governing body/s.

Witnessed by

Date

Authorized Signature,

Title

City of Wyoming

Witnessed by

Date

Authorized Signature,

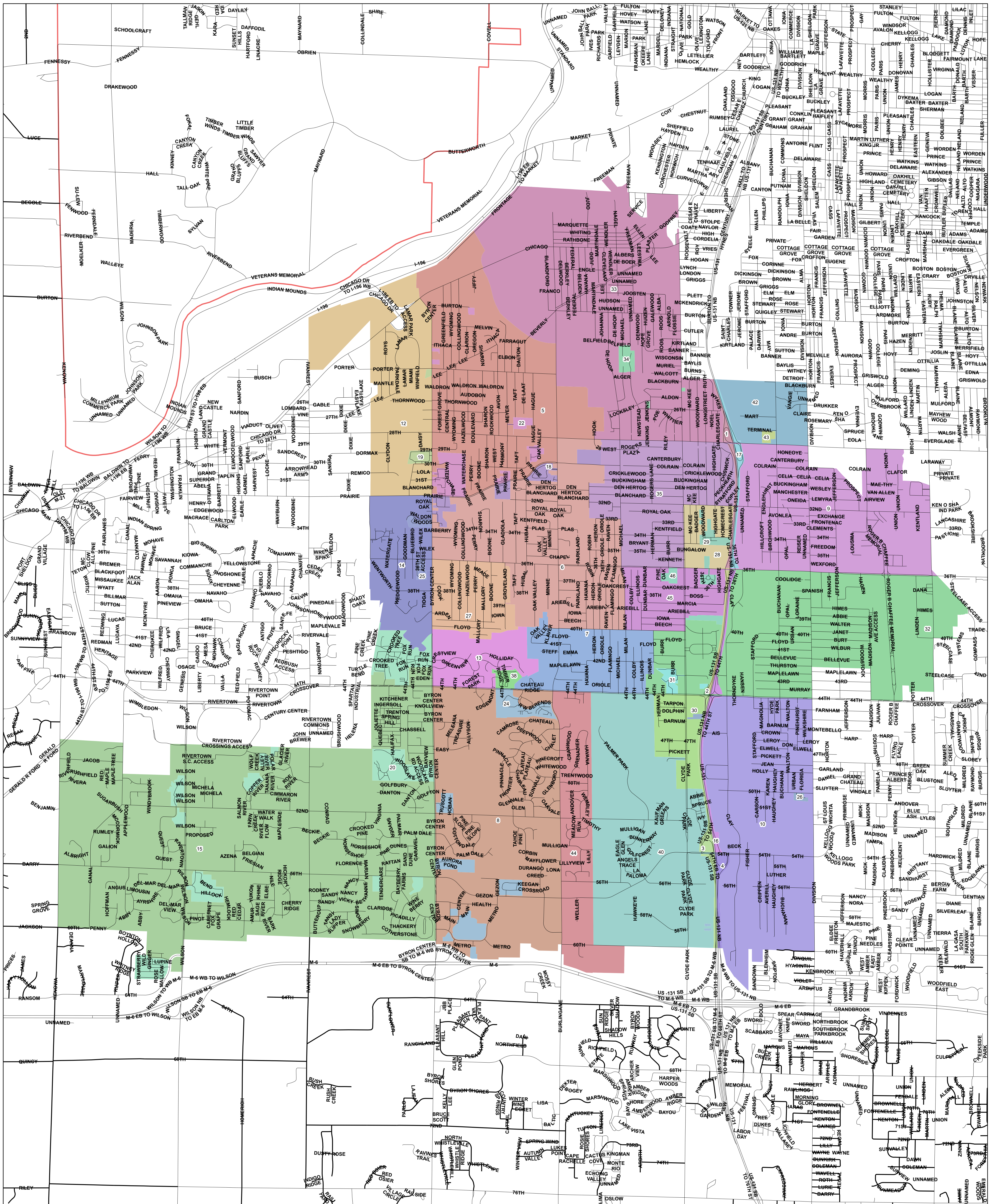
Title

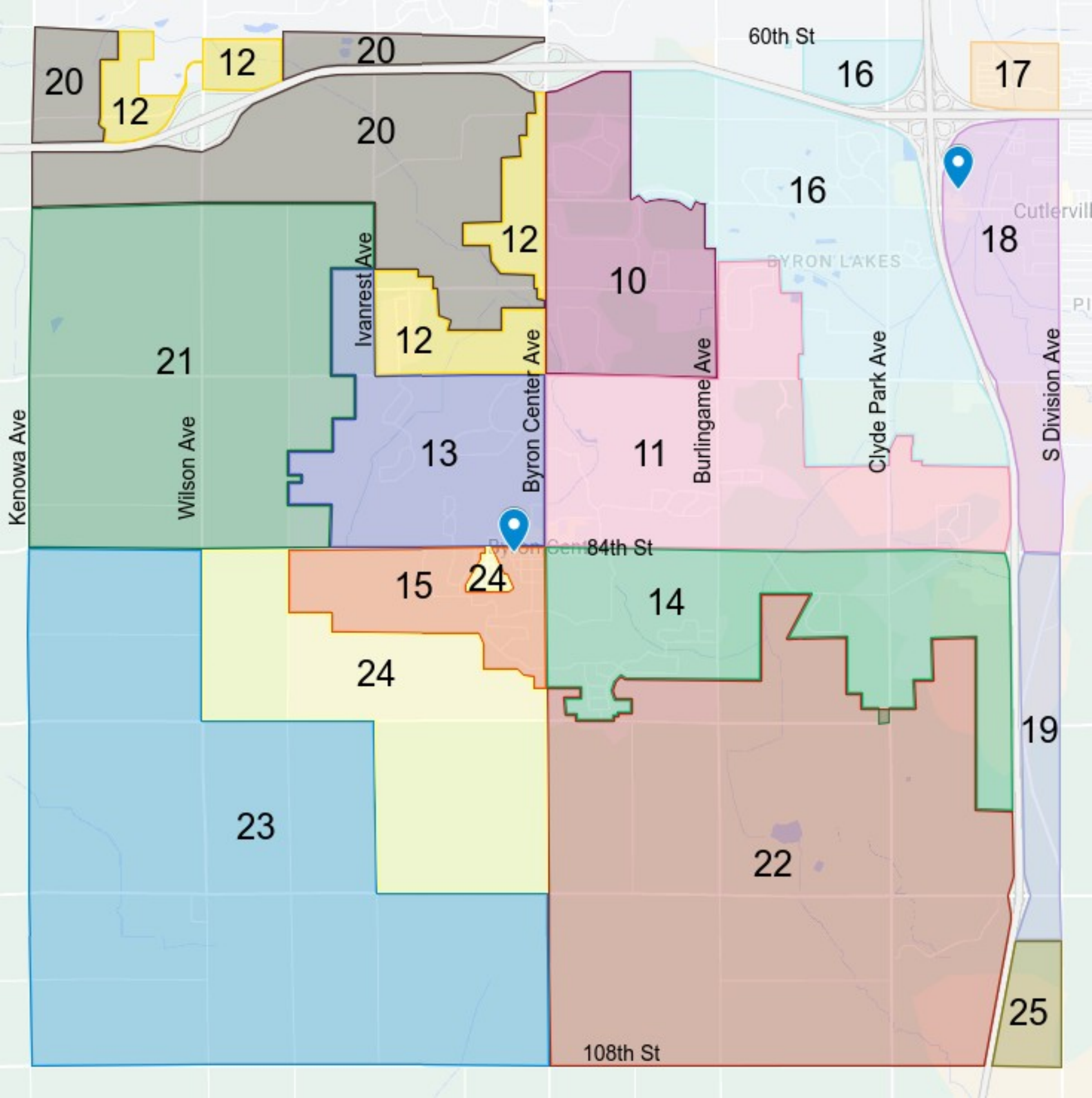
Byron Township

FIRE DEPARTMENT INITIAL EMERGENCY AUTOMATIC AID RESPONSE PROTOCOL

- Boundaries of designated response areas for the Wyoming Fire Department.
 - a. Wyoming Fire Department will respond to structure fires, with one Battalion Chief (Car 3), and one machine and at least two personnel, to the Kent County Dispatch Authority Byron Township Box Cards: 10,11,12,13,15,16,18,20.
 - b. Wyoming Utility 4 will respond to highway incidents the Kent County Dispatch Authority Byron Township Box Cards located in the general geographic area of: 6000-6800 Southbound US 131, and the Southbound US 131 ramp to Westbound M-6.
- Boundaries of designated response areas for the Byron Township Fire Department.
 - a. The Byron Township Fire Department will respond to structure fires, with one machine, to Kent County Dispatch Authority Wyoming Box Cards: 8, 10, 11,15, 20, 24, 26, 37, 39, 40, 41, 44.

Wyoming Fire Beat Map





RESOLUTION NO. _____

TO AUTHORIZE THE WRITE-OFF OF DELINQUENT
2020 CITY PERSONAL PROPERTY TAXES

WHEREAS:

1. Delinquent personal property taxes remain outstanding for the 2020 tax year.
2. Per Public Act 206 (Property Tax Act) of the State of Michigan, delinquent personal property taxes that have been outstanding five years or more may be written off.
3. The City Treasurer's Office has made a diligent attempt to collect the outstanding balances and believes that the delinquent amounts will not be recovered.
4. The City Treasurer's Office is requesting City Council to approve the write-off of \$570.44 in delinquent 2020 personal property taxes.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby authorizes the write-off of \$570.44 in delinquent 2020 personal property taxes.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

2020 Delinquent Personal Property List

Waiver and Consent Form

Statement of Attempt to Collect

Resolution No. _____

Date: March 31, 2026
Subject: Write-Off of 2020 Delinquent Personal Property Taxes
From: Traci Shaffer, Treasurer
Meeting Date: April 6, 2026

RECOMMENDATION:

It is recommended that the City Council authorize the write-off of 2020 delinquent personal property taxes in the amount of \$570.44 pursuant to Public Act 206 (Property Tax Act).

ALIGNMENT WITH STRATEGIC PLAN:

The City Treasurer is charged with collecting all personal property taxes billed to property owners and businesses. To keep collection costs reasonable, PA 206 (Property Tax Act) allows personal property taxes delinquent for five years or more to be written off if the Treasurer determines they are uncollectible.

DISCUSSION:

According to PA 206 (Property Tax Act) 2011.56a, delinquent personal property taxes may be written off after five years of delinquency. The write-off procedure requires a resolution from each taxing jurisdiction granting permission. I am seeking permission to write off the delinquent 2020 City ad valorem taxes in the amount of \$570.44. An itemized listing is attached for your reference.

We have made efforts to collect all the listed outstanding taxes and have determined them to be uncollectable.

Once the City Council has passed a resolution, the documentation must be approved by the District Court. Rather than burden the Court with petitions from each jurisdiction, the Kent County Treasurer's Association compiles the resolutions from each unit and presents them as one case for review by the Judge. All participating Kent County Treasurers are presenting a petition to strike the 2020 and prior years' taxes.

BUDGET IMPACT:

The write-off will reduce the overall City tax revenue by \$570.44.

Attachment(s):
2020 Delinquent Personal Property List
Waiver and Consent Form
Statement of Attempt to Collect

CITY OF WYOMING

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

March 12, 2026

City of Wyoming
Mrs. Traci Shaffer
Treasurer
1155 28th St SW
PO Box 905
Wyoming, MI 49509

Re: Petition of City of Wyoming Treasurer to
Strike Personal Property Taxes from the Tax Rolls

Dear Mrs. Shaffer:

In accordance with Section 211.56A of the tax law, personal property taxes that have been delinquent for five years shall be stricken from the tax rolls.

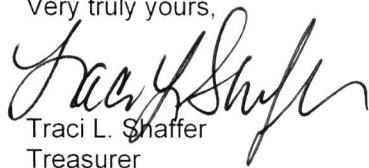
I enclose at this time a "Waiver and Consent" form regarding the 2020 personal property taxes.

The amount of tax being stricken from the rolls concerning City of Wyoming is shown on the attached Exhibit "A", along with a statement of the attempt to collect these taxes.

If you have any questions, please call me at 616-261-3582. Otherwise, please obtain the necessary approval on the enclosed waiver and consent and return the original copy to me by April 15, 2026.

Thank you very much for your prompt attention to this matter. We appreciate your cooperation.

Very truly yours,


Traci L. Shaffer
Treasurer

Tax Year: 2020 Calculated As of: 12/31/2025
 POPULATION: All Records

SCHOOL: 41010 YEAR: 2020

TAX TYPE	TAX NAME	MILLS	BILLED	PAID	DUE
STATE EDUCATION	State Educ. Tax	6.00000	0.00	0.00	0.00
G.R. SCHOOL OP	School Operating	18.00000	0.00	0.00	0.00
G.R. SCHOOL DEBT	School Debt	4.85000	148.89	148.89	0.00
G.R. OP FC	School Operating	18.00000	0.00	0.00	0.00
TOTALS: SCHOOL 41010 2020			148.89	148.89	0.00

SCHOOL: 41020 YEAR: 2020

TAX TYPE	TAX NAME	MILLS	BILLED	PAID	DUE
STATE EDUCATION	State Educ. Tax	6.00000	2,003.43	1,946.43	57.00
GODWIN OP	School Operating	9.00000	2,980.18	2,923.18	57.00
GODWIN DEBT	School Debt	2.56000	2,543.02	2,494.38	48.64
GODWIN OP FC	School Operating	0.00000	0.00	0.00	0.00
TOTALS: SCHOOL 41020 2020			7,526.63	7,363.99	162.64

SCHOOL: 41026 YEAR: 2020

TAX TYPE	TAX NAME	MILLS	BILLED	PAID	DUE
STATE EDUCATION	State Educ. Tax	6.00000	707.75	588.26	119.49
WYOMING SCH OP	School Operating	18.00000	707.75	588.26	119.49
WYOMING SCH DEBT	School Debt	6.13350	62,568.06	62,445.93	122.13
WYOM OP FC	School Operating	0.00000	0.00	0.00	0.00
TOTALS: SCHOOL 41026 2020			63,983.56	63,622.45	361.11

SCHOOL: 41120 YEAR: 2020

TAX TYPE	TAX NAME	MILLS	BILLED	PAID	DUE
STATE EDUCATION	State Educ. Tax	6.00000	30.00	0.00	30.00
GODFREY-LEE OP	School Operating	18.00000	30.00	0.00	30.00
GODFREY-LEE DEBT	School Debt	15.46330	93,531.30	93,453.99	77.31
GODFR-LEE OP FC	School Operating	0.00000	0.00	0.00	0.00
TOTALS: SCHOOL 41120 2020			93,591.30	93,453.99	137.31

SCHOOL: 41130 YEAR: 2020

TAX TYPE	TAX NAME	MILLS	BILLED	PAID	DUE
STATE EDUCATION	State Educ. Tax	6.00000	156.60	156.60	0.00
G'VL SCHOOL OP	School Operating	17.21740	136.17	136.17	0.00
G'VL SCHOOL DEBT	School Debt	6.42910	167.79	167.79	0.00
G'VL OP FC	School Operating	0.00000	0.00	0.00	0.00
TOTALS: SCHOOL 41130 2020			460.56	460.56	0.00

SCHOOL: 41140 YEAR: 2020

TAX TYPE	TAX NAME	MILLS	BILLED	PAID	DUE
STATE EDUCATION	State Educ. Tax	6.00000	135.00	113.08	21.92
KELLOGGSVILLE OP	School Operating	9.00000	1,159.39	1,130.43	28.96
KELLOGGSVILLE DT	School Debt	4.16000	6,139.57	6,099.41	40.16
K'VILLE OP FC	School Operating	0.00000	0.00	0.00	0.00
TOTALS: SCHOOL 41140 2020			7,433.96	7,342.92	91.04

SCHOOL: 41160 YEAR: 2020

TAX TYPE	TAX NAME	MILLS	BILLED	PAID	DUE
STATE EDUCATION	State Educ. Tax	6.00000	15.00	15.00	0.00
K'WD SCHOOL OP	School Operating	9.00000	15.00	15.00	0.00
K'WD SCHOOL DEBT	School Debt	2.92360	14.60	14.60	0.00
K'WD OP FC	School Operating	0.00000	0.00	0.00	0.00
TOTALS: SCHOOL 41160 2020			44.60	44.60	0.00

UNIT: 00000 YEAR: 2020

TAX NAME	MILLS	BILLED	PAID	DUE
101-CITY GEN FND	4.83470	83,205.21	83,021.22	183.99

Tax Year: 2020 Calculated As of: 12/31/2025
 POPULATION: All Records

205-PUBLIC SAFET	1.23480	21,180.56	21,133.61	46.95
206-FIRE	0.73940	12,682.75	12,654.69	28.06
207-POLICE	1.23260	21,142.93	21,096.04	46.89
208-PARKS RECR	1.47910	25,371.06	25,314.82	56.24
211-SIDEWALK FND	0.19740	3,385.81	3,378.33	7.48
228-SOLID WASTE	0.40000	6,861.32	6,846.09	15.23
272-LIBRARY MNT	0.36480	6,257.29	6,243.44	13.85
401-CAP IMPROVMT	1.49600	25,661.19	25,604.25	56.94
LIBRARY DEBT	0.00000	0.00	0.00	0.00
LOCAL ADMIN	0.00000	6,677.53	6,659.08	18.45
LOCAL INTRST	0.00000	198,338.33	198,241.97	96.36
LIBR OP/PARK CAP	0.36480	20.71	20.71	0.00
SEWER/WATER IMP.	1.49600	84.96	84.96	0.00
SIDEWALK/SNOW	0.19740	11.21	11.21	0.00
PARKS & REC	1.47910	84.00	84.00	0.00
FIRE DEPT OP	0.73940	41.98	41.98	0.00
POLICE	1.23260	70.01	70.01	0.00
YARD WASTE	0.40000	22.72	22.72	0.00
PUBLIC SAFETY	1.23480	70.12	70.12	0.00
213-FIRST RESPON	0.00000	0.00	0.00	0.00
TOTALS: UNIT 00000 2020		411,169.69	410,599.25	570.44

County Tax YEAR: 2020

TAX NAME	MILLS	BILLED	PAID	DUE
KENT COUNTY OP	4.22430	72,700.31	72,539.51	160.80
COUNTY VET	0.04870	975.52	973.24	2.28
COUNTY SENIOR	0.48880	9,795.89	9,772.58	23.31
COUNTY JAIL	0.77170	15,465.44	15,428.64	36.80
COUNTY ZOO/MUS	0.43010	8,619.49	8,598.99	20.50
COUNTY CHILD DEV	0.24640	4,937.66	4,925.95	11.71
TOTALS: County Tax 2020		112,494.31	112,238.91	255.40

College Tax YEAR: 2020

TAX NAME	MILLS	BILLED	PAID	DUE
GRAND RAPIDS CC	1.74720	30,069.06	30,002.61	66.45
TOTALS: College Tax 2020		30,069.06	30,002.61	66.45

I.S.D. Tax YEAR: 2020

TAX NAME	MILLS	BILLED	PAID	DUE
KENT ISD	5.56840	95,832.35	95,620.40	211.95
TOTALS: I.S.D. Tax 2020		95,832.35	95,620.40	211.95

Library Tax YEAR: 2020

TAX NAME	MILLS	BILLED	PAID	DUE
DISTRICT LIBRARY	1.25810	25,214.00	25,153.93	60.07
TOTALS: Library Tax 2020		25,214.00	25,153.93	60.07

Other 1 YEAR: 2020

TAX NAME	MILLS	BILLED	PAID	DUE
INTERURBAN TRANS	1.44570	24,880.31	24,825.33	54.98
TOTALS: Other 1 2020		24,880.31	24,825.33	54.98

TOTALS (132 PARCELS)		872,849.22	870,877.83	1,971.39
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STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF KENT

In the matter of the Petition
Of the Treasurer of the City of Wyoming to Strike 2020
and prior Delinquent Personal Property Taxes
from the Tax Rolls

File No: 2026-_____

WAIVER AND CONSENT

NOW COMES Treasurer, Mrs. Traci Shaffer, City of Wyoming and acknowledges Receipt of the 2020 and prior Delinquent Personal Property Tax Report, and the Statement of Attempt to Collect the 2020 and prior Personal Property Taxes and consents to the relief requested by the petitioner and voluntarily waives notice of the hearing and of the entry of judgment.

Dated _____, 2026

Traci Shaffer
Treasurer
City of Wyoming

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR PHASE TWO OF
ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE CONSULTING SERVICES

WHEREAS:

1. The City of Wyoming strategic plan includes implementing a new enterprise resource planning (ERP) system.
2. City Council approved Resolution #28126 on August 5, 2024, authorizing phase one of the project.
3. As detailed in the attached staff report, Plante Moran, PLLC has submitted a proposal for phase two of the project.
4. It is recommended City Council accept the proposal from Plante Moran, PLLC in the amount not to exceed \$102,000.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Plante Moran, PLLC to provide phase two of ERP software consulting services.
2. City Council authorizes the Finance Director and City Manager to sign the Professional Services Agreement with Plante Moran, PLLC.
3. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Engagement Letter/Professional Services Agreement

Resolution No. _____

STAFF REPORT

Date: March 9, 2026
Subject: Enterprise Resource Planning (ERP) System Project – Phase Two
From: Jodi Yenchar, Finance Director
Nicole Hofert, Deputy City Manager
Emily Vande Griend, Director of Human Resources
Susan Bordewyk, Assistant Director of Information Technology

Meeting Date: April 6, 2026

RECOMMENDATION:

It is recommended City Council approve the proposal for phase two of the ERP implementation project including development of the request for proposal (RFP), evaluation of responses, vendor selection and contract negotiations.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 2 – Enhance the efficiency and effectiveness of city operations and services.
 - OBJECTIVE 4 – Assess city-wide use of technology.
 - TASK 4 – Implement new Enterprise Resource Planning (ERP) System

DISCUSSION:

The City of Wyoming Strategic Plan includes implementing a new enterprise resource planning (ERP) system. An ERP is a business management software system that integrates internal and external information across an entire organization. Implementing an ERP system is a very complex project and provides the opportunity to improve integration capabilities to facilitate streamlined processes and reduce the risk of inaccurate data, eliminate manual processes and increase access to data and reports for improved decision making.

On August 5, 2024, City Council approved a contract for phase one of the ERP implementation project (completion of an ERP needs assessment) to Plante Moran.

Over several months, Plante Moran staff worked with City staff on analyzing key business processes, identifying gaps in functionality and processes, documenting new features to be gained by implementing a modern system and developing technical and functional requirements.

Plante Moran has developed the attached proposal to consult with city staff on utilizing the results of the assessment to develop the RFP, assessing responses, selecting an ERP vendor and negotiating the software implementation contract. Plante Moran's experience with ERP system selection, implementing similar projects and existing knowledge of city processes and challenges is critical in developing a comprehensive list of functional requirements for new software as well as the necessary scope of implementation services and integration of systems across the city to be utilized in the development of a comprehensive RFP for ERP software system bids.

BUDGET IMPACT:

Funds are budgeted in account number 101-270-27000-956.000.

Attachment:
Contract/Proposal

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(OVER \$8,500)
(NO RFP)

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

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

Deliverables means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means April 7, 2026.

Professional means Plante & Moran, PLLC, a Michigan professional limited liability company, the principal business address of which is PO Box 307, 3000 Town Center, Ste 100, Southfield, MI 48075.

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

Proposal means Professional's proposal attached as Exhibit B.

Services or *Work* means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

None.

4. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:



Gregory T. Stremers, City Attorney

Plante & Moran, PLLC

By: _____
[Signature officer, director or principal of Professional]
Mark Warner, Partner
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: March 18, 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 anti-discrimination laws.

E. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

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

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

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

A. Professional, Professional's personnel, and any parent, affiliate, or subsidiary organization of Professional has not engaged in and will refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

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

C. Professional will immediately notify City of any subsequently discovered changes in meeting the standards in this section.

6. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall only in accordance with City Manager's prior written approval.

7. Payment to Professional.

A. Professional shall submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov) before beginning the Services.

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

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

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

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

10. Records. Professional will retain copies of all records related to the contract, for at least 7 years after completion of the contract. Professional shall, within 5 City business days of a City request, allow inspection, auditing and copying of retained records.

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.

A. A party need not follow the §13.A procedure if it previously did so regarding noncompliance with the same contract provision.

B. 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. Professional will perform Professional's services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

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

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

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

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

liability, but only to the extent covered by Professional's commercial general liability insurance.

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

15. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$1,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

16. General Terms.

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

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

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

EXHIBIT B
PROPOSAL

March 16, 2026

Jodi Yenchar
Finance Director
City of Wyoming, Michigan
1155 28th St SW
Wyoming, MI 49509

Dear Jodi:

Thank you for your continued Plante & Moran, PLLC ("PM") to assist the City with its Enterprise Resource Planning ("ERP") modernization efforts. We are sending this letter and the accompanying Professional Services Agreement, the terms of which are incorporated into this engagement letter, to confirm the nature, limitations, and terms of the services we will provide to City of Wyoming, Michigan ("Client").

Scope of Services

Our consulting services will consist of the following:

Phase 1: Request for proposals (RFP) development and support

Building on the City's prior ERP Needs Assessment, the goal of this phase is to create an RFP document that fully represents the City's requirements for a new ERP solution. This includes establishing a procurement strategy with selection criteria, a procurement method, and evaluation steps. We'll collaborate with City to draft the RFP using our industry expertise and template, facilitating an efficient proposal analysis.

1.1 Project Kickoff

We will begin the project with an initiation meeting to discuss roles and responsibilities for the selection phase and confirm the scope of the selection process. We will utilize the project charter created during the assessment phase and update accordingly. For an ERP selection project, we expect representatives from key departments that will be core users such as Finance, Human Resources, and Information Technology. Stakeholders from other departments should also have a role in the project such as participating in requirements development and attending vendor demonstrations. Our discussion will include finalizing the scope of the expected solution, so we can develop functional and technical requirements accordingly.

Deliverable: Updated project charter including scope and roles and responsibilities

1.2 Develop functional and technical requirements

We'll develop the technical and functional software requirements (current- and future-state) for the City, based on established best-practice requirements (as identified in our experience serving similar government clients) and the unique requirements identified during the needs assessment phase.

The requirements will then be distributed to staff involved in the interview process for review and feedback. We'll meet with City to address any questions and will then incorporate final edits into the RFP. By seeking user feedback, this process continually secures user engagement and buy-in.

The agreed-upon requirements will be included in the RFP. Vendors will be asked to complete standardized forms, indicating how their solutions meet each requirement, which will serve as a baseline for evaluating software functionality during selection.

In addition to functional requirements, we will develop a list of key metrics that the City would like to improve upon in the new system. Examples may include processing time of various in scope processes, ERP related help desk tickets, etc. These metrics will be included in the RFP and future proposal evaluation activities, such as demonstrations or interviews, to gather information from vendors on how their system can improve them in the future environment.

Deliverable: Functional and technical requirements, improvement metrics

1.3 Develop procurement strategy

Before developing the RFP, we'll collaborate with City to establish a procurement strategy that will include:

- Documented roles and responsibilities for the procurement process.
- The scope of the desired software solution, specifying required and optional components.
- The procurement method (e.g., an RFI, a single combined RFP, two separate RFPs for the software and system implementor, use of cooperative contracts, etc.) Given the responses to the RFI from the assessment phase, we anticipate another RFI will not be necessary and that we can proceed with one RFP for software and implementation for the entire scope of functionality.
- The budget range (so that we can shape the procurement approach within constraints, if required).
- An overview of decision-making and selection criteria.
- The scoring approach for evaluators.
- A procurement timeline.

Documenting key information early helps prevent vendor protests, as well as ensuring participants understand their roles and can address questions. Before releasing the RFP, we will meet with the evaluation committee to define selection criteria and assess the factors for analyzing responses.

Evaluation approach

We recommend a tiered process to select finalists from vendor responses. For example, City might set minimum criteria for all vendors, such as a required number of current version implementations or a budget cap. Vendors meeting these initial criteria are evaluated against a second level of criteria based solely on their RFP responses. The top two or three vendors from this round will become finalists.

We will then subject the finalists to a more comprehensive due diligence process to advise the City on making the final selection. The finalist evaluation will be based on:

- Vendor RFP response.
- Vendor demonstration(s).
- Reference checking with comparable sites.
- Potential site visits.
- Other due diligence activities (e.g., vendor research, knowledge of vendors in the marketplace as noted by other clients or industry analysts, etc.).

We will collaborate with City to finalize the evaluation form that proposal reviewers will use to assess their assigned proposal sections.

Deliverable: Solution selection criteria; decision-making process; evaluation process and forms

1.4 Develop request for proposal

Our team has created a detailed RFP template for large software procurement projects. We will customize the RFP to fit City's needs, policies, and requirements. At a minimum, the RFP will include:

- Background on City and the project scope, including the current environment, technology standards, operating volumes, interfaces required, etc.
- The timeline and approach for selecting a finalist software solution.
- Proposal response format and guidelines.

- Detailed implementation services requested, such as project management, consulting, fit/gap analysis, configuration, conversion, documentation, training, and report development.
- Desired functional specifications and response form.
- Vendor response forms (e.g., pricing, vendor questionnaire, staffing estimates, references, compliance forms, etc.).

Deliverable: Request for proposal (RFP)

1.5 Prepare for and support pre-proposal meeting

Based on the City's procurement policies, we will plan and conduct a vendor pre-proposal meeting to convey and confirm the RFP's intent with interested vendors. The RFP document will include logistics for this meeting. We expect to prepare a presentation that summarizes the RFP and collaborate with City's project manager and procurement staff to conduct the meeting.

Deliverable: Pre-proposal meeting and associated materials

1.6 Assist in responding to vendor questions

We expect that the City's procurement preference will require its own staff to be the main vendor contact for the RFP. We will assist by drafting responses to vendor questions and preparing RFP addenda. We will collaborate with the City to identify resources for further review and clarification. We will incorporate feedback and make revisions before the City's purchasing staff finalizes and distributes the document, either directly or through bid services, according to RFP methods.

Deliverable: Vendor questions and reviewed responses

Phase 2: Solution selection advisory

During this phase, we will:

- Prepare for the evaluation of RFP responses.
- Create presentation materials as needed.
- Analyze proposals and guide the evaluation.
- Facilitate interviews and demonstrations.
- Support the due diligence activities performed by City.
- Facilitate evaluation meetings as needed.

2.1 Develop vendor demonstration materials

After the RFP is released, we will use the open period between the release date and submission deadline to prepare materials for demonstrations. We will create:

- **Logistics instructions** detailing protocols around vendor interviews/demonstrations.
- **Demonstration agenda and scripts** customized to City's needs, based on use cases and our script library. These scripts will cover:
 - ◆ City background and desired improvements
 - ◆ Functional processes
 - ◆ Technical details
 - ◆ Vendor information
 - ◆ Implementation approach
- **Feedback forms** for participants to describe their feedback during the interviews/demonstrations in a standardized manner for review by the evaluation committee.

After discussing City's needs and typical procurement processes, we will develop and review these items, allowing staff to provide feedback. We will then update the documents accordingly to finalize them by the proposal submission deadline.

Deliverable: Demonstration scripts, demonstration agenda, logistics instructions, demonstration feedback forms.

2.2 Conduct proposal analysis activities

Vendors will be instructed to complete and return the RFP forms with their proposals. We'll use a semiautomated process to analyze RFP responses, a method proven effective in many of our prior projects. We'll prepare three separate deliverables:

- **Requirements compliance analysis:** This objective analysis evaluates vendor responses to the RFP requirements. It will include a compliance percentage score for each requirement, as well as filters for detailed comparisons.
- **Cost and service hours analysis:** This analysis will show a breakdown of the one-time and ongoing costs (over a 10-year period) for software, implementation services (e.g., configuration, training, conversions, modifications, interfaces, change management, etc.), ancillary hardware, and other costs. It'll compare the implementation of service hours proposed by each vendor to illustrate the level of effort.
- **Staffing analysis:** This will detail the vendor and client time required by role to implement the system based on the vendor's proposed methodology.
- **Vendor comparison:** This will show a side-by-side comparison of key vendor data, such as installations, financial performance, support staff members, supported platforms, and references.

We will share the proposal analysis deliverables with the stakeholders once complete. These deliverables help staff organize complex information for easier comparison.

The following images are excerpts from a sample proposal analysis:

2.3 Facilitate short-list meeting

Based on the set evaluation criteria, the selection committee will score and rank proposals to decide which proposers will continue in the evaluation process. We will help the City prepare for this meeting and can facilitate the discussion with the evaluators, if desired.

Deliverable: Proposal scoring and associated vendor short-list

2.4 Advise on vendor demonstrations

We will help the City coordinate the software interview and demonstration process by providing planning advice and necessary materials. Although City will be the official point of contact, we will support the process and provide input based on our experience, if desired. This would include supporting City in a 30-minute pre-session planning call with each vendor. We will facilitate a two-step approach for vendor demonstrations:

- Short-listed vendors will first participate in a short interview (two to four hours).
- After these interviews, we'll lead an internal evaluation meeting to decide which vendors will proceed to detailed demonstrations with City.

These detailed sessions may last from half a day to several days, depending on the evaluation committee's decision. After each demonstration, we'll conduct a debrief session for participants to share initial reactions, helping City remember key points for later review. We will provide a summary of this feedback after the demonstrations.

Deliverable: Demonstration debrief summary

2.5 Facilitate vendor interviews/demonstrations (optional)

We will facilitate vendor interviews and demonstrations for the City. Before facilitation, we will discuss key decisions the City must make in preparation, including requirements for participants and how questions will be managed. Our facilitation includes kicking off the sessions, managing timelines and schedules, handling staff questions, and tracking follow-up items. Follow-up items often include questions for proposers and

internal decisions to be made. We have found that third-party facilitation of these sessions improves adherence to and completion of the planned schedule.

Deliverable: Demonstration follow-up items

2.6 Support additional due diligence activities

We will guide the City through any additional due diligence needed for decision-making. The City can undertake these activities independently or with our assistance:

- Perform reference checks and compile site visit questions that City can use to understand how other entities have adapted the solutions (as well as any negotiation issues they experienced). Direct peer contact yields better discussions, so we can prepare your staff for reference checks and site visits, but we will not perform them ourselves.
- Draft follow-up questions for finalists to clarify RFP and presentation details.
- Perform any additional due diligence to evaluate specific proposal components.

Deliverable: Additional vendor questions and responses

2.7 Assist in the selection of a preferred vendor

Due diligence activities conducted after vendors have responded to an RFP will help clarify the offerings for the City and will also clarify the City's needs for the proposers. We recommend that City request updated proposals that incorporate revised costs and answers to specific questions.

Together, based on the activities performed and materials collected to date, we'll review the semifinalist vendors' solutions and lead an evaluation committee meeting to choose a preferred finalist, using the established decision-making process. If requested, we'll provide a summary of the entire system selection process.

Deliverable: Finalist vendor selection, system selection synopsis

Phase 3: Contract negotiation advisory

The purpose of this phase is to guide City in contract negotiation activities with the chosen vendor. This includes:

- Reviewing the contract documents and statement of work (SOW).
- Facilitating a kickoff and strategy meeting.
- Offering feedback on documents.
- Discussing revisions.
- Aiding City in negotiation meetings.
- Helping prepare contracts for approval.

3.1 Facilitate negotiations kickoff and strategy session

Upon approval by City, we'll organize a meeting with key stakeholders to initiate planning and strategy discussions. This session may include:

- Discussing the contracting schedule, key milestones, and blackout dates.
- Developing roles and responsibilities for negotiations.
- Determining how contract-related documents will be managed.
- Discussing key topics specific to the selected vendor(s).
- Identifying critical business decisions for SOW development.
- Focusing on important contractual terms.

We expect City to engage legal counsel for reviewing and negotiating legal terms while we focus on business terms. This meeting — the first of many — is crucial for setting expectations early on and allowing both parties to prepare for the negotiation process.

3.2 Provide initial feedback and prepare for negotiations

Upon receiving the initial drafts of the contract and SOW documents, we'll perform a detailed review and provide our initial feedback to City. This will include proposed in-line revisions, questions for internal discussion, and areas requiring further explanation or written detail.

In prior projects, our clients have told us that this feedback has been invaluable to them. Recommendations we often make include:

- Suggestions based on past negotiations with the same vendors.
- Business terms to protect data and define staff experience.
- Process adjustments for reasonable outcomes.
- Clear roles and responsibilities where lacking.
- Clarification of vague terms that might alter service scope.
- Payment terms that minimize project risk for City.

After City reviews the documents, we will meet to discuss revisions and open items and plan for negotiations with the vendor(s). This may take place over the course of multiple meetings with different stakeholders. Once discussions are complete, City will send the documents to the vendor(s) for review in advance of the negotiations.

3.3 Assist with negotiation of the contract(s) and statement of work

After reviewing feedback, we will organize a series of meetings to discuss the documents. The designated lead(s) from the City will handle the negotiations in these meetings, with our support as needed both during and after the meetings.

Typically, each round of negotiation meetings is followed by an updated set of documents from the vendor, after which we will discuss our strategy for responding to these documents and then meet again for negotiations if necessary. This approach allows us to openly discuss our thoughts with City to share our recommendations, understand what City is and is not open to, and effectively support the negotiation position that City would like to take. The frequency of these meetings will depend on the complexity and number of items to discuss.

Deliverable: Negotiated contract(s) and SOW(s)

3.4 Support presentation of proposer contract(s) and statement of work

After negotiating the final contract and SOW documents, we can help City with the presentation and approval of these documents. We can summarize the agreements and the process by which City reached these agreements.

Deliverable: Summary of negotiated documents

Phase 4: Implementation advisory assistance (optional)

The goal of this optional phase is to help City implement the chosen vendor solution(s). This could involve project management support, subject matter expertise, advice on process improvements and best practices, and organizational change management.

Our role in this phase can vary depending on several aspects of City, including:

- Existing project management acumen
- Organizational implementation experience
- Risk tolerance
- Budget available for external assistance
- Organizational dynamics
- Importance of meeting project deadlines
- Implementation duration and phases
- Project staffing capability
- Other factors

Implementation time and cost-dependent factors such as:

- Scope of solution and services
- City staff availability
- Vendor staff availability
- Current maintenance contract expiration
- Desired implementation approach (i.e., phased versus “big bang”)
- Implementation complexity (e.g., high number of interfaces)
- City’s budget capacity to shorten duration

During the project’s initiation, we’ll create an implementation schedule with the project management team, evaluation committee, and selected vendor(s). For any new system implementation, we would include the vendor in these project initiation activities to develop a schedule and plan.

Following is a summary of potential implementation management activities by phase and role:

Project Phase	Summary of Potential Implementation Management Activities
Pre-implementation and initial project planning assistance	<ul style="list-style-type: none"> • Work with City and selected ERP vendor in project start-up activities. • Conduct a project expectation alignment session with staff. • Facilitate a risk management session with staff and the vendor. • Develop and implement appropriate tools for managing the project. • Participate in upfront kickoff consulting sessions conducted by the vendor. • Participate in developing and reviewing comprehensive project implementation plan documents (e.g., implementation management plan, project plan, etc.)
Implementation management assistance (specific activities vary by implementation management role)	<ul style="list-style-type: none"> • Act as a member of the functional team, providing team oversight and ensuring that existing business processes are challenged during the implementation of those module(s). • Manage City’s teams’ activities for all implementation phases. • Participate in consulting sessions with City and the vendor. • Participate in status meetings with City and the vendor. • Monitor project timeline progress as updated by the vendor. • Work with team leads and steering committee members to stay on task. • Monitor and provide feedback during data conversion and interface development. • Assist in managing the issue/action item list. • Monitor project risks. • Participate in project steering committee meetings. • Participate in project management meetings and ad-hoc meetings as needed. • Review project change orders. • Review and comment on project deliverables. • Monitor vendor compliance with the negotiated contract. • Provide acceptance testing guidance and assist with test plans. • Review and manage the go-live check/punch list.

Project Phase	Summary of Potential Implementation Management Activities
Project closing activities	<ul style="list-style-type: none"> • Identify post-implementation team activities that still require resolution. • Define vendor post-go-live support requirements, both on-site and off-site. • Develop a transition approach from the vendor to City. • Develop and document ongoing system support procedures. • Determine who will maintain issue logs for each team and at a PMO level. • Determine who will be monitoring error logs for the system regularly. • Finalize the ongoing support structure including roles and responsibilities. • Close out all contracts. • Conduct debriefing sessions on the product and services portion of the project.

If the City wishes to engage PM to perform additional services, including accounting, assurance, tax assistance, or additional consulting, PM may be available to provide them under the terms of separate engagement letters and for additional fees.

Project Staffing/Availability

The consulting partner responsible for deliverables on this project will be Mark Warner. Mike Grossman will serve as project manager. Additional consulting staff may assist on various tasks. We anticipate that our services will be provided mostly remotely using MS Teams meetings with some on-site work for key activities such as project initiation and/or vendor demonstrations.

We anticipate that you will be the City’s project manager and our main point of contact over the course of the engagement, and you are authorized to make decisions on behalf of the City’s management team.

Fees and Payment Terms

Our fee for this engagement, subject to the terms and conditions of the accompanying Professional Services Agreement, will be based on the value of the services we provide. We will invoice the City monthly for our services at a rate of \$300 per hour for Phases 1-3. We estimate that our fee for this engagement will range as identified below:

Phase	Low Estimate	High Estimate
1 - Requirements and RFP development	\$20,000	\$25,000
2 - Solution selection advisory	\$45,000	\$60,000
3 - Contract negotiation advisory	\$14,000	\$17,000
Total selection (phases 1-3)	\$79,000	\$102,000
Optional implementation advisory (preliminary estimates)	\$108,000	\$432,000

In addition to the fee for the services provided, our statements will include separate charges for expenses, including out-of-pocket expenses reasonably incurred by PM in the performance of this engagement. We will obtain pre-approval from the City for any expenses incurred.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices will be rendered periodically and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

Our invoices are generally sent from plantemoran@myworkday.com. Please ensure that the appropriate parties have added plantemoran@myworkday.com to their safe senders listing to facilitate proper delivery of our invoices. In the event you are unable to accept electronic delivery of our invoices, please notify a member of the engagement team as soon as possible.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Mark Warner, Partner

We accept this engagement letter and the accompanying Professional Service Agreement (collectively, "Agreement"), which set forth the entire agreement between City of Wyoming, Michigan, (referred to herein as "you," or "Client") and Plante & Moran, PLLC with respect to the services specified in this engagement letter.

Agreed and Accepted

City of Wyoming, Michigan

Jodi Yenchar
Finance Director

Date

John Shay
City Manager

Date

cc: Susan Bordewyk, IT Director
Emily Vandegriend, HR Director
Nicole Hofert, Deputy City Manager
Kari Shea, Plante Moran

Professional Services Agreement

Addendum to Plante & Moran, PLLC Engagement Agreement

This Professional Services Agreement is part of the engagement agreement dated March 16, 2026 between Plante & Moran, PLLC (referred to herein as "PM") and City of Wyoming, Michigan (referred to herein as "Client"). Any work performed in connection with the engagement before the date of this Agreement will also be governed by the terms and conditions of this Agreement.

1. **Management Responsibilities** – The services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, Client acknowledges that Client is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM's engagement. Client has designated Jodi Yenchar, Finance Director, to oversee the services PM will provide.

Client represents and warrants that any and all information that it transmits, or otherwise makes available, to Plante Moran will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, "Data Privacy Laws"). Client shall not disclose personal data of data subjects ("Personal Data") who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

2. **Nature of Services** – PM's project activities will be based on information and records provided to PM by Client. PM will rely on such underlying information and records and the project activities will not include audit or verification of the information and records provided to PM in connection with the project activities.

The project activities PM will perform will not constitute an examination or audit of any Client financial statements or any other items, including Client's internal controls. Additionally, this engagement will not include preparation or review of any tax returns or consulting regarding tax matters. If Client requires financial statements or other financial information for third-party use, or if Client requires tax preparation or consulting services, a separate engagement agreement will be required. Accordingly, Client agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Client. In addition, PM's engagement is not designed and cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, PM will inform you of any such matters that come to PM's attention.

PM may have agreed to provide documents in written or electronic form to Client as described in the accompanying engagement letter's Scope of Services (the "Deliverables"). Client agrees that it shall not rely, and will not induce or permit others to rely, upon any draft advice, opinions, information, reports, and other communications other than a final Deliverable. The content of any Deliverable or other advice provided during the provision of the services engaged hereunder is limited to the matters specifically addressed therein, and unless otherwise agreed in the accompanying engagement letter, does not address any other potential tax consequences, including the potential application of tax penalties to any matter. Once provided in final form, PM is not obligated to update any Deliverable to account for new information or changes in law.

3. **Vendor Selection** – Unless expressly agreed to in writing by Plante Moran, Plante Moran does not conduct independent due diligence activities regarding potential vendors that may respond or have responded to Client's request for proposals. Plante Moran's role relative to due diligence activities is limited to assisting Client develop and/or follow a process by which Client participates in due diligence activities that are designed to evaluate vendors and solutions against Client's decision criteria. Plante Moran's assistance in this regard is designed to help the Client execute a selection methodology that is consistently and fairly applied to all vendors involved in the bid process. It is Client's responsibility to assess, evaluate, and weigh the results of the due diligence activities Client conducts, and Client is ultimately responsible for making and accepting responsibility for the decision it makes relative to vendor and solution selection.
4. **Project Deliverables** – At the conclusion of PM's project activities and periodically as PM progresses, PM will review the results of its work with Client and provide Client with any observations related to PM's services that PM believes warrant Client's attention. PM also will provide Client with copies of analyses or other materials that PM may develop in the course of this engagement upon Client's request. PM will not issue a written report as a result of this engagement and Client agrees that the nature and extent of the work product that PM will provide, as outlined in this Agreement, are sufficient for Client's purposes.

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5. **Interactive Analyses and Visualizations** – In instances where PM expressly agrees in the accompanying engagement agreement to provide interactive analyses or visualization tools (collectively, “Electronic Documents”) to Client, such Electronic Documents will be provided in a format determined to be acceptable to both parties. Client acknowledges and agrees that Client’s ability to access such Electronic Documents may require software programs that PM does not develop, license, or support, and Client shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by Client.

If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the written report and are to be used only as expressly described in and authorized by the written report. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the written report. Further, Client acknowledges that Client is solely responsible for evaluating the adequacy and accuracy of any results generated through the use of Electronic Documents. PM will have no responsibility to support or update the Electronic Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding written report.

Client acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for Client and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, “PM Intellectual Property”). Client agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying engagement agreement), PM grants to Client a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. Client agrees not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual Property. Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the written report.

If and to the extent PM shares information obtained from third-party data sources with Client, Client agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

6. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Client, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use, and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM’s services to Client, PM may communicate or exchange data by internet, email, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM’s obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM’s use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM’s possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of

Professional Services Agreement

such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

7. **Data Access Management and Consent** – PM has operations both in and outside the United States and may, from time to time and at its reasonable discretion, use third party service providers both in and outside the United States in support of its operations and the services for Client (individually and collectively "Third Party Provider(s)"). Third Party Providers may include, for example and without limitation, PM's international affiliates that support PM's domestic operations, cloud service providers that support PM's infrastructure in general, or independent contractors that serve to supplement a particular engagement team's services for specific engagements. In such circumstances, PM will be solely responsible for the provision of any services by such Third-Party Providers and, where such Third-Party Providers' services involve the accessing or processing of Client data, PM will require Third Party Providers to maintain the confidentiality of any such data and not use such data for any purpose unrelated to assisting with PM's services for Client. In turn, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM disclosing or otherwise allowing access to Client's data to such Third-Party Providers for such purposes. Client further acknowledges that, from time to time, PM representatives may have occasion to access Client data from outside the United States, for example and without limitation, when such PM representative(s) reside in or travel to another country. In such instances, PM agrees to use data access and storage protocols designed to reasonably safeguard data and Client consents to PM accessing Client data from outside of the United States under such circumstances.
8. **Protected Health Information** – If, and to the extent PM needs to review protected health information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to perform the engaged services, Client agrees to separately execute a Business Associate Agreement, and Client agrees to make reasonable efforts to limit the disclosure of any PHI to the minimum amount necessary to accomplish the intended purpose of the disclosure to PM.
9. **Third-Party Data** – PM may reference third-party data sources in performing the services. Third-party data may include publicly available data, commercially available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts, and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. Client acknowledges that any commercially available third-party data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth, PM makes no representation or warranty that Client will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with Client, Client agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This Agreement does not convey to Client a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent Client from directly contracting with or obtaining a license from any third-party data source if Client determines, in its sole discretion, that any such direct contract or license to be in its best interest.
10. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on Client personnel providing PM staff the assistance necessary to satisfy Client responsibilities under the scope of services. This assistance includes availability and cooperation of those Client personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

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In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

11. **Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in the accompanying Agreement. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work or issuance of PM's consulting report upon resumption of PM's work. Client agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
12. **Fee Adjustments** – Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and related costs PM incurs, and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
13. **Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic, or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
14. **Exclusion of Certain Damages** – The total liability of PM and PM's officers, directors, partners, members, managers, employees; its affiliated, parent or subsidiary entities; and approved third-party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature which arise from the provision of services hereunder shall not exceed one (1) times the fee paid to PM for the services provided in connection with this Agreement. For any services provided that were not indicated in the scope section of the attached engagement letter, the total liability of PM and the PM persons shall not exceed one (1) time the total fee paid to PM for such services. In no event shall PM or the PM Persons be liable, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other similar damages relating to PM's services provided under this engagement.

In the event this Agreement expressly identified multiple phases of services, the total liability of PM and the PM Persons shall be limited to no more than one (1) times the total fees paid to PM for the particular phase of services alleged to have given rise to any such liability.

None of the limitations of PM's and the PM Persons' liability stated herein shall limit PM's or the PM Persons' liability for willful misconduct or any other liability which cannot be lawfully limited or excluded.

Notwithstanding the foregoing, neither PM nor any of the PM Persons shall be liable for any claims, losses, costs, and damages resulting, in whole or in part, from Client's failure to provide complete, timely, and accurate information in connection with PM's services.

15. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in this Agreement, Client agrees to defend, indemnify, and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the Services performed, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity, and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.

Professional Services Agreement

16. **Limitation on Period to File Claims** – Any claim (based in contract, tort, or any other basis) made by either party shall be deemed waived if such claim is not the subject of a lawsuit filed within two years of the conclusion of this Agreement. This provision shall not apply to any indemnification obligation created by this Agreement or applicable law, or to any action to recover fees for services provided under this Agreement.
17. **Legal Advice** – Client acknowledges that some of PM's partners and employees are licensed to practice law, but PM is not registered as a law firm in any jurisdiction. Client shall not rely upon any advice given by PM, any PM partner or employee (collectively, the "PM Persons") as legal advice, nor shall Client rely upon the PM Persons to satisfy, or assist Client in satisfying, any legal obligations. Upon request, PM may assist Client through the recommendation of counsel who may assist Client. Where such assistance is provided, Client agrees to hold PM harmless, and indemnify PM for the claims of third parties, for all damages claimed as a result of PM's recommendations.
18. **Beneficial Ownership Reporting** – Beginning January 1, 2024, the Corporate Transparency Act ("CTA") requires certain companies to provide specified information related to beneficial ownership to FinCEN, a bureau of the United States Department of Treasury. Failure to comply with the beneficial ownership reporting requirements established by the CTA may be punishable by civil fines and criminal penalties.

PM's services shall not consist of the provision of advice regarding the CTA and its beneficial ownership reporting requirements or any similar reporting requirements, or the preparation and/or the submission of beneficial ownership reports. PM recommends that any Client requiring such services should contact Client's legal counsel.

19. **Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM's services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facilities are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM's request, to provide Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facilities. In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facilities. Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facilities or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facilities is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.
20. **Recording of Meeting or Other Conversation** – Prior to making any audio or video recording of a meeting or other conversation with PM representatives through any means or medium, Client agrees to obtain the expressed consent of the PM representatives participating in such meeting or conversation, except that consent is not required where (a) the audio or video recording is required by law applicable to Client, or (b) for any publicly held or available meeting or conversation that is telecast and/or recorded for access by the general public as a matter of ordinary course, or (c) for meetings whose content, materials, minutes, etc., is subject to disclosure under freedom of information or public records laws to applicable Client. In the event consent is granted, Client agrees that any such recordings shall (i) be made available to PM upon PM's request; (ii) not be edited in any way; and (iii) be used exclusively for the purposes of fulfilling the objectives of this engagement and not for any other purposes whatsoever, including but not limited to marketing, public display, or transfer to third parties. With respect to all audio or video recordings (whether consent is required or not or whether consent granted or not), Client acknowledges that (A) the professional services provided pursuant to this engagement may involve a series of discussions and other exchanges of information and that reliance on a recording of one or more meetings or conversations with PM representatives can create a risk that the contents of any such meeting or conversation are taken out of context, and (B) recording conversations with PM representatives can create risks of Client confidential or sensitive information becoming exposed to an uncontrolled environment and Client assumes the risks associated with Client's election to record and retain the recording of any meeting or other conversation. Neither consent to any recording, nor participation in any recorded meeting or conversation (whether consent is required or not), constitutes a license or other authorization to use any participant's name, image, likeness, voice, or similar personal attribute or quality (collectively, "Personal Attributes") for any purpose, and each PM participant retains all right, title, and interest in his or her Personal Attributes.
21. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this Agreement, Client agrees to compensate PM

Professional Services Agreement

for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.

22. **Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.
23. **Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
24. **Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
25. **Conflicts of Interest** – PM's client acceptance procedures include a check as to whether any conflicts of interest exist that would prevent PM's acceptance of this Agreement. No such conflicts have been identified. Client understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Client.
26. **Electronic Signatures** – The parties intend that any electronic signature shall be given full legal effect as if it were a handwritten signature.
27. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR THE
REPLACEMENT OF A DUMPSTER ENCLOSURE

WHEREAS:

1. The Wyoming Senior Center dumpster enclosure is in disrepair and needs to be replaced.
2. As detailed in the attached staff report, it is recommended that the enclosure be replaced using Dura-Crete.
3. It is recommended City Council accept a proposal from the sole-source distributor, Future Fence Company dba Dura-Crete Walls, in the estimated amount of \$15,754.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Future Fence Company dba Dura-Crete Walls for the replacement of a dumpster enclosure.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

STAFF REPORT

Date: March 26, 2026
Subject: Dura-Crete Dumpster Enclosure
From: Lynn Clarke, Assistant Director
CC: Krashawn Martin, Director of Parks and Recreation
Meeting Date: April 6, 2026

RECOMMENDATION:

It is recommended City Council authorize the purchase of a Dura-Crete Dumpster Enclosure installed by the Michigan distributor of Dura-Crete, Future Fence Company. This structure will replace the dumpster enclosure that is in disrepair at the Wyoming Senior Center.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Summary:

The Wyoming Senior Center dumpster enclosure is currently in disrepair. It needs to be removed and replaced. To minimize future necessary repairs the City asked Dura-Crete to quote the work as a sole source supplier. Dura-Crete has proven to be a low maintenance option in municipalities for durable structures without the cost to construct on site. Maintenance is lower than the traditional wood enclosures with a lifespan that outlast wood structures. This project is being funded using CDBG funds.

TABULATION:

Sole Source Supplier	Quoted Amount
Future Fence Company	\$15,754.00

BUDGET IMPACT:

Funds for this purchase are allocated in account number 251-701-69424-975.000.

Attachment(s):

Sole Source Letter

Quote

Contract

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)
(NO RFP)

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

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

Contractor means:

Future Fence Company dba Dura-Crete Walls
[Name of contracting entity]
A S-Corporation of MI
[State and type of entity, e.g., corporation, limited liability company, etc.]
23450 Regency Park Drive
[Contractor's street address]
Warren, MI 48089
[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: 4/7, 2026. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:



Gregory T. Stremers, City Attorney

Contractor:

By: **Robert Webster**  Digitally signed by Robert Webster
Date: 2026.03.26 15:02:39 -04'00'

[Signature officer, director, or principal of Contractor]
Robert Webster / Contract Administrator

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

Date signed: March 26, 2026

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. Permits and Inspections. Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract. If grant funds are withdrawn or cancelled for any reason this Contract is nullified.

A. If funds for the Work come from the United States Department of Housing and Urban Development (HUD), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2026 (it may be updated), that is General Decision Number MI20260088 dated 01/2/2026, <https://sam.gov/wage-determination/MI20260088/0>.

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

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

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

4. Qualifications. Contractor represents and promises that:

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

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

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

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

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

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

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

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals speak English less than very well, Contractor must use language assistance services in communications.

D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

E. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

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

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

6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing

to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

E. Contractor's failure to meet specified delivery schedules 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: Subcontractor shall not be held to indemnify any party in which injuries, damages, including death, are caused by the sole negligence or willful misconduct of the party seeking to be indemnified.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

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

19. General Terms.

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

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

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

**EXHIBIT B
PROPOSAL**

FUTURE FENCE COMPANY

PROPOSAL 26-3360

rev.1

PROJECT: City of Wyoming Dumpster Enclosure

LOCATION: Wyoming, MI

DATE: March 23, 2026

SCOPE OF WORK:

QTY	DESCRIPTION	COST
1	<u>Remove Existing Enclosure</u> Existing Wood Enclosure, Removed	
1	<u>Install New 8'H x 8'D x 10'W Dura-Crete Dumpster Enclosure</u> 8'H x 8'D x 10'W Natural-Grey, Off-Set Block Dura-Crete Dumpster Enclosure with Flange-Mounted, Galvanized Steel Posts with Epoxied Anchor Rods	
1	8'H x 10'W (Opening) Double-Swing, Commercial-Grade Gate with 1" x 6" Treated Pine Pickets on a Steel Tube Galvanized Gate Frame	
<p>NOTE 1% bond excluded. 6-8 week lead time after approved submittals. 1-2 week submittal lead time after signed contract. Concrete forms are nominally 10' in length, with an actual measurement of 9'7". Please confirm required quantities prior to placing an order. For Enclosures: Pad Grade Allowance = 1" to every 10'-0" (±1.0° OR 3/16" to 12") Permit not included. Additional, if required. Concrete pad must encompass wall footprint. Concrete pad by others. Flange mounted posts are fastened to the concrete floor with epoxied anchors. Concrete footings additional, if required. Concrete pad assumed to be in good condition. Charges to apply if concrete has failed.</p>		

We propose to furnish material and/or labor, complete in accordance with the plans and specifications, except as noted above, including tax if applicable, for the sum of:

\$15,754.00

ESTIMATOR: Brian Landry - Estimator

Direct Line (586) 825-9110

Email: brianl@futurefencecompany.com

NOTE: This proposal may be withdrawn by us if not accepted within 10 days. Future Fence reserves the right to revise our pricing based on documents not in possession at time of bid. This includes but is not limited to drawings, specifications, addenda and contracts.

CONDITIONS: Unforeseen digging conditions such as, but not limited to: old building foundations, excessive brick or rocks, unstable soil which collapses and hand digging more than 5 holes are subject to additional charges. Future Fence Company is not responsible for damage to private utilities. This includes site electric, irrigation, gas and other private utilities that may be present. Owner to locate private utilities or additional cost upon request. **Site inspections and permits are not included unless otherwise noted above and is the responsibility of the owner to set up and have done.**

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment Terms: Net 30 days unless otherwise noted.

Signature: _____
Printed Name: _____

Date: _____



To Whom It May Concern,

This letter certifies that Dura-Crete Walls is the exclusive manufacturer of Dura-Crete Walls' Precast Wall and Enclosure systems. The system is proprietary and is not manufactured by any other company.

While the product may be supplied through authorized distributors or installers, all units are produced solely by Dura-Crete Walls.

Due to its unique design, engineering, and manufacturing processes, there are no equivalent products available that match the specifications and performance characteristics.

As such, Dura-Crete Walls is the sole source manufacturer of this system.

Sincerely,

A handwritten signature in black ink that reads "Kelsey Gannon". The signature is fluid and cursive, with the first name being more prominent.

Kelsey Gannon
Business Development
Dura-Crete Walls

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL TO AMEND THE
METER READING SERVICES CONTRACT

WHEREAS:

1. On June 6, 2022, City Council adopted Resolution #27385 awarding the bid for water meter reading services to Olameter Corporation.
2. As detailed in the attached staff report Olameter Corporation as provided a proposal amending the contract from the per-reading cost to an hourly cost with a cap that will not exceed the current budget expenditure.
3. It is recommended City Council accept the proposal.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts the proposal with Olameter Corporation.
2. City Council authorizes the City Manager to sign the Letter of Intent.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Proposal

Resolution No. _____

Date: March 30, 2026
Subject: Meter Reading Contract Extension
From: Traci Shaffer, Treasurer
CC: John Shay, City Manager
Meeting Date: April 6, 2026

RECOMMENDATION:

It is recommended that the City Council approve the resolution to amend and extend the contract terms with Olameter Corporation.

ALIGNMENT WITH STRATEGIC PLAN:

The City of Wyoming bills Wyoming Residents for water and sewer services, and meter readings are required for fair and accurate charges. In 2022, it was determined that the most efficient way to obtain the required readings was to utilize the services of Olameter Corporation. The City is in the beginning stages of a three-year project to install automated metering equipment. Until their AMI equipment is installed, meter reading services will be required for all customers.

DISCUSSION:

In 2022, the City approved a contract with Olameter Corporation for meter reading services. Olameter was the sole contractor responding to the 2022 bid. The existing contract with Olameter is based on a per-read structure, dependent on the need to read all 22,000 utility accounts. A three-year project to install Automated Metering Infrastructure (AMI) equipment began in March 2026. Over the next three years, the number of meters requiring manual readings will decrease significantly. The City lacks sufficient staff to complete these readings, making it necessary to retain Olameter's services. To maintain the partnership during the project, Olameter proposed an hourly reading rate instead of a per-read fee, with a monthly cap to keep our costs at or below current contract expenses.

BUDGET IMPACT:

The City currently budgets for services with Olameter based on the per-reading price. The new contract terms establish an hourly rate and a cap that will not exceed the current cost of meter reading services. Therefore, there will be no increase in the budget, and expenditure may decrease.

City of Wyoming
1155 – 28th Street, SW
P O Box 905
Wyoming, MI 49509
ATTN: Ms. Traci Shaffer

March 24, 2026

RE: Water Meter Reading Services

Dear Traci,

As a follow-up to your recent request, Olameter Corporation is pleased to propose the following rates schedule to accommodate the City of Wyoming for continued Water Meter Reading service requirements, as based on the associated details currently available.

Associated rates schedule as follows:

Service Description	Bill Rate	Bill Type
Water Meter Reading	\$46.594	Per Hour

Pricing Notes

- Beginning in FY 26/27, when the AMI deployment commences, the above hourly meter reading rate shall apply
- A maximum of 140 hours shall be billed per month.
- A meter reading shall be obtained for all meters provided to the contractor by the 10th of each month.

Traci, we trust this is the information you require at this time. Should you require additional information, have any questions and/or wish to proceed with this service offering, please do not hesitate to contact us at your earliest convenience.

For our internal records, if you would please be as kind as to complete the attached "Letter of Intent" and email to Kassia's attention, it would be greatly appreciated.

Yours truly,

OLAMETER CORPORATION

Justin McCloud
VP - US Operations

Olameter Proprietary

Please note that this document is proprietary to Olameter and may not be shared, copied or disclosed to any third parties outside of the organization to whom it was addressed. It may be used solely for Olameter purposes. Use and/or disclosures of the document, in whole or in part, for any other purposes are not permitted without written authorization from Olameter.

PLEASE SIGN AND RETURN BY E-MAIL

To: Olameter Corporation
Attn: Kassia Kisting
Email: kassia.kisting@olameter.com
Phone: 262-787-8998

Letter of Intent

By providing an authorized signature below, you verify that you have reviewed the above-noted pricing dated February 19, 2026 and the City of Wyoming intends to proceed with Olameter Corporation for the provisioning of said services.

Please place your initials next to services that will be contracted through Olameter:

Water Meter Reading Services (hourly basis)

We do not wish to contract Olameter for the quoted services at this time.

Name: _____

Title: _____

Authorized Signature _____

Date: _____

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.

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

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.

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

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:

TABLE 90-1410 CORRIDOR EDGE AREA (CE)									
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

ORDINANCE NO. 8-26

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF THE CITY OF WYOMING BY ADDING SUBSECTION (151) TO REZONE 1957 BEVERLY AVENUE SW FROM I-1 LIGHT INDUSTRIAL DISTRICT TO I-2 GENERAL INDUSTRIAL 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 (151) to read as follows:

- (151) (a) To rezone the following described property at 1957 Beverly Ave SW (parcel number 41-17-10-226-003) from I-1 Light Industrial District to I-2 General Industrial District:

PART OF NE 1/4 COM 33 FT S & 168.57 FT W FROM NE COR OF SEC TH S 42D 54M W 1057.61 FT TH S 48D 34M W 244.46 FT TH N 60D 04M W 314.40 FT TH S 55D 25M 30S W 70.58 FT TO NELY LINE OF C&O RR R/W /100 FT WIDE/ TH NWLY ALONG NLY LINE OF SD RR R/W TO A PT 759.0 FT N 89D 50M E ALONG N SEC LINE & 569.72 FT S 2D 55M E FROM N 1/4 COR TH S 66D 01M 29S E 302.57 FT TH S 64D 54M 15S E 122.20 FT TH SELY 230.59 FT ALONG A 355 FT RAD CURVE TO LT /LONG CHORD BEARS S 83 30M 45S E 226.56 FT/ TH N 32D 56M 37S W 145.87 FT TH N 32D 56M 47S W 50.92 FT TH NELY 92.11 FT ALONG A 548.70 FT RAD CURVE TO LT /LONG CHORD BEARS N 63D 38M 50S E 92.0 FT/ TH N 2D 19M 27S E 77.63 FT TH N 34D 49M W 208.0 FT TH N 55D 11M E 498.72 FT TO A PT 759.0 FT N 89D 50M E ALONG N SEC LINE & 33.0 FT S 2D 55M E & 908.66 FT N 89D 50M E FROM N 1/4 COR TH N 89D 50M E TO BEG * SEC 10 T6N R12W 14.13 A.

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

Ordinance No. 8-26

CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509
616.530.7285 | wyomingmi.gov

March 24, 2026

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for a rezoning from I-1 Light Industrial District to I-2 General Industrial District at 1957 Beverly Avenue SW (Section 10) (Leedy Manufacturing Company LLC, 1957 Beverly LLC).

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 March 17, 2026. At the meeting, staff recommended approval of the rezoning request, and a motion was made by Zapata, supported by Lamer, 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.

The parcel is 12.93 acres and currently zoned I-1, which permits restricted industrial activities. The applicant proposes to relocate their metal fabrication business to Wyoming and redevelop the property at 1957 Beverly Avenue SW. The site is located in a historically industrial area of Wyoming and adjacent to existing I-2 industrial zoned property along Beverly Avenue and Burlingame Avenue.

An existing 180,000 sq. ft. building is on the site, which has been vacant for the past three years. The large building has limited potential for a single user under I-1 zoning restrictions, and the allowance of expanded industrial activities can facilitate redevelopment.

The I-2 District would permit uses that are compatible with adjacent industrial uses and appropriate for the site. Nearby industrial properties have similar sized buildings, and all manufacturing activities will be conducted within the building. Continued industrial activity through redevelopment aligns with the future land use for this site. This parcel meets minimum lot area and width requirements in the I-2 General Industrial District.

The representative of the applicant spoke briefly about the desire to relocate Leedy Manufacturing to Wyoming and operate at the site. No members of the public offered comment.

If approved for the proposed rezoning request, the property owner would need to submit for formal site plan review prior to any new development occurring at the site. A copy of the proposed rezoning survey is attached to this letter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Joel', followed by a long horizontal line extending to the right.

Joel Klaassen, Acting Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager

APPLICATION FOR DEVELOPMENT PLAN REVIEW

Proposed Request

<input type="checkbox"/>	Construction of a new building	<input checked="" type="checkbox"/>	Rezoning
<input type="checkbox"/>	Expansion of an existing building	<input type="checkbox"/>	Special Use
<input type="checkbox"/>	New/Expanded Multifamily Development	<input type="checkbox"/>	Site Condominium Plan
<input type="checkbox"/>	PUD Overall Development Plan/Amendment	<input type="checkbox"/>	Preliminary Plat
<input type="checkbox"/>	Other (describe) _____		

Site and Project Information

Project Name: Rezoning of 1957 Beverly Ave. SW
Site Address(es): 1957 Beverly Ave. SW, Wyoming, MI 49519
Parcel Number(s): 41-17-10-226-003
Total Site Area: 13.69 acres Existing Bldg. Coverage: 180,529sf Proposed Bldg. Coverage: N/A
Current Use of Site/Building: Vacant, Industrial
Proposed Use of Site/Building: Industrial - metal fabrication and machining
Current Zoning District: I-1 Proposed Zoning District: I-2
Proposed Number of Units: 1 Proposed Number of Total Parking Spaces: N/A
Estimated Project Cost: \$5,000,000.00 Projected Number of Jobs Created: 58 jobs transferring to Wyoming;
6 new jobs created in next 2 years.
Mandatory Pre-Application Meeting Date Completed on: January 22, 2026
Waiver(s) Requested: Yes No

Applicant and Preparer of Development Plan

Applicant: Leedy Manufacturing Company LLC Preparer/Firm: Jon Andersh, Miller Johnson
Address: 210 Hall Street SW Address: 45 Ottawa Ave SW, Ste. 1100
Grand Rapids, MI 49507 Grand Rapids, MI 49503
Email: STraynor@leedymfg.com Email: andershj@millerjohnson.com
Phone: 616.245.0517 x1016 Phone: 616.831.1979

Property Owner

Name: 1957 Beverly, LLC Address: 210 Hall Street SW
Phone: 616.245.0517 x1016 Grand Rapids, MI 49507

Signature: 

**PROJECT NARRATIVE IN SUPPORT OF
REQUEST TO REZONE 1957 BEVERLY AVE. SW**

February 11, 2026

Introduction

Leedy Manufacturing Company LLC (“Leedy”) seeks to rezone an approximately 13.69-acre parcel of land at the corner of Burton Street SW and Beverly Avenue SW from I-1 Light Industrial District to I-2 General Industrial District. The property, commonly referred to as 1957 Beverly Avenue SW (the “Property”), is outlined in red on Figure 1. The Property has approximately 1,300 feet of road frontage along Beverly Avenue SW and an average depth of more than 500 feet. The ALTA/NSPS Land Title Survey enclosed with this application, which is intended to serve as the Sketch Plan required for a rezoning application, shows the current improvements on the Property and all easements and rights of way affecting the Property.



Figure 1: Aerial Image of Property (Kent County GIS)

1957 Beverly, LLC, the owner of the Property, acquired the Property in early 2026 with the intent of redeveloping the Property for occupancy by Leedy. Originally founded in 1947, Leedy specializes in production machining, fabrication, and assembly of metal products and mechanical assemblies. Leedy now operates one of the most complete production facilities in the midwestern United States and has invested in state-of-the-art equipment and methods. As Leedy continues to grow, the company is pursuing a larger and updated facility to meet its needs. The property owner and Leedy will work together to revitalize the Property, and this application for rezoning is the first step in a process that will later involve detailed site plan approval after the zoning classification is established.

Application of Factors for Consideration of Requests for Rezoning

The following narrative discusses the factors provided in Section 90-516(6) of the City’s Zoning Ordinance, which will be applied to consideration of this request for rezoning:

(a) Consistency of the proposed zoning district and land uses that could occur in the proposed zoning district with the adopted master plan.

Rezoning the Property is consistent with the City’s Master Plan, which focuses on keeping industrial uses concentrated in designated areas and accomplishing the goal of promoting investment in the City’s existing industrial areas. The Master Plan describes the I-2 General Industrial District as the district designed for heavier industrial uses, including manufacturing and factories that work with metals, and that are found in the northern and western extremities of City limits (south of Burton Street SW). Leedy intends to use the Property for this purpose, as a manufacturing facility specializing in the machining and fabrication of metal products. The Property is also located directly in the targeted industrial area described in the Master Plan, as it abuts the south side of Burton Street SW in the City’s northwest corner, with clear access to the established freight corridor of Chicago Drive SW.

The Implementation Chart featured in the City’s Master Plan also recommends that the City “Pursue opportunities to consolidate older industrial properties for comprehensive redevelopment and accommodation of modern industrial buildings.” Leedy is requesting rezoning of the Property to accomplish this goal, to revitalize the Property for a modern, efficient industrial purpose. Rezoning the Property to allow for metal fabrication and manufacturing will allow Leedy to pursue redevelopment of a site within an existing industrial corridor that has otherwise sat vacant since February of 2024.

(b) Compatibility of the proposed zoning district and land uses that could occur in the proposed zoning district with existing and future land uses adjacent to and in the vicinity of the property proposed for rezoning.

Rezoning the Property to the I-2 General Industrial District will be consistent and compatible with the existing pattern of zoning in this area. The Property, highlighted in red on Figure 2, is directly across Beverly Avenue SW from properties currently zoned I-2. The adjacent properties at 2000 Beverly Avenue SW and 2025 & 2051 Burlingame Avenue SW are zoned I-2. The surrounding area also includes large sites zoned I-2 at 1701 Porter Street SW and 2100 Burlingame Avenue SW (the current General Motors Components facility). While there are a small number of residential parcels across Burton Street SW, these parcels already about an area of the City that has historically been used for industrial purposes – with the Property originally having been developed by Lorraine Car company for automobile manufacturing as early as 1919.

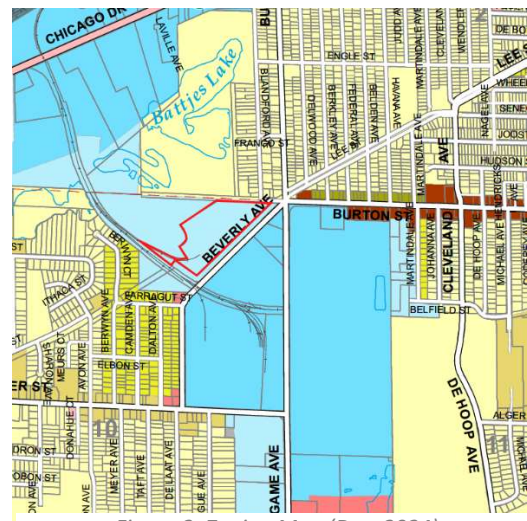


Figure 2: Zoning Map (Dec. 2024)

The future Land Use Plan incorporated into the City’s Master Plan also proposes that the Property should stay industrial, to accomplish the goal of continuing to concentrate industrial uses within designated industrial areas. The future Land Use Plan similarly proposes that the surrounding properties zoned I-2 should remain industrial.

(c) Whether existing or planned public infrastructure and services are sufficient to serve possible uses and development of the property after it is rezoned.

The Property is currently served by public services and utilities, which are sufficient to serve the industrial uses permitted in the I-2 General Industrial District.

(d) Whether the property can be used as currently zoned.

While the Property may technically be used for limited industrial purposes as currently zoned, the Property's I-1 Light Industrial District zoning limits the number of potential uses given the Property's 13.69-acre size and the scale of the existing 180,000-square-foot building. A parcel and building of this size are not well-suited for the limited manufacturing uses permitted within the I-1 district. The short list of permitted manufacturing uses limits the number of potential companies that can occupy or invest in redevelopment of this site. The scope of the Property calls for more involved manufacturing uses like those permitted in the I-2 General Industrial District, and for the Property to be consistent with the other larger parcels located in the surrounding I-2 district. The Property has sat vacant since February of 2024, further demonstrating that the Property's current zoning designation has limited the potential for a company to re-occupy and invest in this site.

(e) Whether all uses that could be made of the property if rezoned as requested are appropriate at the location of the property.

The list of uses permitted by right and the special land uses for the proposed I-2 General Industrial District are appropriate for the Property. Many of the permitted uses are typical uses found in the adjacent industrial area along Beverly Avenue SW and Burlingame Avenue SW – as well as the nearby industrial corridor along Chicago Drive SW. The Property's overall size and ability to accommodate parking needs, loading spaces and internal traffic circulation on-site demonstrates that the uses permitted in the I-2 district are appropriate for the Property.

Sketch Plan Waiver Requests

Enclosed with Leedy's application is an ALTA/NSPS Land Title survey showing existing conditions at the Property as of November 20, 2025. The ALTA/NSPS Land Title survey is intended to serve as the required Sketch Plan. Table A, attached to this narrative, explains the reasoning for the requested waivers from certain Sketch Plan requirements.

Conclusion

Leedy respectfully requests that the Planning Commission recommend that the Property be rezoned from I-1 Light Industrial District to I-2 General Industrial District based on the policies and recommendations of the City's Master Plan and the Property's suitability for redevelopment as a manufacturing facility specializing in machining and fabrication of metal products.

TABLE A

REQUESTED WAIVERS FROM CITY OF WYOMING DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS – SKETCH PLAN				
	Required Plan Data	Sketch Plan	Waiver Requested	Rationale for Requested Waiver
C. Site Data (<i>applicable data fields only</i>)				
C6	Location of existing drainage courses, floodplains, lakes and streams, wetlands with elevations, and woodlands	REQ	Yes	Property is not located within a floodplain and does not feature streams, wetlands, and woodlands. Infrastructure related to drainage and elevations will be provided with the full Site Plan for redevelopment of the property after consideration of the rezoning.
D. Access and Circulation (<i>applicable data fields only</i>)				
D8	Calculations for required number of parking and loading spaces	REQ	Yes	Property currently has 171 parking spaces and 14 loading spaces. Calculations with respect to updated requirements will be prepared with the full Site Plan for redevelopment of the property after consideration of the rezoning.
D10	Designation of fire lanes	REQ	Yes	Internal circulation and designation of fire lanes at the Property will be designed and considered with the full Site Plan for redevelopment of the property after consideration of the rezoning.
D11	Truck circulation plan showing turning templates for delivery trucks and emergency vehicles	REQ	Yes	Internal truck circulation and emergency vehicle access points the Property will be designed and considered with the full Site Plan for redevelopment of the property after consideration of the rezoning.

G. Information Concerning Existing and Proposed Utilities, Drainage, and Related Issues <i>(applicable data fields only)</i>				
G4	Indication of site grading, drainage patterns and other storm water management	REQ	Yes	A site grading plan and drainage plan will be prepared and submitted with the full Site Plan for redevelopment of the property after consideration of the rezoning.
H. Additional Info Required for Residential Development <i>(applicable data fields only)</i>				
H1	The number and location of each type of residential unit	REQ	Yes	The requested zoning district is an industrial district, and there is no plan to redevelop this property for residential use. Accordingly, this item does not apply.
H2	Density calculations by type of residential unit (dwelling units per acre)	REQ	Yes	The requested zoning district is an industrial district, and there is no plan to redevelop this property for residential use. Accordingly, this item does not apply.
H3	Garage or carport locations and details, if proposed	REQ	Yes	The requested zoning district is an industrial district, and there is no plan to redevelop this property for residential use. Accordingly, this item does not apply.
H5	Location, dimensions, and elevations of common building(s), if applicable	REQ	Yes	The requested zoning district is an industrial district, and there is no plan to redevelop this property for residential use. Accordingly, this item does not apply.

ITEMS CORRESPONDING TO SCHEDULE B-II

- 7 The terms, provisions and easement(s) contained in the instrument dated July 1, 1959 between Wolverine Carton Company and Consumers Power Company, recorded July 2, 1959 as Liber 1872, Page 479 of Official Records. THE EASEMENT REFERENCED THEREIN LIES WITHIN THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- 8 Easements and rights conveyed in instrument dated July 2, 1959 from Wolverine Carton Company to Consumers Power Company, recorded July 2, 1959 as Liber 1872, Page 482 of Official Records. THE EASEMENT REFERENCED THEREIN LIES WITHIN THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- 9 The terms, provisions and easement(s) contained in instrument dated July 2, 1959 between Consumers Power Company and Wolverine Carton Company, recorded July 2, 1959 as Liber 1872, Page 484, as affected by Assignment and Conveyance to PKG Corporation dated June 8, 1965, recorded in Liber 1996, Page 127 of Official Records. THE EASEMENT REFERENCED THEREIN LIES WITHIN THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- 10 The terms and provisions of instrument dated April 5, 1965 between Consumers Power Company and Packaging Corporation of America, recorded April 9, 1965 as Liber 1992, Page 333, as affected by Assignment and Conveyance to PKG Corporation dated June 8, 1965, recorded in Liber 1996, Page 127, and as affected by Partial Release of Easement dated May 25, 1990 recorded in Liber 2795, Page 365 of Official Records. THE EASEMENT REFERENCED THEREIN LIES WITHIN THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- 11 An oil and gas lease executed by Packaging Corporation of America as lessor and Tenneco Oil Company as lessee, as evidenced by Memorandum of Oil, Gas and Mineral Lease dated May 1, 1973, recorded October 1, 1973 as Liber 2160, Page 322, amended by Amendment and Ratification of Oil, Gas and Mineral Lease recorded in Liber 2523, Page 697. The lessee's interest has been conveyed, assigned and assumed by instruments recorded in Liber 2582, Page 843, in Liber 2585, Page 1056, and in Liber 2641, Page 108 of Official Records.

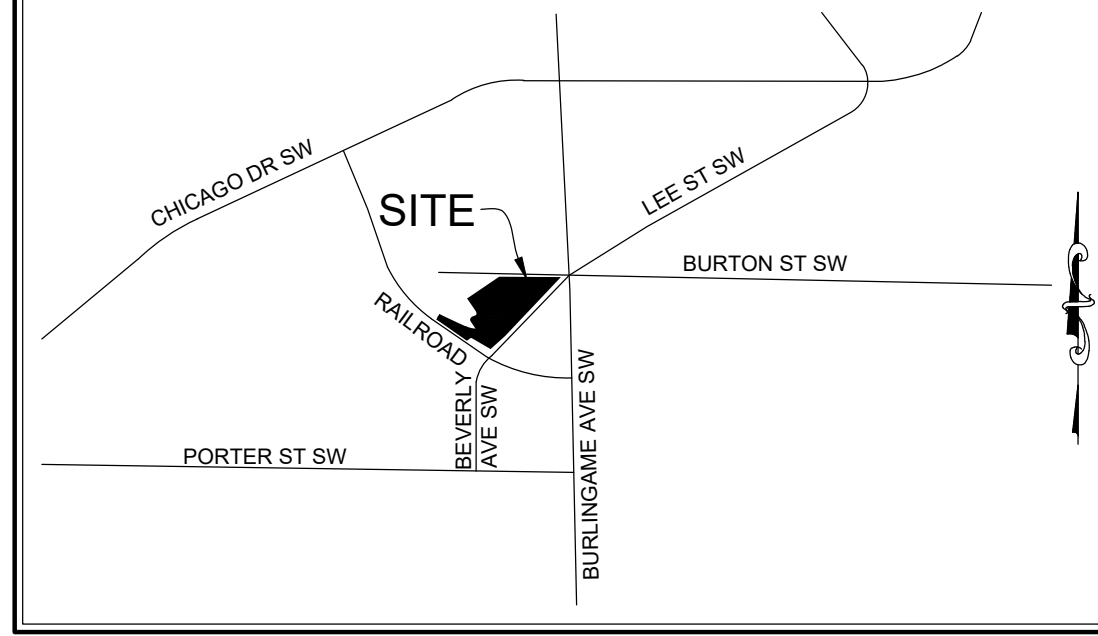
This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.
THE PROPERTY REFERENCED THEREIN ENCOMPASSES THE SUBJECT PROPERTY AND NO EASEMENTS TO PLOT.
- 12 The terms and provisions contained in the document entitled "Quitclaim Deed" between CSX Transportation Inc. and Grand Rapids Gravel Company dated October 13, 1989, recorded as Liber 2689, Page 1395 of Official Records. UNABLE TO LOCATE FROM RECORD DOCUMENT.
- 13 The terms, provisions and easement(s) contained in the document entitled "Grant of Access and Utility Easement" between Packaging Corporation of America and Owen-Ames-Kimball Co., dated on or about November 22, 1989, recorded as Liber 2690, Page 19 of Official Records. THE EASEMENT REFERENCED THEREIN LIES WITHIN THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- 14 The terms, provisions and easement(s) contained in the document entitled "Easement" between Consumers Power Company and Packaging Corporation of America, et al, dated February 1, 1990, recorded February 15, 1990 as Liber 2713, Page 1273 of Official Records. THE EASEMENT REFERENCED THEREIN LIES WITHIN THE SUBJECT PROPERTY AND IS SHOWN HEREON.
- 15 Notice of Intention to Retain Mineral Rights made by Packaging Corporation of America dated March 31, 1992, recorded April 22, 1992 as Liber 3020, Page 1104 of Official Records.

This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.
THE PROPERTY REFERENCED THEREIN ENCOMPASSES THE SUBJECT PROPERTY AND NO EASEMENTS TO PLOT.

ZONING INFORMATION

NONE PROVIDED AT THIS TIME.

VICINITY MAP - NOT TO SCALE



MISCELLANEOUS NOTES

- MN1 The visible posted address of the subject property is 1957 Beverly Ave
- MN2 The subject property surveyed contains an area of 13.69 acres (596,356 square feet), more or less.
- MN3 There are 171 regular parking spaces, 0 handicapped parking spaces, and 14 loading spaces, for a total of 185 parking spaces located on the subject property.
- MN4 At the time of survey, there was no observable evidence of earth moving work, building construction or building additions.
- MN5 At the time of survey, there were no changes in street right of way lines or observable evidence of street or sidewalk repairs.
- MN6 No offsite easements or servitudes benefiting the surveyed property were noted at time of survey.
- MN7 Bearings shown hereon are based on the Southerly Right-of-Way line of Burton St SW, Kent County, Michigan. A bearing of N 89° 49' 59" E was used.
- MN8 Subject property has indirect access to Burton St SW, a dedicated public Right-of-Way, and indirect access to Beverly Ave via Driveway Easement per Liber 1992, Pg 333.
- MN9 At the time of survey, there was no observable evidence of the site being used as a cemetery.
- MN10 Some features shown on this plat may be shown out of scale for clarity. All dimensions shown are in feet and decimals thereof.
- MN11 Due to inclement weather at the time of survey, some improvements may have been obscured by accumulated snow and ice.
- MN12 At the time of survey, there was no observable evidence of party or common walls on the subject property with respect to adjoining properties.

RECORD DESCRIPTION

Land in the City of Wyoming, Kent County, MI, described as follows:

Part of the Northeast 1/4 of Section 10, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing 33.00 feet South and 168.57 feet West from the Northeast corner of said Section; thence South 42 degrees 54 minutes West 1057.61 feet; thence South 48 degrees 34 minutes West 244.46 feet; thence North 60 degrees 04 minutes West 314.40 feet; thence South 55 degrees 25 minutes 30 seconds West 70.58 feet to the Northeastly line of the C&O Railroad Right of Way (100.00 feet wide); thence Northwesterly along the Northerly line of said Railroad Right of Way to a point 759.00 feet North 89 degrees 50 minutes East along the North Section line and 569.72 feet South 02 degrees 55 minutes East from the North 1/4 corner; thence South 66 degrees 01 minutes 29 seconds East 302.57 feet; thence South 64 degrees 54 minutes 15 seconds East 122.20 feet; thence Southeasterly 230.59 feet along a 355.00 foot radius curve to the left, the long chord of which bears South 63 degrees 30 minutes 45 seconds East 226.56 feet; thence North 32 degrees 56 minutes 37 seconds West 145.87 feet; thence North 32 degrees 56 minutes 47 seconds West 50.92 feet; thence Northwesterly 92.11 feet along a 548.70 foot radius curve to the left, the long chord of which bears North 63 degrees 38 minutes 50 seconds East 92.00 feet; thence North 02 degrees 19 minutes 27 seconds East 77.63 feet; thence North 34 degrees 49 minutes West 208.00 feet; thence North 55 degrees 11 minutes East 498.72 feet to a point 759.00 feet North 89 degrees 50 minutes East along the North Section line and 33.00 feet South 02 degrees 55 minutes East and 908.66 feet North 89 degrees 50 minutes East from the North 1/4 corner; thence North 89 degrees 50 minutes East to the beginning.

Said Parcel is also described as follows:

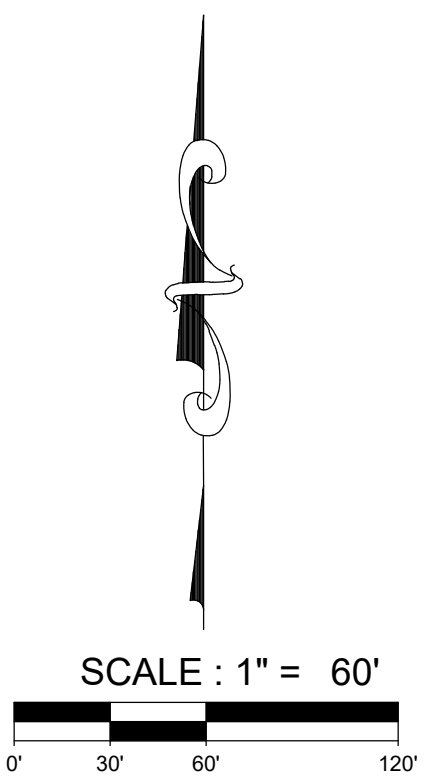
Land in the Northeast 1/4 of Section 10, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northeast corner of said Section; thence South 89 degrees 50 minutes West 138.70 feet along the North line of said Section; thence South 42 degrees 39 minutes 30 seconds West 45.00 feet to the Place of Beginning; thence continuing South 42 degrees 39 minutes 30 seconds West 1053.79 feet measured (South 42 degrees 54 minutes West 1057.61 feet deed); thence South 48 degrees 19 minutes 30 seconds West measured (South 48 degrees 34 minutes West deed) 244.46 feet; thence North 60 degrees 04 minutes 30 seconds West measured (North 60 degrees 34 minutes West deed) 314.40 feet; thence South 55 degrees 11 minutes West 70.58 feet to the Northerly right of way line of the Chesapeake and Ohio Railroad (formerly Pere Marquette Railway Company); thence North 55 degrees 35 minutes 50 seconds West measured (North 55 degrees 19 minutes 30 seconds West deed) 502.05 feet along said Northerly line; thence South 66 degrees 01 minutes 29 seconds East 302.57 feet; thence South 64 degrees 54 minutes 15 seconds East 122.20 feet; thence 230.59 feet along the arc of a 355.00 foot radius curve to the left, the long chord of which bears South 63 degrees 30 minutes 45 seconds East 226.56 feet; thence North 32 degrees 56 minutes 47 seconds West 196.79 feet; thence 92.14 feet along the arc of a 548.70 foot radius curve to the left, the long chord of which bears North 63 degrees 38 minutes 46 seconds East 92.00 feet; thence North 02 degrees 19 minutes 27 seconds East 77.63 feet; thence North 34 degrees 49 minutes West 208.00 feet; thence North 55 degrees 11 minutes East 498.72 feet; thence North 89 degrees 50 minutes East 761.93 feet along a line parallel with and 33.00 feet South of the North line of said Section to the Place of Beginning.

Together with rights for a railroad spur track as set forth in instrument recorded in Liber 1872, Page 479; with rights for sewer mains as set forth in instrument recorded in Liber 1872, Page 484 and assigned in Liber 1996, Page 127; with rights for driveways as set forth in instrument recorded in Liber 1992, Page 333 and assigned in Liber 1996, Page 127 and as partially released by instrument recorded in Liber 2795, Page 365; and with easement for driveway as set forth in instrument recorded in Liber 2713, Page 1278.

Said Parcel also being described as (Survey Legal):

Land in the Northeast 1/4 of Section 10, Town 6 North, Range 12 West, City of Wyoming, Kent County Michigan, described as: Commencing at the Northeast corner of said Section; thence South 89 degrees 50 minutes West 138.70 feet along the North line of said Section; thence South 42 degrees 39 minutes 30 seconds West 44.86 feet to a point on the Southerly right of way line of Burton Street (66' wide) for the Place of Beginning; thence continuing South 42 degrees 39 minutes 30 seconds West 1053.93 feet; thence South 48 degrees 19 minutes 30 seconds West 244.46 feet; thence North 60 degrees 04 minutes 30 seconds West 314.40 feet; thence South 55 degrees 11 minutes West 70.58 feet to the Northerly right of way line of the Chesapeake and Ohio Railroad (formerly Pere Marquette Railway Company); thence North 55 degrees 35 minutes 50 seconds West 502.05 feet along said Northerly line; thence South 66 degrees 01 minutes 29 seconds East 302.57 feet; thence South 64 degrees 54 minutes 15 seconds East 122.20 feet; thence 230.59 feet along the arc of a 355.00 foot radius curve to the left, the long chord of which bears South 63 degrees 30 minutes 45 seconds East 226.56 feet; thence North 32 degrees 56 minutes 47 seconds West 196.79 feet; thence 92.14 feet along the arc of a 548.70 foot radius curve to the left, the long chord of which bears North 63 degrees 38 minutes 46 seconds East 92.00 feet; thence North 02 degrees 19 minutes 27 seconds East 77.63 feet; thence North 34 degrees 49 minutes West 208.00 feet; thence North 55 degrees 11 minutes East 498.72 feet; thence North 89 degrees 50 minutes East 761.93 feet along a line parallel with and 33.00 feet South of the North line of said Section to the Place of Beginning.

THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. NCS-1283757-ATL, DATED OCTOBER 17, 2025.



Survey Performed by
Global Land Solutions
 9730 N. Greenville Rd., Lakeview, Michigan 48850
 (989) 352-4000
 www.GlobalLandSolutions.com
 globallandsolutions@gmail.com

FLOOD NOTE

By graphic plotting only, this property is in Zone X of the Flood Insurance Rate Map, Community Panel No. 26081C0412D, which bears an effective date of 02/23/2023, and is not in a Special Flood Hazard Area.

PROJECT REVISION RECORD

DATE	DESCRIPTION	DATE	DESCRIPTION
12/01/2025	FIRST DRAFT		
12/10/2025	NETWORK COMMENTS		
12/18/2025	NETWORK COMMENTS		
FIELD WORK: BGS	DRAFTED: GS	CHECKED BY: JMS	FB & PG.

SIGNIFICANT OBSERVATIONS

A METAL FENCE ENCROACHES NORTHERLY AND EASTERLY PROPERTY LINE.

LEGAL

THIS SURVEY WAS PREPARED FOR THE PURPOSE OF THIS REAL ESTATE TRANSACTION ONLY AND NO FURTHER PARTIES OTHER THAN THOSE CERTIFIED ABOVE SHALL RELY ON IT FOR ANY OTHER PURPOSE OR TRANSACTION

ALTA/NSPS LAND TITLE SURVEY

for
1957 BEVERLY UPDATE
 NV5 Project No. 202504868, 001
 1957 Beverly Avenue, Wyoming, MI 49519

BASED UPON TITLE COMMITMENT NO. NCS-1283757-ATL
 OF FIRST AMERICAN TITLE INSURANCE COMPANY
 BEARING AN EFFECTIVE DATE OF OCTOBER 17, 2025 @ 8:00 A.M.

Surveyor's Certification

To: 1957 Beverly, LLC, a Michigan limited liability company; GRAPHIC PACKAGING INTERNATIONAL, LLC, a Delaware limited liability company; LEEDY PROPERTIES LLC, a Michigan limited liability company; First American Title Insurance Company; and Bock & Clark Corporation, an NV5 Company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 9, 13, 16, 17, 18, and 19 of Table A thereof. The field work was completed on 11/20/2025.

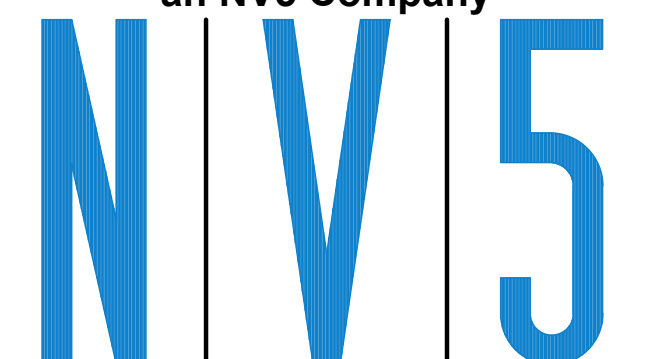
Jay M. Schwandt
 JAY M. SCHWANDT
 REGISTRATION NO. 47974
 IN THE STATE OF MICHIGAN
 DATE OF FIELD SURVEY: NOVEMBER 20, 2025
 DATE OF LAST REVISION: DECEMBER 10, 2025
 NETWORK PROJECT NO. 202504868-001-CLC



SURVEY PERFORMED BY:
 GLOBAL LAND SOLUTIONS, LLC
 326 S LINCOLN AVE
 LAKEVIEW, MI 48850
 GLOBALLANDSOLUTIONS@GMAIL.COM

SHEET 1 OF 2

Bock & Clark Corporation
 an NV5 Company

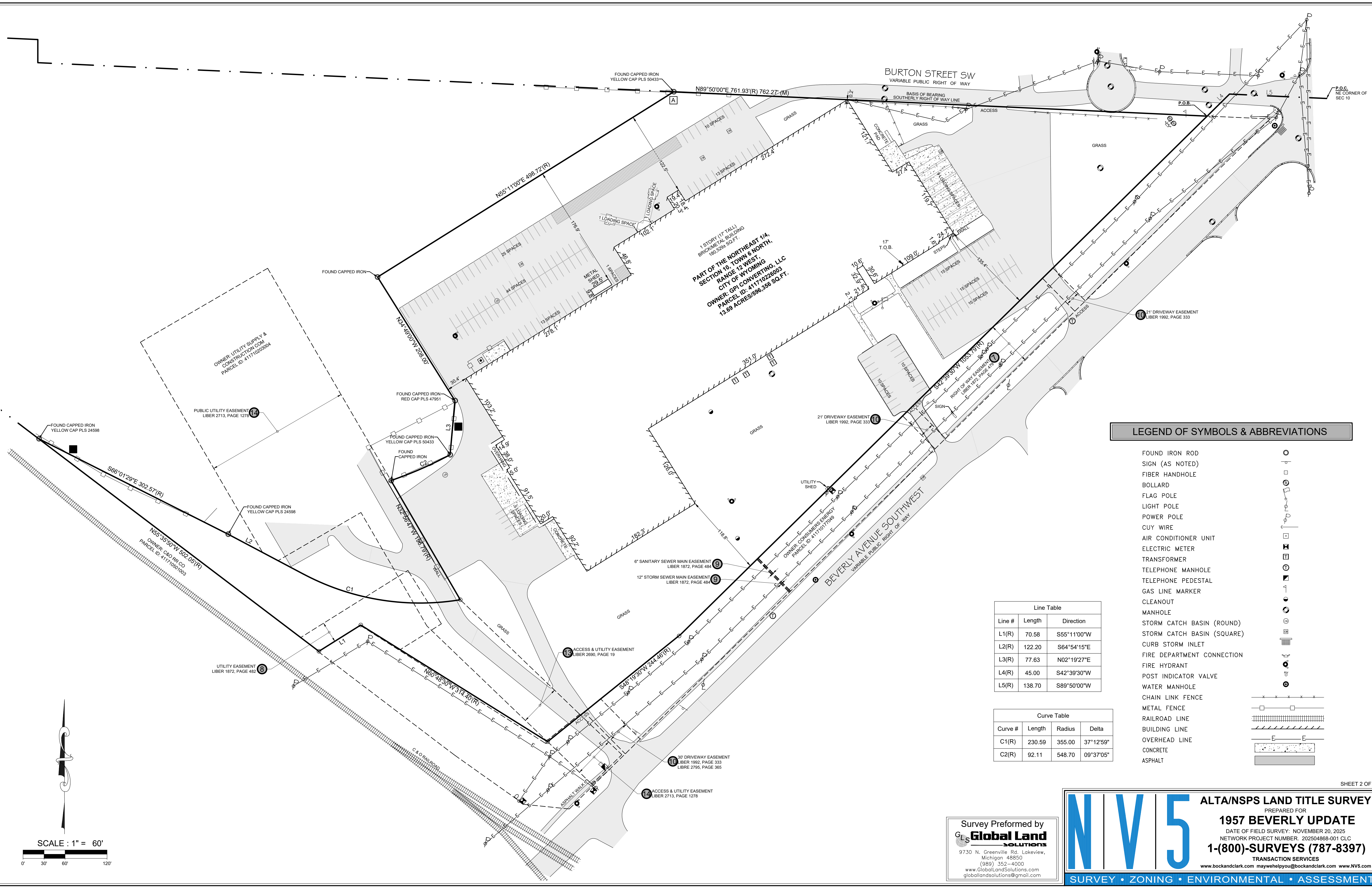


Transaction Services 1-800-SURVEYS (787-8397)
 4580 Stephen Circle, Suite 300, Canton, OH 44718

www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

C:\Users\jbock\OneDrive\Desktop\2025 Projects\2454\1\000-Data\250424 - 20250424 - 197 Beverly Update Project.dwg Plot: Sheet 2 of 2, Saved by bock on 12/19/2025 8:39 AM. Plotted by Brandon Schmidt, 12/22/2025 1:53 PM



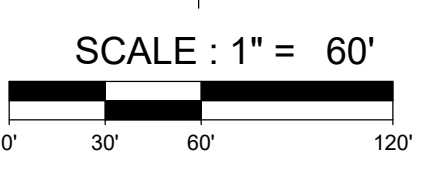
1 STORY (17 TALL)
BRICK/METAL BUILDING
168,528 SQ.FT.
PART OF THE NORTHEAST 1/4,
SECTION 10, TOWN 6 NORTH,
RANGE 12 WEST,
CITY OF WYOMING, LLC
OWNER: GPI CONVERTING, LLC
PARCEL ID: 411710226003
13.69 ACRES/696,356 SQ.FT.

LEGEND OF SYMBOLS & ABBREVIATIONS

- FOUND IRON ROD
- SIGN (AS NOTED)
- FIBER HANDHOLE
- BOLLARD
- FLAG POLE
- LIGHT POLE
- POWER POLE
- CUY WIRE
- AIR CONDITIONER UNIT
- ELECTRIC METER
- TRANSFORMER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- GAS LINE MARKER
- CLEANOUT
- MANHOLE
- STORM CATCH BASIN (ROUND)
- STORM CATCH BASIN (SQUARE)
- CURB STORM INLET
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- POST INDICATOR VALVE
- WATER MANHOLE
- CHAIN LINK FENCE
- METAL FENCE
- RAILROAD LINE
- BUILDING LINE
- OVERHEAD LINE
- CONCRETE
- ASPHALT

Line Table		
Line #	Length	Direction
L1(R)	70.58	S55°11'00"W
L2(R)	122.20	S64°54'15"E
L3(R)	77.63	N02°19'27"E
L4(R)	45.00	S42°39'30"W
L5(R)	138.70	S89°50'00"W

Curve Table			
Curve #	Length	Radius	Delta
C1(R)	230.59	355.00	37°12'59"
C2(R)	92.11	548.70	09°37'05"



Survey Performed by
Global Land Solutions
9730 N. Greenville Rd., Lakeview,
Michigan 48850
(989) 352-4000
www.GlobalLandSolutions.com
globallandsolutions@gmail.com

NV5 ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
1957 BEVERLY UPDATE
DATE OF FIELD SURVEY: NOVEMBER 20, 2025
NETWORK PROJECT NUMBER: 202504868-001 CLC
1-(800)-SURVEYS (787-8397)
TRANSACTION SERVICES
www.bockandclark.com maywehelpyou@bockandclark.com www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 1

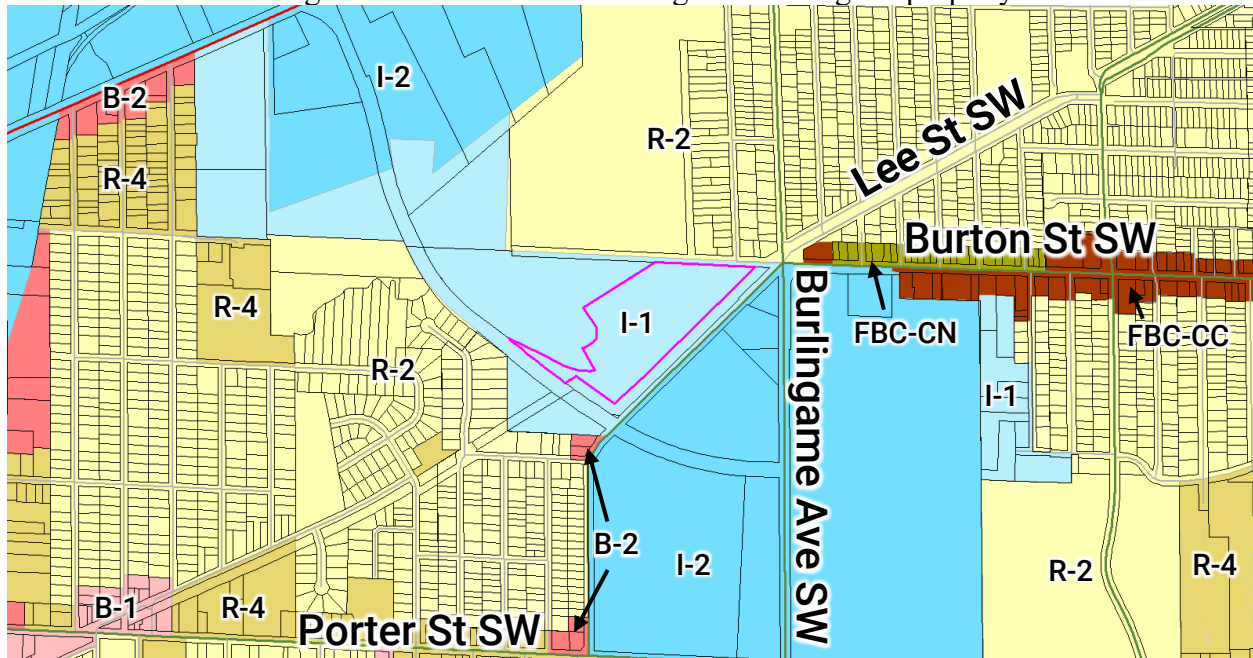
DATE DISTRIBUTED: March 10, 2026
PLANNING COMMISSION DATE: March 17, 2026
ACTION REQUESTED: Request for Rezoning from I-1 Light Industrial District to I-2 General Industrial District
REQUESTED BY: Leedy Manufacturing Company LLC, 1957 Beverly LLC
REPORT PREPARED BY: Colton Hyble, Planner I

GENERAL LOCATION DESCRIPTION:

The property is located at 1957 Beverly Avenue SW. The property is approximately 12.93 acres and is located along Beverly Avenue SW, southwest of the intersection of Burton Street SW and Burlingame Avenue SW.

EXISTING ZONING CHARACTERISTICS:

The site is zoned I-1 Light Industrial District. Zoning surrounding the property follows:



North: R-2 Residential District, I-2 General Industrial District
South: I-1 Light Industrial District, I-2 General Industrial District, B-2 General Business District, R-2 Residential District
East: I-2 General Industrial District, Form Based Code: Corridor Center, Corridor Neighborhood, I-1 Light Industrial District, R-4 Residential District
West: I-1 Light Industrial District, R-2 Residential District, R-4 Residential District, B-2 General Business District

EXISTING LAND USE:

The site currently has one building within the 12.93 acre parcel. Uses surrounding the sites are the following:



North: Residential – Single Family, Battjes Park, Industrial – Wholesaling, Supply Store, Contracting, Manufacturing

South: Industrial – Packaging, Waste Management, Distribution, Truck Transport, Residential – Single Family

East: Industrial – Truck Repair, Supply Store, Manufacturing, Public – Fire Station #1, Commercial – Professional Services, Financial Institution, Bakery, Restaurant, Florist, Gas Station, Automotive Repair

West: Industrial – Contractor, Storage, Manufacturing, Residential – Single Family, Multi-Family

PROJECT INFORMATION:

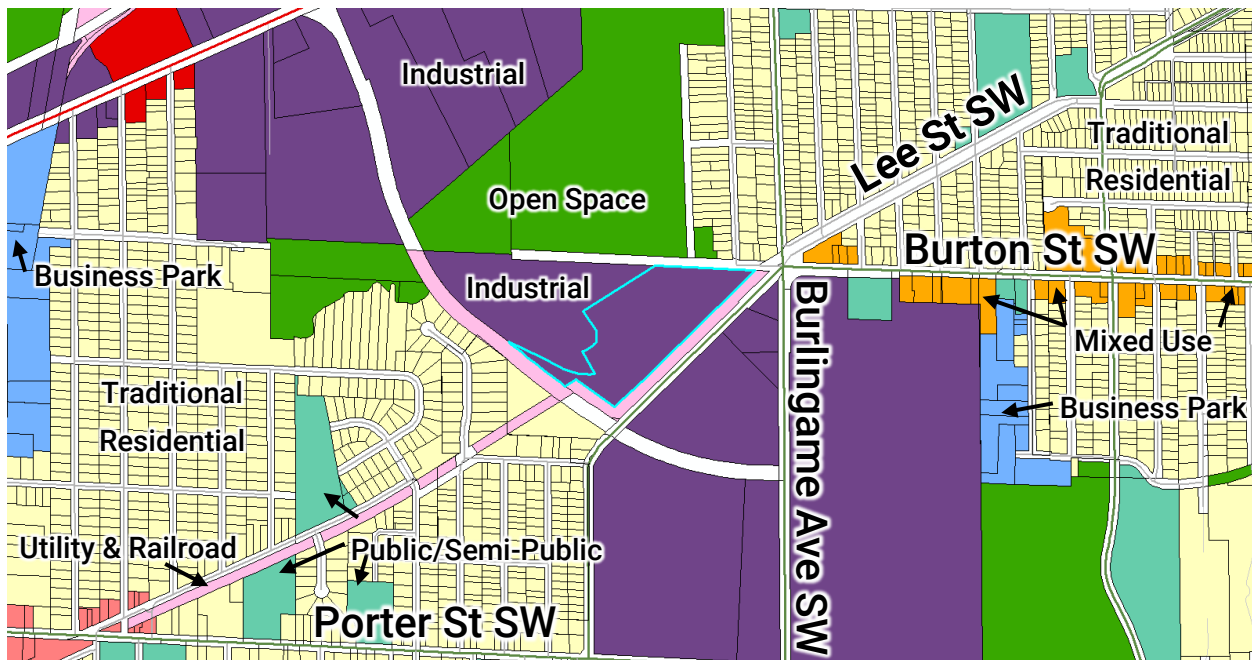
The applicant is proposing to rezone the property at 1957 Beverly Avenue SW to I-2 General Industrial District. The parcel is adjacent to existing I-2 zoned parcels to the west and south along Beverly Avenue SW and Burlingame Avenue SW. There are established I-2 parcels along Chicago Drive SW to the northwest of the proposed rezoning. The applicant intends to redevelop the site to allow for fabrication and machining activities allowed within the I-2 General Industrial District.

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 this parcel as Industrial. This designation includes uses involving manufacturing, processing, storage, and distribution. The master plan calls for these uses to be clustered near established freight corridors and properly buffered to limit the impact on adjacent uses. The proposed rezoning allows for the redevelopment of a vacant industrial facility within an established industrial district. Redevelopment of this site allows for continued industrial activity that will meet all applicable buffer and screening requirements.



(b) *Compatibility of the allowed uses with existing and future land uses;*

Both the existing and future land uses agree with the continued industrial use of this site. With the proposed rezoning, the property would be able to support redevelopment and future industrial uses proposed by the applicant. The rezoning would also allow for the continuation of existing permitted uses under I-1. The I-2 General Industrial District aligns with the Industrial future land use designation in this existing industrial corridor of the City.

(c) *Capability of the property to be served by public services;*

The property is currently served by public services and utilities.

(d) *Ability of the property to be used as currently zoned; and*

The parcel is currently zoned I-1, which allows for limited industrial activities. The site currently has an approximately 180,000 sq. ft. building on the 12.93 acre site, which has limited potential under I-1 zoning restrictions. A single user is likely unable to utilize the space effectively, and multiple users inhabiting a site of this size can create traffic challenges. The site has been vacant for the past three years, which demonstrates some of the challenges to use the property as currently zoned. A single industrial user can utilize the entire site with expanded industrial activities permitted, which allows for redevelopment to occur at the same time.

(e) *Appropriateness of all uses allowed within the proposed district at the property location.*

Allowable activities within the I-2 General Industrial District are suitable for this site when considering the nature of manufacturing activities and adjacent I-2 uses. Within the I-2 District, all manufacturing activities must be conducted within an enclosed building, which the site has the ability meet. Other uses similar in building size and acreage of the proposed site are located nearby along Beverly Avenue SW, Burlingame Avenue SW, and Chicago Drive SW.

STAFF COMMENTS

(A) *Dimensional Standards*

1957 Beverly Avenue SW exceeds all development standards for the I-2 General Industrial District, which includes a minimum lot area of 1 acre and minimum lot width of 100 feet.

(B) *Location*

The parcel is located along Beverly Avenue SW, less than one mile from interstate I-196 to the northwest. Nearby uses include other established industrial activities and railroad property. The City's Public Works Department plans to alter the nearby intersection of Burton Street, Beverly Avenue, and Burlingame Avenue in the summer of 2026. This intersection currently features traffic connecting from six different roads, which will be reduced. These changes will help to separate the industrial traffic from nearby residential traffic along Burton Street SW.

(C) *Process*

The Planning Commission is only considering the rezoning of this parcel. The rezoning will receive two readings at City Council.

- March 17 – Planning Commission considers rezoning request.
- April 6 – City Council hears the first reading of the rezoning request.
- May 4 – 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.

The proposed rezoning advances economic strength through the redevelopment of a vacant industrial site. Wyoming's industrial sector is characterized by low vacancies and high demand, and this project could bring a substantial investment and jobs to Wyoming if rezoned to I-2 General Industrial District.

PLANNING COMMISSION ACTION:

The Development Review Team recommends the Planning Commission grant the I-2 rezoning request at 1957 Beverly Avenue SW 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

Joel Klaassen, Acting Director of Community and Economic Development

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING
PLANNING COMMISSION AT ITS REGULAR MEETING OF APRIL 21, 2026

PLANNING COMMISSION
MEETING MINUTES OF MARCH 17, 2026
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

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

MEMBERS ABSENT: Hall, Smart, Weller

STAFF PRESENT: Hofert, Deputy City Manager
Klaassen, Acting 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 commissioners Hall, Smart, and Weller.

APPROVAL OF MINUTES

The minutes of February 17, 2026 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

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

There was no public comment and the hearing was closed.

AGENDA ITEM NO. 1

Request for a rezoning from I-1 Light Industrial District to I-2 General Industrial District at 1957 Beverly Ave SW (Section 10) (Leedy Manufacturing Company LLC, 1957 Beverly LLC).

Hyble explained that the site is zoned I-1 Light Industrial District and outlined the various uses of the surrounding land.

Hyble said that the applicant is proposing to rezone the property at 1957 Beverly Avenue SW to I-2 General Industrial District. The parcel is adjacent to existing I-2 zoned parcels to the west and south along Beverly Avenue SW and Burlingame Avenue SW. There are established I-2 parcels along Chicago Drive SW to the northwest of the proposed rezoning. The applicant intends to redevelop the site to allow for fabrication and machining activities allowed within the I-2 General Industrial District.

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 this parcel as Industrial. This designation includes uses involving manufacturing, processing, storage, and distribution. The master plan calls for these uses to be clustered near established freight corridors and properly buffered to limit the impact on adjacent uses. The proposed rezoning allows for the redevelopment of a vacant industrial facility within an established industrial district. Redevelopment of this site allows for continued industrial activity that will meet all applicable buffer and screening requirements.

(b) *Compatibility of the allowed uses with existing and future land uses;*

Both the existing and future land uses agree with the continued industrial use of this site. With the proposed rezoning, the property would be able to support redevelopment and future industrial uses proposed by the applicant. The rezoning would also allow for the continuation of existing permitted uses under I-1. The I-2 General Industrial District aligns with the Industrial future land use designation in this existing industrial corridor of the City.

(c) *Capability of the property to be served by public services;*

The property is currently served by public services and utilities.

(d) *Ability of the property to be used as currently zoned; and*

The parcel is currently zoned I-1, which allows for limited industrial activities. The site currently has an approximately 180,000 sq. ft. building on the 12.93 acre site, which has limited potential under I-1 zoning restrictions. A single user is likely unable to utilize the space effectively, and multiple users inhabiting a site of this size can create traffic challenges. The site has been vacant for the past three years, which demonstrates some of the challenges to use the property as currently zoned. A single industrial user can utilize the entire site with expanded industrial activities permitted, which allows for redevelopment to occur at the same time.

- (e) *Appropriateness of all uses allowed within the proposed district at the property location.* Allowable activities within the I-2 General Industrial District are suitable for this site when considering the nature of manufacturing activities and adjacent I-2 uses. Within the I-2 District, all manufacturing activities must be conducted within an enclosed building, which the site has the ability meet. Other uses similar in building size and acreage of the proposed site are located nearby along Beverly Avenue SW, Burlingame Avenue SW, and Chicago Drive SW.

STAFF COMMENTS

(a) *Dimensional Standards*

1957 Beverly Avenue SW exceeds all development standards for the I-2 General Industrial District, which includes a minimum lot area of 1 acre and minimum lot width of 100 feet.

(b) *Location*

The parcel is located along Beverly Avenue SW, less than one mile from interstate I-196 to the northwest. Nearby uses include other established industrial activities and railroad property. The City's Public Works Department plans to alter the nearby intersection of Burton Street, Beverly Avenue, and Burlingame Avenue in the summer of 2026. This intersection currently features traffic connecting from six different roads, which will be reduced. These changes will help to separate the industrial traffic from nearby residential traffic along Burton Street SW.

(c) *Process*

The Planning Commission is only considering the rezoning of this parcel. The rezoning will receive two readings at City Council.

- March 17 – Planning Commission considers rezoning request.
- April 6 – City Council hears the first reading of the rezoning request.
- May 4 – City Council hears the second reading of the rezoning request.

Hyble said that the Development Review Team recommends the Planning Commission grant the rezoning request 1957 Beverly Avenue SW and recommend the same to City Council.

Micele opened the public hearing at 7:08 PM. There was no public comment and the hearing was closed.

Jon Andersh, 45 Ottawa Ave SW, attorney with Miller Johnson representing the applicant spoke to commissioners and said that Leedy Manufacturing desires to relocate from Grand Rapids to Wyoming at this property. Andersh said to redevelop the property and utilize the building for metal fabrication, the first step is to rezone the property.

A motion was made by Zapata, supported by Lamer to grant the rezoning request at 1957 Beverly Avenue SW and recommend the same to City Council.

LaPlaca asked for clarification on the scope of review and recommendation for this agenda item.

Hyble responded that it was a recommendation to City Council for the rezoning. He added that if approved, the applicant would return for site plan review at a later time.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request for a special land use for trucks exceeding 5,500 pounds in vehicle weight and truck trailer sales and display, rental and repair at 3529 Lousma Dr SE (Section 18) (Mike McInerney, Kemal Hamulic).

Hyble explained that the site is zoned I-1 Light Industrial District and outlined the various uses of the surrounding land.

Hyble said that the applicant is proposing to utilize the existing 10,122 sq. ft. building at 3529 Lousma Drive SE to operate a light-duty fleet maintenance facility. No building construction, demolition, or major alterations to the site are proposed. The applicant's proposed use includes oil changes, brake service, and similar minor mechanical repairs for delivery vans. No heavy-duty semi-trucks are proposed to be repaired, and any large mechanical work will take place at a different location. Within this commercial condominium, parking is shared between the proposed building at 3529 Lousma Drive SE (unit 3) and the building to the north (unit 2). Automotive repair for vehicles larger than 5,500 pounds requires special use approval in the I-1 Light Industrial District.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-507(3) establishes general review standards for special approval uses:

(a) The possible substantial and permanent adverse effect on neighboring property.

The proposed use is surrounded by industrial uses in every direction and located within an existing industrial corridor of the City. Delivery van maintenance is a typical industrial use and considerably less intense than previous uses of this building, which consisted of semi-truck repair. All repair activities will be conducted within the building, and this use is not expected to adversely affect neighboring property.

(b) The consistency with the spirit, purpose and intent of this chapter.

This use aligns with the intention of the zoning code to facilitate proper land use and bring valuable services to the City of Wyoming.

ORDINANCE NO. 9-26

ORDINANCE REQUEST TO AMEND ZONING CODE SECTIONS 90-201 "DEFINITIONS A", 90-219 "DEFINITIONS S", 90-220 "DEFINITIONS T", 90-320 "AUTOMOBILE SERVICE STATIONS AND PUBLIC GARAGES", 90-407B "PRINCIPAL PERMITTED USES", 90-408B "PERMITTED USES AFTER SPECIAL APPROVAL", 90-425B "PERMITTED USES AFTER SPECIAL APPROVAL", 90-430B "PRINCIPAL PERMITTED USES", 90-431B "PERMITTED USES AFTER SPECIAL APPROVAL", 90-508 "REQUIREMENTS FOR PERMITTED USES AFTER SPECIAL APPROVAL"

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.

Automobile:

- *Bodyshop*: a business that specializes in bodywork repairs. This may also include painting and refinishing facilities.
- *Car Wash Establishment*: a business where the primary use is the washing or cleaning of automobiles under 5,500 lbs in vehicle weight.
- *Dealership (New)*: a business where the primary use is the sale and display of new automotive vehicles, as defined by the State of Michigan’s Licensing and Regulatory Authority. Outdoor display of vehicles is permitted, as regulated by the appropriate zoning district. This definition excludes trucks exceeding 5,500 lbs in vehicle weight and recreational vehicles.
- *Dealership (Used)*: a business where the primary use is the sale and display of used automotive vehicles, as defined by the State of Michigan’s Licensing and Regulatory Authority. Outdoor display of vehicles is permitted, as regulated by the appropriate zoning district. This definition excludes trucks exceeding 5,500 lbs in vehicle weight and recreational vehicles.
- *Gasoline Station*: a business where the primary use is the sale of fuel (i.e. gasoline and diesel) typically featuring pumps for self-service fueling. Accessory uses include restaurants and convenience stores, and a limited selection of outdoor sales (i.e. propane, ice, etc). For general requirements, see Section 90-320
- *Impound Lot*: An outdoor facility where operable or inoperable automobiles are temporarily stored. This may include Distressed Vehicle Transporter facilities, as defined by the State of Michigan’s Licensing and Regulatory Authority.
- *Repair and Service Facility*: a business where the primary use is the repair and general maintenance of automobiles under 5,500lbs in vehicle weight entirely within an enclosed building. This definition excludes bodyshops.
- *Salvage Yard*: An outdoor facility where inoperable automobiles are stored, dismantled, or processed. This includes Distressed Vehicle Transporter, Vehicle Scrap Metal Processor, Vehicle Salvage Pool, and Automotive Recycler facilities as defined by the State of Michigan’s Licensing and Regulatory Authority.
- *Showroom*: a business where the primary use is the brokering of new or used automobiles, as defined by the State of Michigan’s Licensing and Regulatory Authority. Outdoor storage or display of inventory is prohibited.

Section 2. That Chapter 90, Article 2, Section 90-219 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-219. - Definitions “S”.

Salvage yards: An outdoor facility exceeding 200 square feet where inoperable automobiles, machinery, appliances, and other products are stored to be dismantled or processed.

Satellite television antenna or dish: A structure or an apparatus capable of receiving communications from a transmitter or a transmitter relay located in a planetary orbit.

School: An institution for the teaching of children or adults including primary and secondary schools, colleges, professional schools, dance schools, business schools, trade schools, art schools, and similar facilities.

- (1) *Private or business*: Any building or group of buildings, the use of which meets state requirements for primary, secondary, or higher education, offers instruction in the several branches of learning and study required to be taught in the public schools and which does not secure the major part of its funding from any governmental agency.
- (2) *Business, trade, technical, industrial or vocational*: A school established to provide for the teaching of industrial, aviation, clerical, managerial, or artistic skills. This definition applies to schools that are owned and operated privately for profit and that do not offer a complete educational curriculum (e.g., beauty school, modeling school).

Scrap Metal Processor: An outdoor facility where inoperable machinery, appliances, and other products are stored to be dismantled or processed. This excludes *Automobile Salvage Yards*.

Secondhand dealer:

- (1) Any person, including any corporation or other entity, whose business is that of dealing in buying, selling, storing or exchanging secondhand goods, articles or merchandise of any kind, including lead pipe, tools, lighting fixtures, plumbing fixtures, radios, watches, jewelry, precious stones, scrap metals, musical instruments, electrical motors, electrical appliances, firearms, automotive parts and accessories, bicycles, wearing apparel, micrometers, or any article of personal property or other valuable thing. This definition does not include:
 - a. Householders selling articles owned and possessed by themselves or executors or administrators of any such householder.
 - b. New articles, wares or merchandise from manufacturers, wholesale distributors or jobbers for retail sale to customers.
 - c. Used car dealers.
 - d. Secondhand or used tires when such tires are removed from vehicles to which such tires are attached in the presence of the person receiving them.
- (2) This definition does not apply to persons whose principal business is that of dealing in new goods, articles and merchandise and who do not buy secondhand goods, articles and merchandise outright, but occasionally accept in trade or repossess household appliances, watches, jewelry, precious stones and musical instruments.
- (3) Outdoor secondhand sales, except as otherwise permitted, are prohibited.
- (4) Temporary businesses established for the purchase or sale of secondhand merchandise are prohibited.
- (5) Nonprofit organizations selling donated goods are required to obtain special use approval.

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

Self-storage warehouse or facility: A building or group of buildings in a controlled-access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled-access stalls or lockers for the storage of customer's goods or wares.

Semi-trailer: A trailer, which may be enclosed or not enclosed, having wheels generally only at the rear, and supported in front by a truck tractor or towing vehicle.

Senior assisted living: A type of semi-independent housing facility for senior citizens containing congregate kitchen, dining, and living areas, but with separate sleeping rooms. Such facilities typically provide special support services, such as transportation and limited medical care.

Senior apartments and senior independent living: Multiple-family dwelling units occupied by persons 55 years of age or older. Units will include individual kitchen facilities; however, common dining and community facilities may be provided.

Service truck: A pick-up or van that is used in conjunction with a repair or maintenance business, such as a plumbing, electrical or carpentry business.

Setback line: A line marking the setback distance from the lot line which establishes the minimum required front, side, or rear yard of a lot.

Shopping center: A structure of group of structures located on the same lot or parcel which is developed in accordance with an overall plan and designed and built as an interrelated project that provides a variety of commercial uses and also provides for common off-street parking, pedestrian access and vehicular movements. Buildings constructed on out lots shall not be considered part of the shopping center unless access and parking easements are provided.

Showrooms (Other Automotive): a business where the primary use is the sale of trucks, motorcycles, trailers, recreation vehicles or boats. Outdoor storage or display of inventory is prohibited.

Sign: For definitions of specific sign types and terms, see [article 7](#).

Sight distance: The length of roadway visible to the driver. Generally related to the distance or time (perception/reaction time) sufficient for the driver to execute a maneuver (turn from driveway or side street, stop or pass) without striking another vehicle or object in the roadway. Required sight distance shall be based on the standards of the City of Wyoming Engineering Department.

Site plan: A scaled drawing containing all required information and drawn in compliance with Table 90-504, illustrating existing conditions and containing the elements required as applicable to the proposed development to ensure compliance with zoning provisions.

Special use approval: A use of land not permitted by right, but which is permitted within a particular zoning district after demonstration of compliance with specific special land use standards, as determined by the planning commission.

Story:

- (1) *Full story:* That portion of a building, other than a basement or mezzanine, included between the surface of any floor and the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling above it.
- (2) *Half story:* The part of a building between a pitched roof and the uppermost full story, having a floor area which does not exceed 50 percent of the floor area of the story immediately below. Trilevel shall be considered as one and one-half stories. Figure 90-219-2.

Street:

- (1) *Alley:* A dedicated public way which affords only a secondary means of access to abutting property and is not intended for general traffic circulation, parking, standing or loading.
- (2) *Collector street:* A street used to carry traffic from local streets to arterials, including principal entrance streets of large residential developments or having a planned right-of-way width of at least 80 feet.
- (3) *Cul-de-sac:* A local street of short length, having one end permanently terminated by a vehicular turnaround.
- (4) *Local street:* A street used primarily for access to abutting properties.
- (5) *Major thoroughfare:* A street designed as a regional, major or minor arterial on the Wyoming Thoroughfare Plan, as adopted by the planning commission, in accordance with Act 285 of the Public Acts of Michigan of 1931 (MCL 125.31 et seq., as amended).
- (6) *Marginal access street:* A local street that is parallel and adjacent to arterials and which provides access to abutting properties and protection from through traffic.
- (7) *Private road:* A street that is owned, and maintained by the landowners served and has not been dedicated to the city, county or state as a public street.

- (8) *Public street*: A public dedicated right-of-way which affords traffic circulation and principal means of access to abutting property, including avenue, place, way, drive, line, boulevard, highway, road, and other thoroughfare, except an alley.

Structure: Anything constructed or erected, the use of which requires location above the ground or attached to something having location on the ground. A structure will include buildings (see "buildings"), fences, walls, decks, towers, pools, and other similar above ground structures.

Structural alteration: Any change in the supporting members of a building or structure, such as bearing walls or partitions, columns, beams or girders, or any change in the width or number of exits, or any substantial change in the roof.

Subdivision: The division of a tract of land into two or more lots, building sites, or other divisions for the purpose of sale or building development, in accordance with the Land Division Act and the Wyoming City Code - Subdivision Regulations, section 74-176, as amended.

Supportive housing program:

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

Swimming pool: A permanent structure or container located either above or below grade designed to allow holding of water to a depth of greater than 24 inches, intended for swimming, bathing or relaxation. The definition of swimming pool includes spa, hot tubs and similar devices.

Section 3. That Chapter 90, Article 2, Section 90-220 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-220. - Definitions “T”.

Truck Lot: a facility where the primary use is the sale, rental, display, and/or repair of vehicles exceeding 5,500 pounds in vehicle weight.

Truck terminal: A structure to which goods, except raw or unprocessed agricultural products, natural minerals, equipment or other resources, are delivered for immediate distribution or to be amalgamated or divided for delivery in larger or smaller units to other points, or for distribution, amalgamation, or division involving transfer to other modes of transportation. Also, a semi-trailer storage yard facility.

Section 4. That Chapter 90, Article 3, Section 90-320 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-320. - Automobile gasoline stations and public garages.

All automobile gasoline stations erected after January 3, 1979, shall comply with all requirements of this section. No automobile gasoline station existing on January 3, 1979, shall be structurally altered so as to provide a lesser degree of conformity with the provisions of this section than existed on January 3, 1979.

- (1) An automobile-gasoline station shall be located on a lot having a frontage along the principal street of not less than 140 feet, and having a minimum area of not less than 14,000 square feet.

- (2) An automobile gasoline station building housing an office, facilities for servicing, greasing or washing motor vehicles shall be located at least 40 feet from any street lot line. All gasoline pumps shall be a minimum of 15 feet from all property lines.
- (3) Except for gas pumps, vacuums, and air compressors for vehicle tires, all equipment shall be enclosed entirely within a building.
- (4) An automobile gasoline station located on a lot having an area of 14,000 square feet shall include not more than eight gasoline pumps and two enclosed stalls for servicing, lubricating, greasing or washing motor vehicles. An additional two gasoline pumps or one enclosed stall may be included with each additional 2,000 square feet of lot area.
- (5) Where an automobile gasoline station adjoins property located in any residential zone, a masonry or concrete wall five feet in height shall be erected and maintained along the service station property line. All masonry or concrete walls shall be protected by a fixed curb or barrier to prevent vehicles from damaging the wall.
- (6) All exterior lighting, including illuminated signs, shall be erected and hooded or shielded so as to be deflected away from neighboring properties.
- (7) When an automobile gasoline station ceases to operate on a continuing basis for a period of 180 consecutive days or more, the owner of the premises shall be served written notice by the building inspector of the requirement to, within 60 days of the date of such notice, either lawfully convert such structure to another permitted use in that district or board all windows, doors and openings of the structure and maintain the premises in the manner which shall not become detrimental to the general health, safety and welfare of the surrounding community.
- (8) Abandoned automobile gasoline stations may be converted to a use allowed in the district provided the applicable provisions of this chapter are met, the pumps and signs are removed and the underground storage tanks are abandoned according to city and state regulations.
- (9) Where a restaurant is an accessory use to an automobile gasoline station, a drive-through window may be permitted pursuant to applicable code requirements for drive-through restaurants and as determined by the City Planner.

Section 5. That Chapter 90, Article 4, Section 90-407B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

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

- (1) All uses permitted in the B-1 business district.
- (2) Retail businesses whose principal activity is the sale of new merchandise within a completely enclosed building. Up to 15 percent of the sales area may be used for the sale of used merchandise.
- (3) Business service establishments, such as office machine, printing and copying.
- (4) Any service establishment of an office, showroom or workshop nature, such as a decorator, upholsterer, caterer, exterminator, building contractor and similar establishments that require outlet, except that no outdoor storage yards shall be permitted.
- (5) Physical culture facilities, such as gymnasiums and reducing salons.
- (6) Automobile Showrooms
- (7) Business schools or private schools operated for a profit.
- (8) Automobile Repair and Service Facilities
- (9) Hotels and motels.
- (10) Printing and publishing.
- (11) Bus passenger station.

- (12) Funeral homes or mortuaries.
- (13) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens and other similar uses.
- (14) Commercial greenhouses of less than 1,000 square feet in floor area.
- (15) Business recreation uses as follows:
 - a. Indoor theater.
 - b. Bowling alley.
 - c. Skating rink.
- (16) Accessory buildings and uses customarily included incidental to the above uses.
- (17) Off-street parking.
- (18) Showrooms (Other Automotive)
- (19) Reserved.
- (20) 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 four feet in height to enclose the rear yard.
- (21) Reserved.
- (22) Athletic training facilities.

Section 6. That Chapter 90, Article 4, Section 90-408B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

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

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

- (1) All permitted uses after special approval in the B-1 business district.
- (2) Amusement machine parlors.
- (3) Automobile car wash establishments.
- (4) Drive through restaurants.
- (5) Automobile Gasoline Stations (see Section 90-320).
- (6) Wholesale stores, storage facilities, warehouses, distributing plants, freezers and lockers. Not permitted in the downtown development authority area.
- (7) Open air business uses. Not permitted in the downtown development authority area, with the exception of outdoor dining with table service.
- (8) Automobile Dealerships (New/Used)
- (9) Commercial greenhouses exceeding 1,000 square feet of floor area. Not permitted in the downtown development authority area.
- (10) College or university.
- (11) Radio or television tower.
- (12) Uses similar to the principal permitted uses of [section 90-407B](#) and not listed elsewhere in this chapter as a principal permitted use or special approval use.

- (13) Boardinghouses. Not permitted in the downtown development authority area.
- (14) Cocktail lounges, nightclubs, dancehalls, and bars.
- (15) Adult businesses as defined in Article I, [Section 14-2](#) of this Code. Not permitted in the downtown development authority area.
- (16) Billiard rooms and pool halls. Not permitted in the downtown development authority area.
- (17) Sales of used merchandise, pawnshop or secondhand dealers, and rental of new or used merchandise excluding motor vehicles.
- (18) Multiple family.
- (19) Places of Worship.
- (20) Community centers.
- (21) Outdoor cookers (when accessory to a brick-and-mortar restaurant) (see [Sec. 90-332](#)).
- (22) Transitional housing for more than ten individuals.
- (23) Permanent supportive housing for more than ten individuals.
- (24) Emergency shelter within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.
- (25) Event Center.

Section 7. 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) Truck Lots
- (3) Recreational vehicle storage yards.
- (4) Mineral extraction, borrow pit or topsoil removal.
- (5) Radio, television, microwave or wireless communication towers.
- (6) Automobile Gasoline Stations (see Section 90-320).
- (7) Athletic training facilities.
- (8) Beverage alcohol production with accessory dining, including breweries, distilleries, and wineries.
- (9) Animal Kennels.

Section 8. That Chapter 90, Article 4, Section 90-430B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-430B. - Principal permitted uses.

In the I-2 industrial district, the following uses are permitted:

- (1) All principal permitted uses in the I-1 light industrial district.
- (2) Reserved

- (3) The assembly or manufacture of automobiles, automobile bodies, automotive engines, cigars and cigarettes, electrical fixtures, batteries and other electrical apparatus and hardware.
- (4) Metal stamping, pressing and buffing plants.
- (5) Plastering and polishing shops, painting and sheet metal shops, tire vulcanizing and recapping shops, undercoating and rustproofing shops, welding shops, and millwork lumber and planing mills.
- (6) Any other uses similar to any of the above uses.
- (7) Accessory buildings and uses customarily incidental to the above uses.
- (8) Off-street parking.
- (9) Billboards, when abutting a freeway or major thoroughfare.
- (10) Truck Terminals.
- (11) Truck Lots.
- (12) Recreational vehicle storage yards.
- (13) Mineral extraction, borrow pit or topsoil removal.
- (14) Beverage alcohol production with accessory dining, including breweries, distilleries, and wineries.

Section 9. 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) Recycling Facilities and Scrap Metal Processors, including Automobile Salvage Yards.
- (4) Outdoor theaters.
- (5) Mining, excavating or other removal of sand, earth, minerals or other material naturally found in the earth.
- (6) Automobile 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) Automobile Gasoline Stations (see Section 90-320).
- (11) Athletic training facilities.

Section 10. 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	—	—	—	<p>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</p>

					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 Gasoline 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 this ordinance shall take effect on _____, 2026.

Section 12. 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. 9-26

CITY OF WYOMING

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

March 24, 2025

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Sections 90-201 "Definitions A", 90-219 "Definitions S", 90-220 "Definitions T", 90-320 "Automobile service stations and public garages", 90-407B "Principal permitted uses", 90-408B "Permitted uses after special approval", 90-425B "Permitted uses after special approval", 90-430B "Principal permitted uses", 90-431B "Permitted uses after special approval", 90-508 "Requirements for permitted uses after special approval"

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 March 17th, 2026. At the meeting, a motion was made by LaPlaca, supported by Zapata, 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 prompted through interactions with automotive use developers and business owners, wherein there was confusion as to which use required State of Michigan licensing approvals. These recommended changes to the zoning code are to update the existing definition of Automobile to encompass the existing automotive uses that exist within the use tables, as well as to identify the differences in requirements for automotive uses versus their generic commercial or industrial counterparts. These changes are not to allow more uses within existing corridors, but to make clearer the requirements for development.

Overall, these changes are broken down into two parts: updating the definitions of Automobile Services/Uses to be in line with State of Michigan requirements, and updating each district's use table with the new names. Automobile will now include a list of automotive services such as Body Shops, Dealerships, and Gas Stations, and others. This brings all uses that involve automobiles into one definition with sub-headers, rather than scattered throughout Section 2.

The second portion is updating the names of the uses within their respective districts. This will affect B-2 General Business, B-3 Planned Shopping District, I-1 Light Industrial, and I-2 General Industrial. This does not add additional uses to these zoning districts, but revises the names to match the new definitions being added.

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 'Joel Klaassen', with a long horizontal flourish extending to the right.

Joel Klaassen, Acting Director of Community and Economic
Development
Community and Economic Development Department

Cc: John Shay, City Manager

A motion was made by LaPlaca, supported by Lamer to grant special use approval for trucks exceeding 5,500 pounds in vehicle weight and truck trailer sales and display, rental and repair at 3529 Lousma Drive SE.

A vote on the motion passed unanimously.

Hyble asked Chair Micele to have the site plan motion include a typographical correction on one of the conditions.

Hofert clarified the revision to condition 2(a) to read *All signage must meet requirements of and comply with Article 7*. The reason for this change is because the number 7 was omitted in the staff report.

A motion was made by Randall, supported by Gilreath-Watts to grant site plan approval for the project at 3529 Lousma Dr SE, subject to conditions 1-2 including the recommended revision of condition 2(a).

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3

Request to amend Zoning Code Sections 90-201 "Definitions A", 90-219 "Definitions S", 90-220 "Definitions T", 90-320 "Automobile service stations and public garages", 90-407B "Principal permitted uses", 90-408B "Permitted uses after special approval", 90-425B "Permitted uses after special approval", 90-430B "Principal permitted uses", 90-431B "Permitted uses after special approval", 90-508 "Requirements for permitted uses after special approval"

Blair said that as it's 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 prompted through interactions with automotive use developers and business owners, wherein there was confusion as to which use required State of Michigan licensing approvals.

These recommended changes to the zoning code are to update the existing definition of Automobile to encompass the existing automotive uses that exist within the use tables, as well as to identify the differences in requirements for automotive uses versus their generic commercial or industrial counterparts. These changes are not to allow more uses within existing corridors, but to make clearer the requirements for development.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:

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

Updating Definitions (Sections 90-201, 90-219, and 90-220)

This change is to multiple sections of the zoning code to bring all elements of Automotive uses under one umbrella, while also making clear what the use type is. These updates include revisions to the definitions of Automobile Body shops, Automobile Car Wash Establishments, New and Used Car Dealerships, Automobile Gas Stations, Automobile Impound Lots, Automobile Repair/Service Facilities, Automobile Salvage Yards, and Automobile Showrooms. This also has the added benefit of being closer in language to the State of Michigan's Licensing requirements, making it clear to operators and business owners what they would need to obtain from the state in order to open their business in Wyoming.

Concurrently, Staff is recommending revising the definitions of Salvage Yards, Scrap Metal Processors, and Showrooms to delineate the difference between a non-specific commercial or industrial use and their automotive counterparts.

Lastly, Staff is recommending the addition of the definition of "Truck Lot" to replace the overly complicated "Trucks exceeding 5,500 pounds in vehicle weight and truck trailer sales and display, rental and repair" use that exists within the industrial district.

Updating Names of Uses within Zoning Districts (90-407B, 90-408B, 90-425B, 90-430B, 90-431B)

With the new definitions of Automobile Uses, and the revised Salvage Yard, Scrap Metal Processor, Showroom, and Truck Lot definitions, Staff is recommending that all references to these uses be updated as well. This would not add additional uses that were not previously allowed, but clarify existing uses and separate uses that had previously been grouped into their own category.

Updating the Special Use Table (90-508)

This change is to revise the name of the Automobile Gasoline Station use that already exists within the special use table to have it match the new definition and revised use name.

Updating the General Requirements for Automobile Gasoline Stations (90-320)

This change updates the language around Gasoline Stations, as well as updates the requirements for drive-through windows at gas stations that have a restaurant as an accessory use.

Blair said that The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-201 "Definitions A", 90-219 "Definitions S", 90-220 "Definitions T", 90-320 "Automobile service stations and public garages", 90-407B "Principal permitted uses", 90-408B "Permitted uses after special approval", 90-425B "Permitted uses after special approval", 90-430B "Principal permitted uses", 90-431B "Permitted uses after special approval", 90-508 "Requirements for permitted uses after special approval" and recommend the same to City Council.

Micele opened the public hearing at 7:32PM. There was no public comment and the hearing was closed.

A vote was made by LaPlaca, supported by Zapata to adopt the proposed text amendments to Sections 90-201 "Definitions A", 90-219 "Definitions S", 90-220 "Definitions T", 90-320 "Automobile service stations and public garages", 90-407B "Principal permitted uses", 90-408B "Permitted uses after special approval", 90-425B "Permitted uses after special approval", 90-430B "Principal permitted uses", 90-431B "Permitted uses after special approval", 90-508 "Requirements for permitted uses after special approval" and recommend the same to City Council.

A vote on the motion passed unanimously.

OLD BUSINESS

NEW BUSINESS

INFORMATIONAL

Learning & Growth

Commissioners Gilreath-Watts, LaPlaca and Zapata shared how they prepare for Planning Commission meetings.

PUBLIC COMMENT

Micele opened the public comment on non-agenda items at 7:47PM. There was no public comment and the hearing was closed.

ADJOURNMENT

The meeting was adjourned at 7:47 PM.

Audrey Zapata, Secretary
Wyoming Planning Commission

Rose Zuniga, Recording Secretary
Wyoming Planning Commission

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 3

DATE DISTRIBUTED: March 10, 2026

PLANNING COMMISSION DATE: March 17, 2026

ACTION REQUESTED: Request to amend Zoning Code Sections 90-201 "Definitions A", 90-219 "Definitions S", 90-220 "Definitions T", 90-320 "Automobile service stations and public garages", 90-407B "Principal permitted uses", 90-408B "Permitted uses after special approval", 90-425B "Permitted uses after special approval", 90-430B "Principal permitted uses", 90-431B "Permitted uses after special approval", 90-508 "Requirements for permitted uses after special approval"

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 prompted through interactions with automotive use developers and business owners, wherein there was confusion as to which use required State of Michigan licensing approvals.

These recommended changes to the zoning code are to update the existing definition of Automobile to encompass the existing automotive uses that exist within the use tables, as well as to identify the differences in requirements for automotive uses versus their generic commercial or industrial counterparts. These changes are not to allow more uses within existing corridors, but to make clearer the requirements for development.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:

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

Updating Definitions (Sections 90-201, 90-219, and 90-220)

This change is to multiple sections of the zoning code to bring all elements of Automotive uses under one umbrella, while also making clear what the use type is. These updates include revisions to the definitions of Automobile Body shops, Automobile Car Wash Establishments, New and Used Car Dealerships, Automobile Gas Stations, Automobile Impound Lots, Automobile Repair/Service Facilities, Automobile Salvage Yards, and Automobile Showrooms. This also has the added benefit of being closer in language to the State of Michigan’s Licensing requirements, making it clear to operators and business owners what they would need to obtain from the state in order to open their business in Wyoming.

Concurrently, Staff is recommending revising the definitions of Salvage Yards, Scrap Metal Processors, and Showrooms to delineate the difference between a non-specific commercial or industrial use and their automotive counterparts.

Lastly, Staff is recommending the addition of the definition of “Truck Lot” to replace the overly complicated “Trucks exceeding 5,500 pounds in vehicle weight and truck trailer sales and display, rental and repair” use that exists within the industrial district.

Updating Names of Uses within Zoning Districts (90-407B, 90-408B, 90-425B, 90-430B, 90-431B)

With the new definitions of Automobile Uses, and the revised Salvage Yard, Scrap Metal Processor, Showroom, and Truck Lot definitions, Staff is recommending that all references to these uses be updated as well. This would not add additional uses that were not previously allowed, but clarify existing uses and separate uses that had previously been grouped into their own category.

Updating the Special Use Table (90-508)

This change is to revise the name of the Automobile Gasoline Station use that already exists within the special use table to have it match the new definition and revised use name.

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”, 90-219 “Definitions S”, 90-220 “Definitions T”, 90-320 “Automobile service stations and public garages”, 90-407B “Principal permitted uses”, 90-408B “Permitted uses after special approval”, 90-425B “Permitted uses after special approval”, 90-430B “Principal permitted uses”, 90-431B “Permitted uses after special

approval”, 90-508 “Requirements for permitted uses after special approval” 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