AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, FEBRUARY 17, 2025, 7:00 P.M.

1) **Call to Order**
2) **Invocation** – Pastor Wayne Ondersma, The Pier Church
   If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
3) **Pledge of Allegiance**
4) **Roll Call**
5) **Approval of Minutes**
   From the February 3, 2025 Regular Meeting and the February 3, 2025 Closed Session
6) **Approval of Agenda**
7) **Public Hearings**
   7:01 p.m. To Consider a Proposed Brownfield Plan for the HoM Flats at 28 West Place Phase III, 1420 and 1440 28th Street SW and 1410 28 West Place SW
8) **Public Comment on Agenda Items**
   This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
9) **Presentations and Proclamations** (none)
   a) Presentations
   b) Proclamations
10) **Petitions and Communications** (none)
   a) Petitions
   b) Communications
11) **Reports from City Officers** (none)
   a) From City Council
   b) From City Manager
12) **Budget Amendments**
   a) Budget Amendment No. 31 – To Reappropriate $9,500,000 of Internal Service Fund Reserves to the City's Unfunded Pension Liability Through a Net Neutral Refund to and Contribution from the Originating Departments
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 Renee Hill as a Representative of the City of Wyoming to the Kent County Interurban Transit Partnership Board
   b) To Reappoint Members to Boards, Commissions and Committees for the City of Wyoming

c) To Reappoint Members to Boards, Commissions and Committees for the City of Wyoming

14) Resolutions

a) To Engage Legal Counsel for Intermittent Prosecution Services
b) To Appoint Aaron Vis as the City of Wyoming Street Administrator

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

a) For Award of Bids
   1. Carbon Building HVAC Unit Replacement
   2. Simunition Safety Equipment
b) To Accept a Proposal for Repairs to the Fire Alarm Panel at the Wyoming Police Department (WYPD)
c) To Accept a Proposal for Air Conditioning Compressor Replacement at City Hall (Budget Amendment No. 32)
d) To Approve and Authorize the City Manager to Sign an Amendment to the Prein & Newhof, Inc. Design and Construction Administration Contract for Gezon Parkway and 54th Street Resurfacing from Byron Center Avenue to Division Avenue (Budget Amendment No. 33)
e) To Authorize the Rental of Traffic Control Devices
f) To Accept Proposals for Shredded Bark and Wood Chips
g) To Concur with the Emergency Repair of a Mixer and Authorize Payment to Padnos Leitelt, Inc.
h) To Accept an Agreement for Technical Specifications, Administration, and Project Oversight Services for the Gezon Storage Tank Coating Project
i) To Concur with and to Accept a Proposal for Water and Sewer Bond Arbitrage Rebate Services

16) Ordinances (none)

17) Informational Material (none)

18) Acknowledgment of Visitors

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

19) Closed Session (as necessary)

20) Adjournment

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

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

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

CITY OF WYOMING | COMMUNITY AND ECONOMIC DEVELOPMENT

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

Staff Report

Date: February 11, 2025

Subject: Approving 28 West Phase III Brownfield Plan

From: Nicole Hofert, Director of Community and Economic Development

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

Meeting Date: February 17, 2025 (Public Hearing) & March 3, 2025 (Resolution to Approve)

RECOMMENDATION

Hold the public hearing and adopt the Resolution Approving Brownfield Plan, a Reimbursement Agreement for 28 West Phase III project and an Agreement with the Downtown Development Authority for transfer and use of tax increment revenues.

ALIGNMENT WITH STRATEGIC PLAN

A. PILLAR 1 – Community
    - GOAL 1 – Complete City Center public improvements.

DISCUSSION

On January 27, 2025, the Wyoming Brownfield Redevelopment Authority (WBRA) approved and recommended City Council's approval of a brownfield plan for Hom Flats Phase III project, a reimbursement agreement, and an agreement with the Downtown Development Authority (DDA) for transfer and use of tax increment revenues. The DDA approved the agreement for transfer and use of the tax increment revenues at its meeting on January 14, 2025. The City Council held the required public hearing on February 17, 2025, pursuant to notice complying with the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 et seq.

This brownfield plan provides for the redevelopment of three vacant and underutilized parcels into a mixed-use site that will anchor the southern landing of the pedestrian bridge and the west boundary of the new city center area adjacent to 28 West Place. This project is part of the city's larger City Center project and will be transformative for the corridor and the city's efforts to activate the formerly blighted sight. The project will bring 225 new affordable and market rate housing units and approximately 8,800 square feet of commercial space. The project includes several multi-story buildings, including a six-story building adjacent to the new pedestrian bridge, enhanced façades, an elevated greenspace, and integrated public plaza spaces and quasi-public spaces adjacent to and supporting the new pedestrian bridge. The construction value of the project is expected to exceed $80,000,000. At the expiration of the

brownfield plan, the taxable value is expected to exceed $12,000,000, which is an increase in taxable value of more than $11,500,000.

This brownfield plan calls for reimbursements from available captured tax increment revenues generated by the redevelopment of three parcels, totaling approximately 6.6-acres south of 28th St SW and west of 28 West Place, for the costs of eligible activities on those parcels. Reimbursements will be made only if the WBRA, followed by the Michigan State Housing Development Authority (MHSDA) first approve an Act 381 work plan for those activities and costs. The proposed brownfield plan details eligible activities and costs reasonably needed for the site's redevelopment.

A few notable elements of the proposed brownfield plan include:

A. The estimated costs of eligible activities total $3,195,687. Eligible activities include Demolition Activities; Lead and Asbestos Abatement Activities; Infrastructure Improvement Activities; Site Preparation Activities; and Brownfield Plan and Work Plan Preparation and Implementation.

B. Tax increment revenue (Ad Valorem and PILOT, local and state revenues) and MSA payments generated by the Property will be captured by the Authority and used to reimburse the cost of the eligible activities completed. The plan will only capture millages allowed for tax capture from: 100% Ad Valorem, 50% of the PILOT and 50% of the MSA payment.

C. Over the course of the plan, the city will retain $1,350,636 of the incremental taxable value (portion of ad valorem, 50% PILOT and 50% MSA). The majority of the retained incremental taxable value is from the MSA payment capture ($ 1,202,490).

D. The plan duration is 30 years, with a base year of 2025. This longer duration allows the City to retain that portion of the payments.

The project will expand the tax base, result in significant capital investment into the community (estimated at over $80,000,000), and create new needed housing opportunities in the City of Wyoming. Construction is anticipated to begin Spring 2025 and be complete by the end of 2027.

BUDGET IMPACT

The taxable value of the subject parcels is estimated to increase by $11,740,051 upon project completion in 2028. That equates to an increase of 2553.02%.

ATTACHMENTS

Brownfield Plan
Resolution

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HŌM FLATS AT 28 WEST PHASE 3
MIXED-USE REDEVELOPMENT PROJECT
1420 AND 1440 28TH STREET SW,
AND 1410 28 WEST PLACE SW

Property Addresses and Tax Parcel Numbers:
1420 28th Street SW - 41-17-14-126-026
1440 28th Street SW - 41-17-14-126-025
1410 28 West Place SW - 41-17-14-126-027

Brownfield Plan

January 9, 2025

Prepared with assistance from:

ADVANCED REDEVELOPMENT SOLUTIONS
PO Box 204
Eagle, Michigan 48822
Contact: Eric P. Helzer, EDFP
Phone: (517) 648-2434

CITY OF WYOMING

Wyoming Brownfield Redevelopment Authority (WBRA)
1155 28th Street SW
Wyoming, Michigan 49509
Contact: Nicole Hofert, Secretary for WBRA
Phone: (616) 530-3170

Submitted for review at the Wyoming Brownfield Redevelopment Authority Meeting - *01/27/2025*
Approved by the Wyoming Brownfield Redevelopment Authority – 01*/27/ 2025*

Approved by the Wyoming City Council – _____ / _____ / *2025*

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Exhibits

A. ALTA / NSPS Land Title Surveys (3 Parcels) with Legal Descriptions
B. Basis of Eligibility –
   - Exhibit B-1: MSHDAs Partnership F (West Michigan) - Data Document 2022
   - Exhibit B-2: 2022 Housing Needs Assessment prepared by Bowen National Research for Grand Rapids Area Chamber of Commerce (Sections I, II, III, V, VI, VII)
C. Table 4 – Tax Increment Financing Estimates

Attachments

A. Brownfield Plan Resolutions and Public Hearing Notice
B. Brownfield Development and Reimbursement Agreement

PROJECT SUMMARY SHEET: Brownfield Plan -
HōM Flats at 28 West Phase 3, Mixed-use Redevelopment Project

Project Name:	HōM Flats at 28 West Phase 3, Mixed-use Redevelopment Project	
Applicant/Developer:	Entity Name:	28WPhaseThree LDHA LP ("Owner" or "Developer")
	Contact:	Vishal Arora
	Mailing Address:	220 Lyon Street NW, Suite 500 Grand Rapids, MI 49503 Office Phone: 646-790-5838
	Email:	info@magnuscapitalpartners.com

Eligible Property Location: The Eligible Property ("Property") consists of three (3) adjacent & contiguous parcels located at the following addresses and tax parcel numbers, Wyoming, Michigan:

1420 28th Street SW - 41-17-14-126-026
1440 28th Street SW - 41-17-14-126-025
1410 28 West Place SW - 41-17-14-126-027

Property Size: Approximately 6.574-acres (286,363.44 square feet)

Type of Eligible Property: Housing Property

Project Description: 28WPhaseThree LDHA LP is a single-purpose company formed to develop, construct, finance, and own the HōM Flats at 28 West Phase 3, a mixed-use multi-building redevelopment, including multifamily residential apartments and commercial (the "Project").

The proposed new construction Project will redevelop three vacant parcels into a mixed-use redevelopment project bringing new residents and expanded living opportunity into the City of Wyoming. The proposed Project will consist of 225 residential units, all of which will be revenue-generating rental units. Upon completion of construction, all of the affordable units will be restricted to households earning 40, 50, 60, 70, and 80 percent of the Area Median Income (AMI) or less. Forty-four of the units will be market-rate units. This Project is the third phase of the overall development. The first two phases have been completed and are 77.0 and 90.0 percent occupied, respectively. Additionally, there is 8,787 square feet of commercial space in the Project. The Project will expand the tax base, result in significant capital investment into the community, and create new needed housing opportunities in the City of Wyoming. Construction is anticipated to begin Spring 2025 and be complete by the end of 2027.

Total Capital Investment: This Brownfield Plan ("Plan") anticipates approximately $81.8 million in Total Capital Investments (including acquisition and Developer eligible activity costs).

Estimated Job Creation:

Construction Jobs — During the eligible activities and construction phases of the project, the Developer estimates that 75 average on-the-job peak full-time equivalent (FTE) construction jobs will be created. Additional indirect jobs will be created by spending earnings from both direct and indirect jobs (for example a construction worker's purchase of lunch, gasoline, groceries, etc.). Actual pay rates are unknown, but the average construction worker salary in Michigan is approximately $ 54,449, or an equivalent hourly rate of $26, according to ERI Economic Research Institute.

Permanent Jobs — The redeveloped property will provide a variety of permanent jobs, ranging from support staff, administrative, managerial, and professional jobs. The Developer estimates that 5 full-time and 1 part-time permanent employees will be created. An average hourly wage of approximately $24.00 for full-time jobs and $20.00 for part-time are anticipated.

Estimated Gain in Taxable Value:
(after Project completion)

Base Year Taxable Value (estimate)	Future Taxable Value (Estimate)	Increased/ Taxable Value
2025	Starting in 2028 (when 100% completed)	Starting in 2028 (when 100% completed)
$ 459,849	$ 12,199,900	$ 11,740,051

Estimated Duration of Plan: 31 years (2025-2055) to reimburse the amounts specified in this Plan.

Estimated Duration of Plan Capture: 30 years (2026-2055). Total estimated Plan capture duration for reimbursement of Department-Specific Activities; Housing Development Activities; Brownfield Plan & Work Plan Preparation and Consulting & Support, Brownfield Plan & Work Plan Implementation; and MBRF.

Base Year of Plan: 2025

First Year of Plan Capture: 2026

Total Taxes Captured Estimate:
(Total Plan Duration)

Total Taxes Captured During Brownfield Plan Tax Capture Period	Total/ Cumulative
Estimated Tax Capture Period in Number of Years =	30
State of Michigan Brownfield Redevelopment Fund (MBRF) (Maximum of 25-Year period for tax capture)	$ 55,095
Local Taxes (Ad Valorem and 50% PILOT) and Local 50% MSA Payments to Developer * (to Reimburse Eligible Activities)	$ 2,489,051
State School Taxes To Developer * (to Reimburse Eligible Activities)	$ 651,541
Total New Tax Capture (See Table 1a)	**$ 3,195,687**

* Developer Reimbursement Obligations may not be fully reimbursed based upon current estimates of projected Taxable Value and resultant tax capture from Local and State School Taxes and MSA payment captures. The identified Developer eligible costs in the Plan totaling $3,195,687 (not including captures for BRA Administration, BRA Implementation, BRA LBRF, or MBRF) may not be fully reimbursed if Taxable Value and/or tax capture assumptions do not increase over the balance of the 30-year capture period, because Plan estimates a deficiency/shortfall in potential capture.

Distribution of Total New Taxes Paid and Municipal Services Agreement (MSA) Payments Estimate:
(Total Plan Duration)

Total New Taxes Received by Taxing Units	**$ 753,057**
Total MSA Payments Received by the City of Wyoming	**$ 1,202,490**
Total New Taxes Captured by BRA *	**$ 1,310,618**
Total MSA Payments Captured by BRA *	**$ 1,202,490**
Total New Taxes and MSA Payments	**$ 4,468,654**

* The impact to each individual taxing jurisdiction may be as much as their proportionate share of $3,195,687 so long as there are available revenues. Developer Brownfield costs in this Plan are extraordinary and as a result, even with the maximum number of years of tax increment revenue capture and MSA payment captures allowed, the Developer may not be fully reimbursed. Currently, as identified in Table 4d, the resultant deficiency/shortfall to the Developer is estimated at $682,579.

Eligible Activities and Eligible Costs:

Eligible activities are estimated at approximately $3,195,687 (inclusive of captures for Department-Specific Activities; Housing Development Activities; Brownfield Plan & Work Plan Preparation and Consulting & Support, Brownfield Plan & Work Plan Implementation; and MBRF) of which the projected costs of Developer eligible activities are $3,140,592. Developer eligible activities as defined in this Plan are the eligible activities necessary for the Developer to complete its proposed Project. Developer Brownfield costs in this Plan are extraordinary and as a result, even with the maximum number of years of tax capture and MSA payment capture allowed, the Project may not be fully reimbursed. The resultant deficiency/shortfall to the Developer is estimated at $682,579 if Taxable Value and/or tax capture assumptions do not increase over the balance of the 30-year capture period.

Eligible Activities	Eligible Costs
EGLE Eligible Activities	
Department-Specific Activities	
Work Plan Approval Exempt Activities - Assessments	$ 11,285
MSHDA Housing Development Eligible Activities	
Demolition Activities	$ 645,047
Lead and Asbestos Abatement Activities	$ 59,778
Infrastructure Improvements Activities, necessary for a Housing Project	$ 1,870,670
Site Preparation Activities	$ 36,946
EGLE & MSHDA Contingency and Interest	
Contingency: MSHDA Eligible Activites (15%)	$ 391,866
Subtotal	*$ 3,015,592*
Brownfield Plan & Work Plan Preparation and Consulting & Support (to Developer)	$ 80,000
Brownfield Plan & Work Plan Implementation (to Developer)	$ 45,000
Subtotal: To Developer *	***$ 3,140,592***
State of Michigan Brownfield Redevelopment Fund (MBRF)	$ 55,095
Subtotal: To State	***$ 55,095***
GRAND TOTAL	**$ 3,195,687**

* To meet Developer Reimbursement Obligations.

INTRODUCTION

A. General

The City of Wyoming (the "City") established the Wyoming Brownfield Redevelopment Authority (the "Authority" and "BRA") by adoption of a resolution pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended ("Act 381"). The primary purpose of Act 381 is to promote the revitalization, redevelopment, and reuse of properties that are blighted, functionally obsolete, tax reverted, an historic resource, contaminated (also known as a "facility"), or housing property by providing economic incentives through tax increment financing to pay for certain approved eligible activities. The Authority is authorized by Act 381 to undertake all activities allowed by the statute.

The purpose of this Brownfield Plan (the "Plan"), as amended is to promote the redevelopment of and investment in certain "Brownfield" properties within the City. Inclusion of Property within this Plan will facilitate financing of eligible activities at eligible properties, and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as "Brownfields" that are either environmentally contaminated (a "facility"), blighted property, historic resource, deemed functionally obsolete property, or housing property. By facilitating redevelopment of Brownfield properties, this Plan is intended to promote economic growth for the benefit of the City and all taxing units located within and benefited by the Authority.

The identification or designation of a developer or proposed use for the Eligible Property that is the subject of this Plan, shall not be integral to the effectiveness or validity of this Plan. This Plan is intended to apply to the Eligible Property identified in this Plan and, if tax increment revenues and Municipal Services Agreement (MSA) captures are proposed to be captured from that Eligible Property, to identify and authorize the eligible activities to be funded by such tax increment revenues and MSA captures. Any change in the proposed developer or proposed use of the Eligible Property shall not necessitate an amendment to the Plan, affect the application of the Plan to the Eligible Property, or impair the rights available to the Authority under this Plan.

The Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

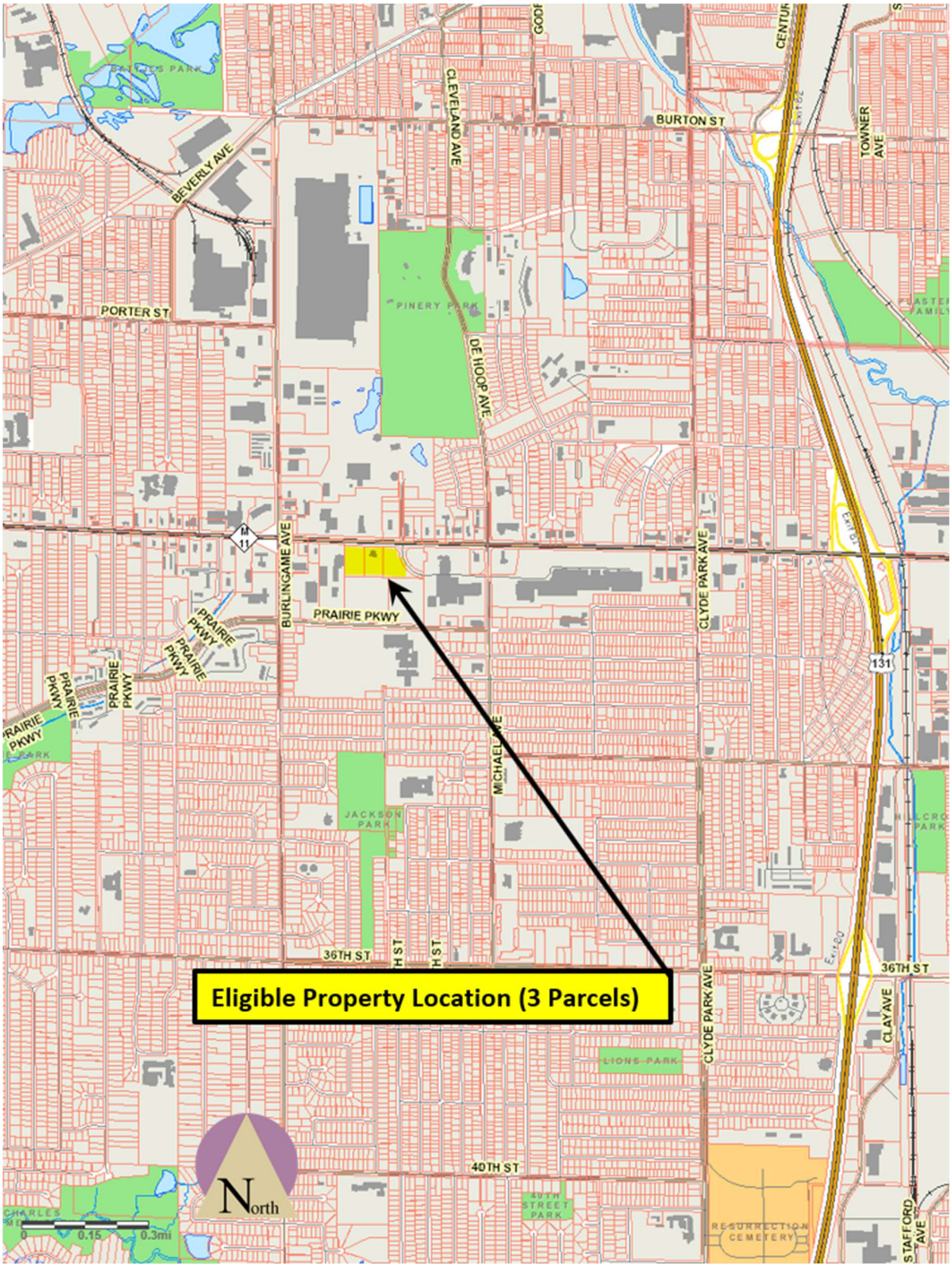
This Plan contains information required by Section 13(2) of Act 381.

1. DESCRIPTION OF THE ELIGIBLE PROPERTY (SECTION 13(2)(H))

The Eligible Property ("Property") consists of three (3) adjacent & contiguous parcels and is located in the City of Wyoming ("City"), Michigan. The Property is situated south of 28th Street, bounded by 28th Street to the north and 28 West Place to the east, as depicted on the below Figure 1 – Scaled Property Location Map. The Property contains approximately 6.574-acres (286,363.44 square feet) as described and depicted in Exhibit A - ALTA / NSPS Land Title Surveys (3 Parcels) with Legal Descriptions and Figure 2 – Eligible Property Boundary Map (Parcels Map).

Eligible Property		
Address (if known)	**Tax ID**	**Basis of Eligibility**
1420 28th Street SW	41-17-14-126-026	Housing Property
1440 28th Street SW	41-17-14-126-025	Housing Property
1410 28 West Place SW	41-17-14-126-027	Housing Property

Figure 1 – Scaled Property Location Map



This Project is seeking tax increment financing (TIF) reimbursement for Brownfield eligible activities. The use of tax increment revenues (TIRs) and MSA payment captures are a necessary component of redevelopment financing for the Property.

The Property is zoned and falls under the City Form Based Code Article 11 Division 4 90-1407 "Corridor General Area (CG)" and this allows for the proposed Project development. The Corridor General Area represents a traditional Urban Development pattern with mixed-use retail, live/work and apartment buildings. The area is characterized by a variety of building types set relatively close to the sidewalk, but also allows a range of building placement options that permit a varied street wall. The Property is bounded by multifamily residential uses to the south and commercial uses to the east, west, and north.

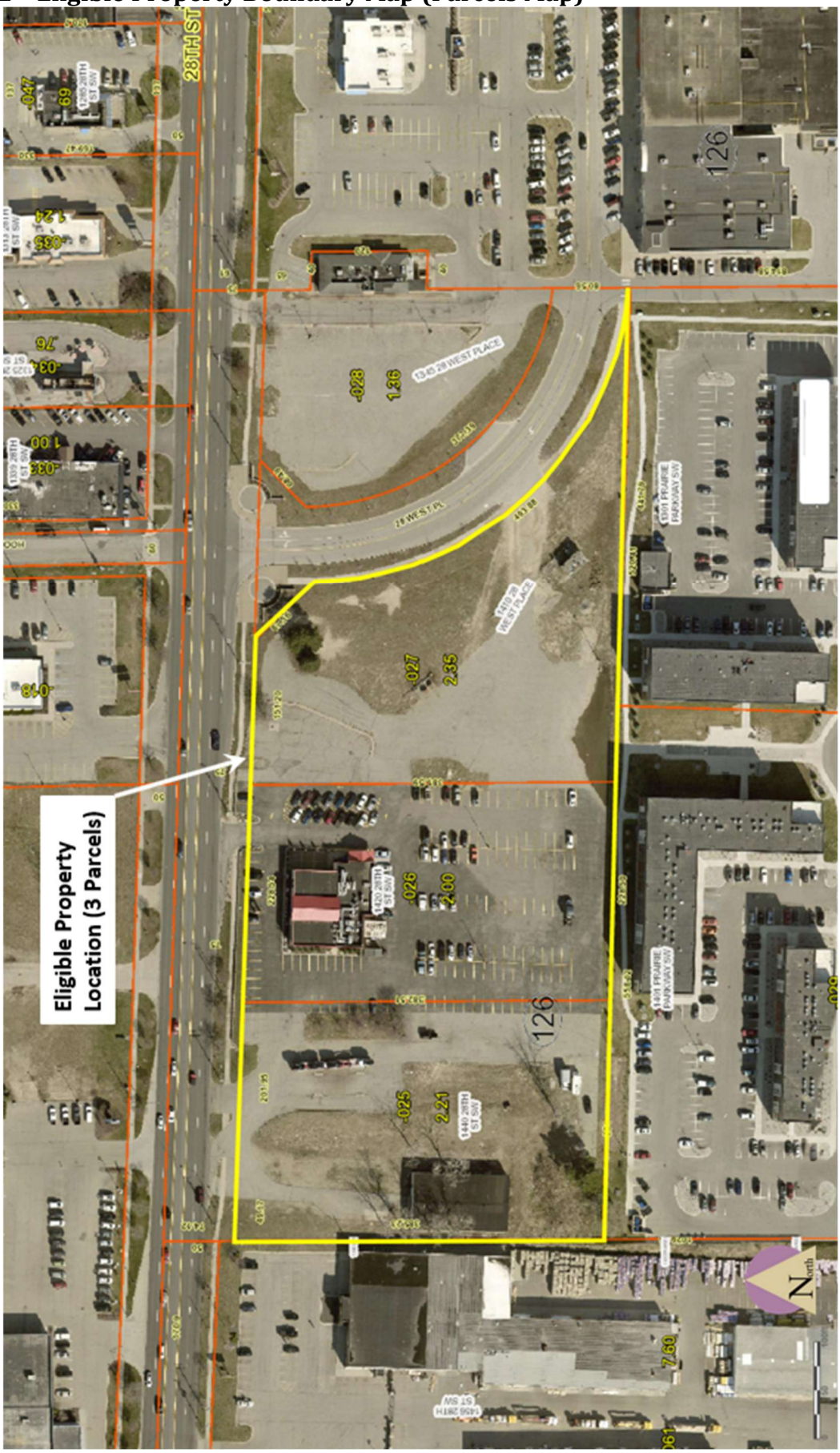
The Property is abutted by surface roadways, municipal water, sanitary and storm sewer services, and electrical and gas utilities.

The Property consists of a vacant land and vacant buildings.

The Project proposes to redevelop the Property that will create significant economic opportunity for the local area. The redevelopment integrates design elements, Department-Specific Activities, Housing Development Activities, and economic development to further goals of the City and the Michigan State Housing Development Authority ("MSHDA"). It will result in: (1) the community and municipal benefits of increased property taxes on the Property; (2) housing development activities that will address specific housing needs on the Property; (3) elimination of vacant buildings; and (4) a substantial improvement to the appearance and aesthetics of the Property which will assist in increasing the property values of the neighboring community. The applicant has a strong desire to put this Property back to productive use and drastically improve the aesthetics of the area. The applicant will bring a significant investment and major improvement to the City. The Project will add to the economic vitality of the City.

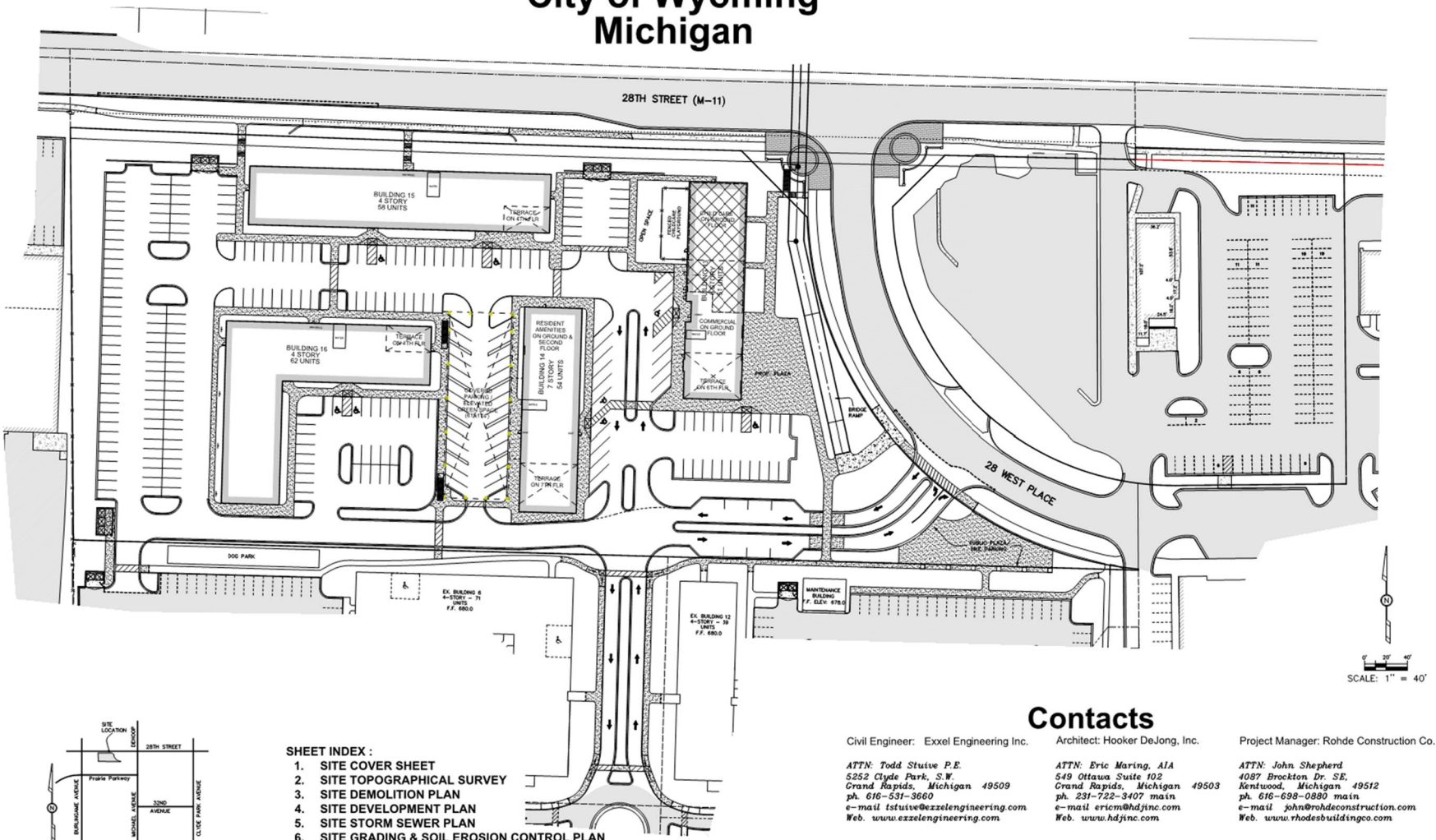
The parcel and all tangible real and personal property located thereon will comprise the Eligible Property and is referred to herein as the "Property." Incremental tax revenues resulting from new personal property will be captured. Any such funds will be used to reimburse the Authority and Developer for eligible activities, to the extent authorized by this Plan, and an executed Brownfield Development and Reimbursement Agreement ("Agreement"), after adoption of this Plan, between the Developer, the Authority, and the City.

Figure 2 – Eligible Property Boundary Map (Parcels Map)



PROPOSED PROJECT PARCEL DIAGRAM AFTER COMPLETION

"HōM Flats at 28 West" - Phase 3
City of Wyoming
Michigan





SHEET INDEX :

1. SITE COVER SHEET
2. SITE TOPOGRAPHICAL SURVEY
3. SITE DEMOLITION PLAN
4. SITE DEVELOPMENT PLAN
5. SITE STORM SEWER PLAN
6. SITE GRADING & SOIL EROSION CONTROL PLAN
7. ENLARGED SPOT GRADING PLAN

SCALE: 1" = 40'

STATE OF MICHIGAN — TODD R. STUIVE — ENGINEER — No. 38273 — LICENSED PROFESSIONAL ENGINEER

Contacts

Civil Engineer: Exxel Engineering Inc.
ATTN: Todd Stuive P.E.
5252 Clyde Park, S.W.
Grand Rapids, Michigan 49509
ph. 616-531-3660
e-mail tstuive@exxelengineering.com
Web. www.exxelengineering.com

Architect: Hooker DeJong, Inc.
ATTN: Eric Maring, AIA
549 Ottawa Suite 102
Grand Rapids, Michigan 49503
ph. 231-722-3407 main
e-mail ericm@hdjinc.com
Web. www.hdjinc.com

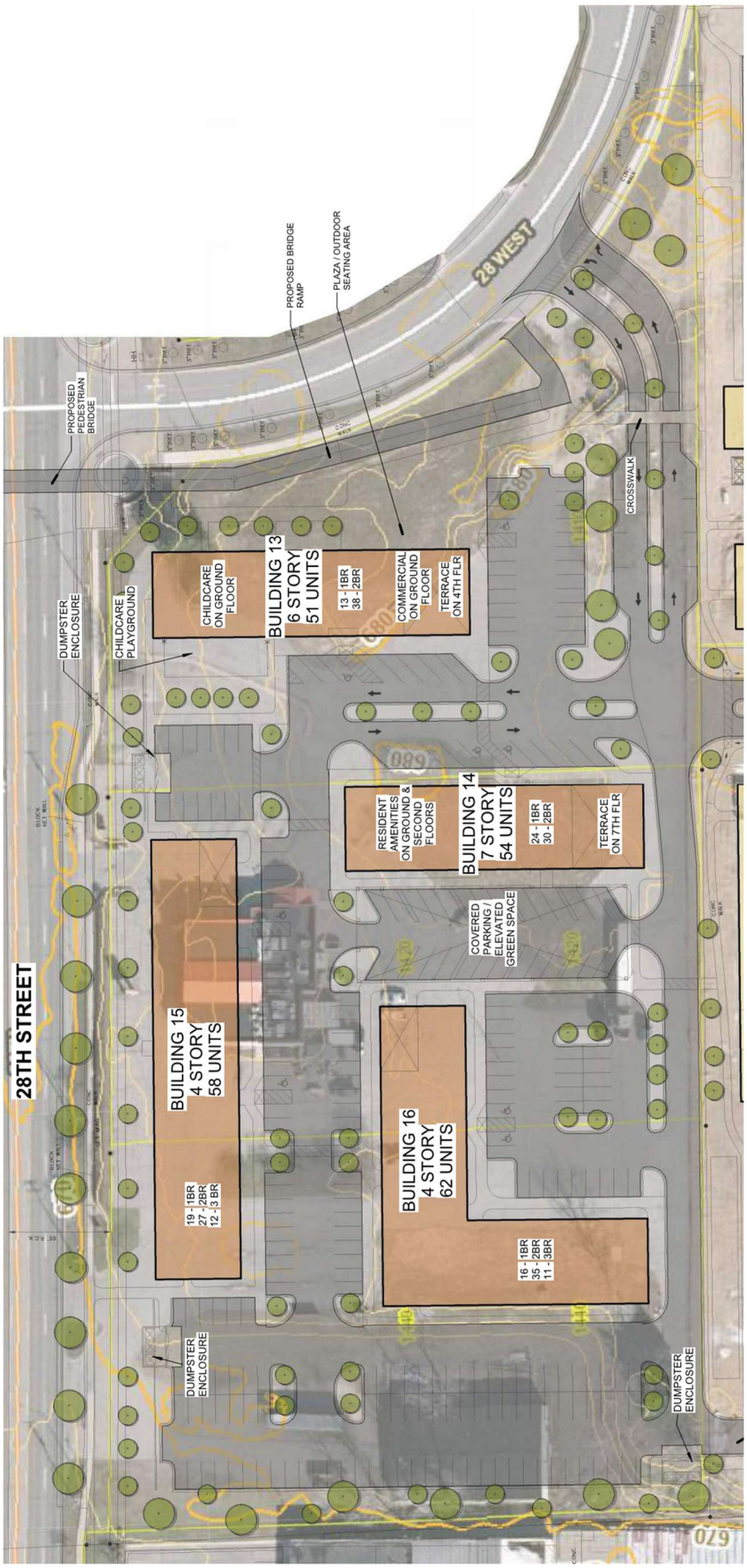
Project Manager: Rohde Construction Co. Inc.
ATTN: John Shepherd
4087 Brockton Dr. SE,
Kentwood, Michigan 49512
ph. 616-698-0880 main
e-mail john@rohdeconstruction.com
Web. www.rhodesbuildingco.com

COVER SHEET
HōM Flats at 28 West – Phase 3
FOR: MAGNUS CAPITAL PARTNERS
ATTN: VISHAL ARORA PHONE 646.790.5838
733 3RD AVENUE, 16TH FLOOR
NEW YORK, NY, 10017
IN: PART OF THE NW 1/4, SECTION 14 , T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

REVISIONS:
12/02/2024 REVISED PER QTY (MDW)

exxel engineering, inc. — planners · engineers · surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

DRAWN BY: CDG
APPROVED BY: TRS
FILE NO.: 221489E
PROJ. ENG.: TRS
PROJ. SURV.: BF
DATE: 10-29-2024
SHEET 1 of 7



PROPOSED PROJECT SITE SKETCH AFTER COMPLETION

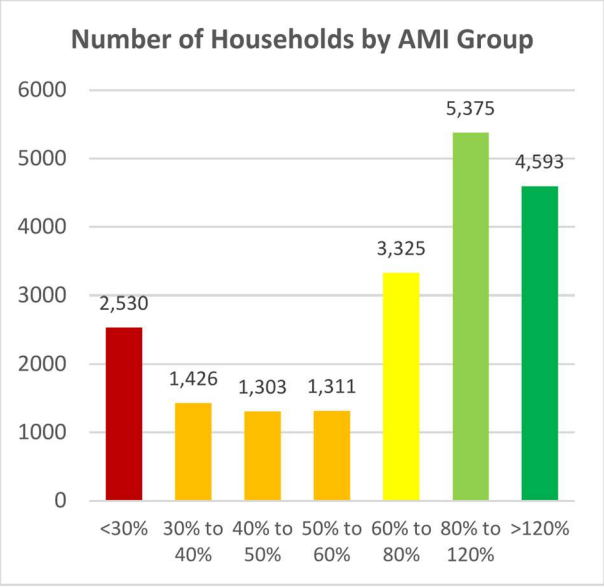
2. BASIS OF ELIGIBILITY (SECTION 13(2)(H), SECTION 2(P)), SECTION 2(R)

The Property is considered "Eligible Property" as defined by Act 381, Section 2, because (a) the Property was previously utilized or is currently utilized for commercial purposes; (b) the Property meets the definition of a "Housing Property"; and (c) the Property is located within the City of Wyoming, a qualified local governmental unit, or "Core Community," under Act 381.

Eligible Property		
Address (if known)	**Tax ID**	**Basis of Eligibility**
1420 28th Street SW	41-17-14-126-026	Housing Property
1440 28th Street SW	41-17-14-126-025	Housing Property
1410 28 West Place SW	41-17-14-126-027	Housing Property

"Housing Property" – The property qualifies as "Eligible Property" under Act 381 based on meeting the definition of a "Housing Property." Act 381 defines Housing Property, in part, as property on which one or more units of residential housing are proposed to be constructed at or below 120% Area Median Income (AMI). All of the Project's rental units will provide affordable housing for individuals and families earning at or below 120% of Kent County's AMI and serves an important public purpose in Kent County and the City of Wyoming. According to Section 2(o)(ii), the Housing Property must be "located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan." Supportive information referenced below and additional information regarding the Property's basis of eligibility and inclusion in the Plan as an "Eligible Property" is in Exhibit B-1: MSHDAs Partnership F (West Michigan) - Data Document 2022 and Exhibit B-2: 2022 Housing Needs Assessment prepared by Bowen National Research for Grand Rapids Area Chamber of Commerce.

a) Located in a community with a specific housing need: Workforce and affordable housing is particularly needed in Wyoming according to the Michigan State Housing Development Authority (MSHDA) Regional Housing Partnership (RHP) Regional Data Sheet for Wyoming-East (Project location) West Michigan Housing Partnership. Currently for the Project location, 76.88% of Wyoming-East households are at or below 120% Area Median Income (AMI) Group.



The West Michigan Housing Partnership includes 13 counties (Allegan, Barry, Ionia, Kent, Lake, Mason, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Osceola and Ottawa), as well as 52 Statewide Housing Needs Assessment markets. Neighborhoods in Wyoming and Grandville make up the next housing market type. Housing demand indicators are mixed; household incomes are lower than the state average, but so is the unemployment rate. In terms of supply, this group's housing stock displays a level of diversity rare in Michigan; the percentage of homes within single-family detached structures is significantly lower than in other markets, and multifamily structures account for around a quarter of the total. Mobile homes are about twice as common here than in other markets. Homeownership rates in these markets are also low, and the majority renter markets are not uncommon among them. The stock also tends to be small, and of moderate age. While home values and costs are lower than state averages, lower incomes tend to increase the overburden rates in these markets. The proportion of vacancies on the market is higher here than in other places, and has increased during the last five years, unlike the situation in other Michigan markets.

Available new housing stock for-rent units, in Wyoming-East where the Project is located, is also extremely low. MSHDA data shows a renter vacancy rate of 0% in Wyoming-East.

According to the 2022 Housing Needs Assessment prepared by Bowen National Research for Grand Rapids Area Chamber of Commerce, the number of households in this market area is expected to grow with renter household growth projected to occur among lower income households earning less than $30,000 will comprise a large share of renter households. That said, there is a significant demand for housing and according to the assessment's housing gap estimates. 7,951 rental units are needed between 2022-2027 with 71.07% of these rental units needed for the at or below 120% Area Median Income (AMI) Group (5,651 rental units).

PSA (Grand Rapids) Housing Gap Estimates – Number of Units Needed					
Housing Segment				Current Units Needed (2022-2027)	Original (2020-2025)
	Percent of AMHI	Annual Income	Rent/Price Range		
Rentals	≤ 30%	≤ $26,850	≤ $671	1,380	1,031
	31%-50%	$26,851 to $44,750	$672-$1,118	988	895
	51%-80%	$44,751 to $71,600	$1,119-$1,789	1,710	966
	81%-120%	$71,601 to $107,400	$1,790-$2,685	1,573	1,469
	121%+	$107,401+	$2,686+	2,300	979
			TOTAL UNITS	**7,951**	**5,340**

The primary sources of demand for new rental housing include the following:

- New Housing Needed to Meet Projected Household Growth
- Additional Units Required for a Balanced Market
- Replacement of Substandard Housing
- External (Outside County) Commuter Support
- Step-Down Support

The 2022 Housing Needs Assessment (Exhibit B-2) focuses on *the Primary Study Area (PSA), which consists of the City of Grand Rapids (which also includes the City of Wyoming in this PSA study area),* and the Secondary Study Area (SSA), which encompasses the areas of Kent County located outside of Grand Rapids, also referred to as the balance of Kent County.

The Project has rental housing that meets this need.

b) Absorption data or job growth data:

Absorption - Kent County has a slightly higher housing absorption rate than the State of Michigan. According to the Federal Reserve Economic Data (FRED) economic data released for November 2024 (Housing Inventory: Median Days on Market, by month not seasonally adjusted), the median number of days property listings are on the market in Michigan for housing are 51 days. Kent County, for the same period, housing median number of days property listings are on the market are 44 days.

According to one private housing site for December 2024, Redfin.com, there are 19 available rental units in apartments, 7 rental single-family homes, and 4 rental condos/townhomes in Wyoming.

Job Growth – Using the most recent data, November 22, 2024, from the Research Seminar in Quantitative Economics (RSQE), RSQE predicts the number of payroll jobs in Michigan will grow by 19,000 next year (2025) and an additional 26,700 in 2026. Michigan's unemployment rate now stands at 4.6 percent, at the end of 2024. RSQE is an economic forecasting and modeling group that has been a part of the University's Economics Department since 1952. They are the world's longest-running continuously operating economic forecasting group. They produce four forecasts per year of the U.S. and Michigan economies and annual forecasts of some Michigan economies.

The Project has rental housing that meets this need.

As Eligible Property, the Property is eligible for Brownfield redevelopment incentives from the Authority.

3. SUMMARY OF ELIGIBLE ACTIVITIES AND DESCRIPTION OF COSTS (SECTION 13 (2)(A),(B))

The "eligible activities" that are intended to be carried out at the Property are considered "eligible activities" as defined by Section 2 of Act 381, because they include: Department-Specific Activities; Housing Development Activities; Brownfield Plan & Work Plan Preparation and Consulting & Support, Brownfield Plan & Work Plan Implementation; and MBRF.

The estimated cost of each eligible activity intended to be paid for with tax increment revenues and MSA payment captures from the Property are shown in the following tables (Tables 1a and 1b). A summary of the eligible activities that are proposed include:

Department-Specific Activities. Work Plan Approval Exempt Activities included are Phase I Environmental Site Assessments (ESAs), Phase II ESA and Baseline Environmental Assessment(s) report preparation as part of All Appropriate Inquiry {AAI} standards for a land transfer, purchase, acquisition, occupancy, renovation, or redevelopment. Preparation of these reports and all costs associated with their preparation are included.

Housing Development Activities.
Lead and Asbestos Abatement - Due to the age of the buildings, it is expected that lead and asbestos materials will be encountered during the building demolition process. Therefore, the proposed abatement costs will include proper assessment, removal and disposal of any materials encountered during the demolition process. The cost includes the cost of the initial survey to determine the presence of materials required for abatement and required 3rd-party oversight and reporting of abatement work.

Demolition - Demolition activities will include building demolition, including proper removal and disposal of regulated materials, and select demolition of existing site improvements from the

predeveloped site in preparation for the proposed redevelopment.

Site Preparation - Site preparation activities include special grading & land balancing to allow for pedestrian bridge connection to interconnect to the County trail system, professional fees, including but not limited to geotechnical engineering.

Infrastructure Improvements Activities, necessary for a Housing Project – Infrastructure improvements that directly benefit the Project include road repair, sidewalks, curb/gutter, approaches, storm water management, parking structure (inc. green space amenity), and landscaping & irrigation. Costs include applicable professional fees, including but not limited to architectural and engineering costs associated with the eligible activities.

Brownfield Plan & Work Plan Preparation and Consulting & Support, Brownfield Plan & Work Plan Implementation. Costs incurred to prepare, develop this Plan, proposed Act 381 Work Plan, and the Agreement, as well as their implementation (including compliance requirements), as required per Act 381 of 1996, as amended. The reasonable costs associated with consultation, representation, and support at public meetings associated with this Plan, proposed Act 381 Work Plan, and the Agreement have been included as an eligible activity.

State of Michigan Brownfield Redevelopment Fund (MBRF). As required in Act 381, the Authority shall pay to the Department of Treasury at least once annually an amount equal to 50% of the taxes levied under the state education tax act, including 50% of that portion of specific taxes attributable to, but not levied under, the state education tax act, that are captured under this Plan. Payments to the MBRF are estimated at up to twenty-five (25) years starting in Year 1 through Year 25 of this Plan.

The Eligible Activities projected in this Plan may switch categories if onsite, offsite or Property conditions change. If conditions change, an eligible activity may fall under a different category so long as the Plan adjustments stay within the Department-Specific Activities category and the Housing Development Activities category because this Plan contemplates capture of state revenues.

For Department-Specific Activities, the line item costs for any eligible activity may be adjusted with the approval of the Authority after the date the Plan is approved by the Authority and/or Governing Body, so long as the costs do not exceed the total combined costs of said activities plus a pro-rata contingency amount, to the extent that the adjustments do not violate the terms of any approved documents, such as an Agreement or Work Plan (if applicable), or Public Act 381 of 1996, as amended.

For Housing Development Activities, the line item costs for any eligible activity may be adjusted with the approval of the Authority after the date the Plan is approved by the Authority and/or Governing Body, so long as the costs do not exceed the total Housing Development Activities costs plus a pro-rata contingency amount, to the extent that the adjustments do not violate the terms of any approved documents, such as an Agreement or Work Plan (if applicable), or Public Act 381 of 1996, as amended.

The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue and MSA payments generated by the Property will be captured by the Authority and used to reimburse the cost of the eligible activities completed. Amendments to Act 381 that were signed into law on December 28, 2012 to allow local units of government to approve reimbursement of eligible activities with tax increment revenues attributable to local taxes on any eligible activities conducted on Eligible Property or prospective eligible properties prior to approval of the Plan (including Plan Amendments), if those costs and the Eligible Property are subsequently included in an approved Plan or Plan Amendment. If eligible activities are performed prior to Plan approval, approved eligible activity costs will be reimbursable in accordance with Act 381. Furthermore, costs in this Plan are subject to approval by the MSHDA for the use of state tax increment revenues. The MSHDA may adjust specific eligible activities amongst Department-Specific Activities and Housing Development Activities in accordance with state policy and guidance. Changes made between Department-Specific

Activities and Housing Development Activities will be reflected in the Act 381 Work Plan. These adjustments made by the state are allowed and do not change the validity of this Plan, so long as the Grand Total of eligible activity costs identified are not exceeded.

Only costs authorized by MSHDA will become reimbursable costs with incremental taxes paid (Ad Valorem and PILOT, local and state revenues) and MSA payment captures, if available.

In accordance with this Plan and the associated Agreement with the Authority, the amount advanced by the Developer will be repaid by the Authority, solely from the tax increment revenues and MSA payments captured from the Eligible Property.

Tax increment revenues and MSA payment captures generated by this Project will be governed by the Agreement. Local/state school tax capture and MSA payment captures were assumed to reimburse eligible activity costs in this Plan. Further use of tax increment revenues and MSA payment captures generated by this Project will be governed by the Agreement.

Tax increment revenues and MSA payment captures will be used to pay or reimburse the following obligations based upon the proposed Waterfall Structure for use of tax increment revenues and MSA payment captures. This Waterfall Structure may be amended in the Agreement between the Authority, City, and the Developer:

1. State of Michigan Brownfield Redevelopment Fund (MBRF): Funded from the capture of the State Education Tax (SET) millages (50% of the Captured SET for 25 years); and

2. Developer Reimbursement for Eligible Activity costs and other eligible costs identified in this Plan.

The costs listed in the tables are estimated costs and may increase or decrease depending on the nature and extent of the actual conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues and MSA captures of the Authority from the Property shall be governed by the terms of the Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Agreement.

Total Plan eligible activity costs identified shall not exceed $3,195,687, so long as there are available tax increment revenues and MSA payment captures. However, based upon current estimates of Projected Taxable Value & resultant tax increment revenues capture and MSA payment captures, the identified Eligible Activities in Table 1a may not be fully reimbursed if Taxable Value assumptions don't increase over the 30-year capture period, because the Plan only estimates $2,513,108 in potential tax increment revenues and MSA payment captures. If the actual costs of eligible activities are lower than the estimates identified in this Plan, capture may be lower or if the Taxable Value is higher than estimated eligible costs may be fully reimbursed.

To summarize, if the Plan is adopted as proposed, Developer reimbursement shall be capped at an amount not to exceed $3,140,592 on the actual costs of the following Eligible Activities incurred by the Developer: Department-Specific Activities; Housing Development Activities; Brownfield Plan & Work Plan Preparation and Consulting & Support, Brownfield Plan & Work Plan Implementation. However, if the actual costs of eligible activities are lower than estimated, the amount reimbursed to the Developer may be lower.

Table 1a - Itemized Eligible Activities	Eligible Activity Amount Supported in Brownfield Plan	Local Capture Proportionality *	State Capture Proportionality *	Local Tax Capture Only	State Tax Capture Only
		79.25%	20.75%	100.00%	100.00%
EGLE Eligible Activities					
Department-Specific Activities					
Work Plan Approval Exempt Activities - Assessments	$ 11,285	$ 8,944	$ 2,341	$ -	$ -
EGLE Environmental Eligible Activities Total	**$ 11,285**	**$ 8,944**	**$ 2,341**	**$ -**	**$ -**
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (MSHDA) ELIGIBLE ACTIVITIES					
HOUSING DEVELOPMENT ACTIVITIES					
Demolition Activities	$ 645,047	$ 511,226	$ 133,820	$ -	$ -
Lead and Asbestos Abatement Activities	$ 59,778	$ 47,377	$ 12,402	$ -	$ -
Infrastructure Improvements Activities, necessary for a Housing Project	$ 1,870,670	$ 1,482,584	$ 388,086	$ -	$ -
Site Preparation Activities	$ 36,946	$ 29,281	$ 7,665	$ -	$ -
MSHDA Housing Development Eligible Activities Total	**$ 2,612,441**	**$ 2,070,469**	**$ 541,972**	**$ -**	**$ -**
EGLE & MSHDA Contingency and Interest					
Contingency: MSHDA Eligible Activites (15%)	$ 391,866	$ 310,570	$ 81,296	$ -	$ -
Sub Total: Contingencies	$ 391,866	$ 310,570	$ 81,296	$ -	$ -
Sub Total: EAs + Contingencies	***$ 3,015,592***	***$ 2,389,983***	***$ 625,609***	***$ -***	***$ -***
Brownfield Plan & Work Plan Preparation and Consulting & Support (to Developer)	$ 80,000	$ 63,403	$ 16,597	$ -	$ -
Brownfield Plan & Work Plan Implementation (to Developer)	$ 45,000	$ 35,664	$ 9,336	$ -	$ -
Total Developer Administration: Brownfield Plan & Work Plan Preparation + Brownfield Plan & Work Plan Implementation	**$ 125,000**	**$ 99,068**	**$ 25,932**	**$ -**	**$ -**
Sub Total: EAs + Contingencies + Developer Administration	***$ 3,140,592***	***$ 2,489,051***	***$ 651,541***	***$ -***	***$ -***
State of Michigan Brownfield Redevelopment Fund (MBRF)	$ 55,095	$ -	$ -	$ -	$ 55,095
GRAND TOTAL: EAs + Contingencies + Developer Administration + MBRF	**$ 3,195,687**	**$ 2,489,051**	**$ 651,541**	**$ -**	**$ 55,095**

* Proportionality based upon capture of taxes from millages allowed (Ad Valorem and PILOT) and MSA Payments.

Reimbursement Obligations may not be fully reimbursed based upon current estimates of projected Taxable Value and resultant tax captures (Ad Valorem and PILOT) and MSA payments captures. The identified eligible costs in this Brownfield Plan totaling $3,195,687 may not be fully reimbursed if Taxable Value and/or tax capture assumptions do not increase over the balance of the 30-year capture period, because the tax increment revenue projections estimate a deficiency/shortfall in potential tax capture for the Developer of up to $682,579.

Table 1b - Summary of Eligible Activities	Eligible Activity Amount Supported in Brownfield Plan
Total Local Taxes to Developer for Eligible Activities and Contingency	$ 2,489,051
Total Local Tax Capture for Eligible Activities and Contingency	**$ 2,489,051**
Total School Taxes to Developer for Eligible Activities and Contingency	$ 651,541
Total School Tax Capture for Eligible Activities and Contingency	**$ 651,541**
Total School Taxes to State of Michigan Brownfield Redevelopment Fund (MBRF)	$ 55,095
Total School Tax Capture to MBRF	**$ 55,095**
Total Capture by State of Michigan Brownfield Redevelopment Fund (MBRF)	**$ 55,095**
Total Capture for Developer *	**$ 3,140,592**
GRAND TOTAL	**$ 3,195,687**
*To meet Developer obligations.	
Reimbursement Obligations may not be fully reimbursed based upon current estimates of projected Taxable Value and resultant tax captures (Ad Valorem and PILOT) and MSA payments captures. The identified eligible costs in this Brownfield Plan totaling $3,195,687 may not be fully reimbursed if Taxable Value and/or tax capture assumptions do not increase over the balance of the 30-year capture period, because the tax increment revenue projections estimate a deficiency/shortfall in potential tax capture for the Developer of up to $682,579.	

4. CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES (SECTION 13(2)(C),(F))

This Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of eligible activities under this Plan in accordance with the Agreement. The initial taxable value of the Property shall be determined by the use of tax year 2025 tax values. Tax increment revenue is expected to be available for capture by the redevelopment on the Property in 2026. Estimates project that the Authority is expected to capture the tax increment revenues through 2055, which will be generated by the increase in taxable value. The following table provides a summary of the captured incremental taxable values and tax increment revenues captured which it will provide after completion of the redevelopment project. In addition, detailed tables of estimated tax increment revenues to be captured are attached to this Plan as Exhibit C, Table 4 - Tax Increment Financing Estimates.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements on the Property set through the property assessment process by the local unit of government and equalized by the County. The actual increased taxable value of the land and all future taxable improvements on the Property may vary.

Additionally, this Plan's capture is derived by captures on payments made not only to Ad Valorem taxes but also from Payment in Lieu of Taxes (PILOT), and Municipal Services Agreement (MSA) payments in accordance with Act 381. The Plan only captures: millages allowed for tax capture from

100% Ad Valorem and 50% of the PILOT, and; 50% of the MSA payment. This is allowed under Act 381 because tax increment revenues also include the amount of any Payment In Lieu Of Taxes (PILOT) under section 15a(3) of the state housing development authority act of 1966, 1966 PA 346, MCL 125.1415a, paid on an eligible property subject to a brownfield plan, less the amount of property taxes levied on the eligible property subject to the brownfield plan for the year the eligible property became subject to the brownfield plan.

Furthermore, the amount of tax increment revenue available under this Plan will be based on the actual millage levied annually by each taxing jurisdiction on the increase in taxable value resulting from the redevelopment project that is eligible and approved for capture. Eligible activities are estimated at approximately $3,195,687 so long as there are available revenues. However, based upon current estimates of Projected Taxable Value and resultant tax capture (millages allowed for tax capture from 100% Ad Valorem and 50% of the PILOT) and 50% of the MSA payment captures, the identified eligible activities to the Project in Table 1a may not be fully reimbursed if Taxable Value assumptions don't increase over the 30-year capture period, because the Plan only estimates $2,513,108 in potential tax capture and MSA payment capture. After tax capture payments and MSA payment captures to other obligations identified in this Plan (MBRF), the resultant shortfall to Developer is estimated at $682,579. If the actual costs of eligible activities are lower than the estimates identified in this Plan, capture to the Project may be lower or if the Taxable Value is higher than estimated Project reimbursement may be satisfied.

Additional Revenues Captured if Taxable Values Increase	
Estimated Eligible Activity Costs	$3,195,687
Estimated Potential Tax Capture and MSA Capture	$2,513,108
Estimated Deficiency/Shortfall (this deficiency/shortfall may be captured if Taxable Values increases)	$682,579

Table 2 - Estimated Captured Incremental Taxable Values & Tax Increment Revenues (all available Ad Valorem and 50% PILOT) and 50% MSA Payments Captured		
Tax Year	**Captured Incremental Taxable Values**	**Tax Increment Revenues (all Ad Valorem and 50% PILOT) and 50% MSA Payments Captured**
2025	$ -	$ -
2026 - Start of Tax Capture	$ 4,176,151	$ 220,462
2027	$ 10,926,251	$ 12,571
2028	$ 11,740,051	$ 39,096
2029	$ 12,106,051	$ 53,451
2030	$ 12,482,951	$ 55,281
2031	$ 12,871,251	$ 57,161
2032	$ 13,271,251	$ 59,086
2033	$ 13,683,151	$ 61,056
2034	$ 14,107,451	$ 63,078
2035	$ 14,544,451	$ 65,146
2036	$ 14,994,551	$ 67,267
2037	$ 15,458,151	$ 69,439
2038	$ 15,935,651	$ 71,664
2039	$ 16,427,551	$ 73,948
2040	$ 16,934,151	$ 76,285
2041	$ 17,455,951	$ 78,682
2042	$ 17,993,451	$ 81,138
2043	$ 18,547,051	$ 83,654
2044	$ 19,117,251	$ 86,231
2045	$ 19,704,551	$ 88,874
2046	$ 20,309,551	$ 91,584
2047	$ 20,932,651	$ 94,361
2048	$ 21,574,451	$ 97,206
2049	$ 22,235,551	$ 100,125
2050	$ 22,916,451	$ 103,117
2051	$ 23,617,751	$ 106,183
2052	$ 24,340,051	$ 109,325
2053	$ 25,084,051	$ 112,547
2054	$ 25,850,451	$ 115,851
2055	$ 26,639,751	$ 119,237
Total	**-**	**$ 2,513,108**

Table 2 is based upon current estimates of Projected Taxable Value and resultant tax increment revenues captured (millages allowed for tax capture from 100% Ad Valorem and 50% of the PILOT) and 50% of the MSA payments captured.

5. METHOD OF BROWNFIELD PLAN FINANCING (SECTION 13(2)(D))

Eligible activities are to be financed by the Developer and City.

The Developer will be reimbursed for eligible costs as listed in Tables 1a and 1b above. The current estimated amount of capture used to reimburse the:

- Developer costs in this Plan are capped at $3,140,592, so long as there are available tax increment revenues and MSA payment captures.

All reimbursements authorized under this Plan shall be governed by the Agreement. The Authority shall not incur any note or bonded indebtedness to finance the purposes of this Plan. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the Authority to fund such reimbursements. The amount and source of any tax increment revenues and MSA captures that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Agreement contemplated by this Plan.

6. AMOUNT OF NOTE OR BONDED INDEBTEDNESS INCURRED (SECTION 13(2)(E))

The Authority will not incur a note or bonded indebtedness for the Brownfield project under this Plan.

7. DURATION OF THE BROWNFIELD PLAN AND EFFECTIVE DATE (SECTION 13(2)(F))

Subject to Section 13b(16) of Act 381, the date of tax capture (and for the purposes of this Plan related to MSA payments capture) shall commence no earlier than 2026 or the immediate following year—as increment revenue becomes available, but the beginning date of tax increment revenues capture shall not exceed five years beyond the date of the governing body resolution approving the Plan. In no event shall this Plan extend beyond the maximum term allowed by Section 13(2)(f) of Act 381 for the duration of this Plan. Total estimated Plan capture duration for reimbursement of Department-Specific Activities; Housing Development Activities; Brownfield Plan & Work Plan Preparation and Consulting & Support; Brownfield Plan & Work Plan Implementation; and MBRF capture is estimated at 30 years (2026-2055). This Plan's capture of tax increment revenues and MSA payments shall not exceed 30 years, unless amended.

Furthermore, this Plan, or any subsequent amendment thereto, may be abolished or terminated in accordance with Section 14(8) of Act 381 in the event of any of the following:

a. The governing body may abolish this Plan (or any subsequent amendment thereto) when it finds that the purposes for which this Plan was established have been accomplished.

b. The governing body may terminate this Plan (or any subsequent amendment thereto) if the project for which eligible activities were identified in this Plan (or any subsequent amendment thereto) fails to occur with respect to the Eligible Property for at least two (2) years following the date of the governing body resolution approving this Plan (or any subsequent amendment thereto), provided that the governing body first does both of the following: (i) gives 30 days' written notice to the Developer at its last known address by certified mail or other method that documents proof of delivery attempted; and (ii) provides the Developer with an opportunity to be heard at a public meeting.

Notwithstanding anything in this subsection to the contrary, this Plan (or any subsequent amendment thereto) shall not be abolished or terminated until the principal and interest on bonds, if any, issued under Section 17 of Act 381 and all other obligations to which the tax increment revenues are pledged have been paid or funds sufficient to make the payment have been identified or segregated.

8. ESTIMATED IMPACT ON TAXING JURISDICTIONS (SECTION 13(2)(G))

The following table presents a summary of the impact to taxing jurisdictions (if the redevelopment Project is completed) over a 30-year capture period. The impact to each individual taxing jurisdiction may be as much as their proportionate share of $2,513,108. Table 1a identifies the total amount required for the Project's eligible activities and if sufficient tax increment revenues and MSA payment captures become available for capture the impact to each individual taxing jurisdiction could become as much as their proportionate share of $3,195,687. Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented in Exhibit C.

Table 3: Impact to Taxing Jurisdictions: Total Paid, Captured, and Returned to Taxing Jurisdictions (excludes any Base Year/ ITV)

Taxing Unit/ Entity	TOTAL PAID[1]			TOTAL CAPTURED[2]			TOTAL RETURNED[3]		
	Incremental Taxes Paid (Ad Valorem and PILOT): Brownfield TIF Plan	MSA Payment	TOTALS	Tax Impact/ Capture (Ad Valorem and PILOT): Brownfield TIF Plan	MSA Captured	TOTALS	Taxes Returned (Ad Valorem and PILOT) to Taxing Jurisdiction: Brownfield TIF Plan	MSA Returned	TOTALS
CITY OF WYOMING									
Local Government Unit (LGU): Cumulative	*$ 460,667*	*$ 2,404,979*	*$ 2,865,646*	*$ 312,520*	*$ 1,202,490*	*$ 1,515,010*	*$ 148,146*	*$ 1,202,490*	*$ 1,350,636*
KENT COUNTY & REGIONAL	$ 260,804		$ 260,804	$ 176,932		$ 176,932	$ 83,872		$ 83,872
LIBRARY									
District Library	$ 38,537		$ 38,537	$ 26,144		$ 26,144	$ 12,393		$ 12,393
INTERMEDIATE SCHOOL DISTRICT (ISD)									
Kent ISD	$ 189,251		$ 189,251	$ 128,390		$ 128,390	$ 60,861		$ 60,861
COMMUNITY COLLEGE									
Grand Rapids Community College	$ 59,385		$ 59,385	$ 40,288		$ 40,288	$ 19,098		$ 19,098
LOCAL SCHOOL MILLAGES: excludes State School millages									
Wyoming School Debt (Only under PILOT is this millage allowed for capture)	$ 214,227		$ 214,227	$ 55,935		$ 55,935	$ 158,291		$ 158,291
Non-LGU Local: Cumulative	*$ 762,204*	*$ -*	*$ 762,204*	*$ 427,688*	*$ -*	*$ 427,688*	*$ 334,516*	*$ -*	*$ 334,516*
Total Local: Cumulative	**$1,222,870**	**$2,404,979**	**$3,627,849**	**$ 740,208**	**$1,202,490**	**$1,942,698**	**$ 482,662**	**$1,202,490**	**$1,685,152**
STATE SCHOOL MILLAGES: excludes Local School millages									
State Education Tax - SET	$ 210,201		$ 210,201	$ 142,602		$ 142,602	$ 67,599		$ 67,599
Wyoming Local School Operating - LSO	$ 630,604		$ 630,604	$ 427,807		$ 427,807	$ 202,796		$ 202,796
Total State & Local School: Cumulative	$ 840,805	$ -	$ 840,805	$ 570,410	$ -	$ 570,410	$ 270,395	$ -	$ 270,395
Total	**$2,063,675**	**$2,404,979**	**$4,468,654**	**$1,310,618**	**$1,202,490**	**$2,513,108**	**$ 753,057**	**$1,202,490**	**$1,955,547**

Notes:

1. Total Tax Amount Paid on Incremental Taxable Value (excludes tax amount paid on Base Year Taxable Value) during Brownfield Plan Tax Capture period (all payments for Ad Valorem taxes) and includes amounts paid on PILOT and MSA. See Table 4e for more detailed information.

2. The Brownfield Plan only captures millages allowed for tax capture from all available Ad Valorem taxes and 50% of the PILOT Payment. It also captures 50% of the MSA Payment. See Table 4c for more detailed information.

3. Tax Amount Returned on Incremental Taxable Value (excludes tax amount paid on Base Year Taxable Value) during Brownfield Plan Tax Capture period (non capturable Ad Valorem taxes) and includes amounts returned on 50% of the PILOT and 50% of the MSA Payments. See Table 4f for more detailed information.

9. DISPLACEMENT OF PERSONS (SECTION 13(2)(I-L))

There are no persons or businesses residing on the Property, and no occupied residences are designated for acquisition and clearance by the Authority; therefore, there will be no displacement or relocation of persons or businesses under this Plan. Therefore, no relocation assistance strategy for compliance with Michigan's Relocation Assistance Law is needed in this Plan.

10. LOCAL BROWNFIELD REVOLVING FUND (SECTION 8)

No captures of incremental local taxes to fund the Authority's Local Brownfield Revolving Fund (LBRF) are included in this Plan.

11. STATE BROWNFIELD REDEVELOPMENT FUND (SECTION 8A)

The Authority shall pay to the Department of Treasury at least once annually an amount equal to 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, that are captured under this Plan for up to the first twenty-five (25) years of the duration of capture of tax increment revenues for each Eligible Property included in this Plan. If the Authority pays an amount equal to 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on a parcel of Eligible Property to the Department of Treasury under Section 13B(14) of Act 381, the percentage of local taxes levied on that parcel and used to reimburse eligible activities for the Project under this Plan shall not exceed the percentage of local taxes levied on that parcel that would have been used to reimburse eligible activities for the Project under this Plan if the 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on that parcel were not paid to the Department of Treasury under Section 13b(14) of Act 381.

Under this Plan, the 3 mills of the taxes levied under the state education tax that are calculated under the PILOT have been included in this Plan.

State of Michigan Brownfield Redevelopment Fund (MBRF) capture is estimated at $55,095.

12. OTHER INFORMATION (SECTION 13(2)(M))

Brownfield Plan Amendments

The Authority and the City, in accordance with the Act, may amend this Plan in the future in order to fund additional eligible activities associated with the Project described herein in the event an amendment is deemed necessary for the completion of the Project and to meet the objectives of the Plan under Act 381.

Explanation of Municipal Services Agreement (MSA) Payments Captured

The MSA payments captured under this Plan are 50% of all annual payments made to the City of Wyoming during the life of the Plan as identified in Table 4c3 of this Plan.

Explanation of Millages Captured

A. All Eligible Property in this Plan is within the City's Downtown Development Authority Development and Tax Increment Financing Plan (commonly referred to as "DDA"), and the DDA is authorized to capture all millages authorized under Act 197 of the Public Acts of 1975, as amended, now replaced by Act 57 of the Public Acts of 2018, as amended ("Act 57") for the duration of the Plan. However, under this Plan, 100% of the millages allowed for DDA capture will be transferred to the BRA for their use. The transfer of the DDA's millages to the BRA will be in accordance with an Interlocal Agreement ("ILA") per the Urban Cooperation Act, Public Act 7 of 1967. The ILA allows the DDA to authorize or "pass-through" to the Brownfield Redevelopment Authority the tax increment that it would otherwise capture.

B. All millages not allowed for DDA tax capture will be captured by the BRA as allowed pursuant to Act 381 of the Public Acts of 1996, as amended. Based on the above, and as required under Act 381, an estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the Eligible Property is located is provided in Table 3 and Table 4c of this Plan.

C. Capture of School Millages, the Local School Operating (LSO) millage and the State Education Tax (SET) millage, by the Authority are allowed for EGLE-Environmental Eligible Activities of Exempt Activities – Assessments ("EGLE Exempt Activities"). EGLE Exempt Activities are not subject to approval of an Act 381 Environmental Work Plan by EGLE.

D. Debt millages in this Plan – Act 381 does not allow capture of certain Ad Valorem millages and in the case of this Project's Plan, Ad Valorem debt millages are not allowed for capture. However, because the Payment In Lieu Of Taxes (PILOT) is an exemption from Ad Valorem property taxes, the debt millages that are calculated under the PILOT now become capturable under Act 381 and thus have been included in this Plan.

Explanation on Proportionality of Eligible Activity Costs

Based upon the assumptions made in this Plan, the state and local breakdown of tax capture millage percentages anticipated, and local City of Wyoming MSA payment captures anticipated to be used for reimbursement of eligible costs through this Plan are summarized below.

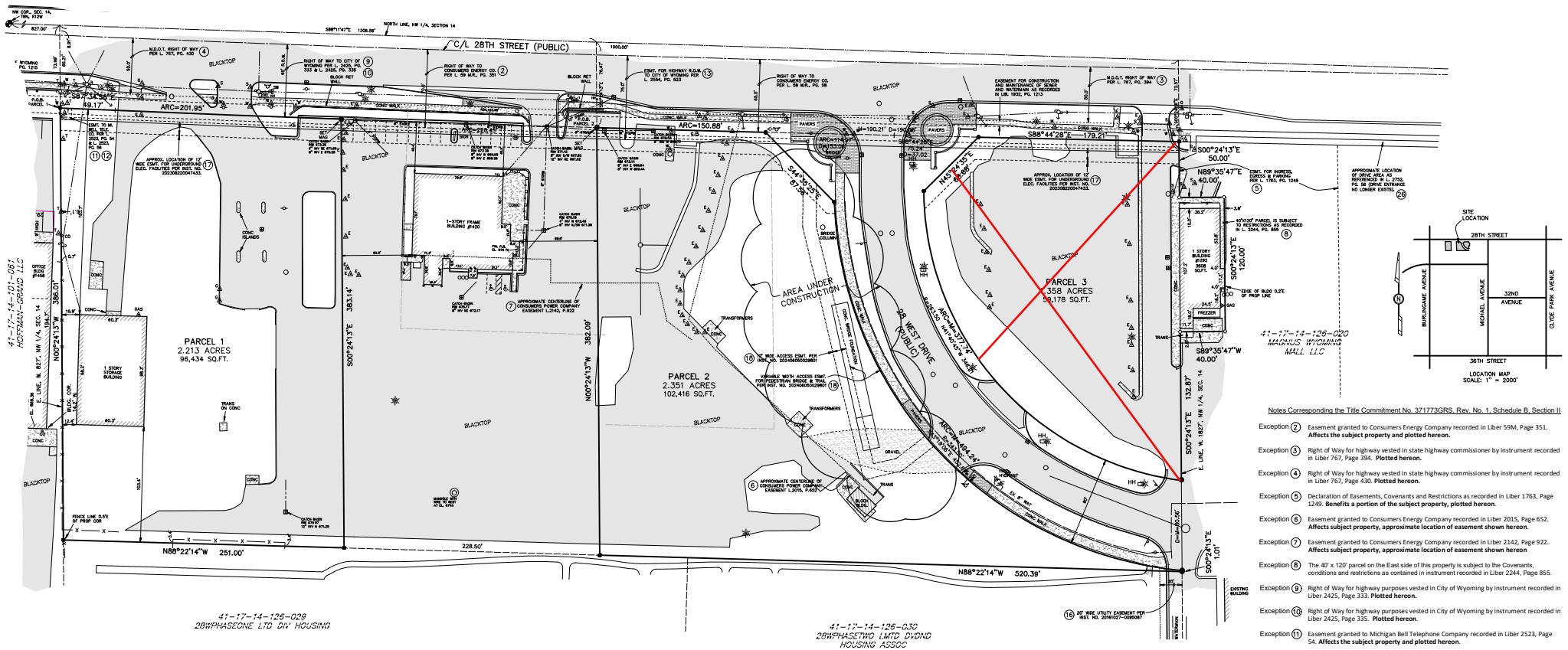
EGLE and MSHDA Eligible Activities	Local Capture Proportionality	State Capture Proportionality
Local to State Tax Capture Revenue and MSA Payment Capture Percentages on EGLE and MSHDA amounts	***79.25%***	***20.75%***

EXHIBITS

EXHIBIT A

ALTA / NSPS Land Title Surveys (3 Parcels) with Legal Descriptions

Eligible Property		
Address (if known)	**Tax ID**	**Basis of Eligibility**
1420 28th Street SW	41-17-14-126-026	Housing Property
1440 28th Street SW	41-17-14-126-025	Housing Property
1410 28 West Place SW	41-17-14-126-027	Housing Property



PRELIMINARY

Notes Corresponding the Title Commitment No. 371773GRS, Rev. No. 1, Schedule B, Section II

Exception (2) Easement granted to Consumers Energy Company recorded in Liber 59M, Page 351. **Affects the subject property and plotted hereon.**

Exception (3) Right of Way for highway vested in state highway commissioner by instrument recorded in Liber 767, Page 394. **Plotted hereon.**

Exception (4) Right of Way for highway vested in state highway commissioner by instrument recorded in Liber 767, Page 430. **Plotted hereon.**

Exception (5) Declaration of Easements, Covenants and Restrictions as recorded in Liber 1763, Page 1249. **Benefits a portion of the subject property, plotted hereon.**

Exception (6) Easement granted to Consumers Energy Company recorded in Liber 2015, Page 652. **Affects subject property, approximate location of easement shown hereon.**

Exception (7) Easement granted to Consumers Energy Company recorded in Liber 2142, Page 922. **Affects subject property, approximate location of easement shown hereon**

Exception (8) The 40' x 120' parcel on the East side of this property is subject to the Covenants, conditions and restrictions as contained in instrument recorded in Liber 2244, Page 855.

Exception (9) Right of Way for highway purposes vested in City of Wyoming by instrument recorded in Liber 2425, Page 333. **Plotted hereon.**

Exception (10) Right of Way for highway purposes vested in City of Wyoming by instrument recorded in Liber 2425, Page 335. **Plotted hereon.**

Exception (11) Easement granted to Michigan Bell Telephone Company recorded in Liber 2523, Page 54. **Affects the subject property and plotted hereon.**

Exception (12) Easement granted to Michigan Bell Telephone Company recorded in Liber 2523, Page 56. **Affects the subject property and plotted hereon.**

Exception (13) Right of Way for highway purposes vested in City of Wyoming by instrument recorded in Liber 2554, Page 523. **Affects the subject property and plotted hereon.**

Exception (14) Driveway Location Affidavit as recorded in Liber 2752, Page 56. **Described drive area shown hereon, not located on the subject property.**

Exception (15) Easement to UACC Midwest, Inc. d/b/a TCI Cablevision of West Michigan, Inc. recorded in Liber 3229, Page 462. **Blanket type easement affects the entire property.**

Exception (16) Easement for utility purposes purposes vested in City of Wyoming by instrument recorded in Instrument No. 20161027-0095087. **Affects the subject property and plotted hereon.**

Exception (17) Easement for Underground Electric Facilities recorded in Instrument Number 202308220047433. **Affects the subject property and plotted hereon.**

Exception (18) Easements recorded in Instrument Number 202406050029801. **Affects the subject property and plotted hereon.**

SURVEYOR'S CERTIFICATE

To: Magnus Capital Partners LLC
Cinnaire Title Services, LLC
Old Republic National Title Insurance 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, 6(a), 6(b), 7(a), 7(b), 8, 9, 10, 11(a), 11(b), 13, 16, 17, 18, 19 and 20(a) of Table A thereof. The field work was completed on December 2, 2024.

December 6, 2024

Brent M. Feyen, P.S. 4001055904

Notes:

1. Bearings are based on the North line of the NW 1/4, Section 14 = S88°11'47"E.
2. Legal description and easements of record shown hereon are based on Old Republic National Title Insurance Company Commitment No. 705326b, dated July 2, 2024.
3. This property contains a total of 5.922 acres.
4. No portion of this property lies within a Special Flood Hazard Area, as identified by the Federal Insurance Administration, Department of Homeland Security. This property lies within Zone X (areas of minimal flood hazard) as identified on Flood Insurance Rate Map Community Panel No. 26081C0412D, dated February 23, 2023, published by the Federal Emergency Management Agency.
5. On the date of this survey there was no visible evidence of current earth moving work, building construction or building additions. There are no known proposed changes in street R.O.W. lines or observed evidence of recent street or sidewalk construction or repairs.
6. Utility Note: Observed evidence of utilities has been shown. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.
7. On the date of the survey the condition of the striping on the blacktop surface was in too poor condition the determine an accurate parking count.
8. A zoning report had not been furnished to the survey as of the date of the survey.
9. There are no encroachments either way across property lines except as shown hereon.

Parcel 1:

Description of 1440 28th St. SW (Parcel No. 41-17-14-126-025):

Part of the NW 1/4 of Section 14, T6N, R12W, City of Wyoming, Kent County, Michigan, described Commencing at the NWcorner of said Section 14; thence S88°11'47"E 827.00 feet along the North line of said Section 14; thence S00°24'13"E 73.99 feet along the East line of theWest 827 feet of said NW 1/4 to the Southerly line of 28th Street and the PLACE OF BEGINNING of this description; thence S87°34'58"E 49.17 feet along said Southerly line; thence Easterly 201.95 feet along said Southerly line on a 34,442.48 foot radius curve to the left, the chord of which bears S87°49'44"E 201.95 feet; thence S00°24'13"E 383.14 feet; thence N88°22'14"W251.00 feet to the East line of theWest 827 feet of said NW1/4; thence N00°24'13"W386.01 feet to the place of beginning.

This parcel contains 2.213 acres.

Parcel 2:

Description of 1410 28 West Place SW (Parcel No. 41-17-14-126-027):

Part of the NW 1/4 of Section 14, T6N, R12W, City of Wyoming, Kent County, Michigan, described Commencing at the NWcorner of said Section 14; thence S88°11'47"E 1306.56 feet along the North line of said Section 14; thence S00°24'13"E 76.47 feet to the Southerly line of 28th Street and the PLACE OF BEGINNING of this description; thence Easterly 150.88 feet along said Southerly line on a 34,442.48 foot radius curve to the left, the chord of which bears S88°25'28"E 150.88 feet to theWesterly line of 28 West Drive; thence S44°35'25"E 87.56 feet along saidWesterly line; thence Southeasterly 494.24 feet along said Westerly line on a 343.50 foot radius curve to the left, the chord of which bears S43°19'06"E 452.69 feet to the East line of theWest 1827 feet of said NW1/4; thence S00°24'13"E 1.01 feet along said East line; thence N88°22'14"W520.39 feet; thence N00°24'13"W 382.09 feet to the place of beginning.

This parcel contains 2.351 acres.

Parcel 3:

Description of 1345 28 West Place SW (Parcel No. 41-17-14-126-028):

Part of the NW 1/4 of Section 14, T6N, R12W, City of Wyoming, Kent County, Michigan, described Commencing at the NW corner of said Section 14; thence S88°11'47"E 1827.00 feet along the North line of said Section 14; thence S00°24'13"E 72.57 feet along the East line of theWest 1827.00 feet of said NW 1/4 to the Southerly line of 28th Street and the PLACE OF BEGINNING of this description; thence S00°24'13"E 50.00 feet along said East line; thence N89°35'47"E 40.00 feet; thence S00°24'13"E 120.00 feet; thence S89°35'47"W40.00 feet; thence S00°24'13"E 132.87 feet to the Easterly line of 28 West Drive; thence Northwesterly 327.74 feet along said Easterly line on a 263.50 foot radius curve to the right, the chord of which bears N41°40'45"W306.21 feet; thence N45°24'35"E 68.68 feet to the Southerly line of 28th Street; thence S88°44'28"E 179.21 feet along said South line to the place of beginning.

This parcel contains 1.358 acres.

SCALE: 1" = 40'

LEGEND

- = IRON STAKE FOUND
- = IRON STAKE SET
- = MAG NAIL FOUND
- = MONUMENT
- = UTILITY POLE & GUY WIRE
- = LIGHT POLE
- = SIGN
- = BOLLARD
- = HYDRANT
- = WATERMAIN VALVE
- = STOP BOX
- = CATCH BASIN
- = MANHOLE
- = CLEAN OUT
- = HAND HOLE
- = TELEPHONE BOX
- = BURIED GAS LINE MARKER
- = BURIED ELECTRIC MARKER
- = BURIED TELEPHONE MARKER
- = BURIED WATERMAIN MARKER
- = BURIED SANITARY MARKER
- = FENCE LINE
- = OVERHEAD WIRES

ALTA/NSPS LAND TITLE SURVEY

RE:1410 & 1440 28TH ST ~~& 1345 28TH ST WEST~~

FOR: MAGNUS CAPITAL PARTNERS
ATTN: VISHAL AURORA
733 3RD AVENUE, 16TH FLOOR
NEW YORK, NY 10017

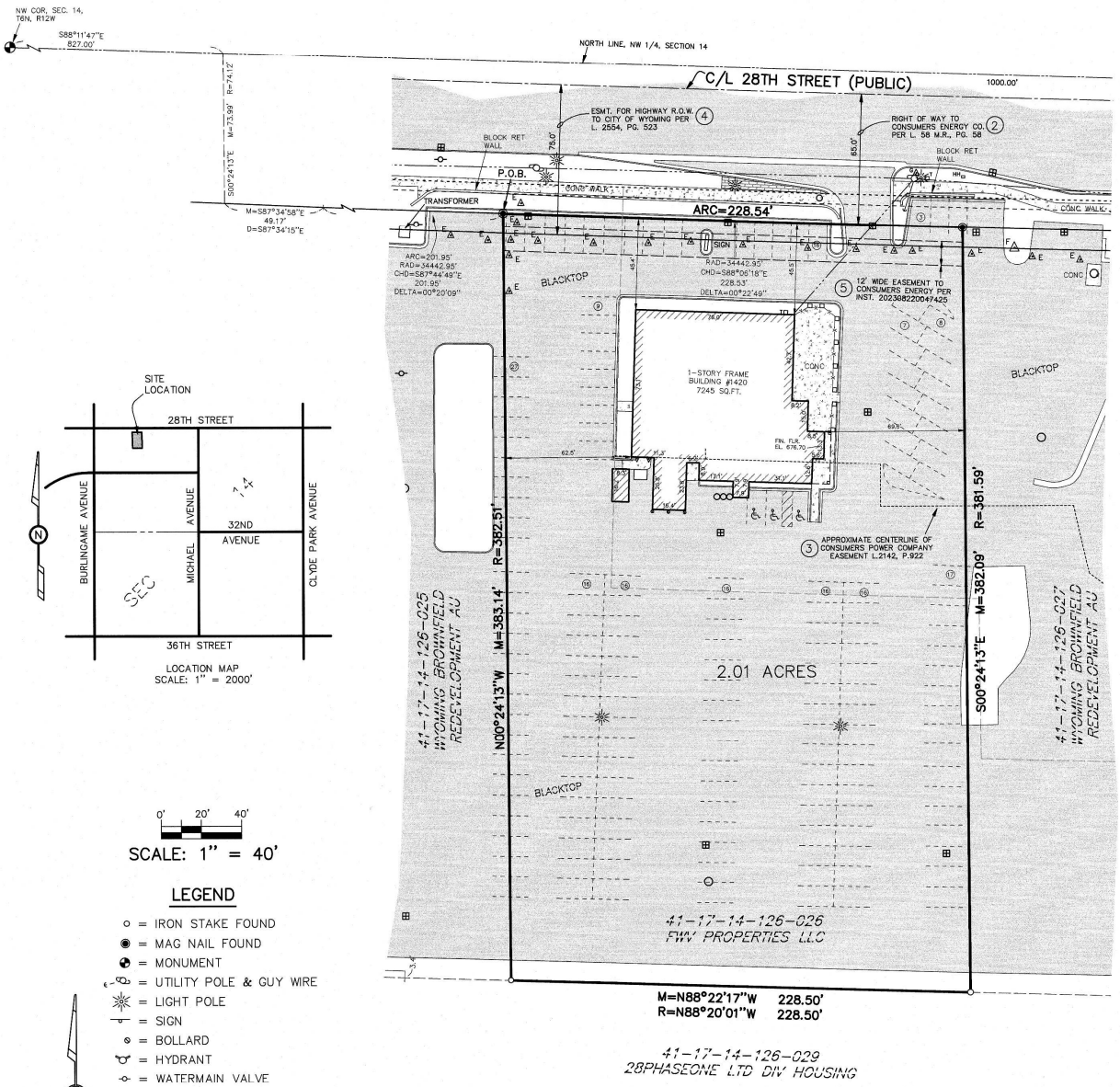
PART OF THE NW 1/4, SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

exxel engineering, Inc.
planners · engineers · surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

DATE	REVISION	BY

DRAWN BY: BAB
APPROVED BY: .
FILE NO.: S221489
PROJ. ENG.: .
PROJ. SURV.: .
DATE: 12/5/2024

SHEET 1 of 1



Land situated in the City of Wyoming, Kent County, Michigan:

Part of the Northwest 1/4 of section 14, Town 6 North, Range 12 West, described as: Commencing at the Northwest corner of said Section; thence South 88 degrees 11 minutes 47 seconds East 827.00 feet along the North line of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 74.12 feet parallel with the West line of said Section 14 to a point on the South right-of-way line of 28th street (130 foot wide right-of-way); thence South 87 degrees 34 minutes 15 seconds East 49.17 feet along said South right-of-way line; thence Easterly 201.95 feet along said South right-of-way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00 degrees 20 minutes 09 seconds, and a chord bearing South 87 degrees 44 minutes 49 seconds East 201.95 feet to the Point of Beginning; thence continuing Easterly 228.54 feet along said South right-of-way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00 degrees 22 minutes 49 seconds, and a chord bearing South 88 degrees 06 minutes 18 seconds East 228.53; thence South 00 degrees 24 minutes 13 seconds East 381.59 feet parallel with the West line of said Section 14; thence North 88 degrees 20 minutes 01 second West 228.50; thence North 00 degrees 24 minutes 13 seconds West 382.51 feet parallel with the West line of said Section 14 to the Point of Beginning.

Notes Corresponding the Title Commitment No. 705326a, Schedule B, Section II

Exception (2) Easement granted to Consumers Energy Company recorded in Liber 58M, Page 58. **Route lies within 28th Street R.O.W. (Plotted hereon. Does not affect subject property)**

Exception (3) Easement granted to Consumers Energy Company recorded in Liber 2142, Page 922. **(Affects subject property, approximate location of easement shown hereon)**

Exception (4) Right of Way for highway purposes vested in City of Wyoming by instrument recorded in Liber 2554, Page 523. **(Affects the subject property and plotted hereon.)**

Exception (5) Easement to Consumers Energy recorded in Instrument Number 202308220047425. **(Affects the subject property and plotted hereon.)**

Notes:

1. Bearings are based on the North line of the NW 1/4, Section 14 = S88°11'47"E.
2. Legal description and easements of record shown hereon are based on Cinnaire Title Services, LLC Commitment No. 705326a, dated May 01, 2024.
3. This property contains a total of 2.01 acres.
4. No portion of this property lies within a Special Flood Hazard Area, as identified by the Federal Insurance Administration, Department of Homeland Security. This property lies within Zone X (areas of minimal flood hazard) as identified on Flood Insurance Rate Map Community Panel No. 26081C0412D, dated February 23, 2023, published by the Federal Emergency Management Agency.
5. On the date of this survey there was no visible evidence of current earth moving work, building construction or building additions. There are no known proposed changes in street R.O.W. lines or observed evidence of recent street or sidewalk construction or repairs.
6. Utility Note: Observed evidence of utilities has been shown. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.
7. There were 170 parking spaces observed on this property, which includes 167 regular parking spaces and 3 disabled spaces.
8. A zoning report had not been furnished to the survey as of the date of the survey.
9. There are no encroachments either way across property lines except as shown hereon.
10. This Parcel has direct access to 28th Street.

STATE OF MICHIGAN
VINCENT ALAN DOUMA
License No. 4001050433
LICENSED PROFESSIONAL SURVEYOR

SURVEYOR'S CERTIFICATE

To: Magnus Capital Partners LLC
IFF, an Illinois nonprofit cormoration
Cinnaire Title Services, LLC
Old Republic National Title Insurance 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, 6(a), 6(b), 7(a), 7(b), 8, 9, 10, 11(a), 13, 16, 17, 18, 19 and 20(a) of Table A thereof. The field work was completed on June 18, 2024.

June 27, 2024

Vincent A. Douma, P.S. 4001050433

ALTA/NSPS LAND TITLE SURVEY

RE: 1420 28TH ST

FOR: MAGNUS CAPITAL PARTNERS
ATTN: VISHAL AURORA
220 LYON ST. NW, SUITE 500
GRAND RAPIDS, MI 49503

PART OF THE NW 1/4, SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

exxel engineering, inc.
planners · engineers · surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

DATE	REVISION	BY
6/21/24	REVISED PER TITLE	VAD

DRAWN BY: BAR/SRL
APPROVED BY: VAD
FILE NO.: 221489E
PROJ. ENG.: -
PROJ. SURV.: VAD
DATE: 06/27/24

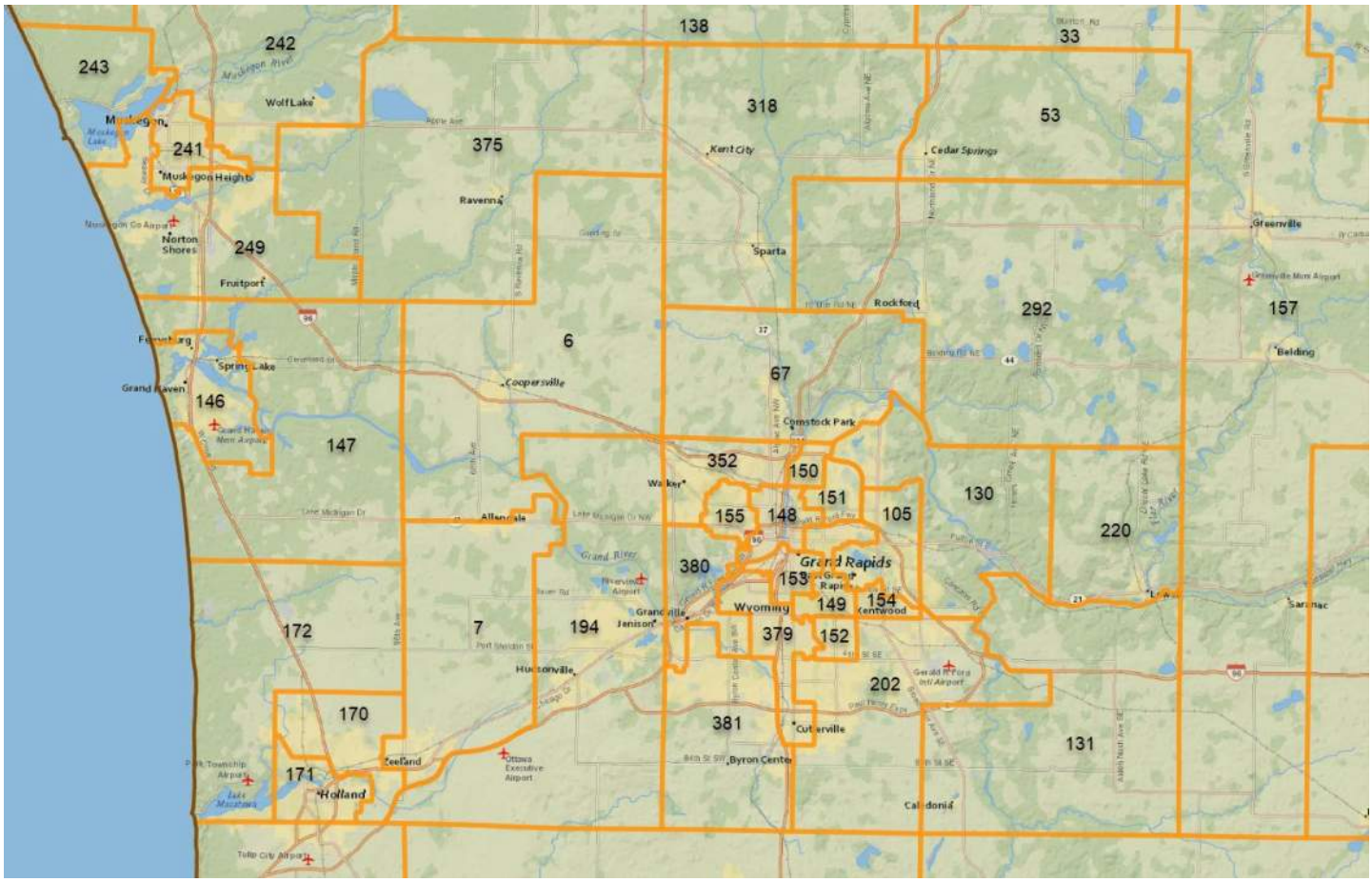
SHEET 1 of 1

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EXHIBIT B

Basis of Eligibility

Exhibit B-1: MSHDAs Partnership F (West Michigan) - Data Document 2022



Market	Name	Market	Name	Market	Name
4	Allegan City	**152**	Grand Rapids-South	**242**	Muskegon-Northeast
6	Allendale-North	**153**	Grand Rapids-South Central	**243**	Muskegon-Northwest
7	Allendale-South	**154**	Grand Rapids-Southeast	**246**	Newaygo
20	Baldwin	**155**	Grand Rapids-West	**249**	Norton Shores
33	Big Rapids	**157**	Greenville	**285**	Reed City
53	Cedar Springs	**163**	Hart	**292**	Rockford
67	Comstock Park	**166**	Hastings	**318**	Sparta Village
105	East Grand Rapids	**170**	Holland-Central-North	**330**	Stanton
118	Fennville	**171**	Holland-Central-South	**352**	Walker-North
130	Forest Hills-North	**172**	Holland-Northwest	**359**	Wayland
131	Forest Hills-South	**173**	Holland-Southwest	**369**	Whitehall
138	Fremont	**184**	Ionia	**375**	Wolf Lake (South)-Ravenna
146	Grand Haven-Central	**194**	Jenison	**379**	Wyoming-East
147	Grand Haven-Outer	**202**	Kentwood/Gerald Ford Airport	**380**	Wyoming-Grandville
148	Grand Rapids-Central	**220**	Lowell	**381**	Wyoming-South
149	Grand Rapids-East	**221**	Ludington	**382**	Yankee Springs Recreation Area
150	Grand Rapids-North	**229**	Marion		
151	Grand Rapids-Northeast	**241**	Muskegon City		

The West Michigan Housing Partnership includes 13 counties (Allegan, Barry, Ionia, Kent, Lake, Mason, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Osceola and Ottawa), as well as 52 Statewide Housing Needs Assessment markets. An analysis of the latest-available Census data, as well as changes in housing prices and availability since 2016, shows that the 52 markets in the partnership fall into 13 broad categories.

- One group of markets, including portions of Mecosta, Montcalm, Ionia, Allegan and Muskegon Counties as well as the city of Ludington, has housing demand indicators near statewide averages. The housing supply in these areas is predominately made up of single-family detached homes, with a slightly elevated proportion of mobile homes as well. Units here tend to be slightly larger than in other markets, and the percentage of new-build units is relatively low. Seasonal housing vacancies are low here, as are market vacancies. "Other" vacancies—a Census category that is sometimes used as a proxy for dilapidated or blighted housing structures--are higher than average, however. Both housing values and housing costs tend to be low; that coupled with moderate income tends to keep the incidence of shelter overburden relatively low. This pattern is likely to continue into the short term, at least, since housing costs and home values have decreased or remained steady since 2016.

- Another group of markets is in coastal Muskegon County, as well as Grand Haven, northern Ottawa County, Comstock Park and scattered neighborhoods in Grand Rapids. Housing demand indicators here are higher than state averages. The group's housing stock is dominated by single-family detached units, which tend to be older and larger than state averages. Homeownership here also exceeds the state average, and homeownership monthly costs are at or slightly below average. Rents tell a different story, however, since market vacancies declined sharply over the last five years, and rents have shot up as a result. Non-mortgaged homeowners also saw increases in housing costs during the same period. Home values also registered strong increases, but the rate of increase was slower than the Michigan average.

- The third market grouping takes in mainly rural and small-town regions in the partnership, including western Oceana County, southern Newaygo County, eastern Muskegon County, northern Kent County, eastern Montcalm, Ionia and Barry Counties, and much of Allegan County. Housing demand indicators in these markets is positive, as incomes are slightly higher than statewide averages, and unemployment rates tend to be lower. Workers tend to have longer commutes in these markets. On the supply side, older, single-family homes tend to dominate the landscape. Homes tend to be larger among members of this group, and homeownership rates are significantly higher than statewide. Markets in this group tend to have a more stable household base, since they have relatively fewer new in-movers, and a significant proportion of households residing in their neighborhoods since before 1990. Rents and homeowner costs are lower than statewide, as is the percentage of households experiencing shelter overburden. Vacancy tends to be very low in this market group. Despite a sharp drop in market vacancies over the last five years, housing costs for residents have remained mostly stable.

- The city of Muskegon makes up the next market type. Housing demand indicators in these markets are relatively low; household income tends to be significantly lower than the statewide

average, and unemployment is strongly higher. Housing supply indicators imply markets where single-family detached structures are very common, with some presence of denser housing types such as duplexes and small-scale multifamily structures. The stock tends to be quite old, with few units built after 2010 and nearly a quarter dating back to 1939 or earlier. Overcrowded conditions are more common in these places than in other markets around the state. Home values and shelter costs are much lower in these areas; this is likely due to the age of the stock among other factors. Despite this, overburden is a large issue for many households here. Five-year trends in housing costs (both owner and renter) show decreases, even in the face of a decrease in the stock available for sale or rent.

- Another market group in the partnership contains neighborhoods in central Ottawa County and Wyoming, Walker, Kentwood and the eastern areas of Grand Rapids. The residents in this group tend to be younger on average, with moderately high incomes and low levels of unemployment. They also tend to be well-educated, with a higher-than-average proportion of persons with bachelors degrees. Housing here tends to have more diversity in terms of both tenure and construction type; a majority is still single-family detached, but with higher levels of more-dense housing alternatives. Similarly, renters are more common in these markets, but most households own their homes. More of its stock tends to date back to the 1970s and 1980s, but some recent development has occurred as well. Housing quality is relatively high, since the percentage of units built before 1940 is low, as is the percentage of households that experience overcrowding. Housing values and cost tend to be moderately high in these markets, as is the overburdened percentage. Housing vacancy is not a large issue in these markets, as both the renter and owner vacancy rates are low, and there is not a large amount of seasonal or "other" vacancy either. Changes between 2016 and 2021 may indicate higher housing costs in the future, since the number of market vacancies has decreased significantly during that time. This seems to have increased housing costs and home values for current residents, especially renters.

- The next housing market group covers most of the northern areas of the partnership. Housing demand measures are softer here compared to other markets, since incomes here tend to be lower, and unemployment is relatively high. Supply measures indicate that the housing stock tends to be older and comprised mainly of single-family detached structures. Mobile homes are more common here than in other markets as well. A small percentage of the housing units here have been built after 2010, and a moderate percentage of its current residents moved into the area since 2018. Housing value tend to be lower in this category than in others as well, which tends to keep housing costs lower. Seasonal vacancies tend to take up a large percentage of all housing units in these regions, and "other" vacancies tend to be moderately high. Changes in housing costs between 2016 and 2021 tend to be stable or on a slight decline, while median housing values registered a small increase.

- Another housing market pattern exists in western and southeastern Ottawa County, and southwestern, southeastern and northeastern Kent County. Housing demand indicators for this group are very strong, led by incomes that are significantly higher, and unemployment rates significantly lower, than statewide averages. Median age tends to be higher in these areas, as does educational attainment. The housing supply in this group is dominated by owner-occupied, larger, single-family detached structures, with little diversity in offerings outside of a

slightly elevated presence of mobile homes. Housing values and costs for both owners and renters are high in these markets as well; however, higher incomes keep the overburden rate relatively low. Vacancies are a smaller portion of the total housing stock than in other places as well. The five-year trends show that market vacancies have increased in these areas, along with housing costs for both tenure types.

- The eighth market type includes two areas: southwestern Barry County and Lowell, in Kent County. Housing demand indicators are strong here, performing better than the Michigan average. The housing supply in these markets, while not new, is of relatively recent vintage and corresponds to the push towards the exurban fringe, distant from more-established population centers. Units here tend to be larger and more expensive than average. Housing costs for owners and renters are higher than statewide, but due to higher income levels, shelter overburdened households are less common here than in other market types. Housing vacancies are low as well, which likely maintains higher housing values and rents. The five-year trend indicates that these patterns could extend into the future, since market vacancies declined strongly and costs for non-mortgaged homeowners and renters increased significantly as well.

- Neighborhoods in Wyoming and Grandville make up the next housing market type. Housing demand indicators are mixed; household incomes are lower than the state average, but so is the unemployment rate. Commute times are also generally low. In terms of supply, this group's housing stock displays a level of diversity rare in Michigan; the percentage of homes within single-family detached structures is significantly lower than in other markets, and multifamily structures account for around a quarter of the total. Mobile homes are about twice as common here than in other markets. Homeownership rates in these markets are also low, and majority renter markets are not uncommon among them. The stock also tends to be small, and of moderate age. While home values and costs are lower than state averages, lower incomes tend to increase the overburden rates in these markets. The proportion of vacancies on the market is higher here than in other places, and increased during the last five years, unlike the situation in other Michigan markets. During that same period, housing costs for owners and renters were either stable or decreased slightly, as did home values.

- The East Grand Rapids and Forest Hills areas comprise another market pattern. Housing demand indicators are robust here, with high household incomes and low unemployment rates. Educational attainment is higher as well. As in many other market types, the housing stock here is primarily owner-occupied single-family detached homes. Homes tend to be larger than the statewide average as well. Housing costs are much higher in these markets, as are home values. However, higher incomes tend to keep the number of households experiencing overburden relatively low. The five-year trend in market vacancies shows that significantly more homes were on the market in 2021 than in 2017, but even this increase had little influence on housing costs, which rose strongly for both owners and renters during that time.

- The next housing market type encompasses neighborhoods in the central portion of the City of Grand Rapids. Housing demand indicators in these markets is relatively soft, with low household incomes; however, the unemployment rate is closer to the state average. Residents

of these markets tend to be younger, with higher levels of educational attainment. The housing supply displays great diversity; on average, single-family detached units account for less than a third of all homes here. Smaller units are common, and newer construction is more common here than the state in general. These markets tend to have a greater amount of resident turnover, as about a quarter of their households moved to their current residences within the last three years. Housing costs for mortgaged homeowners and renters are higher than state averages, and median home values are higher as well. This market type tends to have more homes available overall, and a low percentage of "other" vacancies. The five-year trend in vacancies shows that the number of homes for sale or lease has increased significantly in these areas. Costs for owners tended to decrease, while renters saw their shelter costs increase significantly. Home values were also up strongly, but less than the statewide average.

- The next market type includes the northwestern corner of Allegan County, including the Allegan portion of the city of Holland. Demand indicators are strong in these markets, as income levels and employment are high. Educational attainment is also very high, and workers residing in these areas have relatively average commutes. Housing supply variables point to a stock that is chiefly comprised of single-family detached dwellings, with a relatively strong presence of smaller-scale multifamily structures as well. Homes tend to be larger than average, and the homeownership rate is significantly higher than in Michigan generally. Housing costs for owners and renters are higher here than in other market types, even though rental vacancy rates are about double the state figure. Due to higher income levels, overburden is lower here than elsewhere. The five-year vacancy trend shows that market vacancies strongly increased between 2017 and 2021, as did housing costs for owners and renters. Home values also rose faster in these markets than the Michigan average.

- The last market type in the partnership is the south-central area of the City of Grand Rapids. Housing demand, as measured by income and employment, is soft in these areas. The housing stock in these markets is chiefly comprised of single-family detached units, with an above average presence of small-scale multifamily structures. Housing units tend to be older, with many units constructed before 1940 in most markets. Homeownership rates in these markets tends to be around 50%, which means renters make up a considerable share of households here. Median values and shelter costs for both owners and renters are lower than statewide figures, but due to low incomes overburden is a serious issue for a significant proportion of households. Market vacancies in this market type were higher than the state average in 2021, but the five-year trend shows a large percentage decrease in units for sale or lease. Despite this, shelter costs for owners with mortgages and renters decreased during this period, while homeowners without mortgages rose strongly.

- Given local market conditions, certain tools or practices can be more effective than others. This data review uses two sources to generate possible policies to investigate for use regionally. The first is a product of researchers at Brookings and the Aspen Institute, who used local trends in housing data to determine logical tools and practices that could be used to help solve housing issues. They derived a set of market types, and policy responses tailored to conditions within these groups. Their work is at https://www.brookings.edu/essay/introducing-the-housing-policy-matchmaker-a-diagnostic-tool-for-local-officials/. The other is derived from the National

Community of Practice on Local Housing Policy, which is a joint project of the Furman Center at New York University and Abt Associates. Their work was funded by the Ford Foundation, the John D. and Catherine T. MacArthur Foundation, the Kresge Foundation and the JPMorgan Chase Foundation. They have assembled a large list of tools that are keyed to what they term strong and soft markets, which are detailed at https://localhousingsolutions.org/housing-policy-framework/. Each tool entry is hyperlinked to its description on the Local Housing Solutions website. These policies are not presented as prescriptions to meet local goals, since conditions outside the scope of this analysis could impact their appropriateness. Instead, they are a way to start thinking about what might work given a general sense of local market context.

Wyoming-East

Population	Households	Median HH Income	Owner HH Income	Renter HH Income
56,416	19,863	$55,236	$64,968	$37,624

Housing Costs

Owner Units

Home Value	$117,517	**2016 Value**	$88,068
Cost M/NM	$1079/$406	**Value ▲**	33.4%

$39,172 **To afford median home**

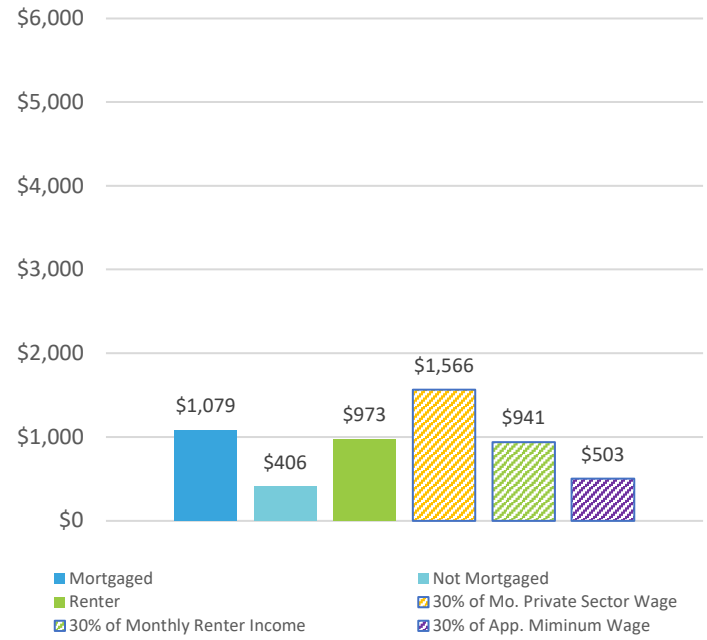
Renter Units

Gross Rent	$973	**2016 Rent**	$834
		Rent ▲	16.7%

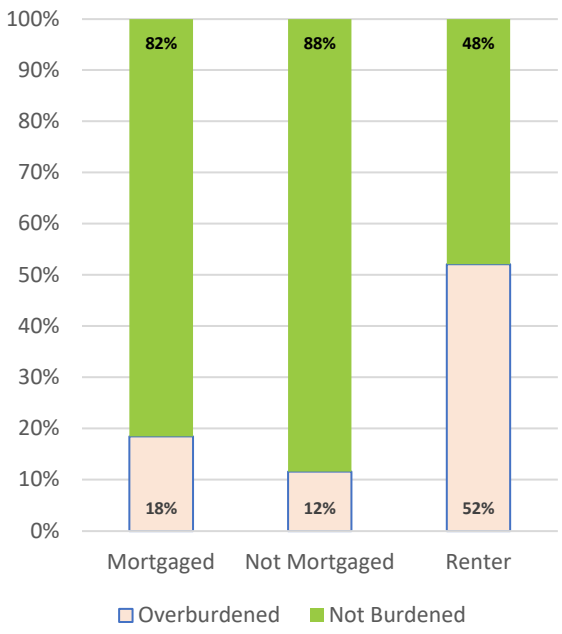
$38,920 **To afford median gross rent**

Affordability Gap

Monthly Costs: Owners and Renters



Cost-Burdened Households



Housing and Development Conditions

Housing Stock

Units	20,650	**Owner HH**	72%	**Renter HH**	28%		
Median Year Built	1962	**% Built Pre-1970**	64.8%				
Median Move Year	2012	**% Built After 2010**	3.1%				
Median Rooms	5.5	**SF%**	67.8%	**MM%**	11.5%	**MF%**	11.1%

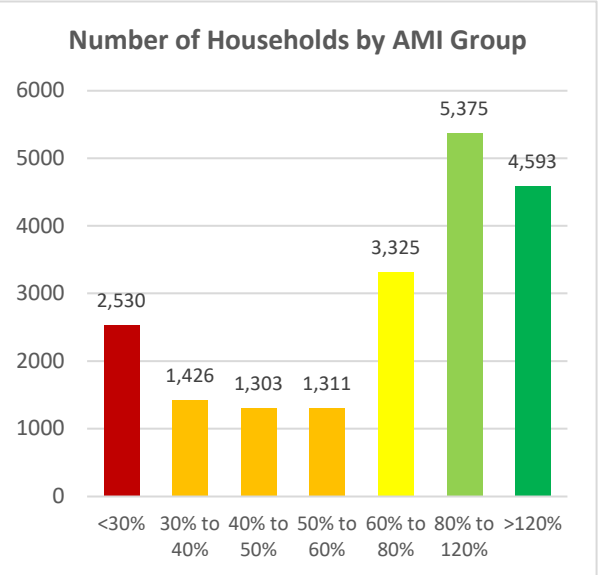
Vacancy Rates

Total	3.8%	**Owner**	0%	**Renter**	0%		
Seasonal	0.5%	**Other**	2.2%	**# V Rent**	87	**#V Owner**	34

Homeownership Rate by Race/Ethnicity

Black	38.5%	**White**	79.7%
Asian	70.6%	**Other or Multiracial**	60.1%
Am. Indian	52.3%	**Hispanic**	66.5%
Pacific Islnd	0.0%		

Number of Households by AMI Group



Wyoming-East

Housing Policy Indicators

Household Count and Growth	Market	Partnership
Household Change, 2016 to 2021	6.2%	5.3%
Household Count, 2021	19,863	607,624

	Market			Partnership		
Housing Affordability	**Number**	**%**	**% Change**	**Number**	**%**	**% Change**
Home value / partnership income	1.76	--	--	--	--	--
Median Income, 2021	$55,236	--	14.0%	$66,906	--	15.3%
Median owner income, 2021	$64,968	--	17.5%	$78,276	--	13.6%
Median renter income, 2021	$37,624	--	7.8%	$38,135	--	17.1%
Median home value	$117,517	--	33.4%	$186,510	--	26.3%
Median gross rent	$973	--	16.7%	$936	--	12.0%
Income needed for median rent	$38,920	--	--	$37,422	--	--
Income needed for median value	$39,172	--	--	$62,170	--	--
Overburdened households	5,185	26%	-6.6%	140,776	23.2%	-8.7%

	Market			Partnership		
Housing Quality and Vacancy	**Number**	**%**	**% Change**	**Number**	**%**	**% Change**
"Other" vacancy	454	2.2%	2.5%	17,331	2.6%	-13.8%
Seasonal vacancy	104	0.5%	73.3%	47,247	7.1%	-5.1%
For-Sale vacancy	34	0.2%	-49.3%	3,104	0.5%	-50.7%
For-Rent vacancy	87	0.4%	-78.5%	6,237	0.9%	-7.3%
Homes built pre-1940	2,657	12.9%	--	104,716	15.8%	--
Homes built post-1990	2,955	14.3%	--	235,045	35.4%	--

Other Market Indicators

Housing Policy Matchmaker Type*	**Low Cost and Growing**
Strength and Need Type**	**High Strength and High Need (Type I)**

Gap Analysis 2021

	Owner Units	Renter Units	Total Units
Market demand (estimated annual moves)	345	291	636
Market supply (vacant on market, adjusted for age)	25	37	62
5 year Market production goals (based on 75K units)	309	245	554
1 year Market production goals (based on 15K units)	62	49	111
5 year Partnership goals (based on 75K units)	7,025	6,566	13,591
1 year Partnership goals (based on 15K units)	1,405	1,313	2,718

Wyoming-East

Home Mortgage Disclosure Act Patterns, 2021

Total Apps	1,005	Total Amt/App	$179,020	% Approved	80.9%
Total Conventional Apps	704	Conventional Amt/App	$174,972	% Conv Apprved	81.8%
Total Assisted Apps	301	Assisted Amt/App	$188,488	% Asst Apprvd	78.7%
Applications by Race: White					
Total Apps	670	Total Amt/App	$177,746	% Positive	82.4%
Total Conventional Apps	496	Conventional Amt/App	$174,778	% Conv Positive	83.1%
Total Assisted Apps	174	Assisted Amt/App	$186,207	% Asst Positive	80.5%
Applications by Race: Black					
Total Apps	86	Total Amt/App	$181,744	% Positive	85%
Total Conventional Apps	45	Conventional Amt/App	$173,000	% Conv Positive	84.4%
Total Assisted Apps	41	Assisted Amt/App	$191,341	% Asst Positive	85.4%
Applications by Race: Asian					
Total Apps	15	Total Amt/App	$193,000	% Positive	80.0%
Total Conventional Apps	15	Conventional Amt/App	$193,000	% Conv Positive	80.0%
Total Assisted Apps	0	Assisted Amt/App	$0	% Asst Positive	NA
Applications by Race: Native American					
Total Apps	2	Total Amt/App	$190,000	% Positive	100.0%
Total Conventional Apps	2	Conventional Amt/App	$190,000	% Conv Positive	100.0%
Total Assisted Apps	0	Assisted Amt/App	$0	% Asst Positive	NA
Applications by Race: Hawaiian or Pacific Islander					
Total Apps	5	Total Amt/App	$155,000	% Positive	60.0%
Total Conventional Apps	4	Conventional Amt/App	$142,500	% Conv Positive	50.0%
Total Assisted Apps	1	Assisted Amt/App	$205,000	% Asst Positive	100.0%
Applications by Race: Race Not Available					
Total Apps	198	Total Amt/App	$180,909	% Positive	74.2%
Total Conventional Apps	119	Conventional Amt/App	$174,328	% Conv Positive	75.6%
Total Assisted Apps	79	Assisted Amt/App	$190,823	% Asst Positive	72.2%
Applications by Ethnicity: Hispanic					
Total Apps	200	Total Amt/App	$184,450	% Positive	80.5%
Total Conventional Apps	130	Conventional Amt/App	$176,538	% Conv Positive	77.7%
Total Assisted Apps	70	Assisted Amt/App	$199,143	% Asst Positive	85.7%

Market Conditions According to Household Growth and Housing Cost/Value

Strong Markets:
Allegan City
Allendale-North
Allendale-South
Big Rapids
Cedar Springs
Comstock Park
East Grand Rapids
Fennville
Forest Hills-North
Forest Hills-South
Grand Haven-Central
Grand Haven-Outer
Grand Rapids-Central
Grand Rapids-East
Grand Rapids-North
Grand Rapids-Northeast
Grand Rapids-South
Grand Rapids-South Central
Grand Rapids-Southeast
Hart
Hastings
Holland-Central-North
Holland-Central-South
Holland-Northwest
Holland-Southwest
Ionia
Jenison
Kentwood-Gerald Ford Airport
Lowell
Marion
Muskegon-Northeast
Muskegon-Northwest
Newaygo
Norton Shores
Rockford
Stanton
Walker-North
Wayland
Whitehall
Wolf Lake South-Ravenna
Wyoming-East
Wyoming-South
Yankee Springs Rec Area

Soft Markets:
Baldwin
Fremont
Grand Rapids-West
Greenville
Ludington
Muskegon
Reed City
Sparta Village
Wyoming-Grandville

Exhibit B-2: 2022 Housing Needs Assessment prepared by Bowen National Research for Grand Rapids Area Chamber of Commerce (Sections I, II, III, V, VI, VII)

Please follow the below links to access the referenced report due to the size of this file:

- HOUSINGNEXT Website for access to the file

Or at: https://www.housingnext.org/housing-needs-assessment

- 2022 Grand Rapids and Kent County Housing Needs Assessment Update

Or at: https://www.housingnext.org/_files/ugd/d93581_035b42c5c5d546b0b4ab57cea0e89010.pdf

HOUSING NEEDS ASSESSMENT

Grand Rapids/ Kent County, MI



BOWEN NATIONAL RESEARCH

2022

EXHIBIT C

Table 4 – Tax Increment Financing Estimates

Table 4a1 - Base Year Taxable Value/Initial Taxable Value (ITV) Information

Table 4a2 - Total Estimated Taxes Paid to All Taxing Jurisdictions on the Base Year Taxable Value/Initial Taxable Value (ITV)

Table 4b - Estimated Future Incremental Taxable Value (FTV) Information

Table 4c – Total Tax Capture (Ad Valorem and PILOT) and MSA Payments Impact on Taxing Jurisdictions (excludes any Base Year/ ITV)

Table 4c1 – Ad Valorem Impact of Tax Capture on Taxing Jurisdictions: Commercial Portion (All Years) & Multifamily Residential Apartment Units (1-Year Only then PILOT and MSA BP Years 2-30) (excludes any Base Year/ ITV)

Table 4c2 – PILOT Tax Capture Impact on Taxing Jurisdictions: Multi-Family Residential Apartment Units (PILOT BP Years 2-30 Capture 50% of PILOT Payment) (excludes any Base Year/ ITV)

Table 4c3 – MSA Capture: Multifamily Apartments (MSA BP Years 2-30 Capture 50% of MSA Payment)

Table 4d – Tax Increment Revenue Reimbursement Allocation Table

Table 4e – Total Taxes Paid (Ad Valorem and PILOT) and MSA Payments to All Taxing Jurisdictions on the Total Captured Value (excludes any Base Year/ ITV) During Brownfield Plan Tax Capture Period

Table 4e1 – Commercial and Multifamily Ad Valorem Taxes Paid to All Taxing Jurisdictions (excludes any Base Year/ ITV) During Brownfield Plan Tax Capture Period

Table 4e2 - PILOT Multifamily Taxes Paid to All Taxing Jurisdictions (excludes any Base Year/ ITV) During Brownfield Plan Tax Capture Period

Table 4e3 - MSA Paid: Multifamily Apartments (MSA BP Years 2-30)

Table 4f - Taxes Not Captured (50% PILOT) and MSA Payments (50%) because of Tax Sharing with Taxing Jurisdictions or because Tax Capture is Not Allowed by BRA (Debt levy) (excludes any Base Year/ ITV)

HōM Flats at 28 West Phase 3

1420 and 1440 28th St SW, and 1410 28 West Place SW, Wyoming, MI

Table 4a1 - Base Year/ Initial Taxable Value (ITV) Information [1]

Property Identification/ Eligible Property				Base Year/ Initial Taxable Value (ITV) of All Eligible Property in the Brownfield Plan						Estimated Total Taxes Paid on Base Year/ ITV	Notes
	Current Owner	Address	Tax Parcel Number	Land	Land Improvements	Building	**Real Property Subtotal**	Personal Property	**Total**	Real Property	**BASE YEAR = 2025**
	City of Wyoming	1410 28 Pl. SW	41-17-14-126-027	$ -	$ -	$ -	**$ -**	$ -	**$ -**	$ -	Tax Exempt/ City-owned Property for 2025
	Magnus	1420 28th St. SW	41-17-14-126-026	$ 459,849	$ -	$ -	**$ 459,849**	$ -	**$ 459,849**	$ 27,088	-
	City of Wyoming	1440 28th St. SW	41-17-14-126-025	$ -	$ -	$ -	**$ -**	$ -	**$ -**	$ -	Tax Exempt/ City-owned Property for 2025
			Totals	$ 459,849	$ -	$ -	**$ 459,849**	$ -	**$ 459,849**	**$ 27,088**	-

Total 2024 Summer and Winter Millages Paid = 58.9057

Notes:

1. Assuming only 1 parcel (41-17-14-126-026) in Phase 3 is purchased in 2024. Current 2024 Assessed and Taxable Value for Parcel 41-17-14-126-026 used in Base Taxable Value Calculation not the Sales Price. Base Taxable Value for Brownfield Plan if adopted in 2025.

Last revised: 12/22/2024

HōM Flats at 28 West Phase 3

1420 and 1440 28th St SW, and 1410 28 West Place SW, Wyoming, MI

Table 4a2 - Total Estimated Taxes Paid to All Taxing Jurisdictions on the Base Year Taxable Value/ Initial Taxable Value (ITV)

		Real Property		
		Buildings, Improvements to Land & Land		
	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS [1]	**Total Millage Rate Paid**	**Calendar/ Tax Year**	**2025**
-	**CITY OF WYOMING**	-	-	-
-	City Operating	4.6828		$ 2,153
-	205-Public Safety	1.1959		$ 550
-	207-Police	1.1937		$ 549
-	206-Fire	0.7161		$ 329
-	208-Parks & Recreation	1.4326		$ 659
-	211-Sidewalk FDN	0.1910		$ 88
-	213-First Response	1.4880		$ 684
-	228-Solid Waste	0.4000		$ 184
-	272-Library/Park Maintenance	0.3532		$ 162
-	401-Capital Improvement	1.4960		$ 688
-	*Subtotal of Local Government Unit (LGU): Annual*	*13.1493*		*$ 6,047*
-	**KENT COUNTY & REGIONAL**	-	-	-
-	Kent County Operating	4.0987		$ 1,885
-	County Jail	0.7487		$ 344
-	County Zoo/Museum	0.4173		$ 192
-	County Child Development	0.2390		$ 110
-	County Senior	0.4961		$ 228
-	County Veterans	0.0496		$ 23
-	Interurban Transportation	1.3950		$ 641
-	**LIBRARY**	-	-	-
-	District Library	1.1000		$ 506
-	**INTERMEDIATE SCHOOL DISTRICT (ISD)**	-	-	-
-	Kent ISD	5.4020		$ 2,484
-	**COMMUNITY COLLEGE**	-	-	-
-	Grand Rapids Community College	1.6951		$ 779
-	**LOCAL SCHOOL MILLAGES: excludes State School millages**	-	-	-
-	millage allowed for capture)	6.1149		$ 2,812
-	*Subtotal of Non-LGU Local: Annual*	*21.7564*		*$ 10,005*
-	**Total Local Tax Capture: Annual**	**34.9057**		**$ 16,051**
-	**STATE SCHOOL MILLAGES: excludes Local School millages**	**Total Millage Rate Paid**	-	-
-	State Education Tax - SET	6.0000		$ 2,759
-	Wyoming Local School Operating - LSO	18.0000		$ 8,277
-	**Total State & Local School: Annual**	**24.0000**		**$ 11,036**
-	**TOTAL LOCAL and STATE & LOCAL SCHOOL TAX CAPTURE: ANNUAL**	**58.9057**		**$ 27,088**
	Percentage of Local Millages Paid	59.26%		
	Percentage of State & Local School Millages Paid	40.74%		

Notes:

1 The most current available millage rates are utilized (Summer 2024 and Winter 2024).

Last revised: 12/22/2024

HöM Flats at 28 West Phase 3

1420 and 1440 28th St SW, and 1410 28 West Place SW, Wyoming, MI

Table 4b - Estimated Future Taxable Value (FTV) Information [1, 2]

		FIRST YEAR OF TAX CAPTURE																														
Tax Year =	Calendar/ Tax Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055
	FYE	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056
	BP Year Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Estimated Percentage (%) Change In Future Taxable Values (TV) of Building(s), Land Improvements & Land (excludes any Personal Property)		0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

Estimated Future Taxable Value (FTV) and True Cash Value (TCV) of Building(s), Land Improvements & Land	FTV (Rounded)	TCV (Rounded)	Notes	Tax Year = 2025 % Completed by 12/31/24	2026 % Completed by 12/31/25	2027 % Completed by 12/31/26	2028 % Completed by 12/31/27																											
Multi-Family Residential Apartments	$ 11,657,900	$ 23,315,800	Includes AV/FTV of Land	0.00%	38.00%	93.33%	100.00%	4,430,000	10,880,300	11,657,900	12,007,600	12,367,800	12,738,800	13,121,000	13,514,600	13,920,000	14,337,600	14,767,700	15,210,700	15,667,000	16,137,000	16,621,100	17,119,700	17,633,300	18,162,300	18,707,200	19,268,400	19,846,500	20,441,900	21,055,200	21,686,900	22,337,500	23,007,600	23,697,800	24,408,700	25,141,000	25,895,200
Subtotal	**$ 11,657,900**	**$ 23,315,800**	-	-	-	-	-	**4,430,000**	**10,880,300**	**11,657,900**	**12,007,600**	**12,367,800**	**12,738,800**	**13,121,000**	**13,514,600**	**13,920,000**	**14,337,600**	**14,767,700**	**15,210,700**	**15,667,000**	**16,137,000**	**16,621,100**	**17,119,700**	**17,633,300**	**18,162,300**	**18,707,200**	**19,268,400**	**19,846,500**	**20,441,900**	**21,055,200**	**21,686,900**	**22,337,500**	**23,007,600**	**23,697,800**	**24,408,700**	**25,141,000**	**25,895,200**
Commercial (Retail/Office)	$ 542,000	$ 1,083,900	Includes AV/FTV of Land	0.00%	38.00%	93.33%	100.00%	206,000	505,800	542,000	558,300	575,000	592,300	610,100	628,400	647,300	666,700	686,700	707,300	728,500	750,400	772,900	796,100	820,000	844,600	869,900	896,000	922,900	950,600	979,100	1,008,500	1,038,800	1,070,000	1,102,100	1,135,200	1,169,300	1,204,400
Subtotal	$ 542,000	$ 1,083,900	-	-	-	-	-	**$ 206,000**	**$ 505,800**	**$ 542,000**	**$ 558,300**	**$ 575,000**	**$ 592,300**	**$ 610,100**	**$ 628,400**	**$ 647,300**	**$ 666,700**	**$ 686,700**	**$ 707,300**	**$ 728,500**	**$ 750,400**	**$ 772,900**	**$ 796,100**	**$ 820,000**	**$ 844,600**	**$ 869,900**	**$ 896,000**	**$ 922,900**	**$ 950,600**	**$ 979,100**	**$ 1,008,500**	**$ 1,038,800**	**$ 1,070,000**	**$ 1,102,100**	**$ 1,135,200**	**$ 1,169,300**	**$ 1,204,400**
Total	**$ 12,199,900**	**$ 24,399,700**	-	-	-	-	-	**$ 4,636,000**	**$11,386,100**	**$ 12,199,900**	**$ 12,565,900**	**$ 12,942,800**	**$ 13,331,100**	**$ 13,731,100**	**$ 14,143,000**	**$ 14,567,300**	**$ 15,004,300**	**$ 15,454,400**	**$ 15,918,000**	**$ 16,395,500**	**$ 16,887,400**	**$17,394,000**	**$ 17,915,800**	**$ 18,453,300**	**$19,006,900**	**$ 19,577,100**	**$ 20,164,400**	**$ 20,769,400**	**$ 21,392,500**	**$ 22,034,300**	**$ 22,695,400**	**$ 23,376,300**	**$ 24,077,600**	**$ 24,799,900**	**$ 25,543,900**	**$ 26,310,300**	**$ 27,099,600**
Total Future Taxable Value (FTV) of Building(s) and Land Improvements, Land & Personal Property (if any)								4,636,000	11,386,100	12,199,900	12,565,900	12,942,800	13,331,100	13,731,100	14,143,000	14,567,300	15,004,300	15,454,400	15,918,000	16,395,500	16,887,400	17,394,000	17,915,800	18,453,300	19,006,900	19,577,100	20,164,400	20,769,400	21,392,500	22,034,300	22,695,400	23,376,300	24,077,600	24,799,900	25,543,900	26,310,300	27,099,600
Total Base Year/ Initial Taxable Value (ITV)								459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849	459,849
Total Captured Taxable Value (= to Total FTV of Building(s) and Land Improvements, Land & Personal Property (if any) minus Base Year/ ITV)								**$ 4,176,151**	**$10,926,251**	**$ 11,740,051**	**$ 12,106,051**	**$12,482,951**	**$12,871,251**	**$ 13,271,251**	**$ 13,683,151**	**$14,107,451**	**$14,544,451**	**$14,994,551**	**$15,458,151**	**$15,935,651**	**$16,427,551**	**$16,934,151**	**$17,455,951**	**$17,993,451**	**$18,547,051**	**$19,117,251**	**$19,704,551**	**$20,309,551**	**$20,932,651**	**$21,574,451**	**$22,235,551**	**$22,916,451**	**$ 23,617,751**	**$ 24,340,051**	**$ 25,084,051**	**$25,850,451**	**$26,639,751**

Notes:

1 All Future Taxable Values (FTV)/Future Assessed Values (FAV) are estimates only; the actual FTV/FAV may be higher or lower than estimated, and must be determined upon project completion by the governing body's Assessing personnel. FTV/FAV per square foot and/or per room/unit for both new construction and renovations may vary widely depending on the quality, quantity, type of improvements, and the property's location. Additionally, for any renovations (if applicable), the FTV/FAV depends on whether improvements are assessed as "new improvements" or just "replacement/repair," as determined by Assessing personnel. Until improvements are completed and assessed, it is only possible to estimate the FTV/FAV based on various assumptions.

2 The Brownfield Plan will also capture all Personal Property taxes allowed for tax capture. The estimates of the Future Assessed Value (FAV) of Personal Property, if any are provided, and any associated Tax Increment Revenues, are estimates only, and the actual values of Personal Property and any associated property taxes generated are difficult to estimate due to the following: (a) uncertainty regarding the amount, value and type of Personal Property to be included in the project; (b) different depreciation rates applying to the various categories of Personal Property, such as Furniture and Fixtures, Office and Electronic Equipment, Machinery and Equipment, and Computer Equipment; and (c) Personal Property being exempt from taxes if its True Cash Value (after depreciation) is less than $180,000 and the proper forms are submitted to the local unit of government (pursuant to Michigan Public Act 153 of 2013, as amended). The estimated Assessed/Taxable Value of any existing Personal Property is included in the Plan's Base Year/Initial Taxable Value.

HōM Flats at 28 West Phase 3

1420 and 1440 28th St SW, and 1410 28 West Place SW, Wyoming, MI

Table 4c - Total Tax Capture (Ad Valorem and PILOT) and MSA Payments
Impact on Taxing Jurisdictions (excludes any Base Year/ ITV)

	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS [1]	Calendar/ Tax Year	Ad Valorem Taxes on Commercial and Multifamily Portions	Ad Valorem Taxes Only on Commercial Portion; PILOT on Multifamily Portion, and; MSA Payment on Multifamily Portion																													Total
		BP Year Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
-	**CITY OF WYOMING**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	City Operating		19,556	465	1,240	1,648	1,750	1,854	1,962	2,072	2,186	2,303	2,422	2,546	2,672	2,802	2,936	3,073	3,215	3,360	3,509	3,662	3,820	3,982	4,148	4,320	4,496	4,677	4,863	5,054	5,251	5,453	**$ 111,296**
-	205-Public Safety		4,994	119	317	421	447	474	501	529	558	588	619	650	682	716	750	785	821	858	896	935	976	1,017	1,059	1,103	1,148	1,194	1,242	1,291	1,341	1,393	**$ 28,423**
-	207-Police		4,985	118	316	420	446	473	500	528	557	587	618	649	681	714	748	783	819	856	894	934	974	1,015	1,057	1,101	1,146	1,192	1,240	1,288	1,338	1,390	**$ 28,371**
-	206-Fire		2,991	71	190	252	268	284	300	317	334	352	370	389	409	429	449	470	492	514	537	560	584	609	634	661	688	715	744	773	803	834	**$ 17,020**
-	208-Parks & Recreation		5,983	142	379	504	535	567	600	634	669	704	741	779	817	857	898	940	983	1,028	1,073	1,120	1,169	1,218	1,269	1,322	1,375	1,431	1,488	1,546	1,606	1,668	**$ 34,049**
-	211-Sidewalk FDN		798	19	51	67	71	76	80	85	89	94	99	104	109	114	120	125	131	137	143	149	156	162	169	176	183	191	198	206	214	222	**$ 4,540**
-	213-First Response		6,214	148	394	524	556	589	623	659	695	732	770	809	849	890	933	977	1,022	1,068	1,115	1,164	1,214	1,265	1,318	1,373	1,429	1,486	1,545	1,606	1,668	1,733	**$ 35,365**
-	228-Solid Waste		1,670	40	106	141	149	158	168	177	187	197	207	217	228	239	251	263	275	287	300	313	326	340	354	369	384	399	415	432	449	466	**$ 9,507**
-	272-Library/Park Maintenance		1,475	35	94	124	132	140	148	156	165	174	183	192	202	211	221	232	242	253	265	276	288	300	313	326	339	353	367	381	396	411	**$ 8,395**
-	401-Capital Improvement		6,248	148	396	526	559	592	627	662	698	736	774	813	854	895	938	982	1,027	1,073	1,121	1,170	1,220	1,272	1,325	1,380	1,436	1,494	1,554	1,615	1,677	1,742	**$ 35,556**
-	**CITY OF WYOMING**		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	MSA Payment to City of Wyoming		-	7,006	24,003	33,322	33,977	34,644	35,325	36,019	36,726	37,447	38,182	38,931	39,695	40,474	41,267	42,076	42,901	43,742	44,599	45,473	46,364	47,272	48,197	49,141	50,103	51,083	52,082	53,101	54,139	55,197	**$ 1,202,490**
-	*Subtotal of Local Government Unit (LGU): Annual*		*$ 54,913*	*$ 8,311*	*$ 27,485*	*$ 37,950*	*$ 38,890*	*$ 39,851*	*$ 40,834*	*$ 41,838*	*$ 42,864*	*$ 43,912*	*$ 44,984*	*$ 46,079*	*$ 47,198*	*$ 48,343*	*$ 49,512*	*$ 50,707*	*$ 51,928*	*$ 53,177*	*$ 54,452*	*$ 55,757*	*$ 57,090*	*$ 58,453*	*$ 59,846*	*$ 61,271*	*$ 62,727*	*$ 64,216*	*$ 65,737*	*$ 67,293*	*$ 68,883*	*$ 70,509*	**$ 1,515,010**
-	*Local Government Unit (LGU): Cumulative*		*$ 54,913*	*$ 63,225*	*$ 90,709*	*$ 128,659*	*$ 167,548*	*$ 207,400*	*$ 248,234*	*$ 290,071*	*$ 332,936*	*$ 376,848*	*$ 421,832*	*$ 467,911*	*$ 515,109*	*$ 563,451*	*$ 612,963*	*$ 663,670*	*$ 715,598*	*$ 768,775*	*$ 823,227*	*$ 878,984*	*$ 936,075*	*$ 994,528*	*$ 1,054,374*	*$ 1,115,645*	*$ 1,178,372*	*$ 1,242,588*	*$ 1,308,325*	*$ 1,375,618*	*$ 1,444,501*	*$ 1,515,010*	-
-	**KENT COUNTY & REGIONAL**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Kent County Operating		17,117	407	1,085	1,442	1,531	1,623	1,717	1,814	1,913	2,015	2,120	2,228	2,339	2,453	2,570	2,690	2,814	2,941	3,071	3,205	3,343	3,485	3,631	3,781	3,935	4,094	4,256	4,424	4,596	4,773	**$ 97,414**
-	County Jail		3,127	74	198	263	280	296	314	331	350	368	387	407	427	448	469	491	514	537	561	586	611	637	663	691	719	748	777	808	840	872	**$ 17,794**
-	County Zoo/Museum		1,743	41	110	147	156	165	175	185	195	205	216	227	238	250	262	274	286	299	313	326	340	355	370	385	401	417	433	450	468	486	**$ 9,918**
-	County Child Development		998	24	63	84	89	95	100	106	112	118	124	130	136	143	150	157	164	171	179	187	195	203	212	220	229	239	248	258	268	278	**$ 5,680**
-	County Senior		2,072	49	131	175	185	196	208	220	232	244	257	270	283	297	311	326	341	356	372	388	405	422	439	458	476	495	515	535	556	578	**$ 11,791**
-	County Veterans		207	5	13	17	19	20	21	22	23	24	26	27	28	30	31	33	34	36	37	39	40	42	44	46	48	50	52	54	56	58	**$ 1,179**
-	Interurban Transportation		5,826	138	369	491	521	552	584	617	651	686	722	758	796	835	875	916	958	1,001	1,045	1,091	1,138	1,186	1,236	1,287	1,339	1,393	1,449	1,506	1,564	1,624	**$ 33,155**
-	**LIBRARY**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	District Library	-	4,594	109	291	387	411	436	461	487	514	541	569	598	628	658	690	722	755	789	824	860	897	935	974	1,015	1,056	1,099	1,142	1,187	1,233	1,281	**$ 26,144**
-	**INTERMEDIATE SCHOOL DISTRICT (ISD)**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Kent ISD		22,560	536	1,430	1,901	2,018	2,139	2,263	2,391	2,522	2,656	2,794	2,937	3,082	3,233	3,387	3,545	3,708	3,876	4,048	4,225	4,407	4,594	4,786	4,983	5,186	5,395	5,610	5,830	6,057	6,290	**$ 128,390**
-	**COMMUNITY COLLEGE**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Grand Rapids Community College		7,079	168	449	597	633	671	710	750	791	833	877	921	967	1,014	1,063	1,113	1,164	1,216	1,270	1,326	1,383	1,441	1,502	1,564	1,627	1,693	1,760	1,830	1,901	1,974	**$ 40,288**
-	**LOCAL SCHOOL MILLAGES: excludes State School millages**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Wyoming School Debt (Only under PILOT is this millage allowed for capture)		-	326	1,117	1,550	1,580	1,612	1,643	1,675	1,708	1,742	1,776	1,811	1,846	1,883	1,920	1,957	1,996	2,035	2,075	2,115	2,157	2,199	2,242	2,286	2,331	2,376	2,423	2,470	2,518	2,568	**$ 55,935**
-	*Subtotal of Non-LGU Local: Annual*		*$ 65,321*	*$ 1,878*	*$ 5,258*	*$ 7,055*	*$ 7,424*	*$ 7,805*	*$ 8,196*	*$ 8,598*	*$ 9,010*	*$ 9,433*	*$ 9,867*	*$ 10,314*	*$ 10,772*	*$ 11,243*	*$ 11,726*	*$ 12,223*	*$ 12,734*	*$ 13,257*	*$ 13,795*	*$ 14,348*	*$ 14,916*	*$ 15,500*	*$ 16,099*	*$ 16,715*	*$ 17,348*	*$ 17,998*	*$ 18,665*	*$ 19,352*	*$ 20,057*	*$ 20,781*	**$ 427,688**
-	*Non-LGU Local: Cumulative*		*$ 65,321*	*$ 67,200*	*$ 72,457*	*$ 79,512*	*$ 86,936*	*$ 94,742*	*$ 102,938*	*$ 111,536*	*$ 120,546*	*$ 129,979*	*$ 139,846*	*$ 150,160*	*$ 160,931*	*$ 172,174*	*$ 183,901*	*$ 196,124*	*$ 208,857*	*$ 222,115*	*$ 235,910*	*$ 250,258*	*$ 265,174*	*$ 280,674*	*$ 296,772*	*$ 313,487*	*$ 330,835*	*$ 348,832*	*$ 367,498*	*$ 386,850*	*$ 406,907*	*$ 427,688*	-
-	**Total Local Capture: Annual**		**$ 120,235**	**$ 10,189**	**$ 32,742**	**$ 45,004**	**$ 46,314**	**$ 47,657**	**$ 49,030**	**$ 50,435**	**$ 51,874**	**$ 53,345**	**$ 54,851**	**$ 56,393**	**$ 57,970**	**$ 59,586**	**$ 61,238**	**$ 62,930**	**$ 64,662**	**$ 66,434**	**$ 68,248**	**$ 70,105**	**$ 72,006**	**$ 73,953**	**$ 75,945**	**$ 77,985**	**$ 80,075**	**$ 82,214**	**$ 84,402**	**$ 86,645**	**$ 88,940**	**$ 91,290**	**$ 1,942,698**
-	***Total Local Capture: Cumulative***		***$ 120,235***	***$ 130,424***	***$ 163,166***	***$ 208,171***	***$ 254,485***	***$ 302,141***	***$ 351,172***	***$ 401,607***	***$ 453,481***	***$ 506,827***	***$ 561,678***	***$ 618,071***	***$ 676,040***	***$ 735,626***	***$ 796,864***	***$ 859,794***	***$ 924,456***	***$ 990,890***	***$ 1,059,137***	***$ 1,129,242***	***$ 1,201,249***	***$ 1,275,202***	***$ 1,351,147***	***$ 1,429,132***	***$ 1,509,207***	***$ 1,591,420***	***$ 1,675,823***	***$ 1,762,467***	***$ 1,851,408***	***$ 1,942,698***	-
-	**STATE SCHOOL MILLAGES: excludes Local School millages**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	State Education Tax - SET		25,057	595	1,588	2,112	2,242	2,376	2,514	2,655	2,801	2,950	3,104	3,262	3,424	3,591	3,762	3,938	4,119	4,305	4,496	4,692	4,894	5,102	5,315	5,535	5,760	5,992	6,231	6,476	6,728	6,987	**$ 142,602**
-	Wyoming Local School Operating - LSO		75,171	1,786	4,765	6,335	6,725	7,128	7,541	7,966	8,403	8,851	9,311	9,785	10,271	10,772	11,285	11,814	12,357	12,915	13,488	14,077	14,683	15,306	15,946	16,604	17,281	17,977	18,692	19,427	20,183	20,960	**$ 427,807**
-	**Total State & Local School: Annual**		**$ 100,228**	**$ 2,382**	**$ 6,354**	**$ 8,446**	**$ 8,967**	**$ 9,504**	**$ 10,055**	**$ 10,621**	**$ 11,204**	**$ 11,801**	**$ 12,415**	**$ 13,046**	**$ 13,695**	**$ 14,362**	**$ 15,047**	**$ 15,752**	**$ 16,476**	**$ 17,220**	**$ 17,984**	**$ 18,770**	**$ 19,578**	**$ 20,408**	**$ 21,261**	**$ 22,139**	**$ 23,042**	**$ 23,970**	**$ 24,923**	**$ 25,903**	**$ 26,911**	**$ 27,947**	**$ 570,410**
-	***Total State & Local School: Cumulative***		***$ 100,228***	***$ 102,610***	***$ 108,963***	***$ 117,410***	***$ 126,376***	***$ 135,880***	***$ 145,935***	***$ 156,557***	***$ 167,760***	***$ 179,561***	***$ 191,977***	***$ 205,023***	***$ 218,718***	***$ 233,080***	***$ 248,127***	***$ 263,879***	***$ 280,355***	***$ 297,575***	***$ 315,559***	***$ 334,328***	***$ 353,906***	***$ 374,315***	***$ 395,576***	***$ 417,715***	***$ 440,757***	***$ 464,727***	***$ 489,649***	***$ 515,552***	***$ 542,463***	***$ 570,410***	-
-	**TOTAL LOCAL and STATE & LOCAL SCHOOL CAPTURE: ANNUAL**		**$ 220,462**	**$ 12,571**	**$ 39,096**	**$ 53,451**	**$ 55,281**	**$ 57,161**	**$ 59,086**	**$ 61,056**	**$ 63,078**	**$ 65,146**	**$ 67,267**	**$ 69,439**	**$ 71,664**	**$ 73,948**	**$ 76,285**	**$ 78,682**	**$ 81,138**	**$ 83,654**	**$ 86,231**	**$ 88,874**	**$ 91,584**	**$ 94,361**	**$ 97,206**	**$ 100,125**	**$ 103,117**	**$ 106,183**	**$ 109,325**	**$ 112,547**	**$ 115,851**	**$ 119,237**	**$ 2,513,108**
-	***TOTAL LOCAL and STATE & LOCAL SCHOOL CAPTURE: CUMULATIVE***		***$ 220,462***	***$ 233,034***	***$ 272,130***	***$ 325,580***	***$ 380,861***	***$ 438,022***	***$ 497,107***	***$ 558,163***	***$ 621,242***	***$ 686,388***	***$ 753,655***	***$ 823,094***	***$ 894,758***	***$ 968,706***	***$ 1,044,991***	***$ 1,123,673***	***$ 1,204,811***	***$ 1,288,465***	***$ 1,374,696***	***$ 1,463,570***	***$ 1,555,155***	***$ 1,649,516***	***$ 1,746,722***	***$ 1,846,847***	***$ 1,949,964***	***$ 2,056,147***	***$ 2,165,472***	***$ 2,278,020***	***$ 2,393,871***	***$ 2,513,108***	-
	Proportionality Local		*54.54%*	*81.05%*	*83.75%*	*84.20%*	*83.78%*	*83.37%*	*82.98%*	*82.60%*	*82.24%*	*81.89%*	*81.54%*	*81.21%*	*80.89%*	*80.58%*	*80.27%*	*79.98%*	*79.69%*	*79.42%*	*79.14%*	*78.88%*	*78.62%*	*78.37%*	*78.13%*	*77.89%*	*77.65%*	*77.43%*	*77.20%*	*76.98%*	*76.77%*	*76.56%*	***79.25%***
	Proportionality State		*45.46%*	*18.95%*	*16.25%*	*15.80%*	*16.22%*	*16.63%*	*17.02%*	*17.40%*	*17.76%*	*18.11%*	*18.46%*	*18.79%*	*19.11%*	*19.42%*	*19.73%*	*20.02%*	*20.31%*	*20.58%*	*20.86%*	*21.12%*	*21.38%*	*21.63%*	*21.87%*	*22.11%*	*22.35%*	*22.57%*	*22.80%*	*23.02%*	*23.23%*	*23.44%*	***20.75%***

Notes:

1 The most current available millage rates are utilized (Summer 2024 & Winter 2024) and are assumed to be in effect for the duration of the Plan. Actual rates are subject to change and may be higher or lower, and may include the elimination of existing millages and/or the addition of new millages.

HōM Flats at 28 West Phase 3

1420 and 1440 28th St SW, and 1410 28 West Place SW, Wyoming, MI

Table 4c1 - Ad Valorem Impact of Tax Capture on Taxing Jurisdictions: Commercial Portion (All Years) & Multifamily Residential Apartment Units (1-Year Only then PILOT and MSA BP Years 2-30) (excludes any Base Year/ ITV)

	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS [1]	Real Property – Commercial (Retail/Office) – Buildings, Improvements to Land & Land – BP Years 1-End: Total Millage Rate Paid	Millages Not Allowed for Capture	Millage Rate Allowed for Capture	% of Local/ Regional Millages Captured	% of All Millages Captured	Real Property – Multifamily Residential Apartment Units – Buildings, Improvements to Land & Land – BP Years 1: Total Millage Rate Paid	Millages Not Allowed for Capture	Millage Rate Allowed for Capture	% of Local/ Regional Millages Captured	% of All Millages Captured	All Property – BP Years 1-30: Percent (%) of Millage Rate Allowed for Capture by BRA		Ad Valorem Taxes on Commercial and Multifamily Portions
	Calendar/ Tax Year													2026
	BP Year Number													1
-	**CITY OF WYOMING**	-	-	-	-	-	-	-	-	-	-	-	-	-
-	City Operating	4.6828	0.0000	4.6828	16.26%	8.87%	4.6828	0.0000	4.6828	16.26%	8.87%	100%	-	19,556
-	205-Public Safety	1.1959	0.0000	1.1959	4.15%	2.27%	1.1959	0.0000	1.1959	4.15%	2.27%	100%	-	4,994
-	207-Police	1.1937	0.0000	1.1937	4.15%	2.26%	1.1937	0.0000	1.1937	4.15%	2.26%	100%	-	4,985
-	206-Fire	0.7161	0.0000	0.7161	2.49%	1.36%	0.7161	0.0000	0.7161	2.49%	1.36%	100%	-	2,991
-	208-Parks & Recreation	1.4326	0.0000	1.4326	4.98%	2.71%	1.4326	0.0000	1.4326	4.98%	2.71%	100%	-	5,983
-	211-Sidewalk FDN	0.1910	0.0000	0.1910	0.66%	0.36%	0.1910	0.0000	0.1910	0.66%	0.36%	100%	-	798
-	213-First Response	1.4880	0.0000	1.4880	5.17%	2.82%	1.4880	0.0000	1.4880	5.17%	2.82%	100%	-	6,214
-	228-Solid Waste	0.4000	0.0000	0.4000	1.39%	0.76%	0.4000	0.0000	0.4000	1.39%	0.76%	100%	-	1,670
-	272-Library/Park Maintenance	0.3532	0.0000	0.3532	1.23%	0.67%	0.3532	0.0000	0.3532	1.23%	0.67%	100%	-	1,475
-	401-Capital Improvement	1.4960	0.0000	1.4960	5.20%	2.83%	1.4960	0.0000	1.4960	5.20%	2.83%	100%	-	6,248
-	*Subtotal of Local Government Unit (LGU): Annual*	***13.1493***	***0.0000***	***13.1493***	***45.67%***	***24.91%***	***13.1493***	***0.0000***	***13.1493***	***45.67%***	***24.91%***	-	-	*$ 54,913*
-	*Local Government Unit (LGU): Cumulative*													*$ 54,913*
-	**KENT COUNTY & REGIONAL**	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Kent County Operating	4.0987	0.0000	4.0987	14.24%	7.76%	4.0987	0.0000	4.0987	14.24%	7.76%	100%	-	17,117
-	County Jail	0.7487	0.0000	0.7487	2.60%	1.42%	0.7487	0.0000	0.7487	2.60%	1.42%	100%	-	3,127
-	County Zoo/Museum	0.4173	0.0000	0.4173	1.45%	0.79%	0.4173	0.0000	0.4173	1.45%	0.79%	100%	-	1,743
-	County Child Development	0.2390	0.0000	0.2390	0.83%	0.45%	0.2390	0.0000	0.2390	0.83%	0.45%	100%	-	998
-	County Senior	0.4961	0.0000	0.4961	1.72%	0.94%	0.4961	0.0000	0.4961	1.72%	0.94%	100%	-	2,072
-	County Veterans	0.0496	0.0000	0.0496	0.17%	0.09%	0.0496	0.0000	0.0496	0.17%	0.09%	100%	-	207
-	Interurban Transportation	1.3950	0.0000	1.3950	4.85%	2.64%	1.3950	0.0000	1.3950	4.85%	2.64%	100%	-	5,826
-	**LIBRARY**	-	-	-	-	-	-	-	-	-	-	-	-	-
-	District Library	1.1000	0.0000	1.1000	3.82%	2.08%	1.1000	0.0000	1.1000	3.82%	2.08%	100%	-	4,594
-	**INTERMEDIATE SCHOOL DISTRICT (ISD)**	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Kent ISD	5.4020	0.0000	5.4020	18.76%	10.23%	5.4020	0.0000	5.4020	18.76%	10.23%	100%	-	22,560
-	**COMMUNITY COLLEGE**	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Grand Rapids Community College	1.6951	0.0000	1.6951	5.89%	3.21%	1.6951	0.0000	1.6951	5.89%	3.21%	100%	-	7,079
-	**LOCAL SCHOOL MILLAGES: excludes State School millages**	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Wyoming School Debt	6.1149	**6.1149**	0.0000	0.00%	0.00%	6.1149	**6.1149**	0.0000	0.00%	0.00%	**0%**	-	-
-	*Subtotal of Non-LGU Local: Annual*	***21.7564***	***6.1149***	***15.6415***	***54.33%***	***29.63%***	*21.7564*	***6.1149***	*15.6415*	*54.33%*	*29.63%*	-	-	*$ 65,321*
-	*Non-LGU Local: Cumulative*													*$ 65,321*
-	**Total Local Tax Capture: Annual**	**34.9057**	**6.1149**	**28.7908**	**100.00%**	**54.54%**	**34.9057**	**6.1149**	**28.7908**	**100.00%**	**54.54%**	-	-	**$ 120,235**
-	***Total Local Tax Capture: Cumulative***													***$ 120,235***
-	**STATE SCHOOL MILLAGES: excludes Local School millages**	Total Millage Rate Paid	Millages Not Allowed for Capture	Millage Rate Allowed for Capture	% of State School Millages Captured	% of All Millages Captured	Total Millage Rate Paid	Millages Not Allowed for Capture	Millage Rate Allowed for Capture	% of State School Millages Captured	% of All Millages Captured	Percent (%) of Millage Rate Allowed for Capture by BRA	-	-
-	State Education Tax - SET	6.0000	0.0000	6.0000	25.00%	11.37%	6.0000	0.0000	6.0000	25.00%	11.37%	100%	-	25,057
-	Wyoming Local School Operating - LSL	18.0000	0.0000	18.0000	75.00%	34.10%	18.0000	0.0000	18.0000	75.00%	34.10%	100%	-	75,171
-	**Total State & Local School: Annual**	**24.0000**	**0.0000**	**24.0000**	**100.00%**	**45.46%**	**24.0000**	**0.0000**	**24.0000**	**100.00%**	**45.46%**	-	-	**100,228**
-	***Total State & Local School: Cumulative***													***100,228***
-	**TOTAL LOCAL and STATE & LOCAL SCHOOL TAX CAPTURE: ANNUAL**	**58.9057**	**6.1149**	**52.7908**	**-**	**100.00%**	**58.9057**	**6.1149**	**52.7908**	**-**	**100.00%**	-	-	**$ 220,462**
-	***TOTAL LOCAL and STATE & LOCAL SCHOOL TAX CAPTURE: CUMULATIVE***													***$ 220,462***
	Percentage of Local Millages/ Taxes Available & Captured	59.26%	-	54.54%	-	-	59.26%	-	54.54%	-	-			*54.54%*
	Percentage of State & Local School Millages/ Taxes Available & Captured	40.74%	-	45.46%	-	-	40.74%	-	45.46%	-	-			*45.46%*

	Ad Valorem Taxes Only on Commercial Portion																																			
Calendar/ Tax Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	Total Tax Capture
BP Year Number	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	215	385	461	539	620	704	789	878	969	1,062	1,159	1,258	1,361	1,466	1,575	1,687	1,802	1,920	2,042	2,168	2,298	2,432	2,569	2,711	2,857	3,008	3,163	3,322	3,487	$ 68,461
-	55	98	118	138	158	180	202	224	247	271	296	321	347	374	402	431	460	490	522	554	587	621	656	692	730	768	808	848	890	$ 17,484
-	55	98	118	137	158	179	201	224	247	271	295	321	347	374	401	430	459	489	521	553	586	620	655	691	728	767	806	847	889	$ 17,452
-	33	59	71	82	95	108	121	134	148	162	177	192	208	224	241	258	276	294	312	332	351	372	393	415	437	460	484	508	533	$ 10,469
-	66	118	141	165	190	215	241	269	296	325	354	385	416	448	482	516	551	587	625	663	703	744	786	829	874	920	968	1,016	1,067	$ 20,944
-	9	16	19	22	25	29	32	36	40	43	47	51	55	60	64	69	73	78	83	88	94	99	105	111	117	123	129	136	142	$ 2,792
-	68	122	146	171	197	224	251	279	308	338	368	400	432	466	500	536	573	610	649	689	730	773	816	861	908	956	1,005	1,056	1,108	$ 21,754
-	18	33	39	46	53	60	67	75	83	91	99	107	116	125	135	144	154	164	174	185	196	208	219	232	244	257	270	284	298	$ 5,848
-	16	29	35	41	47	53	60	66	73	80	87	95	103	111	119	127	136	145	154	164	173	183	194	204	216	227	239	251	263	$ 5,164
-	69	123	147	172	198	225	252	280	309	339	370	402	435	468	503	539	576	613	652	693	734	777	821	866	913	961	1,010	1,061	1,114	$ 21,871
-	*$ 604*	*$ 1,080*	*$ 1,295*	*$ 1,514*	*$ 1,742*	*$ 1,976*	*$ 2,216*	*$ 2,465*	*$ 2,720*	*$ 2,983*	*$ 3,254*	*$ 3,533*	*$ 3,821*	*$ 4,116*	*$ 4,421*	*$ 4,736*	*$ 5,059*	*$ 5,392*	*$ 5,735*	*$ 6,089*	*$ 6,453*	*$ 6,828*	*$ 7,214*	*$ 7,613*	*$ 8,023*	*$ 8,445*	*$ 8,880*	*$ 9,329*	*$ 9,790*	$ 192,239
-	*$ 55,518*	*$ 56,598*	*$ 57,892*	*$ 59,407*	*$ 61,148*	*$ 63,124*	*$ 65,340*	*$ 67,805*	*$ 70,525*	*$ 73,508*	*$ 76,762*	*$ 80,294*	*$ 84,115*	*$ 88,231*	*$ 92,653*	*$ 97,389*	*$ 102,448*	*$ 107,840*	*$ 113,575*	*$ 119,664*	*$ 126,117*	*$ 132,944*	*$ 140,159*	*$ 147,772*	*$ 155,795*	*$ 164,240*	*$ 173,120*	*$ 182,449*	*$ 192,239*	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	188	337	404	472	543	616	691	768	848	930	1,014	1,101	1,191	1,283	1,378	1,476	1,577	1,681	1,788	1,898	2,011	2,128	2,249	2,373	2,501	2,632	2,768	2,908	3,052	$ 59,922
-	34	62	74	86	99	112	126	140	155	170	185	201	218	234	252	270	288	307	327	347	367	389	411	433	457	481	506	531	557	$ 10,946
-	19	34	41	48	55	63	70	78	86	95	103	112	121	131	140	150	161	171	182	193	205	217	229	242	255	268	282	296	311	$ 6,101
-	11	20	24	28	32	36	40	45	49	54	59	64	69	75	80	86	92	98	104	111	117	124	131	138	146	153	161	170	178	$ 3,494
-	23	41	49	57	66	75	84	93	103	113	123	133	144	155	167	179	191	203	216	230	243	258	272	287	303	319	335	352	369	$ 7,253
-	2	4	5	6	7	7	8	9	10	11	12	13	14	16	17	18	19	20	22	23	24	26	27	29	30	32	33	35	37	$ 725
-	64	115	137	161	185	210	235	261	289	316	345	375	405	437	469	502	537	572	608	646	685	724	765	808	851	896	942	990	1,039	$ 20,395
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	51	90	108	127	146	165	185	206	228	250	272	296	320	344	370	396	423	451	480	509	540	571	604	637	671	706	743	780	819	$ 16,082
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	248	444	532	622	716	812	911	1,013	1,117	1,225	1,337	1,451	1,570	1,691	1,816	1,946	2,078	2,215	2,356	2,501	2,651	2,805	2,964	3,127	3,296	3,469	3,648	3,832	4,022	$ 78,976
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	78	139	167	195	225	255	286	318	351	385	419	455	493	531	570	610	652	695	739	785	832	880	930	981	1,034	1,089	1,145	1,203	1,262	$ 24,782
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
-	*$ 719*	*$ 1,285*	*$ 1,540*	*$ 1,801*	*$ 2,072*	*$ 2,350*	*$ 2,636*	*$ 2,932*	*$ 3,235*	*$ 3,548*	*$ 3,871*	*$ 4,202*	*$ 4,545*	*$ 4,897*	*$ 5,259*	*$ 5,633*	*$ 6,018*	*$ 6,414*	*$ 6,822*	*$ 7,243*	*$ 7,676*	*$ 8,122*	*$ 8,582*	*$ 9,056*	*$ 9,544*	*$ 10,046*	*$ 10,564*	*$ 11,097*	*$ 11,646*	$ 228,675
-	*$ 66,040*	*$ 67,325*	*$ 68,865*	*$ 70,666*	*$ 72,738*	*$ 75,088*	*$ 77,724*	*$ 80,656*	*$ 83,892*	*$ 87,440*	*$ 91,311*	*$ 95,513*	*$ 100,057*	*$ 104,954*	*$ 110,213*	*$ 115,847*	*$ 121,865*	*$ 128,279*	*$ 135,101*	*$ 142,343*	*$ 150,020*	*$ 158,141*	*$ 166,723*	*$ 175,779*	*$ 185,322*	*$ 195,368*	*$ 205,932*	*$ 217,029*	*$ 228,675*	-
-	**$ 1,323**	**$ 2,365**	**$ 2,834**	**$ 3,315**	**$ 3,813**	**$ 4,326**	**$ 4,853**	**$ 5,397**	**$ 5,955**	**$ 6,531**	**$ 7,124**	**$ 7,735**	**$ 8,365**	**$ 9,013**	**$ 9,681**	**$ 10,369**	**$ 11,077**	**$ 11,806**	**$ 12,557**	**$ 13,332**	**$ 14,129**	**$ 14,950**	**$ 15,796**	**$ 16,668**	**$ 17,567**	**$ 18,491**	**$ 19,444**	**$ 20,426**	**$ 21,436**	$ 420,914
-	***$ 121,558***	***$ 123,923***	***$ 126,757***	***$ 130,073***	***$ 133,886***	***$ 138,212***	***$ 143,065***	***$ 148,461***	***$ 154,417***	***$ 160,948***	***$ 168,072***	***$ 175,807***	***$ 184,172***	***$ 193,185***	***$ 202,866***	***$ 213,235***	***$ 224,313***	***$ 236,118***	***$ 248,675***	***$ 262,007***	***$ 276,136***	***$ 291,086***	***$ 306,882***	***$ 323,550***	***$ 341,117***	***$ 359,608***	***$ 379,052***	***$ 399,478***	***$ 420,914***	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	276	493	591	691	795	902	1,011	1,125	1,241	1,361	1,485	1,612	1,743	1,878	2,018	2,161	2,309	2,460	2,617	2,778	2,945	3,116	3,292	3,474	3,661	3,854	4,052	4,257	4,467	87,718
-	827	1,479	1,772	2,073	2,384	2,705	3,034	3,374	3,723	4,083	4,454	4,836	5,230	5,635	6,053	6,483	6,926	7,381	7,851	8,335	8,834	9,347	9,876	10,421	10,983	11,561	12,156	12,770	13,402	263,155
-	**1,103**	**1,972**	**2,363**	**2,764**	**3,179**	**3,606**	**4,045**	**4,499**	**4,964**	**5,444**	**5,939**	**6,448**	**6,973**	**7,513**	**8,070**	**8,644**	**9,234**	**9,841**	**10,468**	**11,113**	**11,778**	**12,462**	**13,168**	**13,895**	**14,644**	**15,414**	**16,208**	**17,027**	**17,869**	350,874
-	***101,330***	***103,302***	***105,665***	***108,429***	***111,607***	***115,213***	***119,259***	***123,757***	***128,722***	***134,166***	***140,105***	***146,553***	***153,526***	***161,039***	***169,109***	***177,753***	***186,987***	***196,828***	***207,296***	***218,409***	***230,187***	***242,649***	***255,817***	***269,711***	***284,355***	***299,769***	***315,977***	***333,004***	***350,874***	-
-	**$ 2,426**	**$ 4,337**	**$ 5,197**	**$ 6,079**	**$ 6,992**	**$ 7,932**	**$ 8,898**	**$ 9,896**	**$ 10,920**	**$ 11,976**	**$ 13,063**	**$ 14,182**	**$ 15,338**	**$ 16,526**	**$ 17,751**	**$ 19,013**	**$ 20,311**	**$ 21,647**	**$ 23,025**	**$ 24,445**	**$ 25,907**	**$ 27,412**	**$ 28,964**	**$ 30,563**	**$ 32,210**	**$ 33,905**	**$ 35,652**	**$ 37,452**	**$ 39,305**	$ 771,787
-	***$ 222,888***	***$ 227,225***	***$ 232,422***	***$ 238,501***	***$ 245,493***	***$ 253,425***	***$ 262,323***	***$ 272,219***	***$ 283,139***	***$ 295,114***	***$ 308,177***	***$ 322,360***	***$ 337,698***	***$ 354,224***	***$ 371,975***	***$ 390,988***	***$ 411,299***	***$ 432,946***	***$ 455,971***	***$ 480,416***	***$ 506,323***	***$ 533,735***	***$ 562,698***	***$ 593,262***	***$ 625,472***	***$ 659,377***	***$ 695,029***	***$ 732,482***	***$ 771,787***	-
	54.54%	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	*54.54%*	***54.54%***
	45.46%	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	*45.46%*	***45.46%***

Notes:

1 The most current available millage rates are utilized (Summer 2024 & Winter 2024) and are assumed to be in effect for the duration of the Plan. Actual rates are subject to change and may be higher or lower, and may include the elimination of existing millages and/or the addition of new millages.

Last revised: 1/8/2025

HōM Flats at 28 West Phase 3

1420 and 1440 28th St SW, and 1410 28 West Place SW, Wyoming, MI

Table 4c2 - PILOT Tax Capture Impact on Taxing Jurisdictions: Multi-Family Residential Apartment Units (PILOT BP Years 2-30 Capture 50% of PILOT Payment) (excludes any Base Year/ ITV)

	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS [1]	Real Property: Multifamily Residential Apartment Units: Buildings, Improvements to Land & Land — Total Millage Rate Paid	Millages Not Allowed for Capture	Millage Rate Allowed for Capture	% of Local/ Regional Millages Captured	% of All Millages Captured	All Property: Percent (%) of Millage Rate on PILOT Payment Allowed for Capture by BRA	Calendar/ Tax Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	Total PILOT Capture
		BP Years: 2-End					BP Years: 2-30	BP Year Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
										PILOT on Multifamily Portion																														
-	**CITY OF WYOMING**	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	City Operating	4.6828	0.0000	4.6828	13.42%	7.95%	50%		-	250	855	1,187	1,210	1,234	1,258	1,283	1,308	1,334	1,360	1,387	1,414	1,442	1,470	1,499	1,528	1,558	1,589	1,620	1,652	1,684	1,717	1,751	1,785	1,820	1,855	1,892	1,929	1,966	$ 42,835
-	205-Public Safety	1.1959	0.0000	1.1959	3.43%	2.03%	50%		-	64	218	303	309	315	321	328	334	341	347	354	361	368	375	383	390	398	406	414	422	430	438	447	456	465	474	483	493	502	$ 10,939
-	207-Police	1.1937	0.0000	1.1937	3.42%	2.03%	50%		-	64	218	303	309	315	321	327	333	340	347	354	360	368	375	382	390	397	405	413	421	429	438	446	455	464	473	482	492	501	$ 10,919
-	206-Fire	0.7161	0.0000	0.7161	2.05%	1.22%	50%		-	38	131	182	185	189	192	196	200	204	208	212	216	220	225	229	234	238	243	248	253	258	263	268	273	278	284	289	295	301	$ 6,550
-	208-Parks & Recreation	1.4326	0.0000	1.4326	4.10%	2.43%	50%		-	76	262	363	370	378	385	393	400	408	416	424	433	441	450	459	468	477	486	496	505	515	525	536	546	557	568	579	590	602	$ 13,104
-	211-Sidewalk FDN	0.1910	0.0000	0.1910	0.55%	0.32%	50%		-	10	35	48	49	50	51	52	53	54	55	57	58	59	60	61	62	64	65	66	67	69	70	71	73	74	76	77	79	80	$ 1,747
-	213-First Response	1.4880	0.0000	1.4880	4.26%	2.53%	50%		-	79	272	377	385	392	400	408	416	424	432	441	449	458	467	476	486	495	505	515	525	535	546	556	567	578	590	601	613	625	$ 13,611
-	228-Solid Waste	0.4000	0.0000	0.4000	1.15%	0.68%	50%		-	21	73	101	103	105	107	110	112	114	116	118	121	123	126	128	131	133	136	138	141	144	147	150	152	155	158	162	165	168	$ 3,659
-	272-Library/Park Maintenance	0.3532	0.0000	0.3532	1.01%	0.60%	50%		-	19	64	90	91	93	95	97	99	101	103	105	107	109	111	113	115	118	120	122	125	127	129	132	135	137	140	143	145	148	$ 3,231
-	401-Capital Improvement	1.4960	0.0000	1.4960	4.29%	2.54%	50%		-	80	273	379	387	394	402	410	418	426	435	443	452	461	470	479	488	498	508	517	528	538	548	559	570	581	593	604	616	628	$ 13,684
-	*Subtotal of Local Government Unit (LGU): Annual*	***13.1493***	***0.0000***	***13.1493***	***37.67%***	***22.32%***	-		$ -	$ 701	$ 2,401	$ 3,333	$ 3,399	$ 3,465	$ 3,533	$ 3,603	$ 3,674	$ 3,746	$ 3,819	$ 3,894	$ 3,971	$ 4,048	$ 4,128	$ 4,209	$ 4,291	$ 4,375	$ 4,461	$ 4,549	$ 4,638	$ 4,728	$ 4,821	$ 4,915	$ 5,012	$ 5,110	$ 5,210	$ 5,312	$ 5,415	$ 5,521	$ 120,281
-	*Local Government Unit (LGU): Cumulative*								$ -	$ 701	$ 3,102	$ 6,435	$ 9,833	$ 13,299	$ 16,832	$ 20,435	$ 24,109	$ 27,854	$ 31,674	$ 35,568	$ 39,538	$ 43,587	$ 47,714	$ 51,923	$ 56,215	$ 60,590	$ 65,051	$ 69,600	$ 74,237	$ 78,966	$ 83,787	$ 88,702	$ 93,714	$ 98,823	$ 104,033	$ 109,345	$ 114,760	$ 120,281	-
-	**KENT COUNTY & REGIONAL**	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Kent County Operating	4.0987	0.0000	4.0987	11.74%	6.96%	50%		-	218	748	1,039	1,059	1,080	1,101	1,123	1,145	1,168	1,190	1,214	1,238	1,262	1,287	1,312	1,338	1,364	1,391	1,418	1,446	1,474	1,503	1,532	1,562	1,593	1,624	1,656	1,688	1,721	$ 37,492
-	County Jail	0.7487	0.0000	0.7487	2.14%	1.27%	50%		-	40	137	190	194	197	201	205	209	213	217	222	226	231	235	240	244	249	254	259	264	269	275	280	285	291	297	302	308	314	$ 6,849
-	County Zoo/Museum	0.4173	0.0000	0.4173	1.20%	0.71%	50%		-	22	76	106	108	110	112	114	117	119	121	124	126	128	131	134	136	139	142	144	147	150	153	156	159	162	165	169	172	175	$ 3,817
-	County Child Development	0.2390	0.0000	0.2390	0.68%	0.41%	50%		-	13	44	61	62	63	64	65	67	68	69	71	72	74	75	76	78	80	81	83	84	86	88	89	91	93	95	97	98	100	$ 2,186
-	County Senior	0.4961	0.0000	0.4961	1.42%	0.84%	50%		-	26	91	126	128	131	133	136	139	141	144	147	150	153	156	159	162	165	168	172	175	178	182	185	189	193	197	200	204	208	$ 4,538
-	County Veterans	0.0496	0.0000	0.0496	0.14%	0.08%	50%		-	3	9	13	13	13	13	14	14	14	14	15	15	15	16	16	16	17	17	17	17	18	18	19	19	19	20	20	20	21	$ 454
-	Interurban Transportation	1.3950	0.0000	1.3950	4.00%	2.37%	50%		-	74	255	354	361	368	375	382	390	397	405	413	421	429	438	447	455	464	473	483	492	502	511	521	532	542	553	563	575	586	$ 12,761
-	**LIBRARY**	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	District Library	1.1000	0.0000	1.1000	3.15%	1.87%	50%		-	59	201	279	284	290	296	301	307	313	319	326	332	339	345	352	359	366	373	381	388	396	403	411	419	427	436	444	453	462	$ 10,062
-	**INTERMEDIATE SCHOOL DISTRICT (ISD)**	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Kent ISD	5.4020	0.0000	5.4020	15.48%	9.17%	50%		-	288	986	1,369	1,396	1,424	1,452	1,480	1,509	1,539	1,569	1,600	1,631	1,663	1,696	1,729	1,763	1,798	1,833	1,869	1,905	1,943	1,981	2,019	2,059	2,099	2,140	2,182	2,225	2,268	$ 49,414
-	**COMMUNITY COLLEGE**	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Grand Rapids Community College	1.6951	0.0000	1.6951	4.86%	2.88%	50%		-	90	310	430	438	447	456	464	474	483	492	502	512	522	532	543	553	564	575	586	598	610	621	634	646	659	672	685	698	712	$ 15,506
-	**LOCAL SCHOOL MILLAGES: excludes State School millages**	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Wyoming School Debt (Only under PILOT is this millage allowed for capture)	6.1149	0.0000	6.1149	17.52%	10.38%	50%		-	326	1,117	1,550	1,580	1,612	1,643	1,675	1,708	1,742	1,776	1,811	1,846	1,883	1,920	1,957	1,996	2,035	2,075	2,115	2,157	2,199	2,242	2,286	2,331	2,376	2,423	2,470	2,518	2,568	$ 55,935
-	*Subtotal of Non-LGU Local: Annual*	***21.7564***	***0.0000***	***21.7564***	***62.33%***	***36.93%***	-		$ -	$ 1,160	$ 3,973	$ 5,515	$ 5,623	$ 5,734	$ 5,846	$ 5,961	$ 6,078	$ 6,197	$ 6,319	$ 6,443	$ 6,570	$ 6,698	$ 6,830	$ 6,964	$ 7,100	$ 7,239	$ 7,381	$ 7,526	$ 7,673	$ 7,824	$ 7,977	$ 8,133	$ 8,292	$ 8,454	$ 8,620	$ 8,788	$ 8,960	$ 9,135	$ 199,013
-	*Non-LGU Local: Cumulative*								$ -	$ 1,160	$ 5,132	$ 10,647	$ 16,270	$ 22,004	$ 27,850	$ 33,811	$ 39,889	$ 46,087	$ 52,406	$ 58,849	$ 65,419	$ 72,117	$ 78,947	$ 85,911	$ 93,011	$ 100,250	$ 107,631	$ 115,157	$ 122,831	$ 130,654	$ 138,631	$ 146,764	$ 155,056	$ 163,510	$ 172,130	$ 180,918	$ 189,878	$ 199,013	-
-	**Total Local Tax Capture: Annual**	**34.9057**	**0.0000**	**34.9057**	**100.00%**	**59.26%**	-		$ -	$ 1,860	$ 6,374	$ 8,848	$ 9,022	$ 9,199	$ 9,380	$ 9,564	$ 9,752	$ 9,943	$ 10,138	$ 10,337	$ 10,540	$ 10,747	$ 10,958	$ 11,172	$ 11,392	$ 11,615	$ 11,842	$ 12,074	$ 12,311	$ 12,552	$ 12,798	$ 13,048	$ 13,304	$ 13,564	$ 13,829	$ 14,100	$ 14,375	$ 14,656	$ 319,294
-	***Total Local Tax Capture: Cumulative***								$ -	$ 1,860	$ 8,234	$ 17,082	$ 26,104	$ 35,303	$ 44,682	$ 54,246	$ 63,998	$ 73,941	$ 84,079	$ 94,417	$ 104,957	$ 115,704	$ 126,661	$ 137,834	$ 149,225	$ 160,840	$ 172,682	$ 184,757	$ 197,068	$ 209,620	$ 222,418	$ 235,466	$ 248,769	$ 262,333	$ 276,163	$ 290,262	$ 304,638	$ 319,294	-
	STATE SCHOOL MILLAGES: excludes Local School millages	Total Millage Rate Paid	Millages Not Allowed for Capture	Millage Rate Allowed for Capture	% of State School Millages Captured	% of All Millages Captured	Percent (%) of Millage Rate on PILOT Payment Allowed for Capture by BRA																																
-	State Education Tax - SET	6.0000	0.0000	6.0000	25.00%	10.19%	50%		-	320	1,096	1,521	1,551	1,581	1,612	1,644	1,676	1,709	1,743	1,777	1,812	1,847	1,884	1,920	1,958	1,996	2,036	2,075	2,116	2,158	2,200	2,243	2,287	2,332	2,377	2,424	2,471	2,519	$ 54,884
-	Wyoming Local School Operating - LSO	18.0000	0.0000	18.0000	75.00%	30.56%	50%		-	959	3,287	4,563	4,652	4,744	4,837	4,932	5,029	5,127	5,228	5,331	5,435	5,542	5,651	5,761	5,874	5,989	6,107	6,226	6,348	6,473	6,599	6,729	6,860	6,995	7,131	7,271	7,413	7,558	$ 164,652
-	**Total State & Local School: Annual**	**24.0000**	**0.0000**	**24.0000**	**100.00%**	**40.74%**	-		$ -	$ 1,279	$ 4,382	$ 6,084	$ 6,203	$ 6,325	$ 6,449	$ 6,576	$ 6,705	$ 6,837	$ 6,971	$ 7,108	$ 7,247	$ 7,389	$ 7,534	$ 7,682	$ 7,832	$ 7,986	$ 8,142	$ 8,302	$ 8,465	$ 8,630	$ 8,799	$ 8,972	$ 9,147	$ 9,326	$ 9,509	$ 9,695	$ 9,884	$ 10,077	$ 219,536
-	***Total State & Local School: Cumulative***								$ -	$ 1,279	$ 5,661	$ 11,745	$ 17,948	$ 24,273	$ 30,722	$ 37,298	$ 44,003	$ 50,839	$ 57,810	$ 64,918	$ 72,165	$ 79,554	$ 87,088	$ 94,770	$ 102,602	$ 110,588	$ 118,731	$ 127,033	$ 135,497	$ 144,128	$ 152,927	$ 161,898	$ 171,046	$ 180,372	$ 189,880	$ 199,575	$ 209,459	$ 219,536	-
-	**TOTAL LOCAL and STATE & LOCAL SCHOOL TAX CAPTURE: ANNUAL**	**58.9057**	**0.0000**	**58.9057**	**-**	**100.00%**	-		$ -	$ 3,139	$ 10,756	$ 14,931	$ 15,225	$ 15,524	$ 15,829	$ 16,140	$ 16,457	$ 16,780	$ 17,109	$ 17,445	$ 17,787	$ 18,136	$ 18,492	$ 18,854	$ 19,224	$ 19,601	$ 19,985	$ 20,376	$ 20,775	$ 21,182	$ 21,597	$ 22,020	$ 22,451	$ 22,890	$ 23,338	$ 23,794	$ 24,260	$ 24,734	$ 538,831
-	***TOTAL LOCAL and STATE & LOCAL SCHOOL TAX CAPTURE: CUMULATIVE***								$ -	$ 3,139	$ 13,895	$ 28,827	$ 44,052	$ 59,576	$ 75,404	$ 91,544	$ 108,001	$ 124,781	$ 141,890	$ 159,335	$ 177,122	$ 195,258	$ 213,749	$ 232,604	$ 251,828	$ 271,428	$ 291,413	$ 311,790	$ 332,565	$ 353,747	$ 375,344	$ 397,364	$ 419,815	$ 442,705	$ 466,043	$ 489,837	$ 514,097	$ 538,831	-
	Percentage of Local Millages/ Taxes Available & Captured	59.26%	-	59.26%	-	-			0.00%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	**57.28%**
	Percentage of State & Local School Millages/ Taxes Available & Captured	40.74%	-	40.74%	-	-			0.00%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	**39.38%**

Notes:

1 The most current available millage rates are utilized (Summer 2024 & Winter 2024) and are assumed to be in effect for the duration of the Plan. Actual rates are subject to change and may be higher or lower, and may include the elimination of existing millages and/or the addition of new millages.

Last revised: 1/8/2025

HōM Flats at 28 West Phase 3

1420 and 1440 28th St SW, and 1410 28 West Place SW, Wyoming, MI

Table 4c3 - MSA Capture: Multifamily Apartments (MSA BP Years 2-30 Capture 50% of MSA Payment)

		All Property		MSA on Multifamily Portion																																
	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS [1]	Percent (%) of MSA Payment Allowed for Capture by BRA	Calendar/ Tax Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	Total
		BP Years	BP Year Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
		2-30																																
-	CITY OF WYOMING	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	TOTAL MSA CAPTURE: ANNUAL	*50%*		$ -	$ 7,006	$ 24,003	$ 33,322	$ 33,977	$ 34,644	$ 35,325	$ 36,019	$ 36,726	$ 37,447	$ 38,182	$ 38,931	$ 39,695	$ 40,474	$ 41,267	$ 42,076	$ 42,901	$ 43,742	$ 44,599	$ 45,473	$ 46,364	$ 47,272	$ 48,197	$ 49,141	$ 50,103	$ 51,083	$ 52,082	$ 53,101	$ 54,139	$ 55,197	$ 1,202,490
-	*TOTAL MSA CAPTURE: CUMULATIVE*			*$ -*	*$ 7,006*	*$ 31,009*	*$ 64,331*	*$ 98,308*	*$ 132,953*	*$ 168,278*	*$ 204,296*	*$ 241,022*	*$ 278,469*	*$ 316,650*	*$ 355,581*	*$ 395,276*	*$ 435,750*	*$ 477,017*	*$ 519,094*	*$ 561,995*	*$ 605,737*	*$ 650,337*	*$ 695,810*	*$ 742,174*	*$ 789,446*	*$ 837,643*	*$ 886,784*	*$ 936,887*	*$ 987,970*	*$ 1,040,052*	*$ 1,093,153*	*$ 1,147,292*	*$ 1,202,490*	-

Last revised: 1/8/2025

HōM Flats at 28 West Phase 3
1420 and 1440 28th St SW, and 1410 28 West Place SW, Wyoming, MI
Table 4d - Reimbursement of Eligible Activities & Disbursements [1]

FIRST YEAR OF TAX CAPTURE

Tax Capture Period Ends for Developer Reimbursement

	DISBURSEMENTS TO BROWNFIELD REDEVELOPMENT AUTHORITY & MBRF		Totals	Calendar/ Tax Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	Totals
				BP Year Number	0	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	-
-	**State of Michigan Brownfield Redevelopment Fund (MBRF): Funded from the capture of the State Education Tax (SET) millages (if applicable)**	**50%** Percentage of available SET capture that must be paid to the MBRF/ Michigan Dept. of Treasury per Act 381 of 1996, Section 13b(14)	$ 55,095		$ -	$ -	$ 12,528	$ 298	$ 794	$ 1,056	$ 1,121	$ 1,188	$ 1,257	$ 1,328	$ 1,400	$ 1,475	$ 1,552	$ 1,631	$ 1,712	$ 1,795	$ 1,881	$ 1,969	$ 2,060	$ 2,152	$ 2,248	$ 2,346	$ 2,447	$ 2,551	$ 2,658	$ 2,767	$ 2,880	$ -	$ -	$ -	$ -	$ -	$ 55,095
-	- Estimated State Education Tax (SET) Captured																																			
-	**Local Brownfield Redevelopment Authority (LBRA): Reimbursement of Administration Expenses**	$ - of available Local Tax Capture Annually	$ 0	Annual	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 0
-				Cumulative	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	-
-	**Local Brownfield Redevelopment Authority (LBRA): Brownfield Plan & Work Plan Implementation (including Tracking, Recording and Compliance)**	Local Tax Capture Amount $ -	$ 0	Annual - Local	$ -	$ 0	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 0
-		State School Tax Capture Amount $ -	$ 0	Annual - State School	$ -	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
	Breakdown of State School Tax Capture (SET)	*State Education Tax (SET) 25.00%* $ -	*$ 0*	*SET Portion*	*$ -*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*
	Breakdown of State School Tax Capture (LSO)	*Local School Operating (LSO) 75.00%* $ -	*$ 0*	*LSO Portion*	*$ -*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*
-		**Total Tax Capture Amount** $ -	$ 0	Annual - Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 0
				Cumulative	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	-
-	**Local Brownfield Revolving Fund (LBRF): Local Tax Capture**	**0%** of remaining Local Tax Capture for a 5-Year period after all Eligible Activities to Developer are reimbursed, or tax capture for Developer reimbursement ends.	$ 0	Annual	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 0
				Cumulative	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	-
-	**Local Brownfield Revolving Fund (LBRF): State & Local School Tax Capture**	**0%** of remaining Local Tax Capture for a 5-Year period after all Eligible Activities to Developer are reimbursed, or tax capture for Developer reimbursement ends.	$ 0	Annual:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 0
				Cumulative:	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	-
-	Local Tax Increment and MSA Payment: Annual Remaining Revenue Available for Reimbursement				$ 0	$ 0	$ 120,235	$ 10,189	$ 32,742	$ 45,004	$ 46,314	$ 47,657	$ 49,030	$ 50,435	$ 51,874	$ 53,345	$ 54,851	$ 56,393	$ 57,970	$ 59,586	$ 61,238	$ 62,930	$ 64,662	$ 66,434	$ 68,248	$ 70,105	$ 72,006	$ 73,953	$ 75,945	$ 77,985	$ 80,075	$ 82,214	$ 84,402	$ 86,645	$ 88,940	$ 91,290	**$ 1,942,698**
-	Local Tax Increment and MSA Payment: Cumulative Remaining Revenue Available for Reimbursement				$ 0	$ 0	$ 120,235	$ 130,424	$ 163,166	$ 208,171	$ 254,485	$ 302,141	$ 351,172	$ 401,607	$ 453,481	$ 506,827	$ 561,678	$ 618,071	$ 676,040	$ 735,626	$ 796,864	$ 859,794	$ 924,456	$ 990,890	$ 1,059,137	$ 1,129,242	$ 1,201,249	$ 1,275,202	$ 1,351,147	$ 1,429,132	$ 1,509,207	$ 1,591,420	$ 1,675,823	$ 1,762,467	$ 1,851,408	$ 1,942,698	-
-	State Education Tax (SET) Increment: Annual Remaining Revenue Available for Reimbursement				$ 0	$ 0	$ 12,528	$ 298	$ 794	$ 1,056	$ 1,121	$ 1,188	$ 1,257	$ 1,328	$ 1,400	$ 1,475	$ 1,552	$ 1,631	$ 1,712	$ 1,795	$ 1,881	$ 1,969	$ 2,060	$ 2,152	$ 2,248	$ 2,346	$ 2,447	$ 2,551	$ 2,658	$ 2,767	$ 2,880	$ 5,992	$ 6,231	$ 6,476	$ 6,728	$ 6,987	$ 87,508
-	State Local School Operating (LSO) Increment: Annual Remaining Revenue Available for Reimbursement				$ 0	$ 0	$ 75,171	$ 1,786	$ 4,765	$ 6,335	$ 6,725	$ 7,128	$ 7,541	$ 7,966	$ 8,403	$ 8,851	$ 9,311	$ 9,785	$ 10,271	$ 10,772	$ 11,285	$ 11,814	$ 12,357	$ 12,915	$ 13,488	$ 14,077	$ 14,683	$ 15,306	$ 15,946	$ 16,604	$ 17,281	$ 17,977	$ 18,692	$ 19,427	$ 20,183	$ 20,960	$ 427,807
-	Total State & Local School Tax Increment: Annual Remaining Revenue Available for Reimbursement				$ 0	$ 0	$ 87,699	$ 2,084	$ 5,560	$ 7,391	$ 7,846	$ 8,316	$ 8,798	$ 9,293	$ 9,803	$ 10,326	$ 10,863	$ 11,416	$ 11,983	$ 12,567	$ 13,166	$ 13,783	$ 14,417	$ 15,067	$ 15,736	$ 16,423	$ 17,131	$ 17,857	$ 18,604	$ 19,372	$ 20,162	$ 23,970	$ 24,923	$ 25,903	$ 26,911	$ 27,947	**$ 515,315**
-	Total State & Local School Tax Increment: Cumulative Remaining Revenue Available for Reimbursement				$ 0	$ 0	$ 87,699	$ 89,783	$ 95,343	$ 102,734	$ 110,579	$ 118,895	$ 127,694	$ 136,987	$ 146,790	$ 157,116	$ 167,979	$ 179,395	$ 191,378	$ 203,945	$ 217,111	$ 230,894	$ 245,311	$ 260,378	$ 276,114	$ 292,537	$ 309,668	$ 327,525	$ 346,129	$ 365,501	$ 385,662	$ 409,632	$ 434,555	$ 460,458	$ 487,369	$ 515,315	-
-	**Total of Local Tax Increment & MSA Payment and State & Local School Tax Increment: Annual Remaining Revenue Available to Reimburse Developer**				**$ 0**	**$ 0**	**$ 207,934**	**$ 12,274**	**$ 38,302**	**$ 52,395**	**$ 54,160**	**$ 55,973**	**$ 57,829**	**$ 59,729**	**$ 61,678**	**$ 63,671**	**$ 65,715**	**$ 67,808**	**$ 69,952**	**$ 72,153**	**$ 74,404**	**$ 76,713**	**$ 79,078**	**$ 81,502**	**$ 83,983**	**$ 86,528**	**$ 89,137**	**$ 91,810**	**$ 94,549**	**$ 97,357**	**$ 100,237**	**$ 106,183**	**$ 109,325**	**$ 112,547**	**$ 115,851**	**$ 119,237**	**$ 2,458,013**
-	Total of Local Tax Increment & MSA Payment and State & Local School Tax Increment: Cumulative Remaining Revenue Available for Reimbursement				$ 0	$ 0	$ 207,934	$ 220,207	$ 258,509	$ 310,904	$ 365,064	$ 421,037	$ 478,865	$ 538,594	$ 600,272	$ 663,943	$ 729,657	$ 797,466	$ 867,418	$ 939,571	$ 1,013,975	$ 1,090,688	$ 1,169,766	$ 1,251,268	$ 1,335,251	$ 1,421,779	$ 1,510,916	$ 1,602,727	$ 1,697,275	$ 1,794,633	$ 1,894,869	$ 2,001,052	$ 2,110,378	$ 2,222,925	$ 2,338,776	$ 2,458,013	-

	REIMBURSEMENT OF ELIGIBLE ACTIVITIES		Year that Expenses Identified in the Eligible Activities Table Will Be Recognized 2024	2025	Totals	Year of Tax Capture [2]	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	Totals
-	**Environmental Activities: Michigan Dept. of Environment, Great Lakes, and Energy (EGLE)**																																				
-	Local Tax Increment and MSA Payment Reimbursement		$ 8,944	$ -	$ 8,944		$ 0	$ 0	$ 8,944	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 8,944
-	State & Local School Tax Increment Reimbursement (LSO & SET)		$ 2,341	$ -	$ 2,341		$ 0	$ 0	$ 2,341	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 2,341
-	**TOTAL EGLE REIMBURSEMENT (Eligible Costs)**		**$ 11,285**	**$ 0**	**$ 11,285**		$ 0	$ 0	$ 11,285	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 11,285
-	Cumulative Reimbursement: EGLE						$ 0	$ 0	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	$ 11,285	-
-	Remaining Environmental Activities to be Reimbursed: with Local Taxes						$ 8,944	$ 8,944	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	-
-	Remaining Environmental Activities to be Reimbursed: with Non-Local Taxes, e.g., LSO & SET						$ 2,341	$ 2,341	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	-
-	**Michigan State Housing Development Authority (MSHDA) Eligible Activities**																																				
-	Local Tax Increment and MSA Payment Reimbursement		$ 39,627	$ 2,440,480	$ 2,480,107		$ 0	$ 0	$ 111,291	$ 10,189	$ 32,742	$ 45,004	$ 46,314	$ 47,657	$ 49,030	$ 50,435	$ 51,874	$ 53,345	$ 54,851	$ 56,393	$ 57,970	$ 59,586	$ 61,238	$ 62,930	$ 64,662	$ 66,434	$ 68,248	$ 70,105	$ 72,006	$ 73,953	$ 75,945	$ 77,985	$ 80,075	$ 82,214	$ 84,402	$ 86,645	$ 88,940	$ 91,290	**$ 1,933,754**
-	State & Local School Tax Increment Reimbursement (LSO & SET)		$ 10,373	$ 638,827	$ 649,200		$ 0	$ 0	$ 85,358	$ 2,084	$ 5,560	$ 7,391	$ 7,846	$ 8,316	$ 8,798	$ 9,293	$ 9,803	$ 10,326	$ 10,863	$ 11,416	$ 11,983	$ 12,567	$ 13,166	$ 13,783	$ 14,417	$ 15,067	$ 15,736	$ 16,423	$ 17,131	$ 17,857	$ 18,604	$ 19,372	$ 20,162	$ 23,970	$ 24,923	$ 25,903	$ 26,911	$ 27,947	**$ 512,974**
-	**TOTAL MSHDA REIMBURSEMENT (Eligible Costs)**		**$ 50,000**	**$ 3,079,307**	**$ 3,129,307**		$ 0	$ 0	$ 196,649	$ 12,274	$ 38,302	$ 52,395	$ 54,160	$ 55,973	$ 57,829	$ 59,729	$ 61,678	$ 63,671	$ 65,715	$ 67,808	$ 69,952	$ 72,153	$ 74,404	$ 76,713	$ 79,078	$ 81,502	$ 83,983	$ 86,528	$ 89,137	$ 91,810	$ 94,549	$ 97,357	$ 100,237	$ 106,183	$ 109,325	$ 112,547	$ 115,851	$ 119,237	**$ 2,446,728**
-	Cumulative Reimbursement: MSHDA						$ 0	$ 0	$ 196,649	$ 208,922	$ 247,224	$ 299,619	$ 353,779	$ 409,752	$ 467,580	$ 527,309	$ 588,987	$ 652,658	$ 718,372	$ 786,181	$ 856,133	$ 928,286	$ 1,002,690	$ 1,079,403	$ 1,158,481	$ 1,239,983	$ 1,323,966	$ 1,410,494	$ 1,499,631	$ 1,591,442	$ 1,685,990	$ 1,783,348	$ 1,883,584	$ 1,989,767	$ 2,099,093	$ 2,211,640	$ 2,327,491	$ 2,446,728	-
-	Remaining MSHDA Activities to be Reimbursed: with Local Taxes and MSA Payment						$ 39,627	$ 2,480,107	$ 2,368,816	$ 2,358,627	$ 2,325,885	$ 2,280,880	$ 2,234,566	$ 2,186,910	$ 2,137,879	$ 2,087,444	$ 2,035,570	$ 1,982,224	$ 1,927,373	$ 1,870,980	$ 1,813,011	$ 1,753,425	$ 1,692,187	$ 1,629,257	$ 1,564,595	$ 1,498,161	$ 1,429,914	$ 1,359,809	$ 1,287,802	$ 1,213,849	$ 1,137,904	$ 1,059,919	$ 979,844	$ 897,631	$ 813,228	$ 726,584	$ 637,643	$ 546,353	-
-	Remaining MSHDA Activities to be Reimbursed: with Non-Local Taxes, e.g., LSO & SET						$ 10,373	$ 649,200	$ 563,842	$ 561,758	$ 556,198	$ 548,808	$ 540,962	$ 532,646	$ 523,848	$ 514,554	$ 504,751	$ 494,425	$ 483,562	$ 472,146	$ 460,163	$ 447,596	$ 434,430	$ 420,647	$ 406,230	$ 391,163	$ 375,427	$ 359,004	$ 341,873	$ 324,016	$ 305,412	$ 286,040	$ 265,879	$ 241,909	$ 216,986	$ 191,083	$ 164,173	$ 136,226	-
-	**TOTAL ANNUAL REIMBURSEMENT: EGLE & MSHDA**		**$ 61,285**	**$ 3,079,307**	**$ 3,140,592**		**$ 0**	**$ 0**	**$ 207,934**	**$ 12,274**	**$ 38,302**	**$ 52,395**	**$ 54,160**	**$ 55,973**	**$ 57,829**	**$ 59,729**	**$ 61,678**	**$ 63,671**	**$ 65,715**	**$ 67,808**	**$ 69,952**	**$ 72,153**	**$ 74,404**	**$ 76,713**	**$ 79,078**	**$ 81,502**	**$ 83,983**	**$ 86,528**	**$ 89,137**	**$ 91,810**	**$ 94,549**	**$ 97,357**	**$ 100,237**	**$ 106,183**	**$ 109,325**	**$ 112,547**	**$ 115,851**	**$ 119,237**	**$ 2,458,013**
-	**TOTAL CUMULATIVE REIMBURSEMENT: EGLE & MSHDA**						$ 0	$ 0	$ 207,934	$ 220,207	$ 258,509	$ 310,904	$ 365,064	$ 421,037	$ 478,865	$ 538,594	$ 600,272	$ 663,943	$ 729,657	$ 797,466	$ 867,418	$ 939,571	$ 1,013,975	$ 1,090,688	$ 1,169,766	$ 1,251,268	$ 1,335,251	$ 1,421,779	$ 1,510,916	$ 1,602,727	$ 1,697,275	$ 1,794,633	$ 1,894,869	$ 2,001,052	$ 2,110,378	$ 2,222,925	$ 2,338,776	$ 2,458,013	-
-	***Remaining Unreimbursed Balance***						***$ 61,285***	***$ 3,140,592***	***$ 2,932,658***	***$ 2,920,385***	***$ 2,882,083***	***$ 2,829,688***	***$ 2,775,528***	***$ 2,719,556***	***$ 2,661,727***	***$ 2,601,998***	***$ 2,540,321***	***$ 2,476,649***	***$ 2,410,935***	***$ 2,343,126***	***$ 2,273,174***	***$ 2,201,021***	***$ 2,126,617***	***$ 2,049,904***	***$ 1,970,826***	***$ 1,889,324***	***$ 1,805,341***	***$ 1,718,813***	***$ 1,629,676***	***$ 1,537,865***	***$ 1,443,317***	***$ 1,345,960***	***$ 1,245,723***	***$ 1,139,540***	***$ 1,030,215***	***$ 917,667***	***$ 801,816***	***$ 682,579***	-
-	*Surplus Revenue from Local Tax Increment =*						*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	***$ 0***
-	*Surplus Revenue from State & Local School Tax Increment =*						*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	***$ 0***

Notes:

[1] Unless amended by the local unit of government, the Plan is anticipated to remain in effect until all approved activities in the Plan are reimbursed, or the tax capture period ends.

[2] The "Year of Tax Capture" indicates the year that any allowed tax increment will be captured by the Brownfield Plan, but not necessarily distributed as Reimbursement Payments; generally, Reimbursement Payments for Eligible Activities, Bonds, etc., will be distributed in the following year, but the specific terms and conditions of reimbursement will be subject to a Development Reimbursement Agreement with the local unit of government.

Tax Capture Period Ends for Developer Reimbursement

HōM Flats at 28 West Phase 3

1420 and 1440 28th St SW, and 1410 28 West Place SW, Wyoming, MI

Table 4e - Total Taxes Paid (Ad Valorem and PILOT) and MSA Payments to All Taxing Jurisdictions on the Total Captured Value (excludes any Base Year/ ITV) During Brownfield Plan Tax Capture Period

	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS [1]	Calendar/ Tax Year	Ad Valorem Taxes on Commercial and Multifamily Portions	Ad Valorem Taxes Only on Commercial Portion; PILOT on Multifamily Portion, and; MSA Payment on Multifamily Portion																													Total
		BP Year Number	2026 1	2027 2	2028 3	2029 4	2030 5	2031 6	2032 7	2033 8	2034 9	2035 10	2036 11	2037 12	2038 13	2039 14	2040 15	2041 16	2042 17	2043 18	2044 19	2045 20	2046 21	2047 22	2048 23	2049 24	2050 25	2051 26	2052 27	2053 28	2054 29	2055 30	
-	**CITY OF WYOMING**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	City Operating		19,556	772	2,293	3,110	3,240	3,374	3,512	3,653	3,797	3,946	4,098	4,254	4,414	4,578	4,747	4,920	5,097	5,279	5,466	5,657	5,854	6,056	6,263	6,476	6,694	6,918	7,148	7,384	7,626	7,875	**$ 164,055**
-	205-Public Safety		4,994	197	586	794	828	862	897	933	970	1,008	1,046	1,086	1,127	1,169	1,212	1,256	1,302	1,348	1,396	1,445	1,495	1,547	1,599	1,654	1,710	1,767	1,825	1,886	1,948	2,011	**$ 41,897**
-	207-Police		4,985	197	584	793	826	860	895	931	968	1,006	1,045	1,084	1,125	1,167	1,210	1,254	1,299	1,346	1,393	1,442	1,492	1,544	1,597	1,651	1,706	1,764	1,822	1,882	1,944	2,007	**$ 41,820**
-	206-Fire		2,991	118	351	476	496	516	537	559	581	603	627	650	675	700	726	752	779	807	836	865	895	926	958	990	1,024	1,058	1,093	1,129	1,166	1,204	**$ 25,088**
-	208-Parks & Recreation		5,983	236	701	951	991	1,032	1,074	1,117	1,162	1,207	1,254	1,301	1,350	1,401	1,452	1,505	1,559	1,615	1,672	1,731	1,791	1,853	1,916	1,981	2,048	2,116	2,187	2,259	2,333	2,409	**$ 50,189**
-	211-Sidewalk FDN		798	31	94	127	132	138	143	149	155	161	167	173	180	187	194	201	208	215	223	231	239	247	255	264	273	282	292	301	311	321	**$ 6,691**
-	213-First Response		6,214	245	729	988	1,030	1,072	1,116	1,161	1,207	1,254	1,302	1,352	1,402	1,455	1,508	1,563	1,620	1,677	1,737	1,798	1,860	1,924	1,990	2,058	2,127	2,198	2,271	2,346	2,423	2,502	**$ 52,130**
-	228-Solid Waste		1,670	66	196	266	277	288	300	312	324	337	350	363	377	391	405	420	435	451	467	483	500	517	535	553	572	591	611	631	651	673	**$ 14,013**
-	272-Library/Park Maintenance		1,475	58	173	235	244	255	265	276	286	298	309	321	333	345	358	371	384	398	412	427	442	457	472	488	505	522	539	557	575	594	**$ 12,374**
-	401-Capital Improvement		6,248	247	732	994	1,035	1,078	1,122	1,167	1,213	1,260	1,309	1,359	1,410	1,463	1,516	1,572	1,628	1,686	1,746	1,807	1,870	1,935	2,001	2,069	2,139	2,210	2,284	2,359	2,436	2,516	**$ 52,410**
-	**CITY OF WYOMING**																																**$ -**
-	MSA Payment to City of Wyoming		-	14,012	48,007	66,644	67,954	69,289	70,650	72,037	73,452	74,894	76,364	77,862	79,390	80,947	82,535	84,153	85,803	87,484	89,199	90,946	92,728	94,544	96,395	98,282	100,205	102,166	104,165	106,202	108,278	110,395	**$ 2,404,979**
-	*Subtotal of Local Government Unit (LGU): Annual*		*$ 54,913*	*$ 16,180*	*$ 54,445*	*$ 75,377*	*$ 77,052*	*$ 78,764*	*$ 80,511*	*$ 82,294*	*$ 84,115*	*85,973*	*87,870*	*89,806*	*91,783*	*93,802*	*95,863*	*97,967*	*100,115*	*102,308*	*104,546*	*106,832*	*109,166*	*111,549*	*113,982*	*116,466*	*119,002*	*121,592*	*124,236*	*126,936*	*129,692*	*132,507*	**$ 2,865,646**
-	*Local Government Unit (LGU): Cumulative*		*$ 54,913*	*$ 71,094*	*$ 125,539*	*$ 200,916*	*$ 277,968*	*$ 356,732*	*$ 437,243*	*$ 519,537*	*$ 603,651*	*689,624*	*777,494*	*867,300*	*959,083*	*1,052,886*	*1,148,748*	*1,246,716*	*1,346,831*	*1,449,139*	*1,553,685*	*1,660,518*	*1,769,684*	*1,881,233*	*1,995,215*	*2,111,681*	*2,230,683*	*2,352,275*	*2,476,511*	*2,603,447*	*2,733,139*	*2,865,646*	-
-	**KENT COUNTY & REGIONAL**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Kent County Operating		17,117	676	2,007	2,722	2,836	2,953	3,074	3,197	3,324	3,453	3,587	3,723	3,863	4,007	4,155	4,306	4,461	4,621	4,784	4,952	5,124	5,301	5,482	5,668	5,859	6,055	6,256	6,463	6,675	6,892	**$ 143,592**
-	County Jail		3,127	123	367	497	518	540	561	584	607	631	655	680	706	732	759	787	815	844	874	905	936	968	1,001	1,035	1,070	1,106	1,143	1,181	1,219	1,259	**$ 26,230**
-	County Zoo/Museum		1,743	69	204	277	289	301	313	325	338	352	365	379	393	408	423	438	454	470	487	504	522	540	558	577	597	616	637	658	680	702	**$ 14,619**
-	County Child Development		998	39	117	159	165	172	179	186	194	201	209	217	225	234	242	251	260	269	279	289	299	309	320	331	342	353	365	377	389	402	**$ 8,373**
-	County Senior		2,072	82	243	329	343	357	372	387	402	418	434	451	468	485	503	521	540	559	579	599	620	642	664	686	709	733	757	782	808	834	**$ 17,380**
-	County Veterans		207	8	24	33	34	36	37	39	40	42	43	45	47	48	50	52	54	56	58	60	62	64	66	69	71	73	76	78	81	83	**$ 1,738**
-	Interurban Transportation		5,826	230	683	926	965	1,005	1,046	1,088	1,131	1,175	1,221	1,267	1,315	1,364	1,414	1,466	1,518	1,573	1,628	1,685	1,744	1,804	1,866	1,929	1,994	2,061	2,129	2,200	2,272	2,346	**$ 48,872**
-	**LIBRARY**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	District Library		4,594	181	539	731	761	793	825	858	892	927	963	999	1,037	1,075	1,115	1,156	1,197	1,240	1,284	1,329	1,375	1,423	1,471	1,521	1,572	1,625	1,679	1,734	1,791	1,850	**$ 38,537**
-	**INTERMEDIATE SCHOOL DISTRICT (ISD)**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Kent ISD		22,560	891	2,645	3,588	3,738	3,893	4,051	4,214	4,381	4,551	4,727	4,907	5,092	5,281	5,476	5,675	5,880	6,090	6,305	6,526	6,753	6,986	7,225	7,470	7,722	7,981	8,246	8,518	8,797	9,084	**$ 189,251**
-	**COMMUNITY COLLEGE**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Grand Rapids Community College		7,079	280	830	1,126	1,173	1,221	1,271	1,322	1,375	1,428	1,483	1,540	1,598	1,657	1,718	1,781	1,845	1,911	1,978	2,048	2,119	2,192	2,267	2,344	2,423	2,504	2,587	2,673	2,761	2,850	**$ 59,385**
-	**LOCAL SCHOOL MILLAGES: excludes State School millages**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	PILOT is this millage allowed for		25,537	1,008	2,994	4,061	4,231	4,406	4,586	4,770	4,959	5,152	5,351	5,555	5,763	5,978	6,198	6,424	6,656	6,894	7,137	7,388	7,644	7,908	8,178	8,456	8,741	9,034	9,334	9,642	9,958	10,283	**$ 214,227**
-	*Subtotal of Non-LGU Local: Annual*		*$ 90,858*	*$ 3,587*	*$ 10,653*	*$ 14,449*	*$ 15,054*	*$ 15,677*	*$ 16,316*	*$ 16,970*	*$ 17,643*	*18,331*	*19,038*	*19,763*	*20,506*	*21,270*	*22,053*	*22,856*	*23,681*	*24,527*	*25,394*	*26,284*	*27,199*	*28,137*	*29,098*	*30,087*	*31,101*	*32,142*	*33,209*	*34,306*	*35,431*	*36,586*	**$ 762,204**
-	*Non-LGU Local: Cumulative*		*$ 90,858*	*$ 94,445*	*$ 105,098*	*$ 119,547*	*$ 134,602*	*$ 150,279*	*$ 166,595*	*$ 183,565*	*$ 201,208*	*219,539*	*238,577*	*258,339*	*278,845*	*300,115*	*322,168*	*345,024*	*368,705*	*393,231*	*418,625*	*444,909*	*472,108*	*500,244*	*529,343*	*559,429*	*590,530*	*622,672*	*655,881*	*690,187*	*725,618*	*762,204*	-
-	**Total Local Tax: Annual**		**$ 145,771**	**$ 19,768**	**$ 65,098**	**$ 89,826**	**$ 92,107**	**$ 94,441**	**$ 96,827**	**$ 99,264**	**$ 101,757**	**104,304**	**106,907**	**109,569**	**112,289**	**115,072**	**117,916**	**120,823**	**123,796**	**126,835**	**129,940**	**133,117**	**136,365**	**139,686**	**143,080**	**146,552**	**150,103**	**153,734**	**157,445**	**161,241**	**165,123**	**169,092**	**$ 3,627,849**
-	*Total Local Tax: Cumulative*		*$ 145,771*	*$ 165,539*	*$ 230,637*	*$ 320,463*	*$ 412,570*	*$ 507,011*	*$ 603,838*	*$ 703,102*	*$ 804,859*	*909,163*	*1,016,070*	*1,125,639*	*1,237,928*	*1,353,000*	*1,470,916*	*1,591,739*	*1,715,535*	*1,842,370*	*1,972,310*	*2,105,427*	*2,241,792*	*2,381,478*	*2,524,558*	*2,671,110*	*2,821,213*	*2,974,947*	*3,132,392*	*3,293,634*	*3,458,757*	*3,627,849*	-
-	**STATE SCHOOL MILLAGES: excludes Local School millages**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	State Education Tax - SET		25,057	989	2,938	3,985	4,152	4,323	4,500	4,680	4,866	5,055	5,250	5,450	5,655	5,866	6,082	6,303	6,531	6,764	7,003	7,249	7,501	7,760	8,025	8,297	8,577	8,864	9,158	9,461	9,771	10,090	**$ 210,201**
-	Wyoming Local School Operating - LSO		75,171	2,968	8,813	11,954	12,455	12,970	13,499	14,040	14,597	15,166	15,751	16,350	16,965	17,598	18,245	18,910	19,592	20,292	21,009	21,746	22,502	23,279	24,074	24,892	25,731	26,592	27,475	28,383	29,314	30,269	**$ 630,604**
-	**Total State & Local School: Annual**		**$ 100,228**	**$ 3,957**	**$ 11,751**	**$ 15,939**	**$ 16,607**	**$ 17,294**	**$ 17,998**	**$ 18,720**	**$ 19,462**	**20,221**	**21,001**	**21,801**	**22,621**	**23,463**	**24,327**	**25,213**	**26,123**	**27,056**	**28,012**	**28,995**	**30,003**	**31,038**	**32,099**	**33,189**	**34,308**	**35,456**	**36,634**	**37,843**	**39,085**	**40,358**	**$ 840,805**
-	***Total State & Local School: Cumulative***		***$ 100,228***	***$ 104,185***	***$ 115,936***	***$ 131,876***	***$ 148,482***	***$ 165,776***	***$ 183,775***	***$ 202,495***	***$ 221,957***	***242,179***	***263,179***	***284,980***	***307,600***	***331,064***	***355,391***	***380,604***	***406,727***	***433,783***	***461,795***	***490,790***	***520,793***	***551,831***	***583,931***	***617,120***	***651,428***	***686,884***	***723,518***	***761,362***	***800,447***	***840,805***	-
-	**TOTAL LOCAL and STATE & LOCAL SCHOOL TAX: ANNUAL**		**$ 245,999**	**$ 23,725**	**$ 76,849**	**$ 105,766**	**$ 108,714**	**$ 111,735**	**$ 114,825**	**$ 117,984**	**$ 121,219**	**$ 124,525**	**$ 127,908**	**$ 131,369**	**$ 134,910**	**$ 138,536**	**$ 142,242**	**$ 146,037**	**$ 149,919**	**$ 153,891**	**$ 157,953**	**$ 162,111**	**$ 166,368**	**$ 170,724**	**$ 175,179**	**$ 179,742**	**$ 184,412**	**$ 189,190**	**$ 194,079**	**$ 199,085**	**$ 204,208**	**$ 209,451**	**$ 4,468,654**
-	*TOTAL LOCAL and STATE & LOCAL SCHOOL TAX: CUMULATIVE*		*$ 245,999*	*$ 269,724*	*$ 346,573*	*$ 452,339*	*$ 561,052*	*$ 672,788*	*$ 787,613*	*$ 905,597*	*$ 1,026,816*	*$ 1,151,341*	*$ 1,279,250*	*$ 1,410,619*	*$ 1,545,529*	*$ 1,684,064*	*$ 1,826,307*	*$ 1,972,343*	*$ 2,122,262*	*$ 2,276,153*	*$ 2,434,106*	*$ 2,596,217*	*$ 2,762,585*	*$ 2,933,309*	*$ 3,108,488*	*$ 3,288,230*	*$ 3,472,641*	*$ 3,661,832*	*$ 3,855,911*	*$ 4,054,995*	*$ 4,259,204*	*$ 4,468,654*	-
	Percentage of Local Millages Paid		*59.26%*	*83.32%*	*84.71%*	*84.93%*	*84.72%*	*84.52%*	*84.33%*	*84.13%*	*83.94%*	*83.76%*	*83.58%*	*83.41%*	*83.23%*	*83.06%*	*82.90%*	*82.73%*	*82.58%*	*82.42%*	*82.27%*	*82.11%*	*81.97%*	*81.82%*	*81.68%*	*81.54%*	*81.40%*	*81.26%*	*81.12%*	*80.99%*	*80.86%*	*80.73%*	***81.98%***
	Percentage of State & Local School Millages Paid		*40.74%*	*16.68%*	*15.29%*	*15.07%*	*15.28%*	*15.48%*	*15.67%*	*15.87%*	*16.06%*	*16.24%*	*16.42%*	*16.59%*	*16.77%*	*16.94%*	*17.10%*	*17.27%*	*17.42%*	*17.58%*	*17.73%*	*17.89%*	*18.03%*	*18.18%*	*18.32%*	*18.46%*	*18.60%*	*18.74%*	*18.88%*	*19.01%*	*19.14%*	*19.27%*	***18.02%***

Notes:

1 The most current available millage rates are utilized (Summer 2024 & Winter 2024) and are assumed to be in effect for the duration of the Plan. Actual rates are subject to change and may be higher or lower, and may include the elimination of existing millages and/or the addition of new millages.

HŌM Flats at 28 West Phase 3

1420 and 1440 28th St SW, and 1410 28 West Place SW, Wyoming, MI

Table 4e1 - Commercial and Multifamily Ad Valorem Taxes Paid to All Taxing Jurisdictions (excludes any Base Year/ ITV) During Brownfield Plan Tax Capture Period

	Commercial (Retail/Office)	Multifamily Residential Apartment Units		Ad Valorem Taxes on Commercial and Multifamily Portions	Ad Valorem Taxes Only on Commercial Portion																														
	Buildings, Improvements to Land & Land	Buildings, Improvements to Land & Land																																	
AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS [1]	Millage Rate Paid	Millage Rate Paid	Calendar/ Tax Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	Total Paid
	BP Years	BP Years	BP Year Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
	1-End	1																																
CITY OF WYOMING	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City Operating	4.6828	4.6828		19,556	215	385	461	539	620	704	789	878	969	1,062	1,159	1,258	1,361	1,466	1,575	1,687	1,802	1,920	2,042	2,168	2,298	2,432	2,569	2,711	2,857	3,008	3,163	3,322	3,487	$ 68,461
205-Public Safety	1.1959	1.1959		4,994	55	98	118	138	158	180	202	224	247	271	296	321	347	374	402	431	460	490	522	554	587	621	656	692	730	768	808	848	890	$ 17,484
207-Police	1.1937	1.1937		4,985	55	98	118	137	158	179	201	224	247	271	295	321	347	374	401	430	459	489	521	553	586	620	655	691	728	767	806	847	889	$ 17,452
206-Fire	0.7161	0.7161		2,991	33	59	71	82	95	108	121	134	148	162	177	192	208	224	241	258	276	294	312	332	351	372	393	415	437	460	484	508	533	$ 10,469
208-Parks & Recreation	1.4326	1.4326		5,983	66	118	141	165	190	215	241	269	296	325	354	385	416	448	482	516	551	587	625	663	703	744	786	829	874	920	968	1,016	1,067	$ 20,944
211-Sidewalk FDN	0.1910	0.1910		798	9	16	19	22	25	29	32	36	40	43	47	51	55	60	64	69	73	78	83	88	94	99	105	111	117	123	129	136	142	$ 2,792
213-First Response	1.4880	1.4880		6,214	68	122	146	171	197	224	251	279	308	338	368	400	432	466	500	536	573	610	649	689	730	773	816	861	908	956	1,005	1,056	1,108	$ 21,754
228-Solid Waste	0.4000	0.4000		1,670	18	33	39	46	53	60	67	75	83	91	99	107	116	125	135	144	154	164	174	185	196	208	219	232	244	257	270	284	298	$ 5,848
272-Library/Park Maintenance	0.3532	0.3532		1,475	16	29	35	41	47	53	60	66	73	80	87	95	103	111	119	127	136	145	154	164	173	183	194	204	216	227	239	251	263	$ 5,164
401-Capital Improvement	1.4960	1.4960		6,248	69	123	147	172	198	225	252	280	309	339	370	402	435	468	503	539	576	613	652	693	734	777	821	866	913	961	1,010	1,061	1,114	$ 21,871
Subtotal of Local Government Unit (LGU): Annual	*13.1493*	***13.1493***		*$ 54,913*	*$ 604*	*$ 1,080*	*$ 1,295*	*$ 1,514*	*$ 1,742*	*$ 1,976*	*$ 2,216*	*$ 2,465*	*2,720*	*2,983*	*3,254*	*3,533*	*3,821*	*4,116*	*4,421*	*4,736*	*5,059*	*5,392*	*5,735*	*6,089*	*6,453*	*6,828*	*7,214*	*7,613*	*8,023*	*8,445*	*8,880*	*9,329*	*9,790*	**$ 192,239**
Local Government Unit (LGU): Cumulative				*$ 54,913*	*$ 55,518*	*$ 56,598*	*$ 57,892*	*$ 59,407*	*$ 61,148*	*$ 63,124*	*$ 65,340*	*$ 67,805*	*70,525*	*73,508*	*76,762*	*80,294*	*84,115*	*88,231*	*92,653*	*97,389*	*102,448*	*107,840*	*113,575*	*119,664*	*126,117*	*132,944*	*140,159*	*147,772*	*155,795*	*164,240*	*173,120*	*182,449*	*192,239*	-
KENT COUNTY & REGIONAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Kent County Operating	4.0987	4.0987		17,117	188	337	404	472	543	616	691	768	848	930	1,014	1,101	1,191	1,283	1,378	1,476	1,577	1,681	1,788	1,898	2,011	2,128	2,249	2,373	2,501	2,632	2,768	2,908	3,052	$ 59,922
County Jail	0.7487	0.7487		3,127	34	62	74	86	99	112	126	140	155	170	185	201	218	234	252	270	288	307	327	347	367	389	411	433	457	481	506	531	557	$ 10,946
County Zoo/Museum	0.4173	0.4173		1,743	19	34	41	48	55	63	70	78	86	95	103	112	121	131	140	150	161	171	182	193	205	217	229	242	255	268	282	296	311	$ 6,101
County Child Development	0.2390	0.2390		998	11	20	24	28	32	36	40	45	49	54	59	64	69	75	80	86	92	98	104	111	117	124	131	138	146	153	161	170	178	$ 3,494
County Senior	0.4961	0.4961		2,072	23	41	49	57	66	75	84	93	103	113	123	133	144	155	167	179	191	203	216	230	243	258	272	287	303	319	335	352	369	$ 7,253
County Veterans	0.0496	0.0496		207	2	4	5	6	7	7	8	9	10	11	12	13	14	16	17	18	19	20	22	23	24	26	27	29	30	32	33	35	37	$ 725
Interuran Transportation	1.3950	1.3950		5,826	64	115	137	161	185	210	235	261	289	316	345	375	405	437	469	502	537	572	608	646	685	724	765	808	851	896	942	990	1,039	$ 20,395
LIBRARY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
District Library	1.1000	1.1000		4,594	51	90	108	127	146	165	185	206	228	250	272	296	320	344	370	396	423	451	480	509	540	571	604	637	671	706	743	780	819	$ 16,082
INTERMEDIATE SCHOOL DISTRICT (ISD)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Kent ISD	5.4020	5.4020		22,560	248	444	532	622	716	812	911	1,013	1,117	1,225	1,337	1,451	1,570	1,691	1,816	1,946	2,078	2,215	2,356	2,501	2,651	2,805	2,964	3,127	3,296	3,469	3,648	3,832	4,022	$ 78,976
COMMUNITY COLLEGE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grand Rapids Community College	1.6951	1.6951		7,079	78	139	167	195	225	255	286	318	351	385	419	455	493	531	570	610	652	695	739	785	832	880	930	981	1,034	1,089	1,145	1,203	1,262	$ 24,782
LOCAL SCHOOL MILLAGES: excludes State School millages	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
millage allowed for capture)	6.1149	6.1149		25,537	281	502	602	704	810	919	1,031	1,146	1,265	1,387	1,513	1,643	1,777	1,914	2,056	2,202	2,353	2,507	2,667	2,832	3,001	3,175	3,355	3,540	3,731	3,927	4,130	4,338	4,553	$ 89,398
Subtotal of Non-LGU Local: Annual	*21.7564*	*21.7564*		*$ 90,858*	*$ 1,000*	*$ 1,787*	*$ 2,142*	*$ 2,505*	*$ 2,882*	*$ 3,269*	*$ 3,667*	*$ 4,078*	*4,500*	*4,935*	*5,384*	*5,845*	*6,321*	*6,811*	*7,316*	*7,836*	*8,371*	*8,921*	*9,489*	*10,074*	*10,677*	*11,297*	*11,937*	*12,596*	*13,275*	*13,973*	*14,693*	*15,435*	*16,199*	**$ 318,073**
Non-LGU Local: Cumulative				*$ 90,858*	*$ 91,858*	*$ 93,645*	*$ 95,787*	*$ 98,292*	*$ 101,174*	*$ 104,443*	*$ 108,110*	*$ 112,188*	*116,688*	*121,624*	*127,008*	*132,852*	*139,174*	*145,985*	*153,300*	*161,136*	*169,507*	*178,428*	*187,917*	*197,991*	*208,668*	*219,965*	*231,902*	*244,498*	*257,773*	*271,746*	*286,439*	*301,874*	*318,073*	-
Total Local Tax: Annual	**34.9057**	**34.9057**		**$ 145,771**	**$ 1,604**	**$ 2,868**	**$ 3,437**	**$ 4,019**	**$ 4,623**	**$ 5,245**	**$ 5,883**	**$ 6,543**	**7,220**	**7,918**	**8,637**	**9,377**	**10,142**	**10,927**	**11,737**	**12,571**	**13,430**	**14,313**	**15,224**	**16,163**	**17,130**	**18,125**	**19,151**	**20,209**	**21,298**	**22,418**	**23,574**	**24,764**	**25,989**	**$ 510,312**
Total Local Tax: Cumulative				*$ 145,771*	*$ 147,375*	*$ 150,243*	*$ 153,679*	*$ 157,699*	*$ 162,322*	*$ 167,567*	*$ 173,450*	*$ 179,993*	*187,214*	*195,132*	*203,769*	*213,147*	*223,289*	*234,216*	*245,953*	*258,524*	*271,954*	*286,268*	*301,492*	*317,655*	*334,785*	*352,910*	*372,061*	*392,269*	*413,567*	*435,985*	*459,559*	*484,323*	*510,312*	-
STATE SCHOOL MILLAGES: excludes Local School millages	Millage Rate Paid	Millage Rate Paid	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
State Education Tax - SET	6.0000	6.0000		25,057	276	493	591	691	795	902	1,011	1,125	1,241	1,361	1,485	1,612	1,743	1,878	2,018	2,161	2,309	2,460	2,617	2,778	2,945	3,116	3,292	3,474	3,661	3,854	4,052	4,257	4,467	$ 87,718
Wyoming Local School Operating - LSO	18.0000	18.0000		75,171	827	1,479	1,772	2,073	2,384	2,705	3,034	3,374	3,723	4,083	4,454	4,836	5,230	5,635	6,053	6,483	6,926	7,381	7,851	8,335	8,834	9,347	9,876	10,421	10,983	11,561	12,156	12,770	13,402	$ 263,155
Total State & Local School: Annual	**24.0000**	**24.0000**		**$ 100,228**	**$ 1,103**	**$ 1,972**	**$ 2,363**	**$ 2,764**	**$ 3,179**	**$ 3,606**	**$ 4,045**	**$ 4,499**	**4,964**	**5,444**	**5,939**	**6,448**	**6,973**	**7,513**	**8,070**	**8,644**	**9,234**	**9,841**	**10,468**	**11,113**	**11,778**	**12,462**	**13,168**	**13,895**	**14,644**	**15,414**	**16,208**	**17,027**	**17,869**	**$ 350,874**
Total State & Local School: Cumulative				***$ 100,228***	***$ 101,330***	***$ 103,302***	***$ 105,665***	***$ 108,429***	***$ 111,607***	***$ 115,213***	***$ 119,259***	***$ 123,757***	***128,722***	***134,166***	***140,105***	***146,553***	***153,526***	***161,039***	***169,109***	***177,753***	***186,987***	***196,828***	***207,296***	***218,409***	***230,187***	***242,649***	***255,817***	***269,711***	***284,355***	***299,769***	***315,977***	***333,004***	***350,874***	-
TOTAL LOCAL and STATE & LOCAL SCHOOL TAX: ANNUAL	**58.9057**	**58.9057**		**$ 245,999**	**$ 2,707**	**$ 4,839**	**$ 5,799**	**$ 6,783**	**$ 7,802**	**$ 8,851**	**$ 9,929**	**$ 11,042**	**$ 12,185**	**$ 13,363**	**$ 14,576**	**$ 15,825**	**$ 17,115**	**$ 18,440**	**$ 19,807**	**$ 21,215**	**$ 22,664**	**$ 24,154**	**$ 25,692**	**$ 27,276**	**$ 28,908**	**$ 30,587**	**$ 32,319**	**$ 34,104**	**$ 35,941**	**$ 37,832**	**$ 39,782**	**$ 41,791**	**$ 43,858**	**$ 861,185**
TOTAL LOCAL and STATE & LOCAL SCHOOL TAX: CUMULATIVE				*$ 245,999*	*$ 248,706*	*$ 253,545*	*$ 259,344*	*$ 266,127*	*$ 273,930*	*$ 282,780*	*$ 292,709*	*$ 303,751*	*$ 315,935*	*$ 329,298*	*$ 343,875*	*$ 359,700*	*$ 376,815*	*$ 395,255*	*$ 415,062*	*$ 436,277*	*$ 458,941*	*$ 483,096*	*$ 508,787*	*$ 536,064*	*$ 564,972*	*$ 595,559*	*$ 627,877*	*$ 661,981*	*$ 697,922*	*$ 735,754*	*$ 775,536*	*$ 817,327*	*$ 861,185*	-
Percentage of Local Millages Paid	59.26%	59.26%		*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	*59.26%*	***59.26%***
Percentage of State & Local School Millages Paid	40.74%	40.74%		*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	*40.74%*	***40.74%***

Notes:

1 The most current available millage rates are utilized (Summer 2024 & Winter 2024) and are assumed to be in effect for the duration of the Plan. Actual rates are subject to change and may be higher or lower, and may include the elimination of existing millages and/or the addition of new millages.

Last revised: 1/8/2025

HōM Flats at 28 West Phase 3

1420 and 1440 28th St SW, and 1410 28 West Place SW, Wyoming, MI

Table 4e2 - PILOT Multifamily Taxes Paid to All Taxing Jurisdictions (excludes any Base Year/ ITV) During Brownfield Plan Tax Capture Period

	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS [1]	Multifamily Residential Apartment Units: Buildings, Improvements to Land & Land: Millage Rate Paid		Calendar/ Tax Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	Total Paid
		BP Years		BP Year Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
		2-30			PILOT on Multifamily Portion																														
-	**CITY OF WYOMING**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	City Operating	4.6828		-	557	1,908	2,649	2,701	2,754	2,808	2,863	2,920	2,977	3,035	3,095	3,156	3,218	3,281	3,345	3,411	3,477	3,546	3,615	3,686	3,758	3,832	3,907	3,983	4,061	4,140	4,221	4,304	4,388	$ 95,594
-	205-Public Safety	1.1959		-	142	487	677	690	703	717	731	746	760	775	790	806	822	838	854	871	888	905	923	941	960	979	998	1,017	1,037	1,057	1,078	1,099	1,121	$ 24,413
-	207-Police	1.1937		-	142	486	675	689	702	716	730	744	759	774	789	804	820	836	853	869	886	904	921	940	958	977	996	1,015	1,035	1,055	1,076	1,097	1,119	$ 24,368
-	206-Fire	0.7161		-	85	292	405	413	421	429	438	446	455	464	473	483	492	502	512	522	532	542	553	564	575	586	597	609	621	633	646	658	671	$ 14,618
-	208-Parks & Recreation	1.4326		-	170	584	810	826	843	859	876	893	911	929	947	965	984	1,004	1,023	1,043	1,064	1,085	1,106	1,128	1,150	1,172	1,195	1,219	1,242	1,267	1,291	1,317	1,342	$ 29,245
-	211-Sidewalk FDN	0.1910		-	23	78	108	110	112	115	117	119	121	124	126	129	131	134	136	139	142	145	147	150	153	156	159	162	166	169	172	176	179	$ 3,899
-	213-First Response	1.4880		-	177	606	842	858	875	892	910	928	946	964	983	1,003	1,022	1,042	1,063	1,084	1,105	1,127	1,149	1,171	1,194	1,218	1,241	1,266	1,290	1,316	1,341	1,368	1,394	$ 30,376
-	228-Solid Waste	0.4000		-	48	163	226	231	235	240	245	249	254	259	264	270	275	280	286	291	297	303	309	315	321	327	334	340	347	354	361	368	375	$ 8,166
-	272-Library/Park Maintenance	0.3532		-	42	144	200	204	208	212	216	220	225	229	233	238	243	247	252	257	262	267	273	278	283	289	295	300	306	312	318	325	331	$ 7,210
-	401-Capital Improvement	1.4960		-	178	610	846	863	880	897	915	933	951	970	989	1,008	1,028	1,048	1,069	1,090	1,111	1,133	1,155	1,177	1,201	1,224	1,248	1,272	1,297	1,323	1,349	1,375	1,402	$ 30,539
-	*Subtotal of Local Government Unit (LGU): Annual*	*13.1493*		$ -	$ 1,564	$ 5,358	$ 7,438	$ 7,585	$ 7,734	$ 7,885	$ 8,040	$ 8,198	8,359	8,523	8,690	8,861	9,035	9,212	9,393	9,577	9,764	9,956	10,151	10,350	10,552	10,759	10,970	11,184	11,403	11,626	11,854	12,085	12,322	$ 268,427
-	*Local Government Unit (LGU): Cumulative*			$ -	$ 1,564	$ 6,922	$ 14,360	$ 21,945	$ 29,679	$ 37,564	$ 45,604	$ 53,802	62,162	70,685	79,375	88,236	97,271	106,483	115,875	125,452	135,216	145,172	155,323	165,673	176,225	186,984	197,954	209,138	220,541	232,167	244,020	256,106	268,427	-
-	**KENT COUNTY & REGIONAL**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Kent County Operating	4.0987		-	487	1,670	2,319	2,364	2,411	2,458	2,506	2,555	2,606	2,657	2,709	2,762	2,816	2,871	2,928	2,985	3,044	3,103	3,164	3,226	3,289	3,354	3,419	3,486	3,554	3,624	3,695	3,767	3,841	$ 83,670
-	County Jail	0.7487		-	89	305	424	432	440	449	458	467	476	485	495	505	514	525	535	545	556	567	578	589	601	613	625	637	649	662	675	688	702	$ 15,284
-	County Zoo/Museum	0.4173		-	50	170	236	241	245	250	255	260	265	270	276	281	287	292	298	304	310	316	322	328	335	341	348	355	362	369	376	384	391	$ 8,519
-	County Child Development	0.2390		-	28	97	135	138	141	143	146	149	152	155	158	161	164	167	171	174	177	181	184	188	192	196	199	203	207	211	215	220	224	$ 4,879
-	County Senior	0.4961		-	59	202	281	286	292	298	303	309	315	322	328	334	341	348	354	361	368	376	383	390	398	406	414	422	430	439	447	456	465	$ 10,127
-	County Veterans	0.0496		-	6	20	28	29	29	30	30	31	32	32	33	33	34	35	35	36	37	38	38	39	40	41	41	42	43	44	45	46	46	$ 1,013
-	Interurban Transportation	1.3950		-	166	568	789	805	820	837	853	870	887	904	922	940	958	977	996	1,016	1,036	1,056	1,077	1,098	1,119	1,141	1,164	1,187	1,210	1,233	1,258	1,282	1,307	$ 28,477
-	**LIBRARY**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	District Library	1.1000		-	131	448	622	634	647	660	673	686	699	713	727	741	756	771	786	801	817	833	849	866	883	900	918	936	954	973	992	1,011	1,031	$ 22,455
-	**INTERMEDIATE SCHOOL DISTRICT (ISD)**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Kent ISD	5.4020		-	642	2,201	3,056	3,116	3,177	3,239	3,303	3,368	3,434	3,501	3,570	3,640	3,712	3,784	3,859	3,934	4,011	4,090	4,170	4,252	4,335	4,420	4,507	4,595	4,685	4,776	4,870	4,965	5,062	$ 110,275
-	**COMMUNITY COLLEGE**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Grand Rapids Community College	1.6951		-	202	691	959	978	997	1,017	1,036	1,057	1,078	1,099	1,120	1,142	1,165	1,188	1,211	1,235	1,259	1,283	1,309	1,334	1,360	1,387	1,414	1,442	1,470	1,499	1,528	1,558	1,588	$ 34,603
-	**LOCAL SCHOOL MILLAGES: excludes State School millages**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Wyoming School Debt (Only under PILOT is this millage allowed for capture)	6.1149		-	727	2,492	3,459	3,527	3,596	3,667	3,739	3,812	3,887	3,964	4,041	4,121	4,201	4,284	4,368	4,454	4,541	4,630	4,720	4,813	4,907	5,003	5,101	5,201	5,303	5,407	5,512	5,620	5,730	$ 124,828
-	*Subtotal of Non-LGU Local: Annual*	*21.7564*		$ -	$ 2,588	$ 8,865	$ 12,307	$ 12,549	$ 12,796	$ 13,047	$ 13,303	$ 13,564	13,831	14,102	14,379	14,661	14,949	15,242	15,541	15,845	16,156	16,472	16,795	17,124	17,460	17,801	18,150	18,505	18,867	19,236	19,612	19,996	20,387	$ 444,131
-	*Non-LGU Local: Cumulative*			$ -	$ 2,588	$ 11,453	$ 23,760	$ 36,309	$ 49,105	$ 62,152	$ 75,455	$ 89,020	102,850	116,953	131,331	145,993	160,941	176,183	191,724	207,569	223,725	240,197	256,992	274,117	291,576	309,378	327,527	346,032	364,900	384,136	403,748	423,744	444,131	-
-	**Total Local Tax: Annual**	**34.9057**		**$ -**	**$ 4,152**	**$ 14,224**	**$ 19,746**	**$ 20,134**	**$ 20,529**	**$ 20,932**	**$ 21,343**	**$ 21,763**	22,190	22,625	23,069	23,522	23,983	24,454	24,933	25,422	25,920	26,428	26,946	27,474	28,012	28,560	29,119	29,689	30,270	30,862	31,466	32,081	32,708	$ 712,558
-	*Total Local Tax: Cumulative*			$ -	$ 4,152	$ 18,375	$ 38,121	$ 58,254	$ 78,784	$ 99,716	$ 121,060	$ 142,822	165,012	187,637	210,707	234,229	258,212	282,666	307,599	333,021	358,941	385,369	412,315	439,789	467,801	496,362	525,481	555,170	585,440	616,303	647,769	679,850	712,558	-
-	**STATE SCHOOL MILLAGES: excludes Local School millages**	Millage Rate Paid	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	State Education Tax - SET	6.0000		-	714	2,445	3,394	3,461	3,529	3,598	3,669	3,741	3,814	3,889	3,965	4,043	4,123	4,203	4,286	4,370	4,455	4,543	4,632	4,723	4,815	4,909	5,005	5,103	5,203	5,305	5,409	5,514	5,622	$ 122,483
-	Wyoming Local School Operating - LSO	18.0000		-	2,141	7,335	10,182	10,382	10,586	10,794	11,006	11,222	11,443	11,667	11,896	12,130	12,368	12,610	12,857	13,110	13,366	13,628	13,895	14,168	14,445	14,728	15,016	15,310	15,610	15,915	16,226	16,543	16,867	$ 367,449
-	**Total State & Local School: Annual**	**24.0000**		$ -	**$ 2,854**	**$ 9,780**	**$ 13,576**	**$ 13,843**	**$ 14,115**	**$ 14,392**	**$ 14,675**	**$ 14,963**	15,257	15,556	15,862	16,173	16,490	16,814	17,143	17,479	17,822	18,171	18,527	18,890	19,260	19,637	20,022	20,413	20,813	21,220	21,635	22,058	22,489	$ 489,931
-	***Total State & Local School: Cumulative***			$ -	**$ 2,854**	**$ 12,634**	**$ 26,211**	**$ 40,054**	**$ 54,169**	**$ 68,561**	**$ 83,237**	**$ 98,200**	113,457	129,013	144,875	161,048	177,538	194,352	211,495	228,974	246,796	264,967	283,494	302,385	321,645	341,282	361,303	381,717	402,529	423,749	445,384	467,442	489,931	-
-	**TOTAL LOCAL and STATE & LOCAL SCHOOL TAX: ANNUAL**	**58.9057**		**$ -**	**$ 7,006**	**$ 24,003**	**$ 33,322**	**$ 33,977**	**$ 34,644**	**$ 35,325**	**$ 36,019**	**$ 36,726**	**$ 37,447**	**$ 38,182**	**$ 38,931**	**$ 39,695**	**$ 40,474**	**$ 41,267**	**$ 42,076**	**$ 42,901**	**$ 43,742**	**$ 44,599**	**$ 45,473**	**$ 46,364**	**$ 47,272**	**$ 48,197**	**$ 49,141**	**$ 50,103**	**$ 51,083**	**$ 52,082**	**$ 53,101**	**$ 54,139**	**$ 55,197**	**$ 1,202,490**
-	*TOTAL LOCAL and STATE & LOCAL SCHOOL TAX: CUMULATIVE*			$ -	$ 7,006	$ 31,009	$ 64,331	$ 98,308	$ 132,953	$ 168,278	$ 204,296	$ 241,022	$ 278,469	$ 316,650	$ 355,581	$ 395,276	$ 435,750	$ 477,017	$ 519,094	$ 561,995	$ 605,737	$ 650,337	$ 695,810	$ 742,174	$ 789,446	$ 837,643	$ 886,784	$ 936,887	$ 987,970	$ 1,040,052	$ 1,093,153	$ 1,147,292	$ 1,202,490	-
	Percentage of Local Millages Paid	59.26%		0.00%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	59.26%	***57.28%***
	Percentage of State & Local School Millages Paid	40.74%		0.00%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	40.74%	***39.38%***

Notes:

1 The most current available millage rates are utilized (Summer 2024 & Winter 2024) and are assumed to be in effect for the duration of the Plan. Actual rates are subject to change and may be higher or lower, and may include the elimination of existing millages and/or the addition of new millages.

Last revised: 1/8/2025

HōM Flats at 28 West Phase 3

1420 and 1440 28th St SW, and 1410 28 West Place SW, Wyoming, MI

Table 4e3 - MSA Paid: Multifamily Apartments (MSA BP Years 2-30)

		All Property			MSA on Multifamily Portion																														
	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS		Calendar/ Tax Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	Total
			BP Year Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
		BP Years																																
		2-30																																
-	CITY OF WYOMING	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	TOTAL MSA PAID: ANNUAL	-		$ -	$ 14,012	$ 48,007	$ 66,644	$ 67,954	$ 69,289	$ 70,650	$ 72,037	$ 73,452	$ 74,894	$ 76,364	$ 77,862	$ 79,390	$ 80,947	$ 82,535	$ 84,153	$ 85,803	$ 87,484	$ 89,199	$ 90,946	$ 92,728	$ 94,544	$ 96,395	$ 98,282	$ 100,205	$ 102,166	$ 104,165	$ 106,202	$ 108,278	$ 110,395	$ 2,404,979
-	*TOTAL MSA PAID: CUMULATIVE*			*$ -*	*$ 14,012*	*$ 62,019*	*$ 128,663*	*$ 196,617*	*$ 265,905*	*$ 336,555*	*$ 408,592*	*$ 482,044*	*$ 556,937*	*$ 633,301*	*$ 711,163*	*$ 790,553*	*$ 871,500*	*$ 954,034*	*$ 1,038,187*	*$ 1,123,990*	*$ 1,211,475*	*$ 1,300,673*	*$ 1,391,620*	*$ 1,484,348*	*$ 1,578,892*	*$ 1,675,286*	*$ 1,773,568*	*$ 1,873,774*	*$ 1,975,940*	*$ 2,080,104*	*$ 2,186,306*	*$ 2,294,584*	*$ 2,404,979*	-

Last revised: 1/8/2025

HöM Flats at 28 West Phase 3

1420 and 1440 28th St SW, and 1410 28 West Place SW, Wyoming, MI

Table 4f - Taxes Not Captured (50% PILOT) and MSA Payments (50%) because of Tax Sharing with Taxing Jurisdictions or because Tax Capture is Not Allowed by BRA (Debt levy) (excludes any Base Year/ ITV)

	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS [1]	Calendar/ Tax Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	Total
		BP Year Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
-	**CITY OF WYOMING**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	City Operating		-	307	1,053	1,462	1,491	1,520	1,550	1,580	1,611	1,643	1,675	1,708	1,742	1,776	1,811	1,846	1,882	1,919	1,957	1,995	2,034	2,074	2,115	2,156	2,198	2,241	2,285	2,330	2,375	2,422	**$ 52,759**
-	205-Public Safety		-	79	269	373	381	388	396	404	412	420	428	436	445	453	462	471	481	490	500	510	519	530	540	551	561	572	584	595	607	618	**$ 13,474**
-	207-Police		-	78	268	373	380	387	395	403	411	419	427	435	444	453	462	471	480	489	499	509	519	529	539	550	560	571	582	594	605	617	**$ 13,449**
-	206-Fire		-	47	161	224	228	232	237	242	246	251	256	261	266	272	277	282	288	293	299	305	311	317	323	330	336	343	349	356	363	370	**$ 8,068**
-	208-Parks & Recreation		-	94	322	447	456	465	474	483	493	503	512	523	533	543	554	565	576	587	599	610	622	635	647	660	672	686	699	713	727	741	**$ 16,140**
-	211-Sidewalk FDN		-	13	43	60	61	62	63	64	66	67	68	70	71	72	74	75	77	78	80	81	83	85	86	88	90	91	93	95	97	99	**$ 2,152**
-	213-First Response		-	98	335	465	474	483	492	502	512	522	532	543	553	564	575	587	598	610	622	634	646	659	672	685	699	712	726	740	755	770	**$ 16,765**
-	228-Solid Waste		-	26	90	125	127	130	132	135	138	140	143	146	149	152	155	158	161	164	167	170	174	177	181	184	188	191	195	199	203	207	**$ 4,507**
-	272-Library/Park Maintenance		-	23	79	110	112	115	117	119	122	124	126	129	131	134	137	139	142	145	148	150	153	156	159	163	166	169	172	176	179	183	**$ 3,979**
-	401-Capital Improvement		-	98	336	467	476	486	495	505	515	525	535	546	556	567	578	590	601	613	625	637	650	663	676	689	702	716	730	744	759	774	**$ 16,855**
-	**CITY OF WYOMING**																																**$ -**
-	MSA Payment to City of Wyoming		-	7,006	24,003	33,322	33,977	34,644	35,325	36,019	36,726	37,447	38,182	38,931	39,695	40,474	41,267	42,076	42,901	43,742	44,599	45,473	46,364	47,272	48,197	49,141	50,103	51,083	52,082	53,101	54,139	55,197	**$ 1,202,490**
-	*Subtotal of Local Government Unit (LGU): Annual*		*$ -*	*$ 7,869*	*$ 26,961*	*$ 37,427*	*$ 38,163*	*$ 38,913*	*$ 39,677*	*$ 40,456*	*$ 41,250*	*$ 42,060*	*$ 42,886*	*$ 43,727*	*$ 44,585*	*$ 45,460*	*$ 46,351*	*$ 47,260*	*$ 48,187*	*$ 49,131*	*$ 50,094*	*$ 51,075*	*$ 52,076*	*$ 53,096*	*$ 54,135*	*$ 55,195*	*$ 56,275*	*$ 57,376*	*$ 58,499*	*$ 59,643*	*$ 60,809*	*$ 61,998*	**$ 1,350,636**
-	*Local Government Unit (LGU): Cumulative*		*$ -*	*$ 7,869*	*$ 34,830*	*$ 72,257*	*$ 110,420*	*$ 149,332*	*$ 189,009*	*$ 229,465*	*$ 270,716*	*$ 312,776*	*$ 355,662*	*$ 399,389*	*$ 443,974*	*$ 489,434*	*$ 535,785*	*$ 583,046*	*$ 631,233*	*$ 680,364*	*$ 730,458*	*$ 781,533*	*$ 833,609*	*$ 886,705*	*$ 940,840*	*$ 996,036*	*$ 1,052,311*	*$ 1,109,687*	*$ 1,168,186*	*$ 1,227,829*	*$ 1,288,638*	*$ 1,350,636*	-
-	**KENT COUNTY & REGIONAL**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Kent County Operating		-	269	922	1,280	1,305	1,330	1,357	1,383	1,410	1,438	1,466	1,495	1,524	1,554	1,585	1,616	1,647	1,680	1,713	1,746	1,780	1,815	1,851	1,887	1,924	1,962	2,000	2,039	2,079	2,120	**$ 46,178**
-	County Jail		-	49	168	234	238	243	248	253	258	263	268	273	278	284	289	295	301	307	313	319	325	332	338	345	351	358	365	372	380	387	**$ 8,435**
-	County Zoo/Museum		-	27	94	130	133	135	138	141	144	146	149	152	155	158	161	165	168	171	174	178	181	185	188	192	196	200	204	208	212	216	**$ 4,701**
-	County Child Development		-	16	54	75	76	78	79	81	82	84	85	87	89	91	92	94	96	98	100	102	104	106	108	110	112	114	117	119	121	124	**$ 2,693**
-	County Senior		-	33	112	155	158	161	164	167	171	174	177	181	185	188	192	196	199	203	207	211	216	220	224	228	233	237	242	247	252	257	**$ 5,589**
-	County Veterans		-	3	11	15	16	16	16	17	17	17	18	18	18	19	19	20	20	20	21	21	22	22	22	23	23	24	24	25	25	26	**$ 559**
-	Interurban Transportation		-	92	314	436	444	453	462	471	480	489	499	509	519	529	539	550	561	572	583	594	606	618	630	642	655	668	681	694	708	721	**$ 15,717**
-	**LIBRARY**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	District Library		-	72	247	343	350	357	364	371	379	386	394	401	409	417	425	434	442	451	460	469	478	487	497	506	516	526	537	547	558	569	**$ 12,393**
-	**INTERMEDIATE SCHOOL DISTRICT (ISD)**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Kent ISD		-	355	1,215	1,687	1,720	1,753	1,788	1,823	1,859	1,895	1,932	1,970	2,009	2,048	2,089	2,130	2,171	2,214	2,257	2,302	2,347	2,393	2,439	2,487	2,536	2,585	2,636	2,688	2,740	2,794	**$ 60,861**
-	**COMMUNITY COLLEGE**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Grand Rapids Community College		-	111	381	529	540	550	561	572	583	595	606	618	630	643	655	668	681	695	708	722	736	751	765	780	796	811	827	843	860	877	**$ 19,098**
-	**LOCAL SCHOOL MILLAGES: excludes State School millages**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Wyoming School Debt (Ad Valorem portion)		25,537	682	1,878	2,511	2,651	2,795	2,943	3,094	3,250	3,410	3,575	3,744	3,917	4,096	4,279	4,467	4,660	4,859	5,063	5,272	5,488	5,709	5,937	6,170	6,411	6,658	6,911	7,172	7,440	7,715	**$ 158,291**
-	*Subtotal of Non-LGU Local: Annual*		*$ 25,537*	*$ 1,709*	*$ 5,395*	*$ 7,394*	*$ 7,630*	*$ 7,872*	*$ 8,119*	*$ 8,373*	*$ 8,633*	*$ 8,898*	*$ 9,170*	*$ 9,449*	*$ 9,734*	*$ 10,027*	*$ 10,326*	*$ 10,633*	*$ 10,947*	*$ 11,269*	*$ 11,599*	*$ 11,936*	*$ 12,282*	*$ 12,637*	*$ 13,000*	*$ 13,372*	*$ 13,753*	*$ 14,144*	*$ 14,544*	*$ 14,954*	*$ 15,374*	*$ 15,804*	**$ 334,516**
-	*Non-LGU Local: Cumulative*		*$ 25,537*	*$ 27,246*	*$ 32,641*	*$ 40,036*	*$ 47,666*	*$ 55,537*	*$ 63,657*	*$ 72,030*	*$ 80,662*	*$ 89,560*	*$ 98,731*	*$ 108,179*	*$ 117,914*	*$ 127,941*	*$ 138,267*	*$ 148,900*	*$ 159,847*	*$ 171,117*	*$ 182,715*	*$ 194,652*	*$ 206,934*	*$ 219,571*	*$ 232,571*	*$ 245,943*	*$ 259,696*	*$ 273,840*	*$ 288,384*	*$ 303,337*	*$ 318,711*	*$ 334,516*	-
-	**Total Local: Annual**		**$ 25,537**	**$ 9,578**	**$ 32,356**	**$ 44,822**	**$ 45,793**	**$ 46,784**	**$ 47,796**	**$ 48,829**	**$ 49,883**	**$ 50,958**	**$ 52,056**	**$ 53,176**	**$ 54,320**	**$ 55,487**	**$ 56,678**	**$ 57,893**	**$ 59,134**	**$ 60,400**	**$ 61,693**	**$ 63,012**	**$ 64,358**	**$ 65,733**	**$ 67,135**	**$ 68,567**	**$ 70,029**	**$ 71,520**	**$ 73,043**	**$ 74,597**	**$ 76,183**	**$ 77,802**	**$ 1,685,152**
-	*Total Local: Cumulative*		*$ 25,537*	*$ 35,115*	*$ 67,471*	*$ 112,293*	*$ 158,085*	*$ 204,870*	*$ 252,666*	*$ 301,495*	*$ 351,378*	*$ 402,336*	*$ 454,392*	*$ 507,568*	*$ 561,888*	*$ 617,375*	*$ 674,052*	*$ 731,946*	*$ 791,080*	*$ 851,480*	*$ 913,173*	*$ 976,185*	*$ 1,040,543*	*$ 1,106,276*	*$ 1,173,411*	*$ 1,241,978*	*$ 1,312,007*	*$ 1,383,527*	*$ 1,456,570*	*$ 1,531,166*	*$ 1,607,349*	*$ 1,685,152*	-
-	**STATE SCHOOL MILLAGES: excludes Local School millages**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	State Education Tax - SET		-	394	1,349	1,873	1,910	1,948	1,986	2,025	2,065	2,105	2,146	2,189	2,231	2,275	2,320	2,365	2,412	2,459	2,507	2,556	2,606	2,657	2,709	2,762	2,817	2,872	2,928	2,985	3,043	3,103	**$ 67,599**
-	Wyoming Local School Operating - LSO		-	1,182	4,048	5,620	5,730	5,843	5,957	6,074	6,194	6,315	6,439	6,566	6,694	6,826	6,960	7,096	7,235	7,377	7,522	7,669	7,819	7,972	8,128	8,287	8,450	8,615	8,784	8,955	9,130	9,309	**$ 202,796**
-	**Total State & Local School: Annual**		**$ -**	**$ 1,575**	**$ 5,397**	**$ 7,493**	**$ 7,640**	**$ 7,790**	**$ 7,943**	**$ 8,099**	**$ 8,258**	**$ 8,420**	**$ 8,586**	**$ 8,754**	**$ 8,926**	**$ 9,101**	**$ 9,279**	**$ 9,461**	**$ 9,647**	**$ 9,836**	**$ 10,029**	**$ 10,225**	**$ 10,426**	**$ 10,630**	**$ 10,838**	**$ 11,050**	**$ 11,266**	**$ 11,487**	**$ 11,711**	**$ 11,940**	**$ 12,174**	**$ 12,412**	**$ 270,395**
-	***Total State & Local School: Cumulative***		***$ -***	***$ 1,575***	***$ 6,973***	***$ 14,466***	***$ 22,106***	***$ 29,896***	***$ 37,839***	***$ 45,939***	***$ 54,197***	***$ 62,617***	***$ 71,203***	***$ 79,957***	***$ 88,883***	***$ 97,984***	***$ 107,263***	***$ 116,725***	***$ 126,372***	***$ 136,208***	***$ 146,237***	***$ 156,462***	***$ 166,887***	***$ 177,517***	***$ 188,355***	***$ 199,405***	***$ 210,671***	***$ 222,158***	***$ 233,869***	***$ 245,809***	***$ 257,983***	***$ 270,395***	-
-	**TOTAL LOCAL and STATE & LOCAL SCHOOL: ANNUAL**		**$ 25,537**	**$ 11,154**	**$ 37,753**	**$ 52,315**	**$ 53,433**	**$ 54,575**	**$ 55,740**	**$ 56,928**	**$ 58,141**	**$ 59,379**	**$ 60,642**	**$ 61,930**	**$ 63,245**	**$ 64,588**	**$ 65,957**	**$ 67,355**	**$ 68,781**	**$ 70,236**	**$ 71,721**	**$ 73,237**	**$ 74,784**	**$ 76,362**	**$ 77,973**	**$ 79,617**	**$ 81,295**	**$ 83,007**	**$ 84,754**	**$ 86,537**	**$ 88,357**	**$ 90,214**	**$ 1,955,547**
-	*TOTAL LOCAL and STATE & LOCAL SCHOOL: CUMULATIVE*		*$ 25,537*	*$ 36,691*	*$ 74,444*	*$ 126,758*	*$ 180,191*	*$ 234,766*	*$ 290,505*	*$ 347,434*	*$ 405,575*	*$ 464,953*	*$ 525,595*	*$ 587,525*	*$ 650,771*	*$ 715,359*	*$ 781,316*	*$ 848,671*	*$ 917,452*	*$ 987,688*	*$ 1,059,410*	*$ 1,132,647*	*$ 1,207,431*	*$ 1,283,793*	*$ 1,361,766*	*$ 1,441,383*	*$ 1,522,678*	*$ 1,605,685*	*$ 1,690,439*	*$ 1,776,976*	*$ 1,865,333*	*$ 1,955,547*	-

Notes:

1 The most current available millage rates are utilized (Summer 2024 & Winter 2024) and are assumed to be in effect for the duration of the Plan. Actual rates are subject to change and may be higher or lower, and may include the elimination of existing millages and/or the addition of new millages.

Last revised: 1/8/2025

ATTACHMENTS

ATTACHMENT A

Brownfield Plan Resolutions and Public Hearing Notice

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 Monday, January 27, 2025 in the East Conference Room, Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan:

Board members present: _____

Board members absent: _____

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

RESOLUTION NO. ____

RESOLUTION APPROVING AND RECOMMENDING CITY COUNCIL APPROVAL OF BROWNFIELD PLAN FOR HōM FLATS AT 28 WEST PLACE PHASE 3 PROJECT, A REIMBURSEMENT AGREEMENT FOR THE SAME PROJECT, AND AN AGREEMENT WITH THE DOWNTOWN DEVELOPMENT AUTHORITY FOR TRANSFER AND USE OF TAX INCREMENT REVENUES

WHEREAS:

1. In late 2021, the City of Wyoming began significant investment in furtherance of its city center project, with advances of funds to this body to purchase the remaining parts to the former Studio 28 site and to use in furtherance of the purchase of the Wyoming Village Mall and funding the pedestrian/bicycling bridge spanning 28th Street and construction various trail segments.
2. Since then, the use of tax, increment revenues pursuant to the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq*. (**Act 381**) has been contemplated to ensure the resulting redevelopment includes attributes more consistent with a walkable, urban city center than with an auto-centric suburban development pattern.
3 Recent amendments to Act 381 now provide for (i) its application to housing developments, (ii) capturing amounts paid by developers as payments in lieu of taxes as well as *ad valorem* property taxes and specific local taxes, and (iii) for approvals of housing related Act 381 work plans by the Michigan State Housing Development Authority (**MSHDA**) rather than by the Michigan Strategic Fund Board, Michigan Economic Development Corporation, and/or the Department of Environment, Great Lakes and Energy.
4. 28WPhaseThree LDHA LP seeks reimbursement from tax increment revenues for aspects of its housing development on property located at 1420 28th St SW (PP# 41-17-14-126-026), 1440 28th St SW (PP# 41-17-14-126-025), and 1410 28 West Pl SW (PP# 41-17-14-126-02&) (together the **subject property**) of costs incurred to address asbestos abatement, demolition and site preparation, construction of a parking structure with green space on top, certain open spaces and walkways, added building heights, and other attributes consistent with city center visioning.
5. The subject property is "eligible property" as defined in Act 381 because it is housing property on which eligible activities are identified in the brownfield plan (defined below) as provided in MCL 125.2652(p)((ii); MCL 125.2652(o)(i)(D), (E), (F), and/or (G); and MCL 125.2652(o)(ii).
6. A proposed brownfield plan has been prepared for the subject property that complies with the requirements in Act 381 and provides for reimbursement of costs of conducting eligible activities on Site 36 in accordance with Act 381 that are approved in the future by this body and then subsequently approved by MSHDA (the **brownfield plan**).
7. The Downtown Development Authority of the City of Wyoming's (**DDA's**) tax increment financing and downtown development plans include the capture of tax increment revenues from the subject property but the DDA is amenable to transmitting those revenues to this body for use in accordance with the brownfield plan, the Work Plan (defined below), and the Reimbursement Agreement (defined below).

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 provides for eligible activities on housing property as defined in Act 381.

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 planning 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. The chair and secretary of this body are authorized and directed to prepare, sign, deliver and implement a reimbursement agreement that is (i) consistent with this resolution, (ii) consistent with the brownfield plan as approved by the Wyoming City Council, and (iii) consistent with an Act 381 work plan (Work Plan) approved the secretary of this body, the Wyoming city manager, the City of Wyoming's designated legal counsel, and MSHDA (**Reimbursement Agreement**).

4. The Agreement for Transfer and Use of Tax Increment Revenues between this body and the DDA is approved in substantially the form provided to this body at this meeting, subject to such changes as are approved by the secretary of this body, the Wyoming city manager, the City of Wyoming's designated legal counsel.

5. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Motion Carried Yes _____
No _____

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 January 27, 2025.

Date: _____, 2025

_____
Nicole Hofert, Secretary
City of Wyoming Brownfield Redevelopment Authority

CITY COUNCIL
CITY OF WYOMING, MICHIGAN

NOTICE OF PUBLIC HEARING
ON A
PROPOSED BROWNFIELD PLAN
FOR THE
HoM FLATS AT 28 WEST PLACE PHASE III, 1420 and 1440 28th ST SW AND 1410 28 WEST PLACE SW, WYOMING, MICHIGAN

The City Council of the City of Wyoming, Michigan will hold a public hearing at 7:01 p.m. on Monday, February 17, 2025, in the City Council Chambers, Wyoming City Hall, 1155 28th St SW, Wyoming, MI 49509, before considering approval of a brownfield plan for the HoM Flats at 28 West Place Phase III Project, pursuant to the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq*. The proposed brownfield property is comprised of three parcels, the approximately 1.99-acre parcel lying south of 28th St SW and west of 28 West Place, 1420 28th ST SW, parcel # 41-17-14-126-026, owned by Developer, and the approximately 2.2-acre lying parcel south of 28th St SW and west of 28 West Place, 1440 28th St SW, parcel # 41-17-14-126-025, owned by Developer, and the 2.34-acre parcel laying south of 28th ST SW and west of 28 West Place, 1410 28 West Place SW, parcel # 41-17-14-126-027, owned by Developer.

The proposed brownfield plan, maps and other documents related to the proposed brownfield plan are available for public inspection in the office of the Wyoming City Clerk, 1155 28th St SW, Wyoming, MI 49509 or online at: https://www.wyomingmi.gov/About-Wyoming/City-Departments/Community-Economic-Development/Economic-Development-Brownfield-Redevelopment.

All aspects of the proposed plan are open for discussion at the public hearing. All interested persons will have the opportunity to be heard. All written communications concerning the plan will be accepted at that hearing and considered. Copies of written communications submitted to the Wyoming City Clerk by 4:30 p.m. on the day of the public hearing will be distributed to all Wyoming City Council Members before the hearing.

Kelli A. VandenBerg, City Clerk

Requirements for notice: Not less than 10 days before the hearing on the brownfield plan, the governing body shall provide notice of the hearing to the taxing jurisdictions that levy taxes subject to capture under this act. The authority shall notify the taxing jurisdictions of the proposed brownfield plan. At that hearing, an official from a taxing jurisdiction with millage that would be subject to capture under this act has the right to be heard in regard to the adoption of the brownfield plan. Not less than 10 days before the hearing on the brownfield plan, the governing body shall provide notice of the hearing to the department if the brownfield plan involves the use of taxes levied for school operating purposes to pay for eligible activities that require the approval of a combined brownfield plan or a work plan by the department under section 13b(6)(c) and the Michigan strategic fund, or its designee, if the brownfield plan involves the use of taxes levied for school operating purposes to pay for eligible activities subject to section 13b(4).

ATTACHMENT B

Brownfield Development and Reimbursement Agreement

REIMBURSEMENT AGREEMENT

(1410, 1420 and 1440 28th Street SW – HōM Flats at 28 West Phase 3)

This Reimbursement Agreement is made as of _____ ___, 2025, between the City of Wyoming Brownfield Redevelopment Authority, a public body corporate of 1155 28th St SW, Wyoming, MI 49509 (**WBRA**), and 28WPHASETHREE Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership of 220 Lyon St NW, Ste 500, Grand Rapids, MI 49503 (**Partnership**).

RECITALS

A. HōM Flats at 28 West Phase 3 (**Property**) is comprised of the following three (3) parcels: (i) 1440 28th Street SW, consisting of approximately 2.213 acres and having a Parcel No. 41-17-14-126-025; (ii) 1420 28th Street SW, consisting of approximately 2.005 acres and having a Parcel No. 41-17-14-126-026; and (iii) 1410 28th Street SW, consisting of approximately 2.351 acres and having a Parcel No. 41-17-14-126-027.

B. The Property is "eligible property" as defined in the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq*. (**Act 381**) because the Property is considered "eligible property" as defined by Act 381, Section 2, because (i) the Property was previously utilized or is currently utilized for commercial purposes; (ii) the Property meets the definition of a "housing property" under Act 381; and (iii) the Property is located within the City of Wyoming, a qualified local governmental unit, or "core community," under Act 381.

C. On January 27, 2025, WBRA recommended approval and, on February __, 2025, the City of Wyoming (**City**) approved a brownfield plan prepared pursuant to Act 381 (**Brownfield Plan**), that provides for reimbursements from captured tax increment revenues generated from redevelopment of the Property of costs incurred by for environmental and non-environmental eligible activities (as defined in the Brownfield Plan) undertaken pursuant to a WBRA-approved and MSHDA-approved Act 381 work plan.

D. On _____, 2025, WBRA approved an Act 381 work plan (**Work Plan**) for reimbursement to the Partnership for a portion of the costs the Partnership incurs to construct HōM Flats at 28 West Phase 3, a mixed-use multi-building redevelopment, including multifamily residential apartments and commercial components (**Project**), consisting of 225 residential units, all of which will be revenue-generating rental units and which units will be restricted to households earning 40, 50, 60, 70, and 80 percent or less of the area median income (**AMI**) as defined by the United States Department of Housing and Urban Development (**HUD**).

E. The Work Plan was submitted to the Michigan State Housing Development Authority (**MSHDA**) for approval with approvals anticipated soon.

TERMS AND CONDITIONS

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

1. Reimbursements. Reimbursements to the Partnership for the costs of Eligible Activities that are undertaken as a part of the Project on the Property pursuant the Work Plan (provided it is approved by MSHDA) and Brownfield Plan, shall be made subject to the following:

A. Reimbursements will be made only from tax increment revenues, payments in lieu of taxes made pursuant to a tax exemption granted under section 15a of the Michigan State Housing Development Authority Act, and municipal service fees paid under a Municipal Services Agreement dated as of January 7, 2025 between the Partnership and the City that are actually captured by WBRA, as provided in the Brownfield Plan (**Captured Revenues**).

B. Reimbursements will be made only for costs of Eligible Activities undertaken in furtherance of the Project that are consistent with the Work Plan approved by MSHDA.

C. Reimbursements from Captured Revenues will be allocated and prioritized as provided in the Brownfield Plan and in accordance with this Agreement.

D. Requests for reimbursement shall include the following documentation:

1. Reference to the provisions of the Work Plan that include the Eligible Activities for which reimbursement is sought.

2. A written statement detailing the costs of Eligible Activities.

3. A written explanation as to why reimbursement is appropriate under the Brownfield Plan, the Work Plan, and this Agreement.

4. Copies of invoices from the consultants, contractors, engineers, attorneys, or others who provided services relating to the costs of Eligible Activities. Invoices for services completed for hourly rates shall include detailed time records for costs of Eligible Activities.

5. Detailed time records and pay rates for any Eligible Activities performed by the Partnership's personnel.

6. Copies of waivers of liens by the contractors, subcontractors, and material suppliers.

7. Copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought.

8. A statement from the engineer or project manager overseeing the work recommending payment.

9. Proof that the party requesting reimbursement has paid the costs for which reimbursement is sought.

10. Any other information which may be required by state authorities or reasonably required by WBRA.

F. Within 45 days of its receipt of documentation required under the preceding subsection C, WBRA shall review the reimbursement request and supporting documentation and determine whether (i) all the costs are costs for Eligible Activities, (ii) all required documentation has been provided, (iii) all costs and all Eligible Activities comply with the Brownfield Plan and Act 381 Work Plan, (iv) all costs are accurately accounted for (*i.e.*, there are not mathematical errors, misplaced decimal points, omitted or duplicated line items, etc.), and (v) there are Captured Revenues from which to make the reimbursement in accordance with the Brownfield Plan and this Agreement.

1. If WBRA determines that the reimbursement request meets the criteria stated above, WBRA shall pay the reimbursement as provided below.

2. If WBRA believes that any part of the reimbursement request does not meet the above criteria, WBRA shall notify the Partnership in writing of WBRA's determination and the reasons for that determination. The Partnership shall have 30 days to address WBRA's determination. The Partnership or its representatives may meet with WBRA's representatives or, if the WBRA Board consents, meet with WBRA's Board to address questions WBRA's determination.

3. If WBRA and the Partnership do not resolve the disputed request for reimbursement as provided in the preceding subsection 2, the disputed items shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If WBRA and the Partnership are unable to agree upon a knowledgeable professional, then WBRA shall choose an independent knowledgeable professional and the Partnership shall choose an independent knowledgeable professional to review WBRA's decision. If and to the extent that the two knowledgeable professionals so selected agree that disputed items submitted in the reimbursement request properly documented and accurate costs of Eligible Activities in conformance with this Agreement and the Brownfield Plan, then the Partnership shall be reimbursed those costs in accordance with this Agreement. The fees for the professionals contemplated by this paragraph shall be reimbursed from Captured Revenues. Regardless of any other provision in this Agreement, any cost that MSHDA determines in its review and approval of an Act 318 work plan not to be a cost of an Eligible Activity or not in conformance with the Brownfield Plan, the Act 381 Work Plan, or Act 381 will not be reimbursed to any party.

E. Reimbursements will normally be made once annually following collection of the winter tax bill (*i.e.*, in March or April of a year following receipt of taxes levied in the preceding year).

F. Reimbursement obligations under this Agreement will terminate upon the earliest of any of the following:

1. All Captured Revenues collected or to be collected in compliance with the Brownfield Plan have been expended.

2. All costs of Eligible Activities conducted in accordance with (i) the Brownfield Plan and (ii) Work Plan have been fully paid.

3. Expiration, termination, or abolition of the Brownfield Plan.

4. The Partnership has been reimbursed the maximum aggregate amount of reimbursements of $3,195,687.

5. Expiration or termination of this Agreement.

6. If the obligation is to reimburse the Partnership, any of the following occurs:

a. On or before December 31, 2028, the Project has not been substantially completed in accordance with a site plan approved by City pursuant to City's zoning ordinance.

b. The Partnership terminates its existence or fails to file documents required to do business in Michigan.

c. The Property is put into the control of a receiver or the Partnership files for bankruptcy or dissolution.

G. If due to an appeal of the taxable value of the Property, a recalculation of the payment in lieu of taxes or municipal services fee, or for any other reason, any Captured Revenues need to be repaid to the entity(ies) making any of those payments, the amount paid to the Partnership under any subsequent payment due under this Agreement shall be reduced in an amount equal to any such repayment including all principal and any interest or other amounts repaid.

2. Indemnification. The Partnership shall defend, indemnify, and hold City and WBRA, and their directors, officers, employees, agents and representatives (**Indemnified Persons**) harmless from any loss, expense (including reasonable attorney fees) or liability due to demands, claims, lawsuits, actions, civil or administrative proceedings, judgments, awards, or other losses arising from injuries to persons or property as a result of the as a result of the acts or omissions of the Partnership, or the Partnership's partners, officers, directors, employees, agents, contractors, or subcontractors related to the Partnership's ownership, operation, use or maintenance of the Property during the term of this Agreement, except to the extent resulting from the negligence or actions of any of the Indemnified Persons.

3. Term. This Agreement shall terminate upon the earlier of (i) when all reimbursements required under this Agreement have been made, (ii) expiration of the obligation to make such reimbursements, (iii) expiration, termination or abolition of the Brownfield Plan, or (iv) December 31, 2056 (which is one (1) year following the final year of capture under the Brownfield Plan).

4. General Provisions.

A. A notice, request or other communication to any party pursuant to this Agreement shall be in writing and shall be deemed given when (i) delivered personally, (ii) when actually delivered by FedEx, UPS or similar delivery service, (iii) when delivered and acknowledged by e-mail, or (iv) 14 days after mailing by first class UPPS mail to another party at the addresses first set forth above, unless the other party has designated in writing a different address for the serving of notices by a notice given in compliance with this subsection.

B. This Agreement is the entire agreement between the parties as to its subject matter. It cannot be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. The captions are for reference only and shall not affect the interpretation of this Agreement. However, the recitals are an integral part of this Agreement.

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

D. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts taken together shall constitute but one and the same Agreement.

E. This Agreement and the rights and obligations under this Agreement are unassignable and nontransferable without the consent of the other parties which shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall be binding upon any successors or permitted assigns of the parties. This Agreement shall be enforceable only by the parties and no other person shall have a right to enforce any provision contained herein.

F. This Agreement and rights and obligations of the parties under this Agreement shall be governed by and interpreted under the Michigan law. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Agreement shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

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

City of Wyoming Brownfield Redevelopment Authority

By:_____
Tom Brann, Chair

By:_____
Nicole Hofert, Secretary

Date signed: January __, 2025

Partnership

28WPHASETHREE Limited Dividend Housing Association Limited Partnership,
a Michigan limited partnership

By: Magnus28WPhase Three LLC,
a Michigan limited liability company
Its: General Partner

By: _____
Vishal Arora
Its: Authorized Representative

CITY OF WYOMING BUDGET AMENDMENT

Date: February 17, 2025 **Budget Amendment No. 031**

To the Wyoming City Council:

A budget amendment is requested to reappropriate $9,500,000 of internal service fund reserves to the City's unfunded pension liability through a net neutral refund to and contribution from the originating departments in accordance with the attachment.

Summary of Changes by Fund	Revenue	Expense	Change in Fund Balance
Workers Compensation Insurance Fund	$ (3,000,000.00)		$ (3,000,000.00)
Health Insurance Fund	$ (6,500,000.00)		$ (6,500,000.00)
Pension Fund	$ 9,500,000.00		$ 9,500,000.00

Recommended: _____ _____
Senior Accountant City Manager

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

Motion carried: Yes _____, No _____

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

_____
City Clerk

ATTACHMENT
City of Wyoming
Budget Amendment No. 31
February 17, 2025

Refund from Workers Compensation Insurance Fund

Account	Fund	Department	Description	Revenue	Expense
682-643.005	Workers Comp Insurance Fund		Income-Workers Comp Ins Premium	(3,000,000)	
				(3,000,000)	
101-172-17200-719.000	General Fund	City Manager	Workers Comp Insurance Expense		(5,365)
101-191-19100-719.000	General Fund	Finance	Workers Comp Insurance Expense		(2,671)
101-191-25300-719.000	General Fund	Treasury	Workers Comp Insurance Expense		(1,053)
101-215-21500-719.000	General Fund	Clerk	Workers Comp Insurance Expense		(1,874)
101-215-26200-719.000	General Fund	Clerk-Elections	Workers Comp Insurance Expense		(584)
101-228-22800-719.000	General Fund	I.T.	Workers Comp Insurance Expense		(3,910)
101-257-25700-719.000	General Fund	Assessor	Workers Comp Insurance Expense		(24,350)
101-265-26500-719.000	General Fund	Facilities	Workers Comp Insurance Expense		(11,743)
101-266-26600-719.000	General Fund	Attorney	Workers Comp Insurance Expense		(1,672)
101-286-28600-719.000	General Fund	Court	Workers Comp Insurance Expense		(13,964)
101-286-28610-719.000	General Fund	Court-Building	Workers Comp Insurance Expense		(4,009)
101-286-29500-719.000	General Fund	Court-Probation	Workers Comp Insurance Expense		(17,487)
101-701-70100-719.000	General Fund	Planning	Workers Comp Insurance Expense		(1,896)
101-701-70200-719.000	General Fund	Planning-BZA	Workers Comp Insurance Expense		(39)
110-191-27200-719.000	Allocation Fund	Housing	Workers Comp Insurance Expense		(38,087)
202-441-46300-719.000	Major Streets	Street Maintenance	Workers Comp Insurance Expense		(82,105)
202-441-47400-719.000	Major Streets	Traffic Services	Workers Comp Insurance Expense		(62,295)
202-441-47800-719.000	Major Streets	Winter Maintenance	Workers Comp Insurance Expense		(22,378)
203-441-46300-719.000	Local Streets	Street Maintenance	Workers Comp Insurance Expense		(46,785)
203-441-47400-719.000	Local Streets	Traffic Services	Workers Comp Insurance Expense		(29,962)
203-441-47800-719.000	Local Streets	Winter Maintenance	Workers Comp Insurance Expense		(20,431)
205-301-30500-719.000	Public Safety	Police-Admin	Workers Comp Insurance Expense		(65,695)
205-301-30610-719.000	Public Safety	Police-Building	Workers Comp Insurance Expense		(11,622)
205-301-30700-719.000	Public Safety	Police-Records	Workers Comp Insurance Expense		(1,393)
205-301-31000-719.000	Public Safety	Police-Detective	Workers Comp Insurance Expense		(161,467)
205-301-31200-719.000	Public Safety	Police-FSU	Workers Comp Insurance Expense		(37,349)
205-301-31500-719.000	Public Safety	Police-Patrol	Workers Comp Insurance Expense		(557,676)
205-336-33700-719.000	Public Safety	Fire-Admin	Workers Comp Insurance Expense		(61,150)
205-336-33800-719.000	Public Safety	Fire-Building	Workers Comp Insurance Expense		(950)
205-336-33900-719.000	Public Safety	Fire-Fighting	Workers Comp Insurance Expense		(570,939)
205-336-34100-719.000	Public Safety	Fire-Prevention	Workers Comp Insurance Expense		(44,993)
208-751-75200-719.000	Parks Fund	Administration	Workers Comp Insurance Expense		(11,855)
208-751-75600-719.000	Parks Fund	Facilities	Workers Comp Insurance Expense		(107,838)
208-751-75800-719.000	Parks Fund	Senior Center	Workers Comp Insurance Expense		(12,621)
208-751-76100-719.000	Parks Fund	Recreation	Workers Comp Insurance Expense		(32,162)
228-441-44300-719.000	Solid Waste Fund	Yard Waste Disposal	Workers Comp Insurance Expense		(39,446)
249-371-37100-719.000	Building Inspections	Permits	Workers Comp Insurance Expense		(33,103)
249-371-37210-719.000	Building Inspections	Code Enforcement	Workers Comp Insurance Expense		(5,587)
249-371-37220-719.000	Building Inspections	CE-CDBG Eligible	Workers Comp Insurance Expense		(5,066)
249-371-37300-719.000	Building Inspections	Rental	Workers Comp Insurance Expense		(7,214)
272-265-26500-719.000	Library Building	Facilities	Workers Comp Insurance Expense		(8,296)
401-441-17500-719.000	Capital Improvement	Administration	Workers Comp Insurance Expense		(104,340)
590-441-54200-719.000	Sewer Fund	Transmission	Workers Comp Insurance Expense		(93,028)
590-536-54300-719.000	Sewer Fund	Treatment	Workers Comp Insurance Expense		(106,751)
590-536-54310-719.000	Sewer Fund	Treatment-Lab	Workers Comp Insurance Expense		(23,596)
590-536-54700-719.000	Sewer Fund	Ind Pretreatment	Workers Comp Insurance Expense		(19,560)
590-536-54800-719.000	Sewer Fund	GVRBA-Land App	Workers Comp Insurance Expense		(4,727)
590-536-54801-719.000	Sewer Fund	GVRBA-Pump House	Workers Comp Insurance Expense		(1,082)
591-441-55400-719.000	Water Fund	Installation	Workers Comp Insurance Expense		(2,322)
591-441-55700-719.000	Water Fund	Services	Workers Comp Insurance Expense		(103,414)
591-441-56200-719.000	Water Fund	Mains	Workers Comp Insurance Expense		(105,255)
591-441-56600-719.000	Water Fund	Hydrants	Workers Comp Insurance Expense		(12,755)
591-537-55300-719.000	Water Fund	Pumping & Treatment	Workers Comp Insurance Expense		(125,292)
591-537-55310-719.000	Water Fund	P&T-Lab	Workers Comp Insurance Expense		(22,719)
591-537-55600-719.000	Water Fund	Utility Billing	Workers Comp Insurance Expense		(1,451)
591-537-55800-719.000	Water Fund	T&D-Tanks	Workers Comp Insurance Expense		(731)

Account	Fund	Department	Description	Revenue	Expense
591-537-55900-719.000	Water Fund	T&D-Gezon	Workers Comp Insurance Expense		(5,458)
591-537-56300-719.000	Water Fund	T&D-Gezon Pipeline	Workers Comp Insurance Expense		(6,530)
591-537-56400-719.000	Water Fund	T&D-Pipeline Meters	Workers Comp Insurance Expense		(2,359)
591-537-56500-719.000	Water Fund	T&D-Meters	Workers Comp Insurance Expense		(32,621)
661-441-58200-719.000	Motor Pool Fund	Equipment Operations	Workers Comp Insurance Expense		(37,920)
661-441-58300-719.000	Motor Pool Fund	Building	Workers Comp Insurance Expense		(13,738)
678-000-96200-719.000	General Liability Ins	Risk Management	Workers Comp Insurance Expense		(1,423)
679-000-96300-719.000	Fleet Insurance	Risk Management	Workers Comp Insurance Expense		(1,212)
680-000-96400-719.000	Property Insurance	Risk Management	Workers Comp Insurance Expense		(1,106)
682-000-96500-719.000	Work Comp	Risk Management	Workers Comp Insurance Expense		(1,528)
					(3,000,000)

Refund from Health Insurance Fund

Account	Fund	Department	Description	Revenue	Expense
683-643.250	Health Insurance Fund		Income-Health Insurance Premium	(6,500,000)	
				(6,500,000)	
101-172-17200-716.000	General Fund	City Manager	Hospitalization Insurance Expense		(159,746)
101-191-19100-716.000	General Fund	Finance	Hospitalization Insurance Expense		(85,539)
101-191-25300-716.000	General Fund	Treasury	Hospitalization Insurance Expense		(48,523)
101-215-21500-716.000	General Fund	Clerk	Hospitalization Insurance Expense		(104,756)
101-228-22800-716.000	General Fund	I.T.	Hospitalization Insurance Expense		(163,183)
101-257-25700-716.000	General Fund	Assessor	Hospitalization Insurance Expense		(99,489)
101-265-26500-716.000	General Fund	Facilities	Hospitalization Insurance Expense		(17,148)
101-266-26600-716.000	General Fund	Attorney	Hospitalization Insurance Expense		(34,389)
101-286-28600-716.000	General Fund	Court	Hospitalization Insurance Expense		(207,541)
101-286-28610-716.000	General Fund	Court-Building	Hospitalization Insurance Expense		(10,953)
101-286-29500-716.000	General Fund	Court-Probation	Hospitalization Insurance Expense		(39,410)
101-701-70100-716.000	General Fund	Planning	Hospitalization Insurance Expense		(38,703)
101-701-70200-716.000	General Fund	Planning-BZA	Hospitalization Insurance Expense		(828)
110-191-27200-716.000	Allocation Fund	Housing	Hospitalization Insurance Expense		(190,484)
202-441-46300-716.000	Major Streets	Street Maintenance	Hospitalization Insurance Expense		(111,801)
202-441-47400-716.000	Major Streets	Traffic Services	Hospitalization Insurance Expense		(89,843)
202-441-47800-716.000	Major Streets	Winter Maintenance	Hospitalization Insurance Expense		(3,687)
203-441-46300-716.000	Local Streets	Street Maintenance	Hospitalization Insurance Expense		(83,043)
203-441-47400-716.000	Local Streets	Traffic Services	Hospitalization Insurance Expense		(39,748)
203-441-47800-716.000	Local Streets	Winter Maintenance	Hospitalization Insurance Expense		(3,687)
205-301-30500-716.000	Public Safety	Police-Admin	Hospitalization Insurance Expense		(151,528)
205-301-30610-716.000	Public Safety	Police-Building	Hospitalization Insurance Expense		(17,192)
205-301-30700-716.000	Public Safety	Police-Records	Hospitalization Insurance Expense		(81,554)
205-301-31000-716.000	Public Safety	Police-Detective	Hospitalization Insurance Expense		(408,078)
205-301-31200-716.000	Public Safety	Police-FSU	Hospitalization Insurance Expense		(105,972)
205-301-31500-716.000	Public Safety	Police-Patrol	Hospitalization Insurance Expense		(1,122,102)
205-336-33700-716.000	Public Safety	Fire-Admin	Hospitalization Insurance Expense		(65,990)
205-336-33900-716.000	Public Safety	Fire-Fighting	Hospitalization Insurance Expense		(597,957)
205-336-34100-716.000	Public Safety	Fire-Prevention	Hospitalization Insurance Expense		(49,650)
208-751-75200-716.000	Parks Fund	Administration	Hospitalization Insurance Expense		(53,612)
208-751-75600-716.000	Parks Fund	Facilities	Hospitalization Insurance Expense		(175,069)
208-751-75800-716.000	Parks Fund	Senior Center	Hospitalization Insurance Expense		(30,686)
208-751-76100-716.000	Parks Fund	Recreation	Hospitalization Insurance Expense		(49,884)
228-441-44300-716.000	Solid Waste Fund	Yard Waste Disposal	Hospitalization Insurance Expense		(12,471)
249-371-37100-716.000	Building Inspections	Permits	Hospitalization Insurance Expense		(146,528)
249-371-37210-716.000	Building Inspections	Code Enforcement	Hospitalization Insurance Expense		(26,236)
249-371-37220-716.000	Building Inspections	CE-CDBG Eligible	Hospitalization Insurance Expense		(24,733)
249-371-37300-716.000	Building Inspections	Rental	Hospitalization Insurance Expense		(34,443)
272-265-26500-716.000	Library Building	Facilities	Hospitalization Insurance Expense		(19,566)
401-441-17500-716.000	Capital Improvement	Administration	Hospitalization Insurance Expense		(79,990)
590-441-54200-716.000	Sewer Fund	Transmission	Hospitalization Insurance Expense		(146,196)
590-536-54300-716.000	Sewer Fund	Treatment	Hospitalization Insurance Expense		(347,499)
590-536-54310-716.000	Sewer Fund	Treatment-Lab	Hospitalization Insurance Expense		(82,936)
590-536-54700-716.000	Sewer Fund	Ind Pretreatment	Hospitalization Insurance Expense		(78,442)
590-536-54800-716.000	Sewer Fund	GVRBA-Land App	Hospitalization Insurance Expense		(22,353)
590-536-54801-716.000	Sewer Fund	GVRBA-Pump House	Hospitalization Insurance Expense		(5,078)
591-441-55700-716.000	Water Fund	Services	Hospitalization Insurance Expense		(131,063)
591-441-56200-716.000	Water Fund	Mains	Hospitalization Insurance Expense		(185,561)

Account	Fund	Department	Description	Revenue	Expense
591-537-55300-716.000	Water Fund	Pumping & Treatment	Hospitalization Insurance Expense		(354,535)
591-537-55310-716.000	Water Fund	P&T-Lab	Hospitalization Insurance Expense		(80,749)
591-537-55600-716.000	Water Fund	Utility Billing	Hospitalization Insurance Expense		(61,686)
591-537-55800-716.000	Water Fund	T&D-Tanks	Hospitalization Insurance Expense		(2,293)
591-537-55900-716.000	Water Fund	T&D-Gezon	Hospitalization Insurance Expense		(18,570)
591-537-56300-716.000	Water Fund	T&D-Gezon Pipeline	Hospitalization Insurance Expense		(22,920)
591-537-56400-716.000	Water Fund	T&D-Pipeline Meters	Hospitalization Insurance Expense		(8,446)
591-537-56500-716.000	Water Fund	T&D-Meters	Hospitalization Insurance Expense		(43,311)
661-441-58200-716.000	Motor Pool Fund	Equipment Operations	Hospitalization Insurance Expense		(101,374)
661-441-58300-716.000	Motor Pool Fund	Building	Hospitalization Insurance Expense		(13,590)
678-000-96200-716.000	General Liability Ins	Risk Management	Hospitalization Insurance Expense		(2,067)
679-000-96300-716.000	Fleet Insurance	Risk Management	Hospitalization Insurance Expense		(1,761)
680-000-96400-716.000	Property Insurance	Risk Management	Hospitalization Insurance Expense		(1,608)
682-000-96500-716.000	Work Comp	Risk Management	Hospitalization Insurance Expense		(2,220)
					(6,500,000)

Contribution to Pension Fund

Account	Fund	Department	Description	Revenue	Expense
731-598.000	Pension Fund		Employer Contributions - Police	2,425,524	
731-679.001	Pension Fund		Employer Contributions - Fire	1,375,271	
731-684.000	Pension Fund		Employer Contributions - General	1,441,149	
731-684.220	Pension Fund		Employer Contributions - Group A	1,944,152	
731-684.230	Pension Fund		Employer Contributions - Group B	2,313,904	
				9,500,000	
101-172-17200-718.000	General Fund	City Manager	Pension Contribution Expense		165,111
101-191-19100-718.000	General Fund	Finance	Pension Contribution Expense		88,210
101-191-25300-718.000	General Fund	Treasury	Pension Contribution Expense		49,576
101-215-21500-718.000	General Fund	Clerk	Pension Contribution Expense		106,630
101-215-26200-718.000	General Fund	Clerk-Elections	Pension Contribution Expense		584
101-228-22800-718.000	General Fund	I.T.	Pension Contribution Expense		167,093
101-257-25700-718.000	General Fund	Assessor	Pension Contribution Expense		123,839
101-265-26500-718.000	General Fund	Facilities	Pension Contribution Expense		28,891
101-266-26600-718.000	General Fund	Attorney	Pension Contribution Expense		36,061
101-286-28600-718.000	General Fund	Court	Pension Contribution Expense		221,505
101-286-28610-718.000	General Fund	Court-Building	Pension Contribution Expense		14,962
101-286-29500-718.000	General Fund	Court-Probation	Pension Contribution Expense		56,897
101-701-70100-718.000	General Fund	Planning	Pension Contribution Expense		40,599
101-701-70200-718.000	General Fund	Planning-BZA	Pension Contribution Expense		867
110-191-27200-718.000	Allocation Fund	Housing	Pension Contribution Expense		228,571
202-441-46300-718.000	Major Streets	Street Maintenance	Pension Contribution Expense		193,906
202-441-47400-718.000	Major Streets	Traffic Services	Pension Contribution Expense		152,138
202-441-47800-718.000	Major Streets	Winter Maintenance	Pension Contribution Expense		26,065
203-441-46300-718.000	Local Streets	Street Maintenance	Pension Contribution Expense		129,828
203-441-47400-718.000	Local Streets	Traffic Services	Pension Contribution Expense		69,710
203-441-47800-718.000	Local Streets	Winter Maintenance	Pension Contribution Expense		24,118
205-301-30500-718.000	Public Safety	Police-Admin	Pension Contribution Expense		217,223
205-301-30610-718.000	Public Safety	Police-Building	Pension Contribution Expense		28,814
205-301-30700-718.000	Public Safety	Police-Records	Pension Contribution Expense		82,947
205-301-31000-718.000	Public Safety	Police-Detective	Pension Contribution Expense		569,545
205-301-31200-718.000	Public Safety	Police-FSU	Pension Contribution Expense		143,321
205-301-31500-718.000	Public Safety	Police-Patrol	Pension Contribution Expense		1,679,778
205-336-33700-718.000	Public Safety	Fire-Admin	Pension Contribution Expense		127,140
205-336-33800-718.000	Public Safety	Fire-Building	Pension Contribution Expense		950
205-336-33900-718.000	Public Safety	Fire-Fighting	Pension Contribution Expense		1,168,896
205-336-34100-718.000	Public Safety	Fire-Prevention	Pension Contribution Expense		94,643
208-751-75200-718.000	Parks Fund	Administration	Pension Contribution Expense		65,467
208-751-75600-718.000	Parks Fund	Facilities	Pension Contribution Expense		282,907
208-751-75800-718.000	Parks Fund	Senior Center	Pension Contribution Expense		43,307
208-751-76100-718.000	Parks Fund	Recreation	Pension Contribution Expense		82,046
228-441-44300-718.000	Solid Waste Fund	Yard Waste Disposal	Pension Contribution Expense		51,917
249-371-37100-718.000	Building Inspections	Permits	Pension Contribution Expense		179,631
249-371-37210-718.000	Building Inspections	Code Enforcement	Pension Contribution Expense		31,823
249-371-37220-718.000	Building Inspections	CE-CDBG Eligible	Pension Contribution Expense		29,799
249-371-37300-718.000	Building Inspections	Rental	Pension Contribution Expense		41,657

Account	Fund	Department	Description	Revenue	Expense
272-265-26500-718.000	Library Building	Facilities	Pension Contribution Expense		27,862
401-441-17500-718.000	Capital Improvement	Administration	Pension Contribution Expense		184,330
590-441-54200-718.000	Sewer Fund	Transmission	Pension Contribution Expense		239,224
590-536-54300-718.000	Sewer Fund	Treatment	Pension Contribution Expense		454,250
590-536-54310-718.000	Sewer Fund	Treatment-Lab	Pension Contribution Expense		106,532
590-536-54700-718.000	Sewer Fund	Ind Pretreatment	Pension Contribution Expense		98,002
590-536-54800-718.000	Sewer Fund	GVRBA-Land App	Pension Contribution Expense		27,080
590-536-54801-718.000	Sewer Fund	GVRBA-Pump House	Pension Contribution Expense		6,160
591-441-55400-718.000	Water Fund	Installation	Pension Contribution Expense		2,322
591-441-55700-718.000	Water Fund	Services	Pension Contribution Expense		234,477
591-441-56200-718.000	Water Fund	Mains	Pension Contribution Expense		290,816
591-441-56600-718.000	Water Fund	Hydrants	Pension Contribution Expense		12,755
591-537-55300-718.000	Water Fund	Pumping & Treatment	Pension Contribution Expense		479,827
591-537-55310-718.000	Water Fund	P&T-Lab	Pension Contribution Expense		103,468
591-537-55600-718.000	Water Fund	Utility Billing	Pension Contribution Expense		63,137
591-537-55800-718.000	Water Fund	T&D-Tanks	Pension Contribution Expense		3,024
591-537-55900-718.000	Water Fund	T&D-Gezon	Pension Contribution Expense		24,028
591-537-56300-718.000	Water Fund	T&D-Gezon Pipeline	Pension Contribution Expense		29,450
591-537-56400-718.000	Water Fund	T&D-Pipeline Meters	Pension Contribution Expense		10,805
591-537-56500-718.000	Water Fund	T&D-Meters	Pension Contribution Expense		75,932
661-441-58200-718.000	Motor Pool Fund	Equipment Operations	Pension Contribution Expense		139,294
661-441-58300-718.000	Motor Pool Fund	Building	Pension Contribution Expense		27,328
678-000-96200-718.000	General Liability Ins	Risk Management	Pension Contribution Expense		3,490
679-000-96300-718.000	Fleet Insurance	Risk Management	Pension Contribution Expense		2,973
680-000-96400-718.000	Property Insurance	Risk Management	Pension Contribution Expense		2,714
682-000-96500-718.000	Work Comp	Risk Management	Pension Contribution Expense		3,748
					9,500,000

CITY OF WYOMING | FINANCE

1155 28th Street SW, Wyoming, MI 49509
616.530.7225 | wyomingmi.gov

Staff Report

Date: February 10, 2025

Subject: Reappropriation of Internal Service Fund Reserves to Pension Contribution

From: Jodi Yenchar, Finance Director

Meeting Date: February 17, 2025

RECOMMENDATION:

It is recommended that City Council approve the refund of reserves in the workers compensation and health insurance internal service funds and approve the refunds be reappropriated to reduce the City's unfunded pension liability.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
  - GOAL 1 – Strengthen and maintain the strong financial position of the city.
    - OBJECTIVE 1 – Develop a long-term sustainable funding plan for the city.

DISCUSSION:

The City financial records include several self-insurance funds. There are individual funds for each type of insurance the City maintains. Each year, the City evaluates the balance in these funds, forecasts future needs based on historical trends and sets the internal rates to be charged to departments through their operating budgets for the various types of coverage.

Dating back to at least 2010, the City has consistently transferred fund balance from the workers compensation, health and dental insurance funds to the Other Post Employment Benefit (OPEB) plan to reduce the unfunded liability for providing retiree defined benefit health plan benefits. These additional contributions have been a key factor in reducing the City's annual OPEB contributions from $10,061,933 in fiscal year 2019 to $835,074 in fiscal year 2025. Due to the additional funds previously contributed, the most recent OPEB valuation reported a small unfunded liability of $448,052. At the work session on January 13, 2025, City Council reviewed the most

recent pension plan valuation which reported a current unfunded liability of $22,911,232.

The last transfer from the insurance funds to the OPEB plan was completed in fiscal year 2021. Since that time, insurance claims have been lower than projected and interest earnings have been higher than projected. With additional budget savings in various categories, the workers compensation and health insurance funds have accumulated fund balances greater than projected need. It is my recommendation that reserves be assessed annually and reserves greater than projected need be used to pay down the pension and OPEB plan liabilities as needed.

BUDGET IMPACT:

When reserves greater than projected need are identified in an internal service fund, the amount must be refunded to the individual department budgets in the same proportion as they were contributed. This process provides accurate representation of the use of funds in the City's financial statements. These funds can then be reappropriated to the pension or OPEB expenditure line-item budgets.

The attached budget amendment reflects the credits to the various department budgets to refund $3,000,000 in workers compensation contributions and $6,500,000 in health insurance contributions as well as the necessary appropriation increase to the pension accounts to provide the authority to reappropriate these refunds for additional contributions to the pension plan to pay down the unfunded liability. The net effect is $0 to each department, each fund and the City budget as a whole.

Attachment:
Budget Amendment

02/17/25
Clerk/DC

RESOLUTION NO. _____

RESOLUTION TO APPOINT RENEE HILL AS A REPRESENTATIVE OF THE CITY OF WYOMING TO THE KENT COUNTY INTERURBAN TRANSIT PARTNERSHIP BOARD

WHEREAS:

1. The City of Wyoming is entitled to representation on the Kent County Interurban Transit Partnership Board.
2. The term of Robert Postema as a Wyoming representative on the Interurban Transit Partnership Board expires on December 31, 2025.
3. It is the desire of the Wyoming City Council to appoint Renee Hill as a replacement for Robert Postema as a Wyoming representative to the Kent County Interurban Transit Partnership Board.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby appoint Renee Hill as a member of the Kent County Interurban Transit Partnership Board as the City's representative for the remainder of Robert Postema's two-year term expiring December 31, 2025.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

2/17/25
Clerk/DC

RESOLUTION NO. _____

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

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby appoint, and reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming for the terms so stated.

BOARD, COMMISSION, OR COMMITTEE	TERM ENDING
Downtown Development Authority	
Daniel Lynema	01/01/2029
Economic Development Corporation/Brownfield Redevelopment Authority	
Keith Morgan	02/13/2031

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

02/17/25
Clerk/DC

RESOLUTION NO. _____

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

WHEREAS:

1. It is the desire of the City Council that members are appointed, and reappointed to serve on certain Boards, Commissions, and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby appoint, and reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming for the terms so stated.

BOARD, COMMISSION OR COMMITTEE	TERM ENDING
Board of Review	
Robert Christian	01/31/2028
Greater Wyoming Community Resource Alliance	
Kimberly Koster	01/01/2028
Jennifer Franson	01/01/2028

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. ____

RESOLUTION TO ENGAGE LEGAL COUNSEL FOR INTERMITTENT PROSECUTION SERVICES

WHEREAS:

1. From time-to-time, during absences of some city attorney staff, the city attorney's office wishes to engage outside legal counsel to provide city ordinance prosecution services to ensure those services can be maintained without interference with other legal services provided by the city attorney's office.
2. Danielle Dawson has provided prosecution services for the city and is amenable to providing such services for the city from time-to-time as may be pre-arranged.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The city engages Danielle Dawson to provide ordinance prosecution legal services from time-to-time as directed and when pre-arranged by the city attorney's office at the rate of $160 per hour.
2. The city manager is authorized and directed to sign an independent contractor agreement with Danielle Dawson in a form approved by the deputy city attorney.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

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

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a council meeting held on February 17, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

CITY OF WYOMING | CITY ATTORNEY

2650 DeHoop Ave. SW, Suite B, Wyoming, MI 49509
616.265.3060 | wyomingmi.gov

STAFF REPORT

Date: February 10, 2025

Subject: Ordinance Prosecution Legal Services

From: Heather Chapman, Deputy City Attorney

CC: John Shay, City Manager

Meeting Date: February 17, 2025

RECOMMENDATION:

Adopt the Resolution Engaging Legal Counsel for Intermittent Prosecution Services.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
    - Goal 4 – Attract, train and retain a talented workforce

DISCUSSION:

From time-to-time the city attorney and/or deputy city attorney may be absent due to planned time away, to address medical issues, or for other reasons. It is important that ordinance prosecution legal services (*e.g.*, pretrial conferences, final pretrial conferences, formal hearings, jury and nonjury trials, motion hearings, reviews of warrant requests, consultation on law enforcement matters, preparation for all of those matters, and other duties) continue as scheduled by the court or reasonably needed by public safety, inspections, and other city staff. It is simultaneously important that the city attorney's office continue to address general legal matters (*e.g.*, contract review and preparation, drafting ordinances, preparing agenda items, overseeing litigation, communicating on pending legislation, consulting with department heads and staff, attending meetings as needed and helpful, etc.). Interruptions in those services inconvenience other city departments, the court, and the general public. While it is usually possible to address occasional unexpected absences lasting only a day or two without additional assistance, it is not as feasible to simultaneously provide all the require legal services for longer durations.

Jack Sluiter provides intermittent city ordinance prosecution services currently; however, he will be unavailable for an extended period this winter. Attorney Danielle Dawson has provided city ordinance prosecution when the city attorney's office has had a conflict in the past. She has graciously consented to provide intermittent city ordinance prosecution legal services when pre-arranged at a rate of $160 per hour.

With the anticipated upcoming absences of Mr. Sluiter, and continued search for a city attorney we foresee the total cost of that engagement might exceed the city manager's contracting authority. We therefore seek the City Council's approval of the engagement of Attorney Dawson.

BUDGET IMPACT:

The city attorney's budget includes amounts for outside legal counsel.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this **Agreement**) is made as of February 18, 2025, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**), and Danielle Dawson, an individual of Peterson, Paletta, Balice, PLC (**Contractor**).

RECITALS

A. As part of its legal services under sections 4.14, 4.15 and 4.16 of the City Charter, City needs to engage persons to provide legal counsel and provide prosecution and other legal services as requested and directed by the City Attorney and/or Deputy City Attorney (**Services**).

B. Contractor represents that Contractor is a member in good standing with the State Bar of Michigan and can legally practice law in the state of Michigan.

C. Contractor has performed similar services for the City for many years, demonstrating their education, knowledge, training, skills, and experience to provide the Services to City and is willing to provide the Services under the terms of this Agreement.

D. City recognizes that Contractor has and/or may provide similar services for others and that Contractor is engaged in other pursuits pursuant to which Contractor provides similar or dissimilar services for others.

TERMS AND CONDITIONS

In exchange for the promises and other consideration referred to in this Agreement, the parties agree:

1. Engagement. City engages Contractor to provide the Services in accordance with this Agreement.

A. Contractor shall perform the Services in a professional manner and in accordance with recognized standards of practice for similar services and the terms of this Agreement. In performing the Services, Contractor shall comply with all (i) applicable federal, and state laws, rules, and regulations, (ii) City ordinances, policies applicable to the work, (iii) applicable standards of licensing and accrediting agencies, and (iv) direction that may from time-to-time be given by the City Attorney and/or Deputy City Attorney.

B. Contractor will communicate with City upon City's request or when otherwise necessary or prudent to provide City updates and information related to the Services.

C. If, at any time, Contractor is unable to comply with any requirement of or otherwise fulfill Contractor's obligations under this Agreement, Contractor will promptly notify City Attorney and/or Deputy City Attorney of that inability and immediately cease performing Services under this Agreement.

2. Independent Contractor. Contractor acknowledges and promises the following apply to Contractor and any person assisting Contractor in performing the Services under this Agreement:

A. Contractor is an independent contractor with respect to City. Nothing in this Agreement is intended, nor shall be construed, to create between City and Contractor an employer/employee or joint venture relationship. City is interested only in the results of the work performed by Contractor. Conduct and control of the work, and means and methods for performing the Services, will lie solely with Contractor. Contractor will be solely responsible for the quality of the Services Contractor provides. Contractor shall be responsible for maintaining their own office and any other facilities or equipment Contractor needs or desires. City will not provide Contractor any offices, facilities, or equipment.

B. Other than paying Contractor as detailed in section 3, City shall have no liability to Contractor. Contractor will not be entitled to receive any remuneration or other of the benefits City may provide to City's employees. For example, and not for limitation, Contractor shall not have any claim under this Agreement or otherwise against City for wages, vacation pay, paid sick leave, retirement benefits, social security, workers disability compensation, health, disability, or unemployment benefits, or other employee benefits of any kind.

C. City is not responsible for providing or paying for any insurance coverage, including but not limited to general liability, personal injury, property damage, casualty, medical, dental, disability, or other insurance. Contractor is solely responsible for acquiring and maintaining any insurance Contractor is required to have by law or desires to have. Contractor shall insure any motor vehicle Contractor uses in performance of the Services or to travel to sites where Services are performed as required by state law.

D. While performing the Services, Contractor may use City references and logos on items created and marketed by City for that purpose. However, Contractor shall not use any reference to City, including logos, on Contractor's personal property, including, but not limited to, websites, stationery, vehicles, clothing, and other items and shall abide by applicable copyright, trademark, service mark, and other intellectual property law.

E. Nothing in this Agreement grants or shall be represented or construed to grant Contractor any authority to act on City's behalf, except in and during performance of the Services. Contractor shall not represent that Contractor is a City officer, employee, or other City agent and shall ensure Contractor's employees and agents do not do so. Contractor has no authority to bind City.

F. Nothing in this Agreement prohibits Contractor from performing work for any person other than City during the term of this Agreement, provided that work does not prevent Contractor from devoting sufficient business time and attention to City and Contractor's duties and obligations under this Agreement.

G. Contractor will comply with the Michigan rules of professional responsibility for attorneys. Contractor has not engaged in and will refrain from: (i) having an interest conflicting with this Agreement; (ii) conduct creating an appearance of impropriety with respect to this Contract's award or performance; (iii) attempting or appearing to influence a City elected or appointed officer or employee by directly or indirectly offering anything of value; or (iv) paying or agreeing to pay anyone other than self for this Contract's award. Contractor does not have a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer or board/commission member except as already disclosed in writing to City. Contractor will promptly notify the City Attorney and/or Deputy City Attorney of a change in this status.

3. Fees. City will pay Contractor a fee of $160 per hour, billed at 1/10 of an hour increments for the Services Contractor provides under this Agreement. Contractor will bill City monthly for Services rendered the previous month and City will pay in full within 30 days of receipt of such invoice. City will not withhold any amounts from such payments to pay employer or employee FICA contributions, income tax withholding, or any other amounts Contractor, as an independent contractor, is required to pay under applicable law. Contractor will be solely responsible to pay any such FICA, tax, and other amounts owed due to City's payment of the fees to Contractor. Contractor will be responsible for all expenses incurred while performing the Services and City will not reimburse Contractor for such expenses.

4. Term and Termination. The term of this Agreement shall begin on February 18, 2025 and end on December 31, 2025, unless terminated earlier by either party, which may occur at any time, with or without cause, and with or without notice.

5. Ownership of Materials. If the Services include Contractor's composing, writing, creating, developing, or otherwise preparing or producing any reports, artwork, graphics, correspondence, messages, or other materials of any kind, in any media or format, including, without limitation, any paper or electronic copies (**Materials**) those Materials shall be solely and exclusively City property, whether copyrighted or not, and Contractor shall, without cost to City, assign to City all Contractor's right, title and interest in those Materials, and execute, acknowledge, and deliver all instruments conveying, confirming or otherwise effecting City's ownership.

6. Risk. Contractor shall hold City (defined for purposes of this section to include all City officers, employees, volunteers and other City agents) harmless from all losses, damages, demands, claims, actions, and/or causes of action, arising from or due to (i) any injury or property damage Contractor may suffer while performing or as a result of the Services provided under this Agreement, (ii) Contractor's payment, nonpayment or failure to withhold any taxes or contributions imposed or required to be paid or withheld by Contractor under any applicable law. Contractor shall hold City harmless from, indemnify City for and defend City against all losses, damages, demands, claims, actions, and/or causes of action due to either (i) any act or omission of Contractor or Contractor's agents, and (ii) Contractor's breach of any provision of this Agreement.

7. General Provisions.

A. This Agreement is the entire agreement of the parties with respect to its subject matter. It supersedes and replaces any previous agreements. No statements, representations, or promises that are not written in this Agreement shall be recognized. The parties each promise that they are relying only on the statements, representations, or promises within this Agreement. This Agreement cannot be amended or modified except in a written document signed by both parties.

B. This Agreement was made and signed in Kent County, Michigan. It was made and is to be interpreted and enforced under Michigan law.

C. Any party's waiver or decision not to promptly pursue the violation of any part of this Agreement will not affect that party's rights to later make a claim for that violation or any later violation of the same or another provision. If any provision of the Agreement is held to be unenforceable for any reason, its unenforceability shall not affect any other provision.

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

City of Wyoming

By:_____
John Shay, City Manager

Signed _____, 2025

Danielle Dawson

/s/Danielle Dawson
Danielle Dawson

Signed February 7, 2025

Approved as to form:



_____
Heather Chapman, Deputy City Attorney

RESOLUTION NO._____

RESOLUTION TO APPOINT AARON VIS AS THE CITY OF WYOMING STREET ADMINISTRATOR

WHEREAS:

1. The City of Wyoming owns and maintains public streets within its city limits.
2. The City receives gas and weight tax revenues from the State of Michigan for said street system.
3. Act 51, Public Acts 1951 amended, governs the use of said revenues.
4. Said Act, Article 247.663, Section 13 (9), requires the appointment of a “Street Administrator” to represent the City in transactions with the State Transportation Department.
5. Aaron Vis is the Deputy Director of Public Works and is responsible for the City’s street system.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby appoint Aaron Vis as the City of Wyoming Street Administrator.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

02/17/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Carbon Building HVAC Unit Replacement	Seaman's Mechanical	$81,476.00
Simunition Safety Equipment	Kiesler Police Supply, Inc.	Bid prices as shown on the attached staff report.

2. City Council authorizes a 10% contingency for the carbon building HVAC unit replacement.
3. City Council authorizes the City Manager to sign the contracts.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

CITY OF WYOMING | PUBLIC WORKS

Water Treatment Plant | 16700 New Holland St., Holland, MI 49424
616.399.6511 | wyomingmi.gov

STAFF REPORT

Date: January 30, 2025

Subject: Carbon Building HVAC Unit Replacement

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Myron Erickson, Director of Public Works

Meeting Date: February 17, 2025

RECOMMENDATION:

It is recommended the City Council award the bid for the Carbon Building HVAC Unit Replacement as provided by Seaman's Mechanical in the amount of $81,476.00 plus a 10% contingency for a total amount of $89,625.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant's Carbon Building houses critical electrical equipment that powers the Low Service Pump Station campus. This includes a 25,000-volt transformer that generates significant heat, requiring the building to be air-conditioned. The building's 15-year-old HVAC unit is prone to breakdowns and is currently inoperable due to a failed compressor and a leaking condenser coil.

While considering whether to repair or replace the unit, City staff and the unit manufacturer found that the existing 40-ton unit is significantly oversized, leading to short cycling, reduced efficiency and a shortened lifespan. Ultimately, a 15-ton unit was determined to be the appropriate size. Given the existing unit's age, inefficiency, and frequent failures, replacement with a properly sized system is recommended.

Specifications for the installation of a 15-ton unit were developed and advertised on the City's website. The bid package was downloaded by 42 registered bidders, and a pre-bid meeting was held on January 16, 2025. Four bids were received on January 28, 2025, as summarized in the tabulation below.

Following a review of the bids, Seaman's Mechanical was identified as the lowest qualified bidder. Based in Grand Rapids, the company has operated for 63 years, providing full-service HVAC design, build, and installation solutions.

TABULATION:

Bidder Name	Bid Amount
Seaman's Mechanical	$81,476.00
DHE Plumbing and Mechanical	$86,063.00
Peerbolt's, Inc.	$94,160.00
Allied Mechanical Services	$141,875.00

BUDGET IMPACT:

Adequate funds exist in the Water Fund Capital Outlay Account #591-537-57300-986.444.

CITY OF
Wyoming
MICHIGAN

WTP Carbon Building HVAC Unit Replacement Project Contract
City of Wyoming, Michigan

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

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

Contractor means: Seaman's Mechanical
[Name of contracting entity]
A Michigan
[State and type of entity, e.g., corporation, limited liability company, etc.]
2510 Oak Industrial Drive NE
[Contractor's street address]
Grand Rapids, MI 49505
[Contractor's city, state & zip]

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

Effective Date means: 1/28, 2025

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

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

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

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

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

Terms and Conditions

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

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: _____

Contractor: _____

By: _____
[Signature officer, director, or principal of Contractor]
Dave Galbreath
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 1-28, 2025

EXHIBIT B

Seaman's
MECHANICAL • ELECTRICAL • REFRIGERATION

2510 Oak Industrial Dr. N.E.
Grand Rapids, MI 49505
Phone: (616) 458-1544
Fax: (616) 458-0605
www.SeamansMechanical.com

Mechanical / Electrical / Plumbing / Refrigeration
Commercial / Industrial /Design / Installation / Service / Maintenance

1/28/2025

Dear Dan and Team,

We appreciate the opportunity to review the equipment replacements at the Wyoming Water Treatment Plant Carbon Building in Holland. It was a pleasure to work with you during this process, we appreciate the quick responses to questions and ideas.

Our company has been in operation for over 63 years here in Grand Rapids doing commercial HVAC, plumbing and electrical work. The equipment involved in this project is very familiar to us and we do work with many other municipalities, school districts and also commercial customers that use this type of equipment. Our references are available for your review.

In our bid package we have included the following:

1. Signed Bid/Proposal Form
2. Signed Contract Form
3. Seaman's Proposal Description
4. Project Specific Requirements

Thank you again for the opportunity,

Kyle Salay
Seaman's Mechanical
2510 Oak Industrial Drive NE
Grand Rapids, MI 49505

616-916-1257
kyle@seamansac.com

Seaman's
MECHANICAL • ELECTRICAL • REFRIGERATION
100% EMPLOYEE-OWNED

2510 Oak Industrial Dr. NE
Grand Rapids, MI 49505
Phone: (616) 458-1544
Fax: (616) 726-7824
E-Fax: (616) 726-7835

Kyle Salay
Account Manager
Cell: (616) 916-1257
kyle@seamansac.com
www.seamansmechanical.com

- Design/Engineering
- Service/Installation
- All Makes & Models
- Heating
- Air Conditioning
- Refrigeration
- Environmental Systems
- Control Systems
- Computer Room Systems
- Ice Makers/Refrigeration
- Process Cooling
- Air Cleaning & Humidification

- 24 Hour Emergency Service -
Since 1961

BID/PROPOSAL FORM

Bid/Proposal for WTP Carbon Building HVAC Unit Replacement

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

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

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

Is the bidder a:	YES	NO
Section 3 Certified Contractor?	[ ]	[X]

If yes, DUNS #: _____

Are you, or the business owner related to an elected official or employee of the City? If yes, list individuals' name(s) and relationship(s):	[ ]	[X]

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

Is the bidder a:	YES	NO
Woman Owned Company?	[ ]	[X]
Minority Owned Company?	[ ]	[X]

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

Seaman's Mechanical

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
1	1/22/25

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

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

State bid price as per the specifications included herein.

LUMP SUM BID PRICE:

Eighty One Thousand, Four Hundred Seventy Six Dollars $ 81,476
(use words) (in figures)

State the brand/model (required): Trane Symbio 700, 15 Ton, 460/3, PKGD Precedent Unitary Rooftop, Controls with BACnet BAS, Smoke Detector, Low Leak Economizer, Low Ambient Kit, Barometric Reliefe Damper per specification.

Reminder: All warranties must be included with bid/proposal

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

Seaman's Mechanical

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Dave Galbreath VP

[Printed name and title of person signing]

Kyle Salay Account Manager

[Printed name and title of 2nd person signing]

Date signed: 1/28/25

2510 Oak Industrial Drive NE

[Proponent's street address]

616-458-1544

[Proponent's business phone]

Grand Rapids, MI 49505

[City] [State] [Zip]

616-915-4207

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

dave@seamansac.com

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

C Corporation

[Proponent's form of business – *e.g.* partnership, corporation, limited liability company, professional corporation and the state in which it was formed]



CONTRACT FORM

This Contract Form on the next page will be completed and signed by the selected bidder/proponent after bidding but before the contract is submitted to the City Council for approval. The contract signed by the bidder and accompanied by all required bonds, insurance certificates, and any other required documents must be provided before it is signed by the Mayor and Clerk and approved as to form by the City Attorney. The Contractor will be provided a copy of the fully signed contract.

Seaman's
MECHANICAL • ELECTRICAL • REFRIGERATION

2510 Oak Industrial Dr. N.E.
Grand Rapids, MI 49505
Phone: (616) 458-1544
Fax: (616) 458-0605
www.SeamansMechanical.com

Commercial / Industrial

Proposal

Attention: Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street
Wyoming, MI 49509

Date: 1/28/25
Proposal #: 26371
Project: WTP Carbon HVAC

We are pleased to propose the following project to provide heating, cooling and ventilation, along with associated components as listed below. We recommend using PCD ductwork in this type of application, the finish color is similar to the existing ductwork and it does not require exterior painting.

Project Includes:

- Demo and remove existing grade mounted RTU
  - Remove existing ductwork distribution
- Provide and install (1) Trane, 15 ton, 460/3, PKGD Precedent Unitary Rooftop
  - Symbio 700
  - Hinged door access
  - Controls with BACnet BAS
  - Return air smoke detector
  - Low ambient kit
  - Discharge air temperature sensor
  - Low leak economizer
  - Barometric relief damper
  - Drain
- Provide and install new ductwork distribution
  - PCD Ductwork
  - Interior liner on exterior exposed ductwork
- Grilles, registers and diffusers
  - Return air grille with insulated metal panel to enclose existing opening
  - New Aluminum Registers and Grilles
- Provide and install new programmable Zone Sensor
  - Zone Sensor wiring
- Electrical components and connections to new unit
- Crane fees
- Local permits
- Payment and Performance Bond for Project
- Labor to install during normal working hours
- One-year limited warranty on parts and labor provided by Seaman's

Investment $81,476

Project Does Not Include: Concrete work. Structural or building modifications. Building controls upgrades beyond above listed alterations. Other work or materials not described above.

Seaman's
MECHANICAL • ELECTRICAL • REFRIGERATION

2510 Oak Industrial Dr. N.E.
Grand Rapids, MI 49505
Phone: (616) 458-1544
Fax: (616) 458-0605
www.SeamansMechanical.com

Commercial / Industrial

Project Does Not Include: Work or materials not described above.

Terms: Payment due Net 30. Past due amounts are subject to a finance charge of 1½% per month (18% annual). A convenience fee of 2½% will be added for credit/debit card use.

Note:

1. **Customer must provide free access for materials and labor**
2. **Seaman's Air Conditioning & Refrigeration, Inc. retains title to all equipment until all bills are paid.**
3. **Unless noted above, prices do not include, nor are we responsible for, any obligation to identify, investigate, remediate, or otherwise respond to the presence of any hazardous materials or environmental issues including asbestos or lead related substances.**
4. **Unless noted above, prices do not include roof hatches, roof guards or rails, or level work surfaces if required by mechanical codes.**
5. **Prices here in are based on current pricing from our suppliers, if the date of actual performance is more than 15 days from the submission of this proposal, certain escalation costs may apply.**
6. **We will not be responsible for any concrete or asphalt damage due to concentrated loads from cranes or lifts.**

Thank you for the opportunity to quote this project. If I can help in any other way, please do not hesitate to call anytime, day or night. My office phone is (616) 458-154.

Prices are subject to change after 5 days from proposal date

Acceptance: Signing below acknowledges owner understanding and consents to the terms and conditions which are on Seaman's Mechanical website with the address of, http://www.seamansac.com/about/terms-conditions.php, and these terms and conditions are incorporated herein by reference.

THIS PROPOSAL IS HEREBY ACCEPTED:

Proposal #: 26371

Purchaser: _____

By: _____

Title: _____ **Date:** _____

Kyle Salay – Account Manager

_____
Seaman's Mechanical

SPECIFIC REQUIREMENTS

WTP Carbon Building HVAC Unit Replacement

GENERAL

1. The work contained in this contract consists of the replacement of one RTU serving the WTP Carbon Building located at 4707 Lakeshore Drive, Holland MI 49424,
2. All bidders are required to examine the work site as well as the bid specifications contained herein, so as to arrive at a clear understanding of the Work to be performed. Drawings do not show Work in its entirety and are for information only.
3. Contractor shall have a minimum of five (5) years of experience in related work in similar conditions. References of similar work experience shall be provided upon request.
4. Contractor shall be responsible for disposal equipment, parts, and material and shall comply with codes, ordinances, regulations, and anti-pollution laws.
5. Contractor must clean the site, remove all tools, appliances, construction equipment and machinery, and surplus materials within 48 hours of project completion. All property not designated for alteration must be restored to its original condition.
6. Contractor shall guarantee all work against defective workmanship and materials for a period of one year subsequent to the date of project completion. The contractor shall promptly repair, replace, or rebuild any finished work in which defects of materials or workmanship may appear or to which damage may occur because of such defects during the one-year period subsequent to the date of completion.
7. RTU shall have 3-year parts, coils & controls warranty, 5-year compressor parts only warranty, and 1st Yr Labor Whole Unit warranty.
8. Provide submittals for all equipment and materials prior to installation.
9. Unit replacement to be substantially complete by May 1, 2025. Project shall be complete and ready for final payment by May 30, 2025. Liquidated damages associated with failure to meet the aforementioned dates are $750 per day for Substantial Completion and $750 per day for Final Completion.
10. Project is self-funded. No Davis-Bacon, prevailing wage, or Buy American requirements.

MECHANICAL

1. Purchase & accept delivery offsite of base bid (1) new Trane 15-ton rooftop unit at an offsite location. Refer to below RTU submittal. Alternate manufacturers as determined equal by Owner prior to bid based on full shop drawing review.
2. Evacuate, recover, and dispose of refrigerant from (1) existing Trane rooftop unit.
3. Remove and dispose of (1) existing RTU, including all required crane and rigging.
4. Deliver the (1) new RTU to site and install on existing concrete pad including all required crane and rigging. Install in accordance with manufacturer recommendations.
5. Provide and install new condensate drain piping, including trap.
6. Current 40-ton unit with supporting ductwork is significantly oversized for application. Mechanical contractor responsible to demo existing ductwork, provide and install new interior ductwork and registers in similar arrangement to right-size ductwork and registers to accommodate the smaller 15-ton unit. Proposed plan shall be submitted to Owner for approval.
7. Ductwork, tuning vanes, and other accessories shall be fabricated under the latest SMACNA HVAC Duct Construction Standards. Construction shall be G-60 or better lock forming quality per ASTM A653. Plenums shall be constructed of reinforced 16-gauge thickness galvanized sheet metal.
8. Tuning vanes shall be installed in all elbows with 45 degree or greater angles. Vanes shall be double thickness when 30" or longer, where installed in ducts with 2000 fpm or greater velocity, or in ducts with a pressure classification of 2" wc or greater. Where double thickness type turning vanes are required, each vane shall be welded to the vane runner.
9. Include all required hangers and supports to support new equipment and ductwork.
10. Ductwork and associated components shall be coated with epoxy paint; color to match existing.
11. Provide mechanical startup for the (1) new RTU.
12. Provide one (1) extra set of RTU filters complete.
13. Include all required permits, fees, and inspections.
14. Mechanical contractor is responsible to field verify all items. Any items needed to complete the installation or meet general and code requirements must be included in the submitted bids.
15. Controls, electrical, test and balance, and startup to be included in mechanical contractor bid.

ELECTRICAL

1. Disconnect power from (1) existing Trane RTU and prepare for reconnection to the new replacement RTU.
2. New RTU voltage to match existing RTU (460/60/3)
3. MCA of new RTU: 48A (Existing RTU MCA: 98A)
4. MOP of new RTU: 70A (Existing RTU MOP: 125A)
5. Disconnect any existing smoke/fire safety interlocks and connect to new Trane RTU after installation.
6. Disconnect any existing duct-mounted smoke detectors and connect to new RTU after installation.
7. Modify existing and/or provide and install new conduit and power wiring as necessary to provide 460V/3 phase power to (1) new Trane RTU after installation. New Trane RTU to be supplied with factory-installed circuit breaker. Refer to attached submittals for power requirements and factory provided electrical connections & options.
8. Remove existing breakers and fuses for the (1) RTUs and install new breakers and fuses as needed.
9. Permanently weather-seal any unit penetrations.
10. Provide and install all necessary electrical accessories, including, but not limited to, disconnects, breakers, fuses, etc.
11. Electrical Contractor is responsible to field verify all items. Any items needed for a complete installation and to meet general or code requirements must be included in the submitted bids.

TEST AND BALANCE

1. After replacement:
    a. Provide air balance for (1) new RTU. Ensure ductwork and diffuser modifications support the proper operation of the new 15-ton unit.
    b. Provide complete report.

CONTROLS

1. RTU to be controlled by local thermostat on interior wall. Existing thermostat to be reused.
2. Startup and verification.

RTU

Item	Tag(s)	Qty	Description	Model Number
A1	RTU-1	1	3 - 25 Ton PKGD Precedent Unitary Rooftop	TZK180A4S00**02C0A20100A0000A

Item: A1 Qty: 1 Tag(s): RTU-1

DX Cooling
Ultra High Efficiency
R-454B Refrigerant
15 Ton
460/60/3
Symbio 700
Single Zone Variable Air Volume with
Standard Motor
Hinged Access Panels with 2-in MERV 8 Filter
Through the Base Electric
Circuit Breaker
Advanced Controls and BACnet BAS
Return Air Smoke Detector
Low Ambient
3-year parts, coils & controls warranty
5-year compressor parts only warranty
Low Ambient Cooling to 0°F
Discharge Air Temperature Sensing Kit
Indoor Options Module
Low Leak Economizer, Dry Bulb, Horiz (Field Installed)
Barometric relief (Field Installed)
Horizontal Conversion Panel (Field Installed)
1st Yr Labor Whole Unit

General - eFlex

1. Packaged rooftop unit cooling capacities, heating capacities, and efficiencies are certified to the following standards:
    a. 3 to 5 ton units: AHRI Standard 210/240.
    b. 6 to 25 ton units: AHRI Standard 340/360.
2. Convertible airflow.
3. Symbio controls operating range between 0.0 F and 125.0 F in cooling mode standard from the factory.
4. Factory assembled, internally wired, fully charged with R-454B, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory.
5. Colored and numbered wiring internal to the unit for simplified identification.
6. Units cULus listed and labeled, classified in accordance with Central Cooling Air Conditioners
7. Unit shall be furnished with a leak detection system from the factory. The leak detection system shall consist of one or more refrigerant detection sensors. When the system detects a leak, the unit controller shall initiate mitigation actions.

Casing

1. Zinc coated, heavy gauge, galvanized steel.
2. Weather resistant pre-painted metal with galvanized substrate.
3. Meets ASTM B117, 672 hour salt spray test.
4. Removable single side maintenance access panels.
5. Lifting handles in maintenance access panels (can be removed and reinstalled by removing fasteners while providing a water and air tight seal).
6. Exposed vertical panels and top covers in the indoor air section insulated with a cleanable foil-faced, fire-retardant permanent, odorless glass fiber material.
7. Base pan shall have no penetrations within the perimeter of the curb other than the raised 1 inch high downflow supply/return openings to provide an added water integrity precaution, if the condensate drain backs up.
8. Base of the unit insulated with 1/8 inch, foil-faced, closed-cell insulation.
9. Unit base provisions for forklift and/or crane lifting on three sides of unit.

Hail Guards

1. Provides condenser coil protection.

Microchannel Coils

1. Optimal heat transfer performance due to flat, streamlined tubes with small ports, and metallurgical tube-to-fin bond.
2. Reduce system refrigerant charge by up to 50% leading to better compressor reliability.
3. Compact all-aluminum microchannel coils reduce the unit weight.
4. Recyclable all aluminum coils. All aluminum construction minimizes galvanic corrosion.
5. Strong aluminum brazed structure provides better fin protection.
6. Flat streamlined tubes for more dust resistant and easy to clean.
7. Coils leak tested at the factory to ensure the pressure integrity.

Compressors - eFlex

1. All units have variable speed compressor matched with variable frequency drive that modulates the speed of the compressor motor and provides several compressor protection functions.
2. Permanent magnet motor with voltage utilization range of plus or minus 10 percent of unit nameplate voltage.
3. Crankcase heaters sized to minimize the amount of liquid refrigerant present in the oil sump during of cycles are standard on all compressors
4. Single variable speed compressors in 12.5 and 15 ton units. Manifolded variable and fixed Speed compressors in 17.5 to 25 ton units
5. Variable speed modulation to 15 Hz equating to 25 percent or less of full capacity
6. Control of the eFlex system is integrated with the Symbio 700 unit controller to ensure optimal equipment reliability and performance.

Filters

1. Two inch pleated media filters shall be available on all models.

Frostat

1. Utilized as a safety device.
2. Opens to prevent freezing temperatures on the evaporator coil.
3. Temperature will need to rise to 50°F before closing.
4. Utilized in low airflow or high outside air applications (cooling only).

Indoor Fan - eFlex

1. Direct drive plenum fan design.
2. Plenum fan design - backward-curved fan wheel along with an external rotor direct drive variable speed indoor motor.
3. Supply fan speed adjustments can be made using the Symbio 700 or Mobile App.
4. Motors are thermally protected.
5. Variable speed direct drive motors are high efficiency.

Through-the-Base Electrical with Circuit Breaker

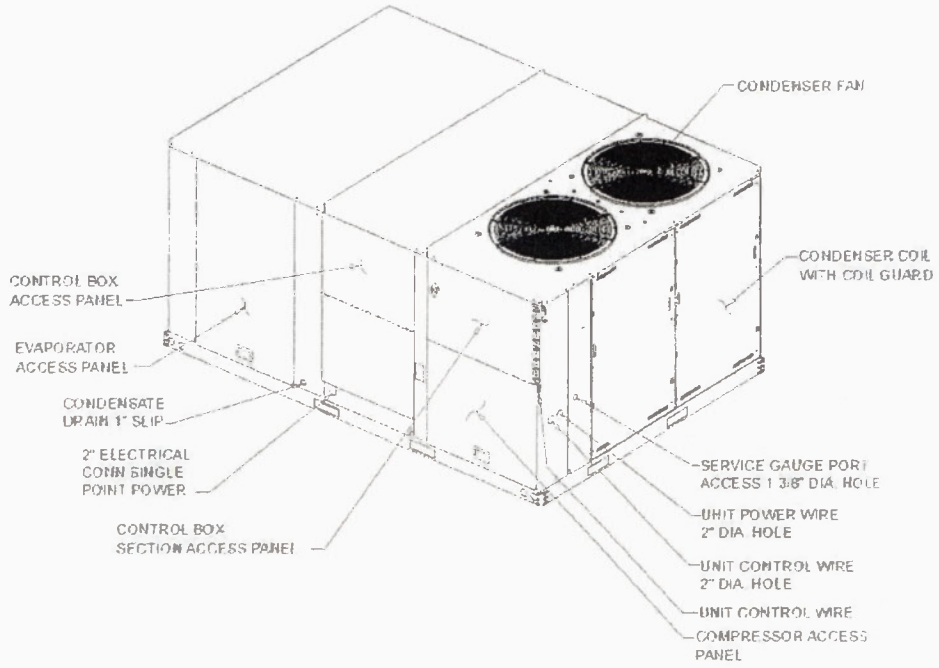
1. Thermal magnetic, molded case, HACR circuit breaker with provisions for through-the-base electrical connections.
2. Circuit breaker installed within unit in water tight enclosure.
3. Wiring provided from the switch to the unit high voltage terminal block.
4. Circuit breaker will provide overcurrent protection, sized per NEC and cULus guidelines, and agency recognized by cULus.

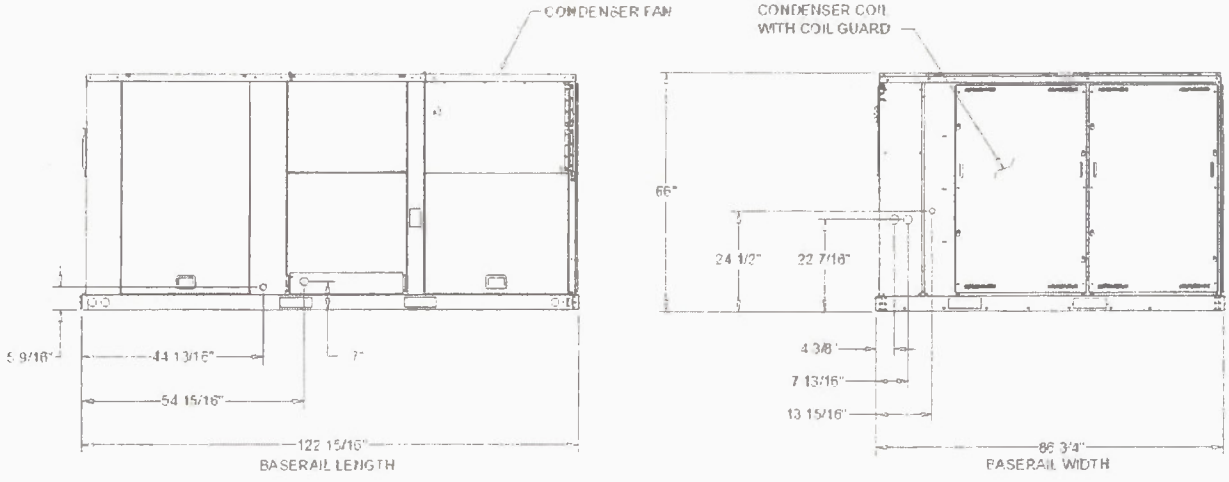
Low Leak Economizer

1. This accessory meets the low leak requirements for ASHRAE 90.1, IECC, and CA Title 24 standards (4 cfm/ ft2@1" wg exterior air/return air). This option allows for 100% outdoor air supply from 0% to 100% modulating dampers and comes standard with barometric relief. It can be paired with powered exhaust for additional building pressure relief. This option can be paired with or without fault detection and diagnostics (FDD) to meet the current mandatory CA Title 24 requirements. The economizers come with four control options: dry bulb, reference enthalpy, comparative enthalpy, or differential dry bulb.

Dimensional Drawings - 3 - 25 Ton PKGD Precedent Unitary Rooftop
Item: A1 Qty: 1 Tag(s): PREC-3

NOTES:
1. THRU-THE-BASE ELECTRICAL IS NOT STANDARD ON ALL UNITS
2. VERIFY WEIGHTS, CONNECTIONS, AND ALL DIMENSIONS WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

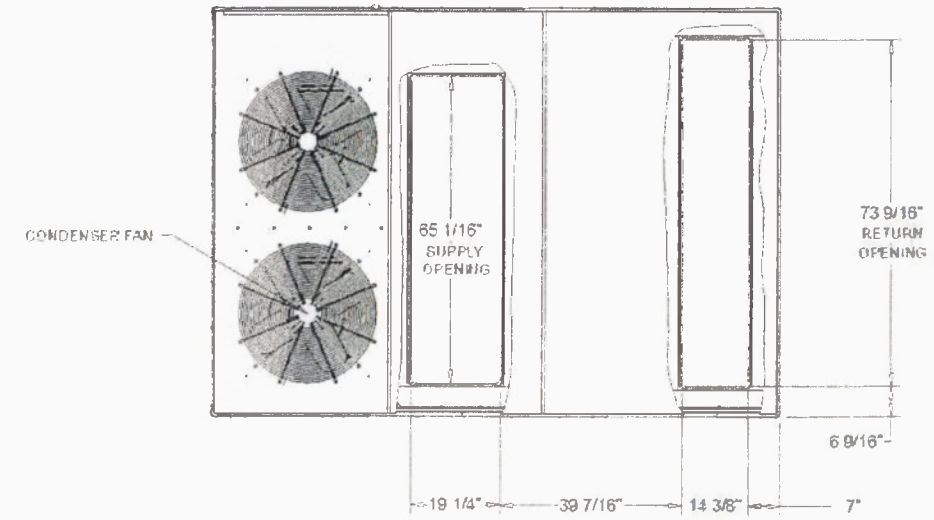




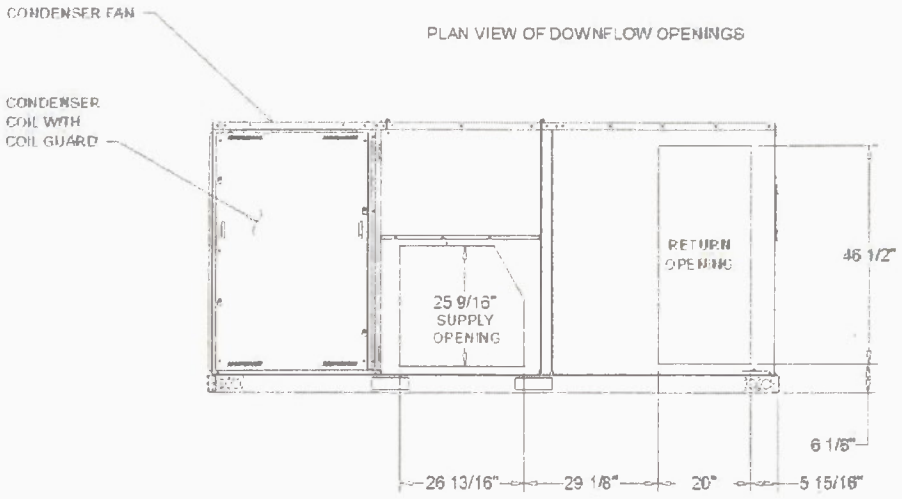
DX COOLING / ELECTRIC HEAT ULTRA HIGH EFFICIENCY

DIMENSION DRAWING

Dimensional Drawings - 3 - 25 Ton PKGD Precedent Unitary Rooftop
Item: A1 Qty: 1 Tag(s): PREC-3



PLAN VIEW OF DOWNFLOW OPENINGS



HORIZONTAL AIR FLOW OPENING

DX COOLING / ELECTRIC HEAT ULTRA HIGH EFFICIENCY

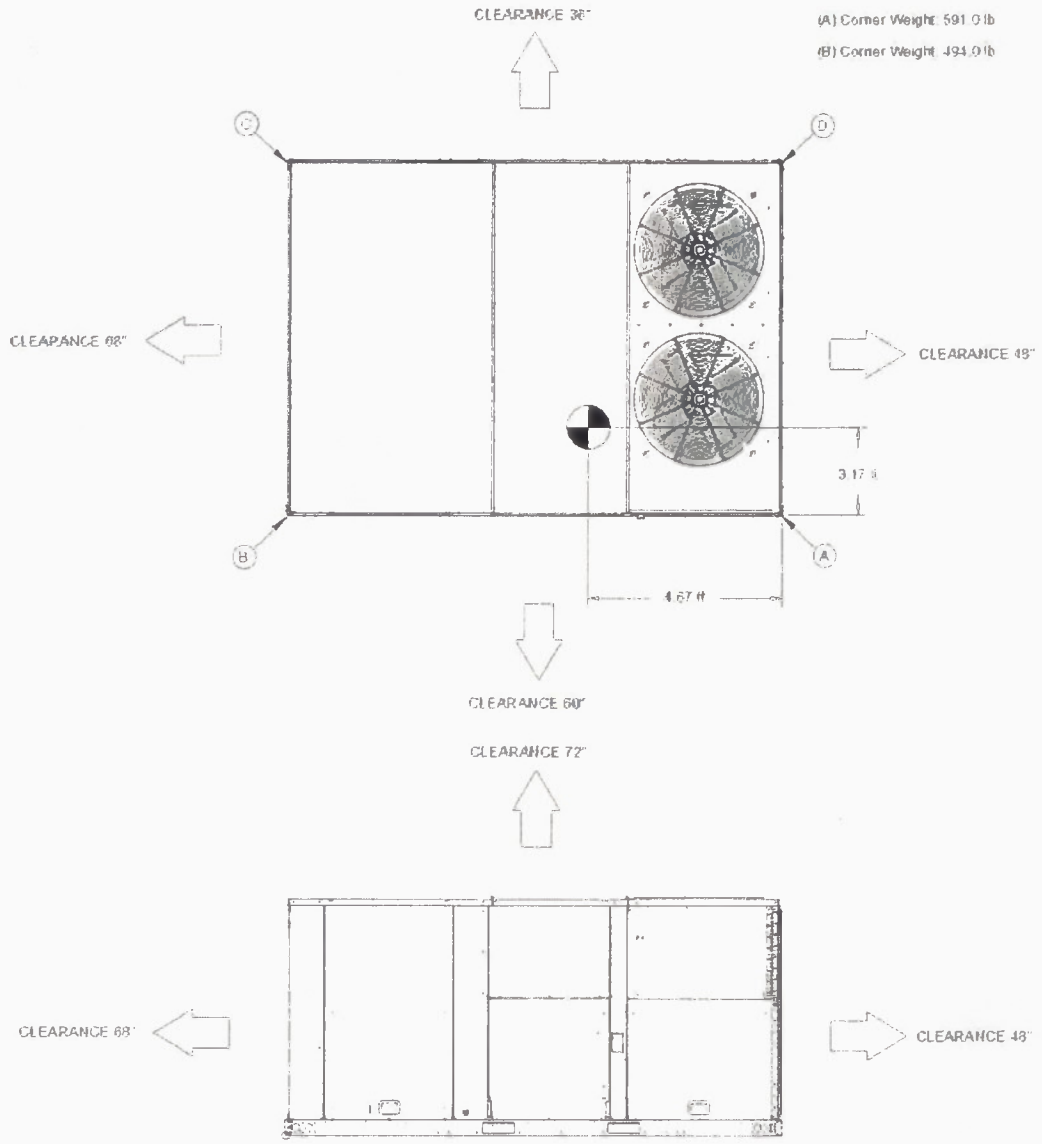
DIMENSION DRAWING

Weight, Clearance & Rigging - 3 - 25 Ton PKGD Precedent Unitary Rooftop
Item: A1 Qty: 1 Tag(s): PREC-3

NOTES:
1. APPROX. INSTALLED WEIGHT INCLUDES ALL SELECTED OPTIONS AND ACCESSORIES.
2. CORNER WEIGHTS ARE FOR BASE UNIT ONLY AND DO NOT INCLUDE OPTIONS OR ACCESSORIES.
3. WEIGHT INCLUDES BOTH FACTORY AND FIELD INSTALLED ACCESSORY.

Approximate Installed Weight: 1,951.0 lb

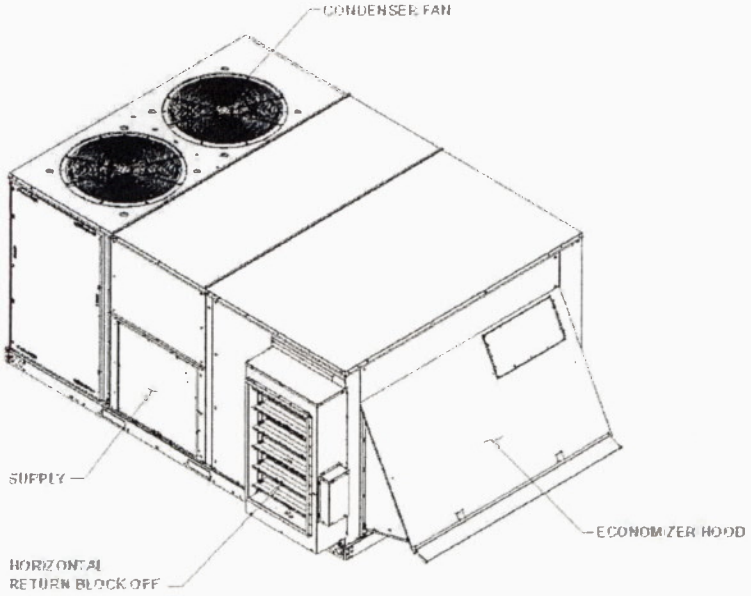
(A) Corner Weight: 591.0 lb
(B) Corner Weight: 494.0 lb
(C) Corner Weight: 383.0 lb
(D) Corner Weight: 458.0 lb

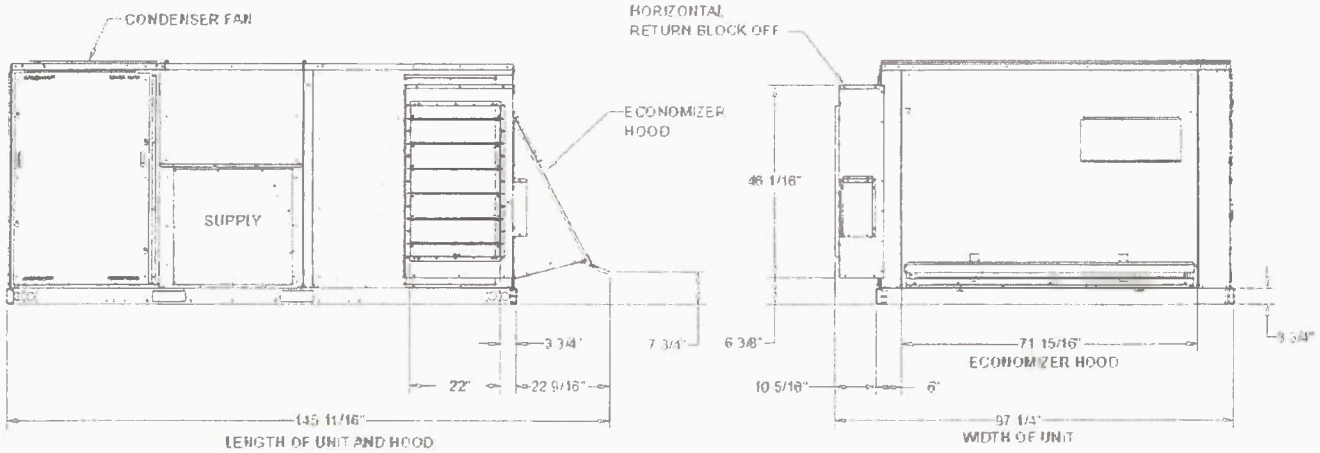


DX COOLING / ELECTRIC HEAT ULTRA HIGH EFFICIENCY

WEIGHTS AND CLEARANCES

Accessory - 3 - 25 Ton PKGD Precedent Unitary Rooftop
Item: A1 Qty: 1 Tag(s): PREC-3

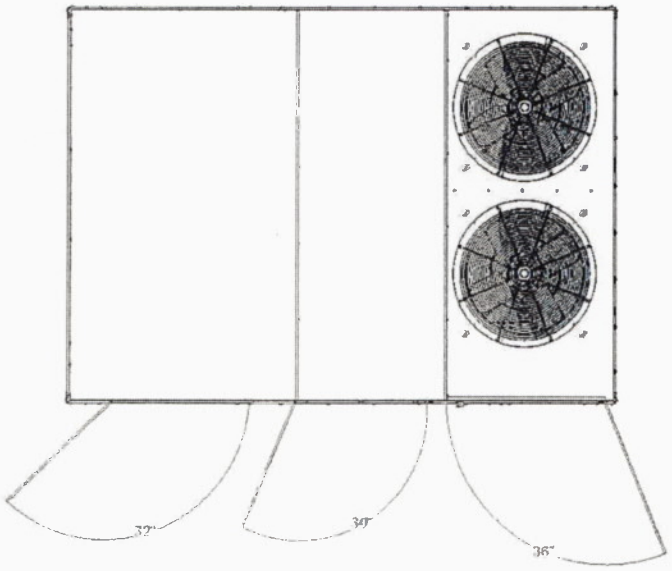


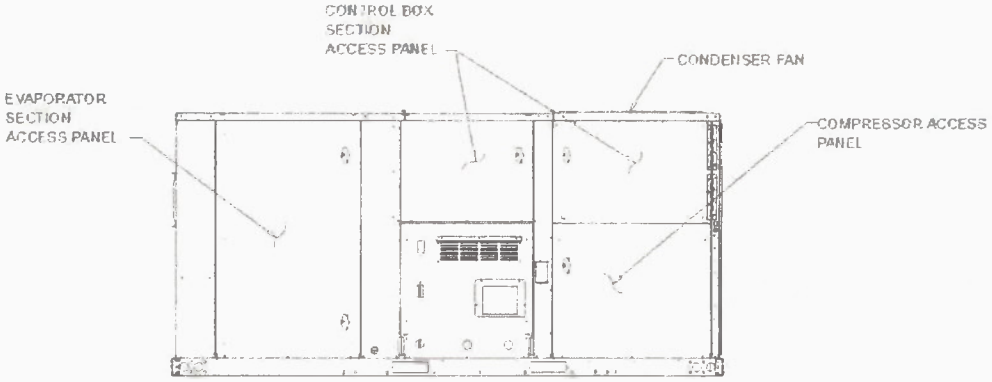


LOW LEAK ECONOMIZER AIR DAMPER (FIELD ACCESSORY)

DX COOLING / ELECTRIC HEAT ULTRA HIGH EFFICIENCY

Accessory - 3 - 25 Ton PKGD Precedent Unitary Rooftop
Item: A1 Qty: 1 Tag(s): PREC-3

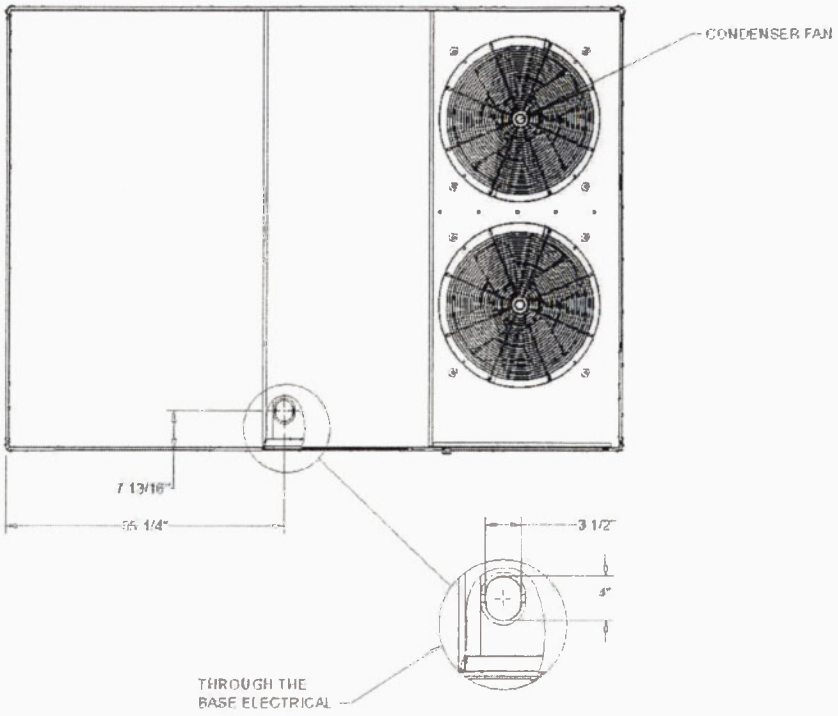


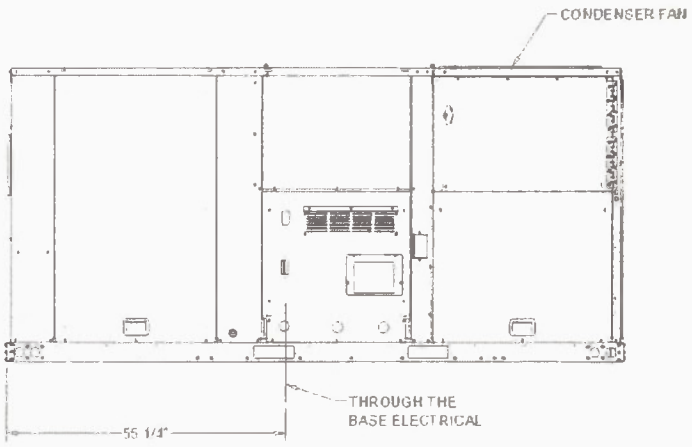


SWING DIAMETER FOR HINGED DOOR(S) (OPTION)

DX COOLING / ELECTRIC HEAT ULTRA HIGH EFFICIENCY

Accessory - 3 - 25 Ton PKGD Precedent Unitary Rooftop
Item: A1 Qty: 1 Tag(s): PREC-3



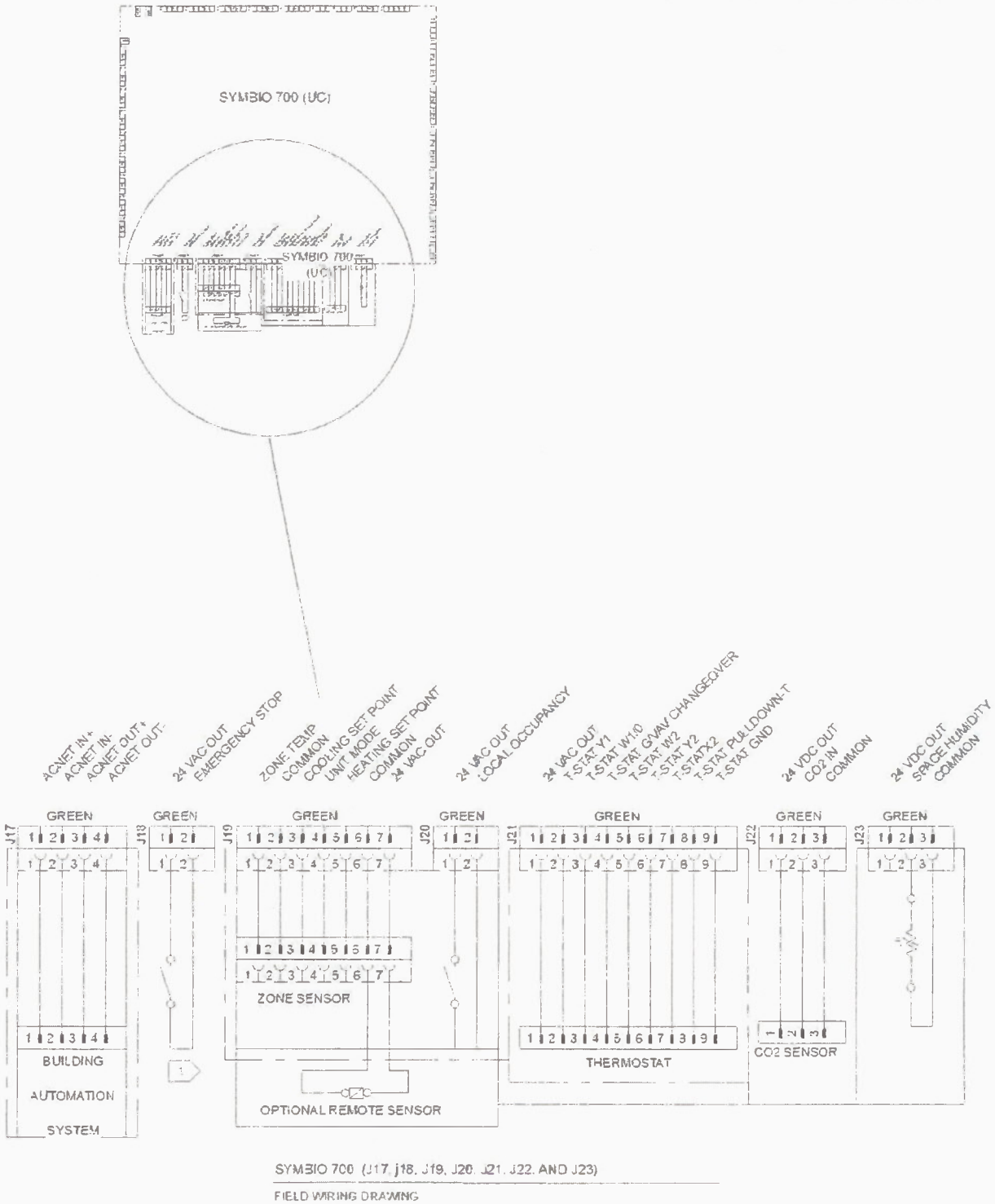


THROUGH-THE-BASE ELECTRICAL (OPTION)

DX COOLING / ELECTRIC HEAT ULTRA HIGH EFFICIENCY

Field Wiring - 3 - 25 Ton PKGD Precedent Unitary Rooftop
Item: A1 Qty: 1 Tag(s): PREC-3

NOTES:
1. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

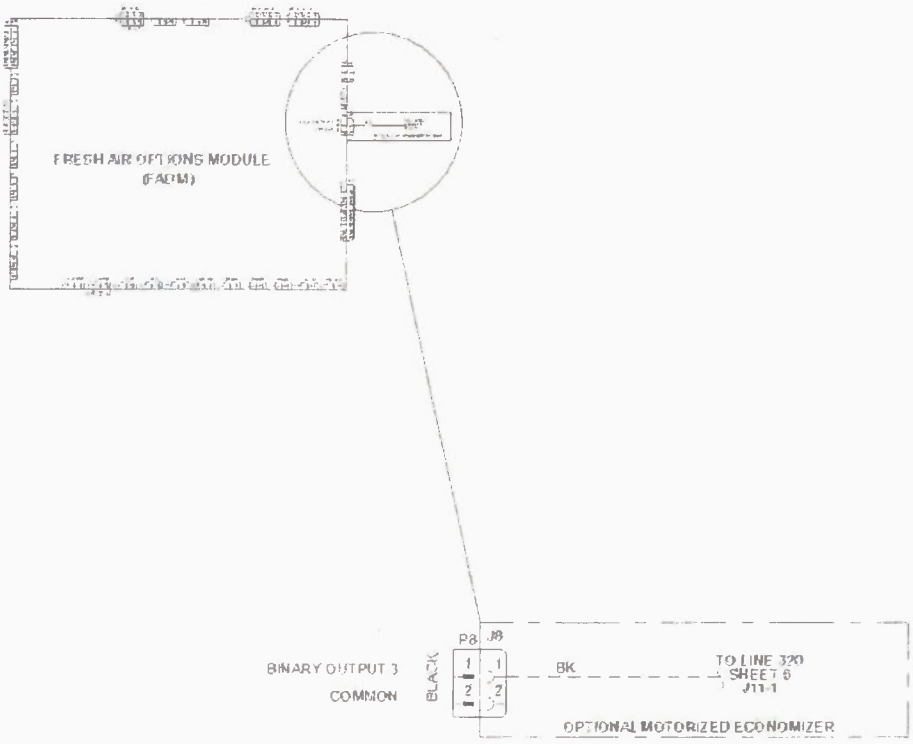


SYMBIO 700 (J17, j18, J19, J20, J21, J22, AND J23)

FIELD WIRING DRAWING

Field Wiring - 3 - 25 Ton PKGD Precedent Unitary Rooftop
Item: A1 Qty: 1 Tag(s): PREC-3

NOTES:
1. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

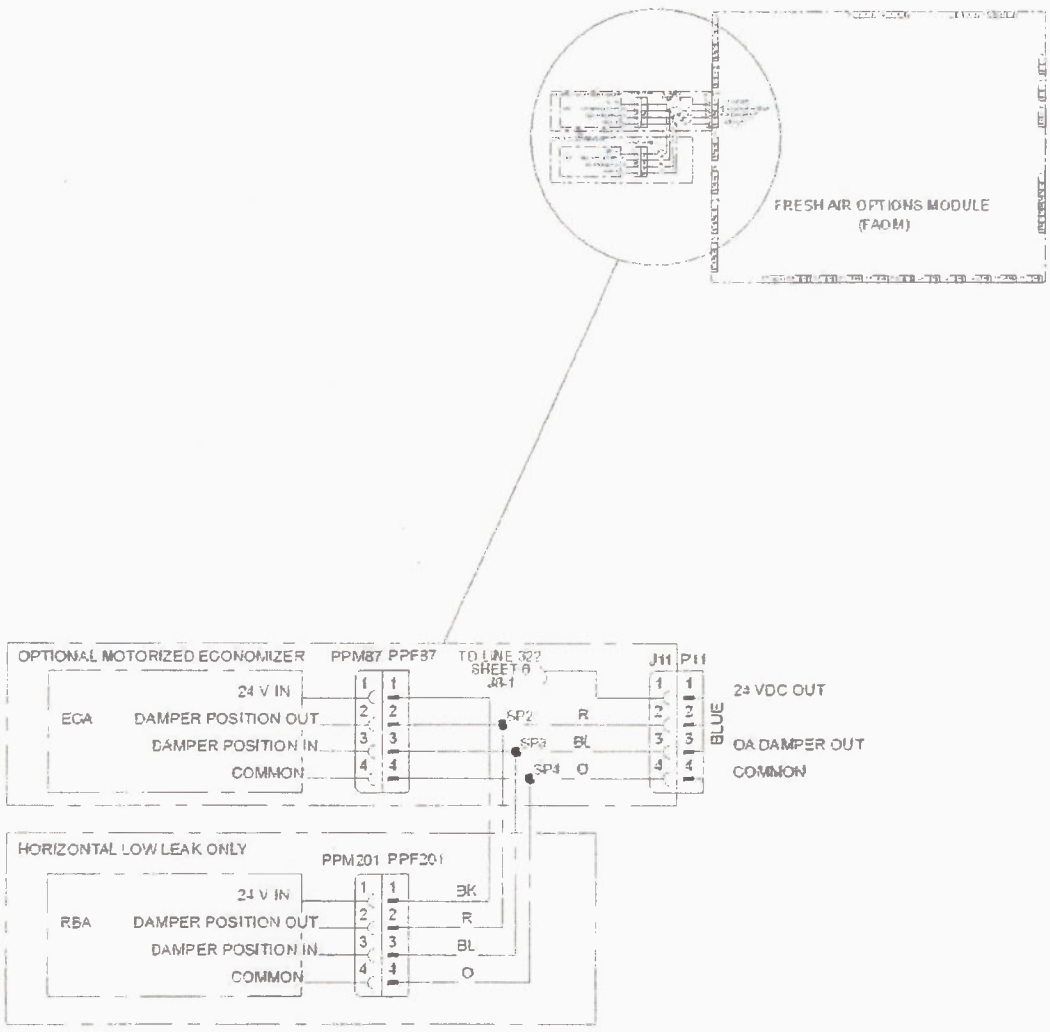


OPTIONAL MOTORIZED ECONOMIZER (J8)

FIELD WIRING DRAWING (INDOOR OPTION MODULE)

Field Wiring - 3 - 25 Ton PKGD Precedent Unitary Rooftop
Item: A1 Qty: 1 Tag(s): PREC-3

NOTES:
1. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION



OPTIONAL MOTORIZED ECONOMIZER WITH HORIZONTAL LOW LEAK ONLY (J11)

FIELD WIRING DRAWING (FRESH AIR OPTIONS MODULE)

Field Installed Options - Part/Order Number Summary
This is a report to help you locate field installed options that arrive at the jobsite. This report provides part or order numbers for each field installed option, and references it to a specific product tag. It is NOT intended as a bill of material for the job.

Product Family - 3 - 25 Ton PKGD Precedent Unitary Rooftop

Item	Tag(s)	Qty	Description	Model Number
A1	PREC-3	1	3 - 25 Ton PKGD Precedent Unitary Roofto	TZK180A4S00**02C0A20100A0000A

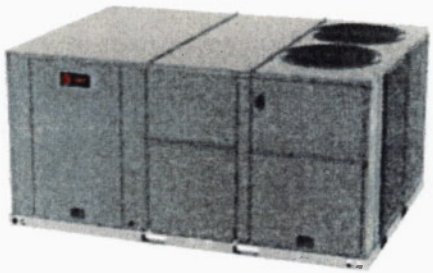
Field Installed Option Description	Part/Ordering Number
Low Leak Economizer, Dry Bulb, Horiz	FIAECON203A
Barometric relief	FIABARM003A
Horizontal Conversion Panel	FIAHZDC001A

Unit Overview - TZK180A4S00**02C0A20100A0000A00000000000

Application	Unit Size	Supply Fan		External Dimensions (in.)			Operating Weight	Elevation
		Airflow	Total Static Pressure	Height	Width	Length		
DX Cooling / Electric Heat	15 Ton	5250. cfm	0.626 in H2O	5.50 ft	7.25 ft	10.25 ft	1951.0 lb	0.00 ft

Unit Features

Unit Efficiency	Ultra High Efficiency
Refrigerant	R-454B Refrigerant
EER @ AHRI	12.70 Number
IEER @ AHRI	23.90 Number
Hinged Service Access/Filters	Hinged Access Panels with 2-in MERV 8
Through the Base Provisions	Electric
Disconnect / Circuit Breaker	Circuit Breaker



Unit Electrical

Voltage/phase/hertz	460/60/3
MCA	48.00 A
MOP	70.00 A
Condenser Fan FLA	0.00 A
Evaporator Fan FLA	4.60 A
Compressor 1 RLA	26.90 A
Compressor 2 RLA	0.00 A
Compressor Power	12.30 kW
System Power	14.11 kW

Controls

Unit Controls	Symbio 700
Communications Option	Advanced Controls and BACnet BAS
SupplyFan/DriveMotorType	Single Zone VAV with Standard Motor
Smoke Detector	Return Air
Low Ambient	Low Ambient

Cooling Section

Entering Dry Bulb	80.00 F
Entering Wet Bulb	67.00 F
Ambient Temp	95.00 F
Leaving Coil Dry Bulb	56.06 F
Leaving Coil Wet Bulb	55.68 F
Leaving Unit Dry Bulb	57.43 F
Leaving Unit Wet Bulb	56.23 F
Saturated Discharge Temperature	120.04 F
Saturated Suction Temperature	53.50 F

Capacity	
Gross Total	179.66 MBh
Gross Latent	45.66 MBh
Gross Sensible	134.00 MBh
Net Total	176.55 MBh
Net Sensible	130.89 MBh
Net Sensible Heat Ratio	74.00 %
Fan Motor Heat	1.30 MBh
Refrig Charge-Circuit 1	12.8 lb

Fan Section

Indoor Fan Data	
Airflow Application	Horizontal
Design ESP	0.500 in H2O
Component SP	0.126 in H2O
Heat SP	0.000 in H2O
Total SP	0.626 in H2O
Indoor Fan Drive Type	Variable Direct
Indoor Fan Quantity	2.00 Number
Indoor Fan Type	BC Plenum

Indoor Fan Performance	
Airflow	5250. cfm
Supply Motor Horsepower	3.000 hp
Total Supply Motor Operating Power	1.150 hp
Indoor RPM	965 rpm
Outdoor Fan Data	
Outdoor Fan Drive Type	Direct
Outdoor Fan Quantity	2
Outdoor Fan Type	Propeller
Filters	
1st Filter Size and Qty	4 - 20 x 30 x 2
2nd Filter Size and Qty	4 - 20 x 24 x 2

Field Installed Accessories

Barometric relief	yes
Fresh air selection	Low Leak Economizer, Dry Bulb, Horiz
Horizontal Conversion Panel	yes

Acoustics

Sound Path	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
Ducted Discharge	97 dB	83 dB	73 dB	71 dB	75 dB	62 dB	58 dB	54 dB
Ducted Inlet	86 dB	76 dB	68 dB	61 dB	56 dB	52 dB	51 dB	48 dB
Outdoor Noise	96 dB	88 dB	88 dB	86 dB	86 dB	80. dB	77 dB	72 dB

Note:Ducted Discharge/Ducted Inlet prediction data conform to AHRI 260

Warranty

Labor (first year)	1st Yr Labor Whole Unit

CITY OF WYOMING | POLICE DEPARTMENT

2300 DeHoop Ave. SW, Wyoming, MI 49509
616.530.7309 | wyomingmi.gov

Staff Report

Date: February 6, 2025

Subject: Simunition Safety Equipment

From: Capt. Eric Wiler

CC: Chief Kimberly Koster

Meeting Date: February 17, 2025

PURPOSE:

It is recommended that the City Council accept the bid and authorize the purchase of Simunition safety equipment from Kiesler Police Supply, Inc. in the amount of $8,506.25.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – SAFETY
  - GOAL 1 – Implement and adopt more proactive public safety initiatives.

DISCUSSION:

On Tuesday, February 4, 2025, the City received two bids for Simunition safety equipment. Seventy-four (74) invitations to bid were sent to prospective bidders, and fifteen (15) of those prospective bidders downloaded the bid specifications. Kiesler Police Supply, Inc. provided the low bid of the two bids received.

As part of the Wyoming Police Department's commitment to providing exceptional training to our officers, they regularly engage in reality-based training. Reality-based training allows officers to train in scenarios that mimic situations they may respond to in our community. Special safety equipment, such as face/head, throat, and groin protection, is required to provide a safe training environment for both the student officer and role players when utilizing Simunitions. Simunitions are specialty ammunition, similar to paintballs, designed to maximize officer training in exercises such as active assailant scenarios.

The department's current safety equipment is over fifteen years old, worn out, and no longer provides the adequate protection required for reality-based training.

TABULATION:

Quantity	Item Description -Purchase	Vance Outdoors, Inc.		Kiesler Police Supply, Inc.	
		Unit Price	Total Price for Estimated Quantity	Unit Price	Total Price for Estimated Quantity
25	SIMUNITION FX-9004 HELMET HEAD PROTECTOR, MANUFACTURER NUMBER 8972264	$226.83	$5,670.50	$222.00	$5,550.00
25	SIMUNITION FX-9000 PROTECTIVE THROAT COLLAR – ONE SIZE FITS ALL MANUFACTURER NUMBER 8971764	$58.41	$1,460.25	$56.75	$1,418.75
20	SIMUNITION FX-9000 GROIN PROTECTOR – MALE MANUFACTURER NUMBER 8971770	$65.08	$1,301.60	$63.25	$1,265.00
5	SIMUNITION FX 9000 GROIN PROTECTOR – FEMALE MANUFACTURER NUMBER 8971771	$56.29	$281.45	$54.50	$272.50
	Total Purchase Price		$8,713.80		$8,506.25

BUDGET IMPACT:

Monies are budgeted for the purchase of Simunition safety equipment and are available in the Capital Outlay – Miscellaneous account 205-301-31500-973.153.

Attachment(s):
Contracts

CITY OF
WYOMING

SIMUNITION SAFETY EQUIPMENT PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Kiesler Police Equipment
[Name of supplying entity]

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

2802 Sable Mill Road
[Supplier's street address]

Jeffersonville, IN 47130
[Supplier's city, state & zip]

Effective Date means: 2-17, 2025

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

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

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

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

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.

2. City will pay the Contractor in accordance with the RFP and Proposal.

3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

   Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: _____

Contractor: Kiesler Police Supply Inc

By: Brittany A.L. Girdler
[Signature officer, director, or principal of Contractor]

Brittany A.L. Girdler Bid Specialist
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: January 27, 2025

RECEIVED
FEB – 4 2025
Wyoming City Clerk

02/17/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A PROPOSAL FOR REPAIRS TO THE FIRE ALARM PANEL AT THE WYOMING POLICE DEPARTMENT (WYPD)

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Vanguard Fire and Supply, Inc. for repairs to the fire alarm panel at the WYPD in the total estimated amount of $10,712.44.
2. It is further recommended the City Council authorize a $2,000.00 contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Vanguard Fire and Supply, LLC for repairs to the fire alarm panel at the WYPD.
2. City Council authorizes a $2,000.00 contingency.
3. City Council authorizes the City Manager to sign the contract.
4. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Proposal

CITY OF WYOMING

Public Works | 2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3487 | wyomingmi.gov

STAFF REPORT

Date: January 30, 2025
Subject: Police Building Fire Panel Repairs
From: Troy Rinks, Facilities Foreman
CC: Myron Erickson, Director of Public Works
CC: Kimberly Koster, Director of Public Safety
Meeting Date: February 17, 2025

RECOMMENDATION:

It is recommended that the City Council approve the proposal from Vanguard Fire & Security Systems, totaling $10,712.44, and authorize up to $2,000.00 in contingencies, for repairs to the existing, outdated fire alarm panel at the Police building.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 - Stewardship
  - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.
  - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The fire alarm panel in the Police Department building has experienced operational issues that compromise its ability to provide reliable fire detection and notification. The panel is an essential safety component, ensuring compliance with fire codes and protecting city personnel, visitors, and critical infrastructure. The fire panel is malfunctioning due to its age and faulty components. The panel has sent false trouble signals to the monitoring company, causing the fire department to be falsely dispatched. If not addressed promptly, this could result in delayed emergency response, potential code violations, and increased risk to personnel and property.

The fire alarm panel in the Police Department building operates on a proprietary software system that is serviced by Vanguard Fire & Security Systems. Due to the specialized nature of this system, only authorized technicians from this company—or their certified service providers—are permitted to diagnose, repair, and program the panel.

Because of these restrictions, staff was unable to obtain multiple quotes for the repair. Seeking service from an unauthorized vendor could compromise the system's functionality, void warranties, or result in non-compliance with fire code regulations. Given these factors, Vanguard Fire & Security Systems was selected as the sole qualified provider to perform the necessary repairs.

This panel is becoming obsolete, and parts are getting harder to find. However, a new panel and system will cost in excess of $100,000, making this repair the least expensive and most efficient route to get this fire alarm system functioning correctly. It is likely that within the next 5 years this fire panel, and others of a similar vintage in the City, will need to be replaced.

BUDGET IMPACT:

Sufficient funds are available in the Public Safety Fund, Fire Buildings, Account 205-301-30610-930.000.

Attachments:

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: Vanguard Fire and Supply, LLC
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2101 Martindale Ave SW
[Contractor's street address]
Grand Rapids, MI 49509
[Contractor's city, state & zip]

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

Effective Date means: February 18, 2025. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:
_____
Heather Chapman, Deputy City Attorney

Vanguard Fire and Supply, LLC

By: _____
[Signature officer, director, or principal of Contractor]
Jim Van Dorp
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 2-11, 2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

3. Grant Compliance. If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1.

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

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

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

4. Qualifications. Contractor represents and promises that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

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

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: $2,000,000 Each Occurrence Limit $2,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a $1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

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

19. General Terms.

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

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

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

EXHIBIT B
PROPOSAL

VANGUARD

Corporate Headquarters:
Vanguard Fire & Security Systems
2101 Martindale Ave. SW
Grand Rapids, MI 49509
Ph. (616) 245-8719
Fax (616) 245-7541

Date:	February 5, 2025		
Quote #:	Q00038354	Revision:	1
Contact:			
Email:			

Bill To:
ID:4193
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Worksite:
ID:10183
Wyoming Police Department
2300 Dehoop Avenue SW
Wyoming, MI 49509

Contact:
Troy Rinks
Phone: (616) 530-7300
Email: troy.rinks@wyomingmi.gov

Description	Qty	Price	Ext. Total	Tax
Service Call Truck Charge	1.0	150.00	150.00	0.00
ALD card for fire panel (refurbished)	1.0	3,927.46	3,927.46	0.00
Main IQ board for MXL fire panel (refurbished)	1.0	3,439.98	3,439.98	0.00
Labor to install fire panel boards and test system	1.0	3,120.00	3,120.00	0.00
Shipping & Handling	1.0	75.00	75.00	0.00

Original Service Ticket: ST00159745

Subtotal:	10,712.44
Tax:	0.00
Total Amount Quoted:	10,712.44

General Notes:

- This proposal is valid for 10 days, after which, at Vanguard's option, it may be withdrawn.
- Pricing does not include additional Administrative/Report Submittal fees (if applicable)
- Normal Business hours are Monday - Friday from 8:00 am to 5:00 pm.
- A closer inspection may reveal that additional parts, labor and materials are required to correct equipment issues. In this case, a new proposal will be submitted prior to any additional work being completed.

ACCEPTANCE OF QUOTE

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Vanguard is authorized to do the work as specified. I have read, understand and agree to the terms and conditions and understand they are conditions and terms to this agreement.

Signature: _____ Date: _____

Print Name: _____ PO Number: _____

VANGUARD

Corporate Headquarters:
Vanguard Fire & Security Systems
2101 Martindale Ave. SW
Grand Rapids, MI 49509
Ph. (616) 245-8719
Fax (616) 245-7541

Date:	February 5, 2025		
Quote #:	Q00038354	Revision:	1
Contact:			
Email:			

ADDITIONAL TERMS and CONDITIONS

1. Payment Terms: Net thirty (30) days from invoice date, or upon demand without discount. Invoices not paid in accordance with these terms are subject to a service charge of one and one-half percent (1 1/2%) per month, eighteen percent (18%) per year. In the event Customer fails to pay pursuant to the terms herein, Customer hereby agrees to pay interest on all outstanding amounts and agrees to pay all actual expenses, including actual attorney fees incurred by Vanguard in the collection by suit or otherwise, of any amount payable under this Proposal.

2. The Project and Description of Scope: : Vanguard shall complete the construction and installation project outlined on page one (the "Project"), in accordance with the plans and specifications provided to it by Customer which are integrated and made a part of this proposal. Any features of the Project that are not explicitly described in such plans and specifications, will only be included and binding upon either party after such addition is evidenced by a written change order signed by Customer and Vanguard and setting forth a detailed description of the change, addition or deletion, and the costs, or credit thereof.

3. Exclusions from Project: Customer acknowledges that the items outlined on page one, identified as exclusions, are specific exclusions to Vanguard's responsibilities and are not construed as a requirement under the Project's scope or description.

4. Project Timing: The parties understand and acknowledge that any time frames discussed are good faith estimates by Vanguard and that such time frames may be extended due to circumstances beyond Vanguard's control such as, but not limited to, subcontractor scheduling, unfavorable weather conditions, material or manual or skilled labor shortages, delays, strikes, acts of God, additions, deletions, or modifications of the original Project's scope, or any other contingency beyond its control.

5. Limitation of Liability and Statute of Limitation: Under no circumstances shall Vanguard be liable for any special, indirect or consequential damages arising from a breach of this Proposal or the subject use and reliance on the product, material, personal property or installation provided by Vanguard, including without limitation, any damages based on a claimed diminution in the value of the real property subject to this Proposal. No action regardless of its form, and arising out of the transactions under this Proposal may be brought by Customer more than two (2) years after the cause of action has accrued.

6. Indemnification: Customer agrees to indemnify, defend and hold harmless Vanguard from and against all claims, demands, liabilities, damages, losses, expenses, including attorneys' fees and lawsuits, which may be asserted against or incurred by Vanguard by or due to any person not a party to this Agreement, including Vanguard's insurance or bonding company, for any expense, loss or damage including, but not limited to, statutory civil damages, personal injury, death and/or property damage, real and/or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, maintenance, monitoring, recording of communications, and operation or non-operation of the equipment, whether due to the sole, joint or several negligence of Company or its agents, servants, employees, suppliers, or subcontractors, breach of contract, express or implied, breach of warranty, express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract, tort or equity. Notwithstanding anything contained herein to the contrary, this paragraph shall not apply to claims for loss or damage caused directly and solely by the negligence of an employee of Vanguard while on Customer's premises, provided, however, that this exemption be limited to the amount of proceeds received from Company's insurance policy (ies) applicable to the claim or action.

7. Alternative Dispute Resolution: Aside from Vanguard's rights provided under the Michigan Construction Lien Act, any claim or controversy arising out of Customer claims about quality of workmanship, interpretation of compliance with specifications, Project progress or allegations of breach of the Proposal, Vanguard and Customer agree to institute dispute resolution through binding arbitration using arbitration rules established by the American Arbitration Association. At the arbitration hearing, which each party agrees and consents to being located in Kent County, Michigan, both Vanguard and Customer shall have the right to counsel and reasonable discovery. All arbitration awards shall be in writing and contain findings of fact and conclusions of law. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event a dispute rises to the arbitration level, Vanguard, at its option, is released from any mandatory requirements under this Agreement, including continuation or completion of the Project. This arbitration provision does not serve as a release or waiver by Vanguard of any of its rights under the Michigan Construction Lien Act and the construction lien foreclosure litigation remedies available through the Circuit Courts of Michigan.

8. Miscellaneous: The Proposal product, material and personal property will remain the property of Vanguard until final payment has been made. Customer agrees and waives any objection to Vanguard removing said product, material and personal property from the Customer location in the event final payment has not been made.

9. No Waiver: The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but such terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

10. Entire Agreement: No representations, warranties, undertakings or promises, whether oral, implied, or otherwise can be made or have been made by any of the parties to this Proposal unless expressly stated herein or unless mutually agreed in writing by the parties.

02/17/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A PROPOSAL FOR
AIR CONDITIONING COMPRESSOR REPLACEMENT AT CITY HALL

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Peerbolt's, Inc. to replace a failed air conditioning compressor at City Hall in the total estimated amount of $44,790.00.
2. It is further recommended the City Council authorize a $4,000.00 contingency.
3. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Peerbolt's, Inc. for air conditioning compressor replacement at the City Hall.
2. City Council authorizes a $4,000.00 contingency.
3. City Council approves the attached budget amendment.
4. City Council authorizes the City Manager to sign the contract.
5. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Contract/Proposal

CITY OF WYOMING BUDGET AMENDMENT

Date: February 17, 2025 **Budget Amendment No. 032**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional $48,790 of budgetary authority for the replacement of an air conditioning compressor at City Hall.

Description/Account Code	Current	Increase	Decrease	Amended
Capital Projects Revolving Fund				
General Administration - Capital Outlay - Capital Outlay				
805-000-57300-975.000	$ 2,083,648.00	$ 48,790.00	$ -	$ 2,132,438.00
Fund Balance/Working Capital (Fund 805)		$ -	$ 48,790.00	

Recommended: _____ _____
Senior Accountant City Manager

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

Motion carried: Yes _____, No _____

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

_____
City Clerk

CITY OF WYOMING | PUBLIC WORKS

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

Staff Report

Date: January 30, 2025

Subject: City Hall Air Conditioning Compressor Replacement

From: Troy Rinks, Facilities Maintenance Foreman

CC: Myron Erickson, P.E., Director of Public Works

Meeting Date: February 17, 2025

RECOMMENDATION:

It is recommended that the City Council accept a proposal from Peerbolt's Inc. to replace a failed air conditioning compressor at City Hall in the amount of $44,790.00 and authorize up to $4,000.00 in contingency for the project. Additionally, approval of a budget amendment of $48,790.00 for this work is also recommended.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

City Hall's air conditioning is powered by a large condenser unit that houses two compressors. In August of 2024, one of these two compressors failed. The result is that the one compressor does not have the capacity to maintain all of City Hall to comfortable temperatures when hot weather occurs. The 2021 Asset Management study performed by FTCH cited that these compressors were nearing the end of their life cycle but did not recommend a specific year for replacement.

A specification was created for replacing the City Hall air conditioning compressor, and it was sent to 3 qualified local contractors with a history of performing good work for the city. All 3 contractors submitted a proposal and are as follows:

Peerbolt's Inc.	$44,790.00
Hurst Mechanical	$49,008.19
DHE Plumbing & Mechanical	$51,000.00

After reviewing results, it is recommended that the City Council accept a proposal from Peerbolt's Inc. for a total amount of $44,790.00. Given the unknown nature of this work, a contingency of $4,000.00 is also recommended.

It is anticipated that work will be completed by June of 2025.

BUDGET IMPACT:

Pending approval of the attached budget amendment, sufficient funds exist in the Capital Projects Revolving Fund, Capital Outlay account 805-000-57300-975.000.

Attachments:

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: Peerbolt's, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
400 E. Washington
[Contractor's street address]
Zeeland, MI 49464
[Contractor's city, state & zip]

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

Effective Date means: February 18, 2025. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Peerbolt's, Inc.

By: _____
[Signature officer, director, or principal of Contractor]
Andy Peerbolt - President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: Feb 11, 2025

Approved as to form:

_____
Heather Chapman, Deputy City Attorney

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

3. Grant Compliance. If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1.

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

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

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

4. Qualifications. Contractor represents and promises that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

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

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: $2,000,000 Each Occurrence Limit $2,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a $1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

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

19. General Terms.

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

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

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

January 9, 2025

City of Wyoming

City Hall Compressor Replacement

peerbolt's inc.
mechanical contractors

Quote

The job will be complete with:

Compressor Replacement:

- New McQuay Compressor
  - *Model #300048059*
- New filter drier and contactor
- Pressure test system to make sure there are no leaks
- New R22 refrigerant
- Removal of old compressor via crane
- Startup and testing
- Labor

TOTAL: $44,790

Note: We need to recharge the new compressor with new R22 refrigerant. For warranty purposes, if we use 407c that will void the manufacturer's warranty if the compressor ever fails in the future.

Submitted by:

Tom Baillargeon
Sales/Business Development
Cell: 616.566.4555

2/17/2025
Engineering/JJO:nll

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AMENDMENT TO THE PREIN & NEWHOF, INC. DESIGN AND CONSTRUCTION ADMINISTRATION CONTRACT FOR GEZON PARKWAY AND 54TH STREET RESURFACING FROM BYRON CENTER AVENUE TO DIVISION AVENUE

WHEREAS:

1. On September 6, 2022, Council approved a contract and on February 19, 2024, Council approved a contract amendment with Prein & Newhof, Inc. to design and perform construction administration for the Gezon Parkway and 54th Street from Byron Center Avenue to Division Avenue Resurfacing project in the amount of $403,500.
2. As detailed in the attached staff report, construction of this project took longer than anticipated, significantly increasing the required effort and involvement of Prein & Newhof, Inc. beyond the originally amended scope.
3. Prein & Newhof, Inc. has submitted a contract amendment for increased expenses for construction administration costs for the project.
4. The proposed contract amendment is estimated to increase the not-to-exceed contract by $78,000 for a total cost of $481,500.
5. It is recommended that the City Council approve the contract amendment.
6. The acceptance of the contract amendment requires the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the amended contract with Prein & Newhof, Inc. for the design and construction administration of the resurfacing of Gezon Parkway and 54th Street from Byron Center Avenue to Division Avenue.
2. The City Council does hereby authorize the City Manager to execute the amended contract in the amount of $481,500.
3. The City Council does hereby approve the attached budget amendment.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Contract Amendment

CITY OF WYOMING BUDGET AMENDMENT

Date: February 17, 2025 **Budget Amendment No. 033**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional $78,000 of budgetary authority for design and construction administration of the Gezon Pkwy/54th St resurfacing project.

Description/Account Code	Current	Increase	Decrease	Amended
Major Streets Fund				
Public Works - Street Maintenance - Capital Outlay Major Street Construction				
202-441-46300-972.502	$ 1,920,971.00	$ 78,000.00	$ -	$ 1,998,971.00
Fund Balance/Working Capital (Fund 202)		$ -	$ 78,000.00	

Recommended: _____ _____
Senior Accountant City Manager

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

Motion carried: Yes _____, No _____

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

_____
City Clerk

CITY OF WYOMING | PUBLIC WORKS

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

STAFF REPORT

Date: February 11, 2025

Subject: Prein & Newhof, Inc. Second Contract Amendment – Gezon Parkway and 54th Street Resurfacing

From: Jeff Oonk, Assistant Director of Public Works - Engineering

CC: Myron Erickson, Director of Public Works

Meeting Date: February 17, 2025

RECOMMENDATION:

It is recommended that City Council approve and authorize the City Manager to execute a contract amendment with Prein & Newhof, Inc. for the design and construction administration of the Gezon Parkway and 54th Street Resurfacing project from Byron Center Avenue to Division Avenue project in 2024 for a total of $481,500.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City of Wyoming approved a contract with Prein & Newhof, Inc. (P & N) to complete the design and perform the construction management of the resurfacing of Gezon Parkway and 54th Street in Wyoming. This contract was previously amended on February 19, 2024, for additional services. P & N performed construction administration, overseeing the contractor that built the project. The contractor completed the project seven weeks late which required P & N to provide an additional seven weeks of construction administration, beyond what was anticipated in the first contract amendment. This additional work resulted in additional fees totaling $78,000. This project has federal funding and is administered through MDOT. The contract between MDOT and the contractor has provisions to charge the contractor liquidated damages for failure to complete the project on time. This results in a credit of approximately $36,000 back from the contractor.

BUDGET IMPACT:

Funds can be finance out of the Major Streets Fund, Capital Outlay Major Street Construction Account No. 202-441-46300-972.502, but a budget amendment is necessary.

CITY OF WYOMING

CONTRACT AMENDMENT #2

Prein & Newhof, Inc.

This Contract Amendment is to Professional Services Contract for the design and construction administration of Gezon Parkway and 54th Street Resurfacing is made as of February 4, 2025 (Effective Date) and amends the Professional Services Contract dated as of September 7, 2022 between the City of Wyoming (City) and Prien & Newhof, Inc. (Professional)

RECITALS

A. City wishes to add additional construction administrative services for the Gezon Parkway and 54th Street resurfacing project. (Added Services).
B. Professional submitted a proposal dated January 22, 2025, for the additional services, copy of which is attached as Exhibit A (Proposal):

TERMS AND CONDITIONS

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

1. Professional will perform the Added Services for the compensation stated in the Proposal. Total not to exceed fee: $481,500.00.

2. All other terms of the Professional Services Contract remain in full effect.

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

City of Wyoming

By:_____
John Shay, City Manager

Date signed: _____, 2025

Approved as to form:

_____
Heather Chapman, Deputy City Attorney

Prein & Newhof, Inc.

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

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

Date signed: _____, 2025

EXHIBIT A
PROPOSAL

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

January 22, 2025

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

RE: Gezon Parkway and 54th Street Widening and Resurfacing (MDOT JN205691)

Dear Mr. Oonk:

We are progressing with closing out the above referenced project with Rieth Riley Construction and MDOT. It appears that the project will come in under the original bid of $4,292,932.31 by approximately $200,000.

As you are aware, Rieth Riley Construction and their subcontractors did not complete the project within the contract time. The project was supposed to be complete by August 23, 2024, but it was not substantially complete until October 7, 2024. This resulted in an additional 46 calendar days of construction. Twenty-two (22) of those days were caused by issues encountered during construction. And, Rieth Riley has accepted 24 calendar days of liquidated damages at $1500/calendar day for the remaining time. This will result in a credit of $36,000 to the contract.

Prein&Newhof was required to perform construction engineering services during this time overrun resulting in $69,000 of additional fees.

The contractors also had to return to the site after substantial completion to work on 2 items that were above and beyond normal punchlist activity. The first item was related to a "soft spot" in the pavement that was found during paving operations. The second item was related to Martin J Concrete returning to the site to clean and apply silane sealer to all concrete curb and gutter that was originally placed with their slip form machine. The surface of the concrete dried out to quickly causing non-structural surface cracks. After consulting with the Michigan Concrete Association, it was determined that it was a workmanship issue that could be corrected by applying silane sealer to the exposed surfaces. Prein&Newhof provided inspection services for both of these repairs that resulted in $9000 of additional fees.

Therefore, we are requesting to amend the engineering services contract by increasing the not-to-exceed fee by $78,000.

Please call if you have any questions or need additional information.

Sincerely,

Prein&Newhof

Jason M. Washler, PE

JMW/jmw

02/17/25
Finance/LAJ

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE RENTAL OF TRAFFIC CONTROL DEVICES

WHEREAS:

1. As detailed on the attached staff report, it is recommended City Council authorize the rental of traffic control devices from Give' Em A Brake Safety using Kent County Road Commission bid pricing through December 31, 2027.
2. It is estimated the City will spend approximately $30,000 per year for rental of traffic control devices.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the rental of traffic control devices from Give' Em A Brake Safety using Kent County Road Commission bid pricing.
2. City Council authorizes the City Manager to sign the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

CITY OF WYOMING | PUBLIC WORKS

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

Staff Report

Date: February 3, 2025

Subject: Bid Award – Rental of Traffic Control Devices

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

CC: Myron Erickson, P.E., Director of Public Works

Meeting Date: February 17, 2025

RECOMMENDATION:

It is recommended that the City Council utilize the Kent County Road Commission bid for Rental of Traffic Control Devices and authorize the City Manager to sign a contract with Give 'Em A Brake Safety, LLC to provide traffic control device rental services as noted on the attached contract for 2025 through 2027.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On November 19, 2024, bids were received by the Kent County Road Commission for Rental of Traffic Control Devices. Give 'Em A Brake Safety, LLC was the low bidder.

City staff regularly perform maintenance activities in the roadways throughout the community. In order to ensure that City staff and the traveling public are safe during these activities, traffic staff manage most routine construction work zone safety measures. Occasionally, maintenance activities are too large for city staff to effectively manage and an outside contractor with more resources is needed.

Give 'Em a Brake Safety, LLC will provide a variety of traffic control device rentals that can be used for planned or emergency work. The contract provides that they respond to all requests for service within two hours of notification. It is expected that staff will utilize Give 'Em a Brake Safety, LLC for large emergency water and sewer repair work or for planned road maintenance.

Since Give 'Em a Brake Safety, LLC is located near Wyoming, mobilization for City work requires less travel and resources than Kent County work. Recognizing this, Give 'Em a Brake Safety, LLC has agreed to reduce their mobilization charge from 20% per truck/per load with a

minimum charge of $550.00, to an hourly rate of $50.00 per person/hour and $75.00 per truck/hour. This contract pricing reflects an overall increase of 7.7% from 2022 pricing. It is expected that the City will spend approximately $30,000 per year on the rental of traffic control devices.

BUDGET IMPACT:

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

Attachment(s):
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: Give-Em A Brake Safety, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2610 Sanford Ave SW
[Contractor's street address]
Grandville, MI 49418
[Contractor's city, state & zip]

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

Effective Date means: February 4, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means the Kent County Road Commission Invitation to Bid and Bid Pricing Sheet for Contract #25-08: attached as Exhibit B.

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

Heather Chapman, Deputy City Attorney

Give-Em A Brake Safety, Inc.

By: Andrew Dauksts 2025.01.27 07:21:05 -05'00'
[Signature officer, director, or principal of Contractor]
Andrew Dauksts / Agent
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 1/27, 2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

3. Grant Compliance. If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1.

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

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

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

4. Qualifications. Contractor represents and promises that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

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

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: $2,000,000 Each Occurrence Limit $2,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a $1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

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

19. General Terms.

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

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

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

Kent County Road Commission

INVITATION TO BID

Bids will be received by the Board of County Road Commissioners of the County of Kent, 1900 4 Mile Road NW, Walker, Michigan 49544 until **Tuesday, November 19, 2024, 8:30 AM deadline**, at which time they will be publicly opened and read.

Contract #25-08: Rental of Traffic Control Devices

All vendors must register and submit their bid on KCRC's Bidnet Direct site located at https://www.bidnetdirect.com/mitn/kentcountyroads and must be submitted prior to **8:30 AM on Tuesday, November 19, 2024.**

If Bidnet Direct is not accessible for you to send KCRC your bid, and you require accommodations, please contact purchasing@kentcountyroads.net or (616) 242-6928. KCRC will work with you to make sure you have the opportunity to submit a bid.

The Board reserves the right to reject any and all bids or to waive irregularities therein, and to accept any bids which, in the opinion of the Board, may be most advantageous and to the best interest of the County. This contract will be considered for award on **Tuesday, November 26, 2024.**

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF KENT

By: Rob VerHeulen, Chair

If you plan to submit a bid, please acknowledge the receipt of this invitation to bid by emailing purchasing@kentcountyroads.net. This allows KCRC to be in contact with you for any future communication throughout the bid process.

Kent County Road Commission

INSTRUCTION TO BIDDERS

Bids will be opened at the offices of the Board of County Road Commissioners of the County of Kent, State of Michigan located at 1900 4 Mile Road NW, Walker, MI 49544.

Refer to the **INVITATION TO BID** for the exact timing and for the identification of the bid as related to furnishing materials, services, equipment, work and/or supplies with the terms, conditions, specifications, drawings, plans, and special provisions as stated herein and hereto attached.

The Kent County Road Commission's process is to open and read the bids, and then refer the bids to Staff for tabulation and analysis. During this period, the files are closed until this action is complete. Copies of the bid tabulations are made available only once the review is complete, upon the request to Purchasing, by email at purchasing@kentcountyroads.net.

1. All bids must be submitted on the Board's bid pricing sheet that was provided. The bid shall be legibly prepared in ink or typed out. Erasures or alterations must be initialed by the respondent.

2. Specifications and plans should not be returned with bid, unless otherwise stated herein.

3. Bids shall be sent to KCRC through the BidNet Michigan Inter-governmental Trade Network (MITN) at https://www.bidnetdirect.com/mitn/kentcountyroads. If that is not applicable for the bidder to submit their bid, please contact Purchasing for assistance.

4. KCRC officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). Copies of documents obtained from any other source are not considered official copies. Only those vendors who obtain documents from either KCRC Purchasing or the MITN system is guaranteed access to receive addendum information, if such information is issued.

5. Bids will not be accepted after the time designated for the opening of the bids. The respondent shall assume full responsibility for delivery of bids prior to the appointed time for the opening and shall assume the risk of late delivery or non-delivery regardless of the manner he/she employs for the transmission thereof.

6. No responsibility shall attach to the Road Commission or their representatives for premature opening or non-receipt of any bid which is not properly addressed, delivered, or identified. A confirmation of receipt of emailed bids received will be sent.

7. It is understood the Board is a governmental unit, and as such, is exempt from the payment of all state and federal taxes, except as allowed by the regulatory agencies to be included in the cost of materials and services.

8. The respondent, by submission of a bid, declares the bid is made without collusion with any other person or entity, and agrees to furnish all items and services in strict adherence with all applicable federal, date and local laws, regulations, codes and ordinances.

9. The Board reserves the right to reject any and all bids, to waive any irregularities therein, and to accept any bid which, in the opinion of the Board, may be most advantageous and to the best interest of the Kent County Road Commission. In case of error, in the extension of prices in the bid or other arithmetical error, the unit prices will govern.

Specifications for Contract #25-08:
Rental of Traffic Control Devices

It is the intent of the Kent County Road Commission to contract for the rental of traffic control devices on road projects, as required, for three years - 2025, 2026, & 2027.

General Specifications

A. 1. Contractor shall comply with the Michigan Department of Transportation's 2020 "Standard Specifications for Construction" where applicable.

B. Quantity:

1. Quantity estimated - not to be construed as a minimum or maximum
2. Scheduling will be arranged by the Director/Assistant Director of the Maintenance and Local Construction Division.
3. Contractor must have available at all times equipment and labor to respond twenty-four hours a day, seven days a week, and to maintenance and emergency requests within two hours of notification.

C. Locations:

1. State trunklines
2. Primary roads
3. Local roads

D. Traffic Control:

1. Traffic control shall be in compliance with the minimum requirements set forth in Part VI of the current "Michigan Manual of Uniform Traffic Controls". This section is inclusive of traffic control requirements for equipment.
2. Any questions on the subject should be directed to Kent County Road Commission Traffic Division - (616) 242-6923.

E. Pricing Structure:

1. The minimum charge for each traffic control device shall be for rental of device for up to twelve days of rental, whether rental is for one day, two days or twelve days, unless otherwise specified.
2. A daily rental rate for each device will take effect on the thirteenth day.
3. Included in the minimum and daily rental charge is the maintenance of traffic control devices within a construction site as required for an ongoing road project. Maintenance shall be performed in accordance with Section 812 of the 2020 "Standard Specifications for Construction".
4. A mobilization fee for delivery/placing/picking up the traffic control devices shall be allowed to the contractor if he performs this work. The mobilization charge will be paid as a percentage of the rental bill. The mobilization charge is to be figured on the rental portion of the bill and will not include any damaged or missing equipment charges.
5. Pay Item Quantities or Hours, if an hourly rate contract, may be substantially decreased or increased depending on Legislative action taken on the jurisdictional changes to the highway system during the life of this contract. Unit prices or hourly rates as bid must

apply for three years regardless of the final contract quantities. No additional compensation will be allowed for changes in the contract quantities.

F. Sub-contractors:

1. Not allowed without prior authorization from the Maintenance and Local Construction Division.

G. Inspection:

1. Traffic control devices and equipment will be inspected prior to award of contract.

H. Award of Bid:

1. Bids will be evaluated, but not limited to, the following:

   a. Pricing
   b. Responsiveness to the bid
   c. Equipment list
   d. Traffic control inventory/location
   e. References/experience

I. Insurance Requirements:

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Kent County Road Commission and its agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of this Contract including claims, damages, losses and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the fault, negligent acts, or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage loss or expense is caused in part by the parties indemnified hereunder. This obligation does not include an obligation to indemnify the parties, indemnified hereunder for their sole negligence and shall not be construed to negate or modify other rights or obligations of indemnity that otherwise exist as to the parties or persons described herein, arising out of and during the progress and to the completion of work all in accordance with Public Act 468 of 2012 and the 2020 Michigan Department of Transportation's "Standard Specifications for Construction", Division 1, paragraph 1.07.10 with the following minimum requirements:

   Workman's Compensation Statutory Coverage

   Bodily Injury and Property Damage Other Than Automobile:
   Each Occurrence $1,000,000
   Aggregate $2,000,000
   Bodily Injury Liability and Property Damage Liability Automobile:
   Bodily Injury Liability $500,000 Each Person, Each Occurrence $1,000,000
   Property Damage Liability $1,000,000 Each Occurrence

Combined Single Limit for Bodily Injury and Property Damage Liability
Each Occurrence $2,000,000

Insurance Certificate declaring Kent County Road Commission as additional insured, not certificate holder, must be issued and shall become part of the contract.

2. Contractor shall maintain current up-to-date insurance coverage during the term of the contract and failure to do so shall result in termination of said contract.

3. Certificate must be submitted within fifteen days upon notification of award of Contract and prior to Contract signing.

J. Cancellation of Contract Provisions:

The Board shall have the right to cancel the Contract for non-performance: Should an inspection by the Board's designated representative reveal that the Contractor's work results in any non-acceptable condition of one or all specified areas:

The designated representative at the time of the **first** circumstance shall call for a meeting with the Contractor and/or issue a written warning of possible Contract termination should the condition continue.
If the condition should repeat itself a **second** time, written notice of termination shall be sent.

K. Submission of bid will be construed as a conclusive presumption that the Contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.

L. "The KCRC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award."
During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment

practices when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contactor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Kent County Road Commission to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the Kent County Road Commission shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

   (b) Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Kent County Road Commission may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Kent County Road Commission to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

M. Neither the Contractor nor his/her subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment, of any matter directly or indirectly related to employment because of his/her race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

Technical Specification

A. Traffic Control Devices:

1. In compliance with "Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and MDOT's "Standard Specifications for Construction".

2.

Types		Minimum Quantity Available
a.	Type III Barricade 8' w/2 steady burn lights	100
b.	Traffic Sign to attach to barricade/drum	
c.	Type II Plastic Drum - Fluorescent sheeted w/lights	1000
d.	Lighted Arrow Panel	5
e.	Traffic Cones 10# 28"	1000
f.	Channelizer Cones 42" – Fluorescent sheeted	200
g.	Construction/Traffic Sign w/supports, flags, sand bags, and lights 16 square feet or greater	
h.	Construction/Traffic Sign w/supports, flags, sand bags, and lights less than 16 square feet	
i.	Sign Covers	
j.	Changeable message boards LED, to produce a sign that provides Maximum readability under all lighting conditions with remote programming capability.	5
k.	Truck Mounted Attenuators Units shall be test level 3 NCHRP 350 compliant	2
l.	Trailer Mounted Attenuators Units shall be test level 3 NCHRP 350 compliant	2
m.	Portable traffic signals	1 set
n.	Portable light towers	4

3. All lights must be delivered with brand new batteries. At end of first week of rental, contractor must submit a report weekly certifying equipment has been checked and maintained.

4. All orange construction signs shall be fluorescent or prismatic retroreflective sheeted.

5. All traffic control items shall meet NCHRP 350 specifications

6. Contractor shall assume and make all maintenance, repairs, and provide towing service that might be required on the Contractor's equipment to ensure that all traffic control devices, and all other equipment, are in accordance with the MMUTCD at all times.

7. Type II plastic drums shall be sheeted with four each 6" fluorescent stripes.

B. Equipment:

Equipment used in placing/removing traffic control devices must have operational rotating amber lights and flashing arrow boards that are clearly visible and any other safety equipment as required for a safe operation.

NOTE: Questions concerning specifications should be directed to Steve Roose, Director of Maintenance at 616-242-6950.

Bid Pricing Sheet for Contract #25-08:
Rental of Traffic Control Devices

Traffic Control Device		Minimum Charge Each (1-12 days)	Daily Rental Each (13+ days)
a.	Type III Barricade 8' w/2 steady burn lights	$ 45.00	$ 2.00
b.	Traffic Sign to attach to barricade/drum	$ 10.00	$ .50
c.	Type II Plastic Drum - Fluorescent sheeted w/lights	$ 15.00	$ .60
d.	Lighted Arrow Panel	$ no minimum	$ 25.00/per day
e.	Traffic Cones 10# 28"	$ 3.50	$ .25
f.	Channelizer Cones 42" – Fluorescent sheeted	$ 12.00	$ .35
g.	Construction/Traffic Sign w/supports, sand bags, & lights 16 square feet or greater	$ 45.00	$ 2.00
h.	Construction/Traffic Sign w/supports, sand bags, & lights less than 16 square feet	$ 40.00	$ 1.85
i.	Sign covers	$ 25.00	$ 1.00
j.	Pedestrian Type II (sidewalk) closure barricade	$ 75.00	$ 2.00

		Daily Rate Each (No Min.)		Monthly Rate Each (30 days)		Yearly Rate Ea.1/1-12/31
k.	Changeable message boards LED that provides maximum readability & remote programming capability	$ 65.00		$ 1350.00		$ 6500.00
l.	Truck mounted attenuators	$ 375.00		$ 4850.00		$ 24850.00
m.	Trailer mounted attenuators	$ 95.00		$ 1650.00		$ 4625.00
n.	Portable traffic signals	$ 225.00	set	$ 5250.00	set	
o.	Portable light towers	$ 95.00		$ 995.00		

Mobilization Charge N/A % $50.00 per person per hour
$75.00 per truck per hour

Charges for Damage/Missing		Damage Each	Missing Each
a.	Type III Barricade 8' w/2 steady burn lights	$ n/c (no charge)	$ 150.00
b.	Traffic Sign to attach to barricade/drum	$ n/c	$ 25.00
c.	Type II Plastic Drum – Fluorescent sheeted w/lights	$ n/c	$ 65.00
d.	Lighted Arrow Panel	$ L&M	$ 4350.00
e.	Traffic Cones 10# 28"	$ n/c	$ 10.00
f.	Channelizer Cones 42" – Fluorescent sheeted	$ n/c	$ 25.00
g.	Construction/Traffic Sign w/supports, sand bags, & lights 16 square feet or greater	$ n/c	$ 200.00
h.	Construction/Traffic Sign w/supports, sand bags, & lights less than 16 square feet	$ n/c	$ 175.00
i	Sign Covers	$ n/c	$ 30.00
j.	Changeable message boards	$ L&M	$ 18000.00
k.	Truck mounted attenuators	$ L&M	$ 80000.00
l.	Pedestrian Type II closure barricade	$ n/c	$ 175.00

Company Name Give 'Em A Brake Safety, LLC.

Bid Pricing Sheet for Contract #25-08:
Rental of Traffic Control Devices

Charges for Damage/Missing		Damage Each		Missing Each	
m.	Trailer mounted attenuators	$ L&M		$ 21500.00	
n.	Portable traffic signals	$ L&M	set	$ 59500.00	set
o.	Portable light towers	$ L&M		$ 9000.00	

*labor & materials (L&M)= cost of parts, shipping, plus $60.00/per man hour labor.

Can meet minimum quantity specification at all times Yes

Can meet maintenance and emergency request within two hours at all times Yes

Location of inventory 2610 Sanford Ave S.W. Grandville, MI. 49418

References of contracts for this type of service in 2023 & 2024:

Agency/Contractor	Contact Person	Telephone #
Kent County Road Commission	Jerry Byrne	616-242-6950
Agency/Contractor	Contact Person	Telephone #

Personal Contact:

Name Michael J Rempalski Pager Number n/a Cellular Phone Number 616-531-8705

Company Name Give 'Em A Brake Safety, LLC.

Address 2610 Sanford Ave S.W. Grandville, MI. 49418

Telephone Number 616-531-8705 Fax Number 616-531-8703

Email mrempalski@gebsafety.com

Authorized Signature

written

Michael J Rempalski, Estimator/Agent

typed/printed

Date 11/7/2024

Federal Employer ID# 81-0599050

02/17/25
Finance/LAJ

RESOLUTION NO. _____

RESOLUTION TO ACCEPT PROPOSALS FOR
SHREDDED BARK AND WOOD CHIPS

WHEREAS:

1. On March 4, 2024, City Council approved Resolution number 27986 awarding the bid for shredded bark and wood chips to Brink Wood Products, Inc. and Superior Groundcover Inc.
2. As detailed in the attached staff report, it is recommended City Council accept proposals from Brink Wood Products, Inc. and Superior Groundcover, Inc. to extend their 2024 bid prices for the 2025 season.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts proposals from Brink Wood Products, Inc. and Superior Groundcover, Inc. for shredded bark and wood chips.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Proposals (2)

CITY OF WYOMING | PARKS AND RECREATION

1155 28th Street SW, Wyoming, MI 49509
616.530.3164 | wyomingmi.gov

Staff Report

Date: February 6, 2025

Subject: Shredded Bark and Wood Chips

From: Tim Montgomery, Parks Maintenance Foreman

CC: Krashawn Martin, Director of Parks and Recreation

Meeting Date: February 17, 2025

RECOMMENDATION:

It is recommended City Council authorize purchase of hardwood (brown) shredded bark and ADA approved playground wood chips from Brink Wood Products, Inc. and Superior Ground Cover, Inc.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
  - Goal 1 – Improve City Infrastructure and Service Reliability

DISCUSSION:

On March 4, 2024, the City Council awarded the bid for hardwood (brown) shredded bark and ADA approved playground wood chips via resolution #27986 to the low bidders Brink Wood Products, Inc. and Superior Ground Cover, Inc. Both companies has offered to extend their 2024 bid prices for the 2025 season at the current bid prices shown below.

Company Name	Bark Description	Price (cu. yd.)	Blow wood chips into location (cu. yd.)	Minimum Yards (no delivery charge)	Delivery charge (under the minimum truckload)	Number of days for deliveries
Delivery to any City building, facility, property and job site in the City of Wyoming:						
Brink Wood Products, Inc.	Hardwood (Brown) Shredded Bark	$17.95		30 yards	$55.00	4
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)	$16.00		30 yards	$55.00	4
Superior Groundcover Inc.	Hardwood (Brown) Shredded Bark	$22.00	$47.00	20 yards	$59.00	4
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)	$17.50	$25.75	NA	NA	4
Delivery to the City of Wyoming Drinking Water Plant, 16700 New Holland, Holland, Michigan						
Brink Wood Products, Inc.	Hardwood (Brown) Shredded Bark	$17.95		30 yards	$75.00	4
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)	$16.00		30 yards	$75.00	4
Superior Groundcover Inc.	Hardwood (Brown) Shredded Bark	$22.00	$47.00	20 yards	$59.00	4
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)	$17.50	$25.75	NA	NA	4

BUDGET IMPACT:

It is estimated the annual expenditure for shredded bark and ADA approved playground woodchips will total approximately $20,000.00. Funds for the purchase are available in various departmental accounts with the appropriate account being charged at the time of purchase.

Good afternoon,

I wanted to confirm that we will hold the price of Hardwood Shredded Bark and Playground Mulch for 2025 at the same prices we bid in 2024. The per yard price for hardwood is $17.95 and playground $16.00. Delivery is $55 if 30 yard minimum is not met in the City of Wyoming. Delivery to the drinking water plant is $75 if the 30 yard minimum is not met.

We look forward to working with you again this year.

Jill
Brink Wood Products

Good afternoon TIm,
Superior Groundcover Inc. will hold to the pricing that we contracted with the City of Wyoming in 2024. There will be no price increases.
I have attached the pricing submitted in 2024, which was the awarded bid.
Superior Groundcover will, again, supply and install certified playground mulch for the city parks.
Our certifications are attached below.
Please let me know if you have any questions or concerns.
Terry Dykstra
Superior Groundcover Inc.
Cell 616-293-3156
Office 616-669-7479
Fax 616-643-8077
www.superiorgroundcover.com

02/17/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIR OF A MIXER AND AUTHORIZE PAYMENT TO PADNOS LEITELT, INC.

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the emergency repair of a Clean Water Plant mixer and authorize payment to Padnos Leitelt, Inc. in the total amount of $10,960.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council concurs with the emergency repair of a Clean Water Plant mixer.
2. City Council authorizes payment to Padnos Leitelt, Inc.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Quotes

CITY OF WYOMING | PUBLIC WORKS

Clean Water Plant | 2350 Ivanrest Ave. SW, Wyoming, MI 49509
616.261.3550 | wyomingmi.gov

STAFF REPORT

Date: February 3, 2025

Subject: Mixer Repair

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Myron Erickson, Director of Public Works

Meeting Date: February 17, 2025

RECOMMENDATION:

It is recommended the City Council concur with the emergency repair of one Clean Water Plant mixer by Padnos Leitelt, Inc. in the amount of $10,960.00 and the mixer coating application by Dave Cole Decorators, Inc. in the amount of $1,490.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Clean Water Plant utilizes two sludge holding tanks as part of its biosolids storage and land application program. These tanks are used to store biosolids, which are mixed with lime for stabilization. Lime treatment is essential to destroy pathogens and minimize odors for land application. Each sludge holding tank is equipped with a continuously running mixer to keep the biosolids in suspension.

On January 5, plant staff discovered that one of the sludge holding tanks was no longer mixing. Upon draining the tank, they found that the approximately 30-year-old mixer shaft had sheared off, and the mixer impeller was lying at the bottom of the tank. Maintenance staff entered the confined space to disassemble the nearly 26-foot-long shaft and 9-foot-wide impeller, which were then extracted using a crane.

The damaged mixer shaft and impeller were brought to Padnos Leitelt for an engineering and repair cost estimate. Following a review of the quote, emergency repairs were approved to minimize tank downtime and operational disruptions. Padnos Leitelt has successfully completed similar repairs for utility plants at a fair cost.

To ensure durability in the tank's harsh environment, the repaired mixer will be coated with a cycloaliphatic amine epoxy suitable in high pH applications by Dave Cole Decorators for a cost of $1,490.00.

BUDGET IMPACT:

Adequate funds exist in Sewer Fund account #590-536-54300-930.000.

Padnos Leitelt, Inc.
2301 Turner Ave NW.
Grand Rapids MI 49544
Phone 616-363-3817 Fax 616-363-4081

QUOTATION

Date: 1/23/2024
To: City of Wyoming – Water Treatment
1155 28th Street SW
Wyoming, MI 49509
Attn: Dan Kleinheksel
Email: Dan.Kleinheksel@wyomingmi.gov
RE: PLI Quote No. WYO012325 – Mixer Shaft Assembly

Description of scope of work:
One – Mixer Shaft Assembly per sample. Assembly includes a two piece hollow shaft, bolted together with flanges and four bolt on mixer blades. Price includes material and fabrication of one Mixer Shaft Assembly.
Note: Does not include paint / coating. F.O.B. Padnos Leitelt, Inc.

Our price for one (1) Mixer Shaft Assembly as described: $9,860.00

Engineering – Reverse engineer and create shop drawings to manufacture Mixer Shaft Assembly per supplied sample.

Labor for Engineering: $1,100.00 (Engineering work has been completed)

Total: $ 10,960.00

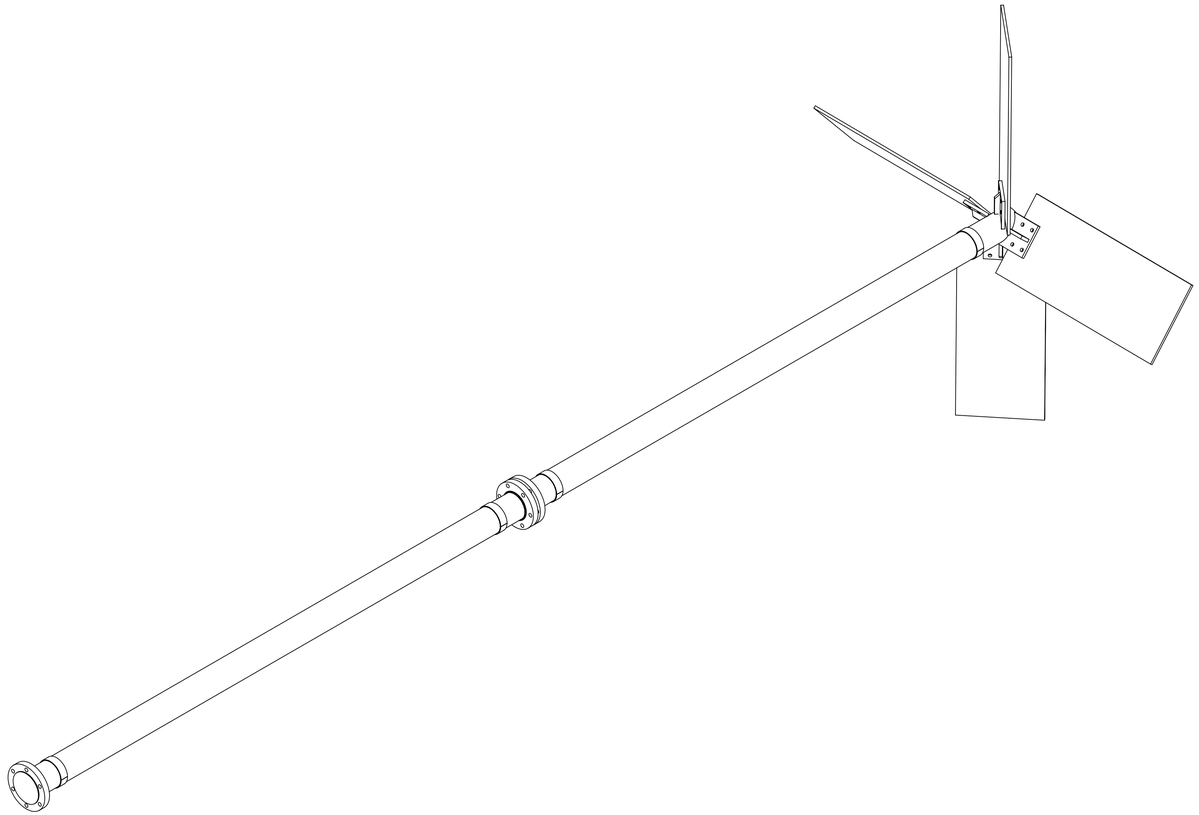
This quote is valid for 30 days.
Please allow 2-3 weeks after receipt of order for us complete the work.

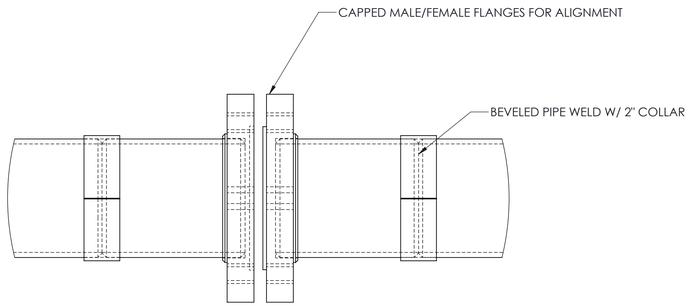
Thank you for considering us for this work.
Brandon Jensen
Brandon.jensen@padnos.com

If approved, please sign, date and return by email, Attention: Brandon Jensen. Please include your Purchase Order Number with your approval. **TERMS: NET 30**

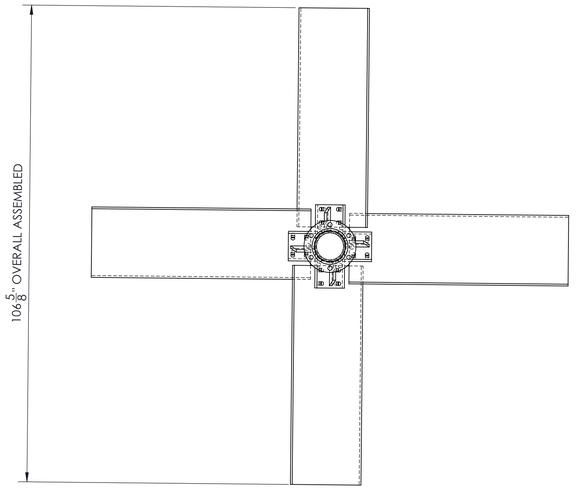
Approval Signature: _____ Date: _____

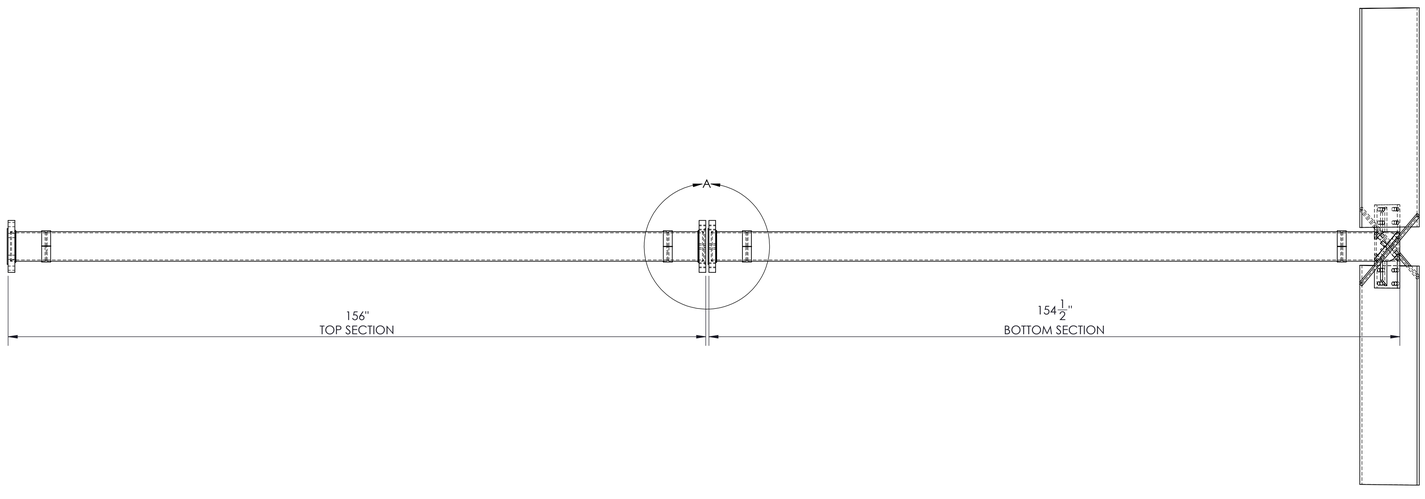
Purchase Order Number: _____
This quote includes all material and labor to fabricate the above listed items in our shop according to your engineered drawings and prints and/or your direction. The parties agree that each of the above-described items is of a type, design and nature specifically selected by City of Wyoming. **THE PARTIES FURTHER AGREE THAT THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, MADE BY PLI WITH REGARD TO THE ABOVE-DESCRIBED ITEMS AND THAT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED ARE SPECIFICALLY EXCLUDED FROM THIS TRANSACTION.** In addition, City of Wyoming agrees to indemnify and hold Padnos Leitelt, Inc. harmless from any loss claim or damages of any nature, arising out of City of Wyoming or any other person's use, reuse or sale of the above-described items.





DETAIL A
SCALE 1 : 4





QUANTITY (1) REQUIRED

PAINT COLOR: RAL 5009 AZURE BLUE (AKA METSO BLUE)

DATE DUE ON SITE:

DELIVER TO WYO WATER

IXL FABRICATION WORK ORDER NO.:

C377352

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
TOLERANCES:
FRACTIONAL ± 1/16
ANGULAR: MACH ± 1 DEG
TWO PLACE DECIMAL ± 0.03
THREE PLACE DECIMAL ± 0.010

PROPRIETARY AND CONFIDENTIAL

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DRAWN BY	ABC
CHECKED BY	
LOCATION	WYO WATER
ASSET	WYO4005
DATE	1/22/25
REVISION DATE	

IXL MACHINE SHOP
DIV. OF PAXTON
P.O. BOX 1979
HOLLAND, MI 49422-1979
PH. (616) 392-9803
FAX (616) 396-5566

TITLE:
WASTEWATER APPROVAL

MATERIAL:
HRS

SIZE	DWG. NO.	REV
D	WYO4005-SS-APP	-

SCALE: 1:16 | WEIGHT: 1345.98 | SHEET 1 OF 1

D WYO4005-SS-001 REV WASTEWATER AGITATOR ASSEMBLY ASSET NUMBER WYO4005

DAVE COLE DECORATORS INC.
325 MARTINDALE STREET
SPARTA, MI 49345
(616) 887-9465

QUOTATION

TO: Dan Kleinheksel
COMPANY: City of Wyoming
E-MAIL: dan.kleinheksel@wyomingmi.gov
PHONE: 616-377-8969

January 28, 2025

We will furnish at the job named below all labor, materials, tools, equipment, supervision, Workmen's Compensation, Property Damage and Liability insurance necessary to complete in a safe and professional manner all the work described below.

PROJECT: Wyoming CWP - Sludge Mixer

THIS PRICE INCLUDES:

- Sandblast all steel shaft and blades to SSPC-SP10 Near-white blast cleaning
- Prime all steel with one (1) coat Tnemec Series 104 H.S. Epoxy @ 4-10 mils DFT
- Topcoat all steel with one (1) coat Tnemec Series 104 H.S. Epoxy @ 4-10 mils DFT
- All work to be done at our shop - shipping by City of Wyoming

FOR THE TOTAL SUM OF: ONE THOUSAND FOUR HUNDRED NINETY DOLLARS
$1,490.00

ALTERNATES	ADDENDA

Accepted By: _____

Title: _____

Submitted By: Dan Oosterink

Dan Oosterink, LEED® AP
Vice President - dano@dcd-inc.com

TNEMEC

PRODUCT DATA SHEET

H.S. EPOXY SERIES 104

PRODUCT PROFILE

GENERIC DESCRIPTION Cycloaliphatic Amine Epoxy

COMMON USAGE Versatile coating applies up to 10 mils per coat on steel or concrete. Protects in immersion, salt spray and chemical exposures. Superior abrasion- and stain-resistance.

COLORS Primer: 1211 Red. Topcoat: Refer to Tnemec Color Guide. **Note:** Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur.

FINISH Semi-gloss. Gloss can vary with texture, porosity of substrate and thickness of film.

SPECIAL QUALIFICATIONS Conforms to the performance requirements of AWWA C 210 (not for potable water contact).

PERFORMANCE CRITERIA Extensive test data available. Contact your Tnemec representative for specific test results.

COATING SYSTEM

PRIMERS **Steel:** Self-priming or Series 66, L69, L69F, N69, N69F, V69, V69F, 90E-92, 90-97, 90G-1K97, 161
Concrete: Self-priming or Series 215, 218.
CMU: Self-priming or Series 130, 215, 218

TOPCOATS Series 66, L69, L69F, N69, N69F, V69, V69F, 73, 104, 1074, 1074U, 1075, 1075U
Refer to COLORS on applicable topcoat data sheets for additional information. **Note:** When topcoating with Endura-Shield polyurethane finish, exterior exposed Series 104 has the following maximum time to recoat: Series 73, 1074, 1074U, 1075 or 1075U, 60 days. If this time is exceeded, an epoxy intermediate coat or scarification is required before topcoating. Refer to appropriate topcoat data sheet for additional information.

SURFACE PREPARATION

STEEL **Immersion Service:** SSPC-SP10/NACE 2 Near White Blast Cleaning with a minimum angular anchor profile of 2.0 mils
Non-Immersion Service: SSPC-SP6/NACE 3 Commercial Blast Cleaning with a minimum angular anchor profile of 2.0 mils

CONCRETE Allow new concrete to cure for 28 days. Abrasive blast referencing SSPC-SP13/NACE 6, ICRI-CSP3-5 Surface Preparation of Concrete and Tnemec's Surface Preparation and Application Guide.

CMU Allow mortar to cure for 28 days. Level protrusions and mortar spatter.

PRIMED SURFACES **Immersion Service:** Scarify the surface before topcoating if the Series 66, L69, L69F, N69, N69F, V69, V69F, 104 or 161 prime coat has been exterior exposed for 14 days or longer.

ALL SURFACES Must be clean, dry and free of oil, grease, chalk and other contaminants.

TECHNICAL DATA

VOLUME SOLIDS 82.0 ± 2.0% (mixed) †

RECOMMENDED DFT 4.0 to 10.0 mils (100 to 255 microns) per coat. **Note:** Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.

CURING TIME

Temperature	To Handle	To Recoat	Immersion
75°F (24°C)	6 hours at 4.0 mils (100 microns) DFT 10 hours at 10.0 mils (255 microns) DFT	16-18 hours	7 days

Curing time varies with surface temperature, air movement, humidity and film thickness.

VOLATILE ORGANIC COMPOUNDS EPA Method 24 †
Unthinned: 0.80 lbs/gallon (96 grams/litre)
Thinned 10% (No. 2 Thinner): 1.92 lbs/gallon (230 grams/litre)
Thinned 10% (No. 49 Thinner): 0.80 lbs/gallon (96 grams/litre)

HAPS **Unthinned:** 1.60 lbs/gal solids
Thinned 10% (No. 2 Thinner): 2.50 lbs/gal solids
Thinned 10% (No. 49 Thinner): 1.60 lbs/gal solids

THEORETICAL COVERAGE 1,315 mil sq ft/gal (32.3 m^2/L at 25 microns). See APPLICATION for coverage rates. †

NUMBER OF COMPONENTS Two: Part A (amine) and Part B (epoxy)

PACKAGING 5 gallon (18.9L) pails and 1 gallon (3.79L) cans — Order in multiples of 2.

NET WEIGHT PER GALLON 14.70 ± 0.25 lbs (6.67 ± .11 kg) (mixed) †

STORAGE TEMPERATURE Minimum 20°F (-7°C) Maximum 120°F (49°C)
For optimum application properties, material temperature must be above 60°F (16°C) prior to application.

TEMPERATURE RESISTANCE (Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

SHELF LIFE Part A: 24 months; Part B: 12 months at recommended storage temperature.

FLASH POINT - SETA Part A & Part B: 81°F (27°C)

HEALTH & SAFETY Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.
Keep out of the reach of children.

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Published technical data and instructions are subject to change without notice. The online catalog at www.tnemec.com should be referenced for the most current technical data and instructions or you may contact your Tnemec representative for current technical data and instructions.

H.S. EPOXY | SERIES 104

APPLICATION

COVERAGE RATES

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m²/Gal)
Minimum	4.0 (100)	5.0 (125)	329 (30.5)
Maximum	10.0 (255)	12.0 (305)	131 (12.2)

Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

MIXING

Power mix contents of each container, making sure no pigment remains on the bottom. Pour a measured amount of Part B into a clean container large enough to hold both components. Add an equal volume of Part A to Part B while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. **Note:** Both components must be above 60°F (16°C) prior to mixing. Mixing ratio is one to one by volume. A large volume of material will set up quickly if not applied or reduced in volume.
Caution: Do not reseal mixed material. An explosion hazard may be created.

THINNING

Use No. 2 Thinner. For air spray, airless spray or roller, thin up to 10% or 3/4 pint (380 mL) per gallon. Thin up to 10% or 3/4 pint (380 mL) per gallon with No. 49 Thinner when required by air pollution regulations.

POT LIFE

2 1/2 hours at 60°F (16°C) 2 hours at 77°F (25°C) 1 hour at 100°F (38°C)

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	60-90 psi (4.2-6.2 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.015"-0.021" (380-535 microns)	3000-3800 psi (207-262 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.
Note: Application over inorganic zinc-rich primers: Apply a wet mist coat and allow tiny bubbles to form. When bubbles disappear in 1 to 2 minutes, apply a full wet coat at specified mil thickness.
Roller: Roller application optional when environmental restrictions do not allow spraying. Use 3/8" or 1/2" (9.5 mm to 12.7 mm) synthetic woven nap covers. **Note:** Two or more coats may be required to obtain recommended film thicknesses.
Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes. **Note:** Two or more coats may be required to obtain recommended film thicknesses.

SURFACE TEMPERATURE

Minimum 60°F (16°C) Maximum 135°F (57°C)
The surface should be dry and at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or xylol.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

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02/17/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT AN AGREEMENT FOR TECHNICAL SPECIFICATIONS, ADMINISTRATION, AND PROJECT OVERSIGHT SERVICES FOR THE GEZON STORAGE TANK COATING PROJECT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept an agreement from Dixon Engineering, Inc. to provide technical specifications, administration, and project oversight services for the Gezon storage tank coating project in the total estimated amount of $31,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts an agreement from Dixon Engineering, Inc. to provide technical specifications, administration, and project oversight services for the Gezon storage tank coating project.
2. City Council authorizes the City Manager to sign the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Agreement

CITY OF WYOMING | PUBLIC WORKS

Water Treatment Plant | 16700 New Holland St., Holland, MI 49424
616.399.6511 | wyomingmi.gov

STAFF REPORT

Date: January 27, 2025

Subject: Gezon Storage Tank Coating Project

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Myron Erickson, Director of Public Works

Meeting Date: February 17, 2025

RECOMMENDATION:

It is recommended the City Council accept the proposal from Dixon Engineering, Inc. to provide technical specifications, administration, and project oversight during the Gezon 10-million-gallon storage tank coating project for the estimated amount of $31,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Three ground storage tanks are located at the Gezon Pump Station site for the purpose of potable water storage and supply to the City of Wyoming and wholesale customers. On September 16, 2024, Dixon Engineering conducted an interior and exterior inspection of the 10-million-gallon concrete tank. While the tank's overall structure remains in good condition, the inspection confirmed staff concerns about the need to recoat the roof and address modifications required to meet EGLE compliance standards.

In response, a proposal was requested from Dixon Engineering to provide comprehensive engineering services for the recoating and compliance work. The scope of work includes developing technical specifications, preparing bidding documents, overseeing project administration, and ensuring compliance during the repairs. Additionally, Dixon Engineering will perform a one-year warranty observation inspection. This level of service helps ensure the coating and modifications will endure an expected 15 or more years of service.

Dixon Engineering is an industry expert in water storage tank engineering, coating, and inspection services. Possessing extensive experience with Wyoming's water storage tanks, the firm has successfully contributed to similar projects at the Gezon Pump Station and the Water Treatment Plant.

BUDGET IMPACT:

Adequate funds have been budgeted for and exist in Drinking Water Plant account #591-537-57300-986.444.



Gezon 10 Million Gallon Ground Storage Tank

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: February 4, 2025.

Professional means: Dixon Engineering, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
1104 Third Avenue
[Professional's street address]
Lake Odessa, MI 48849
[Professional's city, state & zip]

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

Proposal means Professional's proposal attached as Exhibit B.

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

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

TERMS AND CONDITIONS

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

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

None.

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Heather Chapman, Deputy City Attorney

Dixon Engineering, Inc.

By: _____
[Signature officer, director or principal of Professional]
Eric Binkowski Project Manager
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 1/21, 2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

3. Qualifications. Professional represents and promises that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Payment to Professional.

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

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

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

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

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

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

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

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

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

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

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

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

14. Professional Liability and Risk Allocation.

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

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

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

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

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

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

15. Insurance.

A. Professional shall provide the following insurance:

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

16. General Terms.

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

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

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

EXHIBIT B
PROPOSAL

DIXON ENGINEERING, INC.

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

AGREEMENT BETWEEN OWNER AND DIXON

FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: _____ ("Effective date") between **City of Wyoming, Michigan** ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owner's Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **Technical Specifications, Contract and Bidding Documents, Project Administration, Pre-Bid Meeting, Pre-Construction Meeting, Exterior Coating Observations, and (1) One Year Exterior Warranty Observation for the 10,000,000 Gallon Reservoir (Gezon)** ("Project").

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Sum Amount of **$31,000**.

Proposals / Agreement Signatures

Eric Binkowski, Project Manager	January 20, 2025
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer)	PROPOSAL DATE

CONTRACT APPROVED BY OWNER	POSITION	DATE
Co SIGNATURE (if required)	POSITION	DATE
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Dan Kleinheksel	Designated Person: Eric Binkowski
Address for Owner's receipt of notices:	Address for DIXON's receipt of notices:
City of Wyoming	Dixon Engineering, Inc.
16700 New Holland Road	1104 Third Avenue
Wyoming, MI 49509	Lake Odessa, MI 48849
Email: Dan.Kleinheksel@wyomingmi.gov	Email: ericbinkowski@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Standard Form Agreement Between Owner and Engineer for Professional Services an EJCDC document modified by DIXON.
After modification, per license, this Agreement is not an EJCDC Document.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

A. Contract and Project Management (Basic)Services: EXHIBIT A Part 1
B. Resident Project Representative (RPR): EXHIBIT A Part 1
C. Antenna Services: EXHIBIT B
   1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services that can be completed by the Owner. In most antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned to Exhibit B.
D. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

A. EXHIBITS Included:
   1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
   2. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
   3. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
   4. EXHIBIT C, Attachments C-1, and C-2.
   5. EXHIBIT E, Electronic Documents Protocol (EDP).
   6. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
   7. EXHIBIT IR, Insurance Requirements and Limits of Liability.
B. EXHIBITS to be added as needed:

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1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.

C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Unless expressly provided otherwise in this Agreement:
   1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
   2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

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DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR), If Antenna services are included those services are detailed in Exhibit B.

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase. Exhibit B Antennas, when used, will follow the same format.

PART 1

A1.02 Design Phase – Technical Specifications:

A. Basic Services:
   1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
   2. DIXON shall prepare Technical Specifications and Drawings to include:
      a. Additions to General Conditions of Construction Contract relevant to coating projects.
      b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
      c. Specifications for Coating Repair or Replacement.
   3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
   4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
   5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
   6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
   7. Providing logo drawings or models for Owner.
   8. Visit the Site as needed to finalize the Design Phase documents.
   9. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
   10. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.
   11. If antennas may interfere or add costs to the Project a review of Exhibit B, Antennas is required. These services are available from DIXON or can be completed by the Owner. In most antenna carrier contracts, the fees for engineering services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of Exhibit B services be well defined between DIXON and Owner as project delays may result in additional construction costs.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:
   1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
   2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.

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3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.03 Bidding and Contract Document Phase:

A. Basic Services:

1. Attend and participate in the pre-bid meeting.
2. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
3. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
4. Prepare and submit to Owner for compliance with local state and municipal requirements:
   a. Section 00 00 00 Notice to Bidders.
   b. Section 00 24 00 Project Summary.
   c. Section 00 21 13 Instructions to Bidders.
   d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
   e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
   f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
   g. Section 00 53 00 Schedule of Values Form.
5. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
6. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
7. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
8. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
9. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
10. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
11. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
12. If Owner agrees, issue Notice of Award to recommended Bidder.
13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.
14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.

16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

B. Bidding and Contract Document Phase-RPR Services-None.

C. Bidding and Contract Documents Phase-Owner Responsibilities
   1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
   2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
   3. Attend and participate in the pre-bid conference if any.
      Provide a place for the bid opening and open the Bids received.
   4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
   5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

A1.04 Construction Phase:

A. Basic Services:
   1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
   2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
   3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
   4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
   5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures
   1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
   2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
   3. Hold Point General:
      a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
      b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
      c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).
      d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.
   4. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary each Site visit observation.

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a. Review surface preparation coating materials for approved manufactures.
b. Observe low pressure water cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
c. Review coating mixing, thinning, and manufacturer's application requirements.
d. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
e. Observe wet interior using high/low voltage holiday detection.
f. Observe applied coating for dry film thickness, coverage, uniformity, and cure.

5. Hold Point Coating Exterior - Observe, Record, Report, and:
   a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
   b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for surface cleaning.
   c. Prime coat prior to application of the successive coat.
   d. Topcoat for compliance with specifications.
   e. Inspect installation/ removal of manway curb form and covers
6. Hold Point Project Finalization:
   a. Review all repairs not installed until after coating.
   b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
   c. Complete observation of immediate neighbors from air for any possible roof damage.
   d. Observe the installation of screens, light bulbs, etc.
   e. Observe Site for restoration to pre-project conditions.
   f. Formulate a punch list of items to complete.
   g. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Construction Phase - Owner's Responsibilities:
1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.05 Post Construction Phase:

A. Basic Services:
1. Warranty Observation - Exterior only:
   a. Inspect exterior surfaces to determine extent of paint intactness and quantify any damages or any item which fails to meet warranty requirements of prior paint contract.
   b. Prepare and submit a letter report (2 copies) documenting all items found that meet or fail to meet warranty requirements and recommendations for repair.

D. Post Construction Phase – RPR Services
1. Detailed above if repairs are needed.

E. Post Construction Phase - Owner's Responsibilities:
1. Warranty Observation - Exterior only:
   a. Provide scheduling for mutually agreeable inspection date.
   b. Provide access to DIXON personnel to all areas scheduled for inspection.
   c. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.

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A2.01 ADDITIONAL SERVICES

A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
   1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

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BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

A. Standard Hourly Rate (SHR) Method:
    1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
        a. Overtime rates apply to over 40 hours worked between Monday and Friday.
        b. Overtime rates apply for all hours worked on weekends and holidays.
        c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
    2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
    3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
        a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
        b. The estimator then calculates Reimbursable Expenses based on the same criteria.
        c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
    1. DIXON may use a Lump Sum for the entire project.
D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.
    1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).

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2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.

B. RPR Services **c**ontractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.

C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.

D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.

E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

A. Contracted Fees are detailed in this Exhibit C Attachment 1.

B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which

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result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
   a. Excessive submittal review,
   b. Excessive evaluations of proposed substitutes,
   c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
   d. Work is defective, requires correction or replacement including additional inspection costs.
2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
   1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
   2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
   3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if the RPR remains on Site, the RPR is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
B. Annual Cost Adjustment – January 1 each year.
   1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.

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2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right to implement rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner monthly. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
   1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by the Owner.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

A. Minimum Hourly and Weekly requirements.
   1. Daily RPR Services -8 hours per day plus travel time and mileage.
   2. Full-Time RPR Services:
      a. Minimum workday - 8 hours.
      b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the Observer is also working more than 40 hours, if work being completed rises to the level of reporting.
      c. Rain days or no workdays as determined by Owner or Contractor- minimum billable time is 4 hours, no site time required.
      d. Delayed start days as determined by Contractor, (ex. Rain delayed start) – minimum billable time is actual delay time and time on site. Total billable time cannot be less than 4 hours.
      e. Actual Mobilization and Demobilization Time and Reimbursable Expenses. Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

A. The RPR travels to site to complete the observation and travels back to the Base Office. On site time at a minimum is time to complete observation and to complete report.

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SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **$31,000, Thirty-One Thousand Dollars** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.02-Technical Specifications			$6,000	Lump Sum
A1.03-Bidding and Contract Documents			$1,000	Lump Sum
A1.03-Pre-Bid Meeting			$1,100	Unit Price
A1.04-Preconstruction Meeting			$1,300	Unit Price
A1.04-Other Defined Basic Services - Project Administration			$3,000	Lump Sum
A1.04-RPR Critical Phase Coating	12	$1,300	$15,600	Unit Price
A1.05-Warranty Observation			$3,000	Lump Sum
Total			$31,000	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

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STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

Attachment C-2
Employee Billable Rates and Terms

Labor Class	Per Hour	Overtime Rate
Principal	$500.00	
Officer/Associate	$210.00	
Project Manager	$195.00-$220.00	$292.00-$330.00
Engineer	$220.00-$260.00	$330.00-$390.00
CWI Welding RPR	$215.00-$240.00	$322.00-$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	$148.00-$198.00	$222.00-$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	$134.00-$174.00	$201.00-$261.00
DIXON Level 1 or AMPP General Level 1 RPR	$124.00-$154.00	$186.00-$231.00
Contract Support Staff	$154.00-$194.00	$231.00-$291.00

Expenses	Metropolitan	Out-State
Mileage	$0.80/mile + tolls	$0.70/mile
Lodging	$185.00 per diem	$185.00 per diem
Meals	$65.00 per diem	$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)

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ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. The following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
   1. Basic Requirements
      a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
      b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
      c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
      d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
      e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
   2. System Infrastructure for Electronic Document Exchange
      a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
      b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
      c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by

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physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract.
f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.

B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

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SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOCX	Microsoft® Word. docx format.
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.

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GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR EXHIBITS

GP1.00 Time for Completion:

A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:

A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
B. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.
    1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

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2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.

C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.

E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
   1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
   2. the safety precautions and programs incident thereto,
   3. or security or safety at the Project site, nor
   4. for any failure of a Constructor's furnishing and performing of its work.
   5. DIXON shall not be responsible for the acts or omissions of any Constructor or
   6. for Constructor's compliance with Laws and Regulations.

G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.

H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.

I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.

J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.

K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and

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proposals to others accurately describing its participation and participation of employees in the Project.

GP1.03 Use of Documents:

A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
   1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
   2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
   3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
   4. The limited license to the Owner shall not create any rights in third parties.

GP1.04 Records Retention:

A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

GP1.05 Suspension and Termination:

A. Suspension:
   1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
   2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
   3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
   4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement may be terminated.
   1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
   2. By DIXON:
      a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
      b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
   3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.

C. Termination for Cause – Task Order:

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1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
    a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
    a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
    b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
    c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.

D. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

E. Payments Upon Termination:
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.06 Controlling Law and Compliance with Laws and Regulations:

A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.

B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
1. Changes after the Effective Date to Laws and Regulations.
2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.

C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

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GP1.07 Dispute Resolution:

A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.

B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).

C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.08 Environmental Condition of Site:

A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.

C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.

D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

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INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

A. The limits of liability for the insurance required on this project are as follows:

B. By DIXON:

1. Workers' Compensation:	Statutory
2. Employer's Liability:	
a. Bodily injury, each accident	$1,000,000
b. Bodily injury by disease, each employee	$1,000,000
c. Bodily injury/disease, aggregate	$1,000,000
3. General Liability:	
a. Each Occurrence (Bodily Injury and Property Damage)	$1,000,000
b. General Aggregate	$2,000,000
4. Excess or Umbrella Liability:	
a. Per Occurrence	$5,000,000
b. General Aggregate	$5,000,000
5. Automobile Liability:	
a. Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000
6. Professional Liability:	
a. Each Claim Made	$2,000,000
b. Annual Aggregate	$2,000,000

C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.

F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.

G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

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shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:
   1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
   2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, though, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, DIXON, and all other negligent entities and individuals.

Standard Form Agreement Between Owner and Engineer for Professional Services an EJCDC document modified by DIXON.
After modification, per license, this Agreement is not an EJCDC Document.

02/17/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO CONCUR WITH AND TO ACCEPT A PROPOSAL FOR WATER AND SEWER BOND ARBITRAGE REBATE SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Bingham Arbitrage Rebate Services, Inc. to provide water and sewer bond arbitrage rebate services through December 31, 2027 at the unit rates as shown on the attached contract.
2. It is also recommended City Council authorize payment to Bingham Arbitrage Rebate Services, Inc. for water and sewer bond arbitrage rebate services that have already occurred.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Bingham Arbitrage Rebate Services, Inc. to provide water and sewer bond arbitrage rebate services.
2. City Council authorizes payments to Bingham Arbitrage Rebate Services, Inc.
3. City Council authorizes the City Manager to sign the contract.
4. City Council authorizes the City Manager to sign future contracts in accordance with budget authorization.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 17, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Proposals/Contract

CITY OF WYOMING | PUBLIC WORKS

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

Staff Report

Date: February 3, 2025

Subject: Bond Arbitrage Rebate Services

From: Jodi Yenchar, Finance Director
Aaron Vis, Deputy Director of Public Works

Meeting Date: February 17, 2025

RECOMMENDATION:

It is recommended that the City Council approve a contract with Bingham Arbitrage Rebate Services, Inc. to provide water and sewer bond arbitrage rebate services through the end of 2027 and concur with expenses for these services that have already occurred, at the unit rates as noted on the attached contract

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
  - Goal 1 – Strengthen and maintain the strong financial position of the city
  - Goal 3 – Improve City infrastructure and service reliability

DISCUSSION:

Section 148 of the Internal Revenue Code of 1986 contains specific reporting requirements related to interest earned on tax-exempt bonds. Section 148(a) generally prohibits the investment of tax-exempt bond proceeds in taxable obligations with a yield materially higher than the bond yield. Section 148(f) requires the "rebate" to the United States Treasury of any allowable arbitrage profits.

The City has issued several tax-exempt bonds for various water and sewer system projects that require ongoing and periodic assessments against these regulations. These assessments vary in cost based on the size and maturity of the bond as well as the length of the project and are complex calculations best managed by companies that specialize in this work.

To that end, the Finance Department solicited quotations for such work in early 2024. Bingham Arbitrage Rebate Services, Inc. (Bingham) provided the lowest proposal and entered into a contract with the City for this work for all open bond issuances. At that time, it was not expected that costs for bond arbitrage rebate services would exceed the $8,500 limit requiring Council approval. However, the size and complexity of the larger refundings completed in 2016 and

2021 caused the costs to exceed the limit. In addition, the new water bond that was issued in the fall of 2024 for the third transmission main will also require the services of Bingham, and costs for this work will require Council approval.

Therefore, staff are requesting that the City Council concur with expenses that have already occurred with Bingham and enter into a contract with Bingham to provide arbitrage rebate services, at the unit rates provided in the attached contract, for all open bond issuances and any new water and sewer bond issuances for the next three fiscal years.

BUDGET IMPACT:

Sufficient funds exist and will be budgeted for in the appropriate Water and Sewer Professional Services Accounts.

Attachments:
1/14/25 Bingham Proposal and Contract
5/7/24 Bingham Proposal and Contract

BINGHAM | ARBITRAGE REBATE SERVICES

January 14, 2025

VIA EMAIL TRANSMISSION

Ms. Jodi Yenchar, Finance Director
City of Wyoming
1155 28th Street SW
Wyoming, Michigan 49509

RE: First Installment Period Arbitrage Rebate Compliance

$38,930,000
City of Wyoming
(Kent County, Michigan)
Water Supply System Revenue Bonds
Series 2024

Dear Jodi,

Bingham Arbitrage Rebate Services, Inc. is pleased to submit this fee quote for arbitrage rebate services on the above referenced tax-exempt issues. This fee quote describes the proposed scope of services and fees associated with the required arbitrage rebate calculation for the issues.

NATURE AND SCOPE OF SERVICES

The U. S. Congress has long considered the use of tax-exempt bond proceeds to invest in higher yielding taxable obligations to be abusive. In enacting Section 148 of the Internal Revenue Code of 1986 (the "Tax Code"), Congress adopted an approach to controlling the abuse. Section 148(a) generally prohibits the investment of tax-exempt bond proceeds in taxable obligations with a yield materially higher than the bond yield. Section 148(f) requires the "rebate" to the United States Treasury of any allowable arbitrage profits. There are, of course, certain specific exceptions to both the yield restriction and the rebate requirements.

Within 45 – 60 days following the next ensuing computation date for the Bonds or on such other day as we may mutually agree, Bingham will prepare and provide the following:

1. A written report (the "Report") setting forth a calculation of any arbitrage rebate and yield reduction payments and any related interest or penalties due to the United States Treasury with respect to the Bonds in compliance with Section 148 of the Internal Revenue Code of 1986 (the "Tax Code"); and
2. Form 8038-T for filing with the Internal Revenue Service ("IRS"), if the Report indicates that amounts are owed to the United States Treasury.

The Report and the Form 8038-T (if required) will cover the period from November 6, 2024 through June 30, 2029.

In the preparation of the Report and, if required, the Form 8038-T, Bingham will among other things determine the amount of the gross proceeds of the Bonds (including the investment proceeds) and the dates and amounts of the expenditures of such gross proceeds and assess whether such gross proceeds may qualify for the spending and other exceptions to the rebate and yield restriction requirements of Section 148 of the Tax Code.

Please note that you will have the ultimate responsibility for obtaining the signature of an authorized representative of the Issuer on the Form 8038-T and ensuring it is filed with the Internal Revenue Service by the date specified in the Report, along with the required payment

PERIOD OF THE ENGAGEMENT

We expect to begin the preparation of your Report and Form 8038-T (if required) upon receipt of a signed copy of this proposal and all of the documents and information requested.

Our services will conclude upon our delivery to you of the Report and Form 8038-T (if required) in a form suitable for execution by your authorized representative and filing with the IRS. You are responsible for reviewing the accuracy of Form 8038-T and any accompanying schedules and statements prior to filing.

Bingham will conduct a comprehensive review of the above-referenced Issues. The analysis will consist of the items listed below for the issues:

- Review of Non-Arbitrage Certificate, Federal Form 8038-G, and other pertinent closing documents.
- Determination of funds subject to spending exception, arbitrage rebate calculation and/or yield reduction calculation.
- Calculation of bond yield, if applicable.
- Calculation of arbitrage rebate liability due, in compliance with Section 148(f) of the Internal Revenue Code of 1986, and preparation of Federal Tax Form 8038-T if payment is due.
- Provision of written report to your office describing the calculation method used, assumptions, and conclusions.

BINGHAM'S PROCESS

We will first test the issue for an exception to the requirements of Section 148 of the Internal Revenue Code. To meet one of the IRS' exceptions, the following rules must apply:

Small Issuer Exception	Issues less than $5,000,000 in tax-exempt debt in one calendar year. Legislative changes increased the exception as follows: • Up to $15,000,000, with at least $10 million of the $15 million used to finance public schools for bonds issued after December 31, 2001.
Six Month Exception	Proceeds spent within Six Months of Closing 100% Under certain conditions, the Six-Month Exception can be extended to one year for governmental or 501(c)(3) bonds.
Eighteen Month Exception	Proceeds spent: within Six Months of Closing 15% within Twelve Months of Closing 60% within Eighteen Months of Closing 100% • Issues delivered after June 30, 1993 • A 5% retainage is allowed at eighteen months as long as the proceeds are fully expended by thirty months.
Two Year Construction Exception	Proceeds spent: within Six Months of Closing 10% within Twelve Months of Closing 45% within Eighteen Months of Closing 75% within Twenty-Four Months of Closing 100% • A 5% retainage is allowed at twenty-four months as long as the proceeds are fully expended by thirty-six months.

If an exception is missed, the arbitrage rebate calculation is required. If an issue is secured by a Debt Service Reserve Fund or holds an Escrow Fund, those funds will require the arbitrage rebate calculation for the life of the issues.

CLIENT RESPONSIBILITIES

For Bingham to provide you with the highest level of service, we must rely on you to provide, in a timely manner, the transcript of the financing documents and closing certificates for the Bonds, including the tax or arbitrage certificate and the IRS Form 8038, 8038-G or 8038-GC, any amendments to or modifications of such documents and certificates and the information regarding the investment and expenditure of the gross proceeds of the Bonds that we may request. You may have to obtain, or arrange for Bingham to obtain, such information from your bond counsel, the trustee for the Bonds or other professionals.

For the Report, we will need all of the bank/trust statement history from November 6, 2024 through current date. For future statements, please ask the bank to set Bingham up for online access. The documentation and information requested for the arbitrage rebate calculations should cover the entire history of the Bonds. Any investment changes that occurred during our review period would be considered necessary.

We will not audit or otherwise independently verify the correctness of the information you provide. However, we may ask you to clarify any of the information.

EVALUATION DATE: June 30, with the first installment period ending June 30, 2029. Bingham will provide annual reports beginning with the June 30, 2025 evaluation date and each June 30 thereafter through the first installment date, June 30, 2029, or once gross proceeds are spent in full whichever occurs first.

FEES

Factors which determine our fees include the size and complexity of an issue, the number of funds in the calculation, the type of calculation required, the number of years involved, whether there are any commingled funds, and if Investment Agreements are a factor for the issue. Every issue is structured differently and our fees vary on a case-by-case basis.

For the Issue, Scenario A or Scenario B will apply, not both.

Scenario A: Arbitrage Rebate Exception Report Services	Fees
Small Issuer Exception	$700
Six-Month Exception	$700
Eighteen-Month Spending Exception [1]	$650 per semi-annual period
Two-Year Spending Exception [1]	$650 per semi-annual period

[1] *The fee stops once gross proceeds are spent in full.*

OR

FEES (continued)

Scenario B: Arbitrage Rebate Calculation Services	Fees [2]
Years 1 - 2	$1,300 per year
Years 3 - 5	$750 per year

[2] *The fee stops once gross proceeds are spent in full; however, if there is a Debt Service Reserve, compliance reporting is required for the life of the debt.*

Additional Fees That May Apply [3]	Fees
Uncommingling &/ or Transferred Proceeds Fee [4]	$250 per year
Excess Yield Calculation (Years 4 – 5) [5]	$150 per year
Reviews for interim periods	$325 (less than 2 hours)
	$680 (more than 2 hours/ up to 4 hours)
	$175 per hour (after 4 hours)

[3] *Additional fees will only be added if applicable.*

[4] *If at any time bond proceeds are mixed with non-proceeds, it may be necessary to uncommingle the fund.*

[5] *If gross proceeds remain outstanding beyond the Three-Year temporary period, the EYC calculation will apply.*

Invoices will be sent along with our reports. Payment is expected within 30 days of the invoice date.

Bingham may withdraw or renegotiate this contract if our involvement is greater than originally anticipated. Examples of Bingham's increased time commitment include researching or locating missing investment activity, or if bond proceeds are mixed with non-proceeds funds.

EXPIRATION

If Bingham has not received a signed copy of this proposal and all of the documents and investment information requested within 90 days after the date hereof, we will assume you no longer need or want our services. We may withdraw from this engagement without completing or delivering the Report or Form 8038-T to you. Such withdrawal will terminate our engagement.

RECORD RETENTION

Bingham's policy is to return to you any information you transmit to us in original form or in hard copy as, or when, we complete this engagement. We ask that you pick up the originals or hard copies within 30 days after we notify you of their availability. After 30 days, you agree that we may return your information to you at your last known address via U.S. Mail or 2-day delivery service at your request. Our responsibility for your originals and hard copies ends when you pick them up or we deposit them in the U.S. Mail or with the 2-day delivery service.

Bingham's current policy is to keep our records related to this engagement in electronic format for six years from the end of this engagement.

USE OF THE INTERNET AND CLOUD SERVICES

To facilitate the provision of our services to you, we may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet or allow access to data through third party vendors' secured portals or clouds. Your electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data. In using these data transmission and storage methods, Bingham employs reasonable measures designed to maintain data security and we require our third-party vendors to do the same.

You acknowledge and agree that Bingham has no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

SEVERABILITY

If any term of this engagement letter is to any extent invalid, illegal or unenforceable, such term shall be excluded to the extent that it is invalid, illegal or unenforceable. All other terms shall remain in full force and effect.

ENTIRE AGREEMENT

This engagement letter constitutes the entire agreement between Bingham and you regarding the calculation of any arbitrage rebate and yield reduction payments and any related interest or penalties due to the United States Treasury with respect to the Bonds. You acknowledge that there are no other agreements (either oral or written) with Bingham regarding such matters. No additional terms, or modification or waiver of any previously agreed-upon terms, are valid unless agreed to in writing by both Bingham and you.

FINANCIAL ADVISOR DISCLAIMER

By engaging Bingham to provide the services described in this document, the City of Wyoming acknowledges that Bingham (1) is not recommending actions or providing advice to the City of Wyoming, and (2) does not owe a fiduciary duty to the City of Wyoming, as described by Section 15B of the Securities Exchange Act of 1934. The City of Wyoming should consult with the appropriate transaction professionals for legal and financial advice.

If you agree with these terms, please have an authorized representative sign as indicated below and return electronically to Bingham at your earliest convenience.

Bingham has implemented a "Green Initiative," and all compliance reports are now sent to your office electronically. However, if you prefer an original hard copy of the installment date report, please let us know. We are happy to place one in the mail upon request.

I hope these fees meet with your approval. Please feel free to call me at (804) 864-9564 if you have any questions. Thank you and I look forward to hearing from you.

Sincerely,



Kim A. Hoyt
President

Attachment A

Bond Issue:

$38,930,000
City of Wyoming
(Kent County, Michigan)
Water Supply System Revenue Bonds
Series 2024

SIGNATURE PAGE

_____
Signature

_____
Name (printed)

_____
Title

_____
Date

Approved as to form:

_____
Heather Chapman, Deputy City Attorney

Attachment A

Bingham attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Bingham and Bingham's personnel (*i.e.*, Bingham's directors, officers, employees, and other agents) will 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. Qualifications. Bingham represents and promises that:

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

B. Bingham and Bingham's personnel: (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. Bingham is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts. Therefore, Bingham 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. Bingham will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion.

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

A. Bingham and Bingham's personnel have 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 Bingham's personnel, any consideration contingent upon the award of this contract.

B. None of Bingham's personnel 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. Bingham will immediately notify City of any subsequently discovered changes in this disclosure.

BINGHAM / ARBITRAGE REBATE SERVICES

May 7, 2024

VIA EMAIL TRANSMISSION

Ms. Jodi Yenchar, Finance Director
City of Wyoming
1155 28th Street SW
Wyoming, Michigan 49509

RE: First Installment Period Arbitrage Rebate Compliance

$2,845,000
City of Wyoming
(County of Kent, State of Michigan)
Water Supply System Revenue Refunding Bonds
Series 2014

$21,765,000
City of Wyoming
(County of Kent, State of Michigan)
Water Supply System Revenue Refunding Bonds
Series 2016

$1,225,000
City of Wyoming
(County of Kent, State of Michigan)
Sewage Disposal System Revenue Refunding Bonds
Series 2017

$4,085,000
City of Wyoming
(County of Kent, State of Michigan)
Water Supply System Revenue Bonds
Series 2021

$24,380,000
City of Wyoming
(County of Kent, State of Michigan)
Sewage Disposal System Revenue Refunding Bond
Series 2021

$7,410,000
City of Wyoming
(County of Kent, State of Michigan)
Sewage Disposal System Revenue Bond
Series 2024

Dear Ms. Yenchar:

Bingham Arbitrage Rebate Services, Inc. ("Bingham"), a woman-owned, nationally accredited small business, is pleased to submit this proposal for arbitrage rebate services on the above-referenced tax-exempt issues. This proposal confirms the nature and scope of the services Bingham will provide, the terms and conditions under which Bingham will provide such services and the associated fees.

NATURE AND SCOPE OF SERVICES

The U. S. Congress has long considered the use of tax-exempt bond proceeds to invest in higher yielding taxable obligations to be abusive. In enacting Section 148 of the Internal Revenue Code of 1986 (the "Tax Code"), Congress adopted an approach to controlling the abuse. Section 148(a) generally prohibits the investment of tax-exempt bond proceeds in taxable obligations with a yield materially higher than the bond yield. Section 148(f) requires the "rebate" to the United States Treasury of any allowable arbitrage profits. There are, of course, certain specific exceptions to both the yield restriction and the rebate requirements.

Within 45 – 60 days following the next ensuing computation date for the Bonds or on such other day as we may mutually agree, Bingham will prepare and provide the following:

1. A written report (the "Report") setting forth a calculation of any arbitrage rebate and yield reduction payments and any related interest or penalties due to the United States Treasury with respect to the Bonds in compliance with Section 148 of the Internal Revenue Code of 1986 (the "Tax Code"); and
2. Form 8038-T for filing with the Internal Revenue Service ("IRS"), if the Report indicates that amounts are owed to the United States Treasury.

The Reports and the Form 8038-T's (if required) will cover the period from:

- **Series 2014**: October 14, 2014 through June 30, 2019,
- **Series 2016**: April 27, 2016 through June 30, 2020,
- **Series 2017**: September 6, 2017 through June 30, 2022,
- **Series 2021**: October 12, 2021 through June 30, 2026,
- **Series 2021**: April 26, 2021 through June 30, 2025,
- **Series 2024**: March 21, 2024 through June 30, 2028.

In the preparation of the Reports and, if required, the Form 8038-T's, Bingham will among other things determine the amount of the gross proceeds of the Bonds (including the investment proceeds) and the dates and amounts of the expenditures of such gross proceeds and assess whether such gross proceeds may qualify for the spending and other exceptions to the rebate and yield restriction requirements of Section 148 of the Tax Code.

Please note that you will have the ultimate responsibility for obtaining the signature of an authorized representative of the Issuer on the Form 8038-T and ensuring it is filed with the Internal Revenue Service by the date specified in the Report, along with the required payment.

CLIENT RESPONSIBILITIES

For Bingham to provide you with the highest level of service, we must rely on you to provide, in a timely manner, the transcript of the financing documents and closing certificates for the Bonds, including the tax or arbitrage certificate and the IRS Form 8038, 8038-G or 8038-GC, any amendments to or modifications of such documents and certificates and the information regarding the investment and expenditure of the gross proceeds of the Bonds that we may request. You may have to obtain, or arrange for Bingham to obtain, such information from your bond counsel, the trustee for the Bonds or other professionals.

For the Reports, we will need all the bank/trust statement history from:

- **Series 2014**: October 14, 2014 through July 31, 2019,
- **Series 2016**: April 27, 2016 through July 31, 2020,
- **Series 2017**: September 6, 2017 through July 31, 2022,
- **Series 2021**: October 12, 2021 through current date,
- **Series 2021**: April 26, 2021 through current date,
- **Series 2024**: March 21, 2024 through current date.

For future statements, please ask the bank to set Bingham up for online access. The documentation and information requested for the arbitrage rebate calculations should cover the entire history of the Bonds. Any investment changes that occurred during our review period would be considered necessary.

We will not audit or otherwise independently verify the correctness of the information you provide. However, we may ask you to clarify any of the information.

PERIOD OF THE ENGAGEMENT

We expect to begin the preparation of your Reports and Form 8038-T's (if required) upon receipt of a signed copy of this proposal and all of the documents and information requested.

Our services will conclude upon our delivery to you of the Reports and 8038-T's (if required) in a form suitable for execution by your authorized representative and filing with the IRS. You are responsible for reviewing the accuracy of Form 8038-T and any accompanying schedules and statements prior to filing.

Having worked with a wide variety of issues, our firm already understands the accounting practices and debt structure to be utilized. Our project team stands ready to begin this engagement without delay. We welcome the opportunity to serve your office in this important tax compliance requirement. Please do not hesitate to contact me at (804) 864-9564 if you have any questions.

Sincerely,

Kim A. Hoyt

Kim A. Hoyt
President

Arbitrage Rebate Compliance Services Proposal for
City of Wyoming

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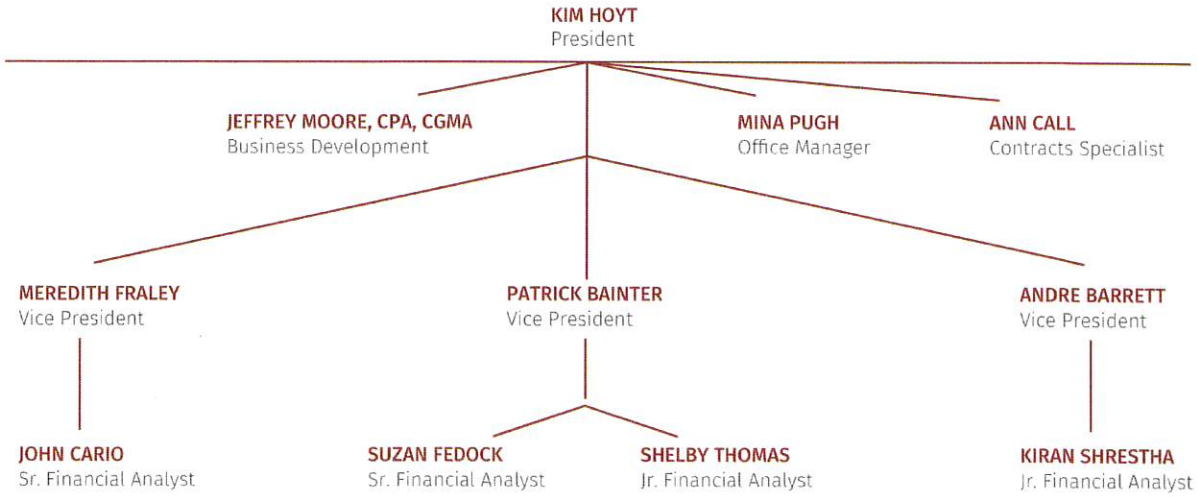
	Past and Current Accomplishments
Company History and Woman Owned (Minority) Firm	**Bingham has provided arbitrage rebate and related compliance services for 36 years.** ➢ 1985 - Bingham & Company Capital Markets, Inc. of St. Louis and Kansas City, Missouri established. ➢ 1988 -Arbitrage Rebate Service Division added to the St. Louis office. ➢ 1989 -Arbitrage Rebate Service Division transferred to Richmond, Virginia. ➢ 1995 -Division incorporated as Bingham Arbitrage Rebate Services, Inc. ("Bingham"), a wholly owned subsidiary, with Kim A. Hoyt as President. ➢ 1996 -Ms. Hoyt purchased the firm from Bingham & Company Capital Markets, Inc. ➢ 1997 - Virginia Women's Business Enterprise (VWBE) Certified ➢ 2005 - Small, Women and Minority (SWaM) Certified ➢ 2018 – National Women's Business Enterprise Certification (WBENC) **Since Ms. Hoyt's acquisition of Bingham in 1996, Bingham has been and remains a certified woman-owned minority firm.** Bingham has chosen to remain an independent firm, with the same ownership, organizational structure, and name, rather than merge with other firms. This strategy has allowed Bingham to experience deliberate, steady growth and earn a national reputation for expertise and excellence in arbitrage rebate services.
Calculation Savings for Clients	There are various instances of arbitrage rebate savings for Bingham's clients. For Variable Rate Issues only, the Bond Year Method can be applied which allows annual bond years with the bond yield and arbitrage liability being calculated separately for each bond year. By utilizing the Bond Year Method, the fluctuation of the yield and arbitrage liability is eliminated. Bingham has been able to save millions of dollars for clients by knowing how to properly apply this method under Variable Rate Issues. Bingham has worked with numerous clients on Requests for Recovery of Overpayments (Tax Form 8038-R) with total refunds exceeding $2,900,000. In all cases, overpayments were due to errors from previous provider calculations, errors resulting from in-house calculations, installment period payment refunds when final calculation results in overpayment from earlier installment periods.
Professional Affiliations	Bingham is a member of the National Government Finance Officers' Association (GFOA). Additionally, Bingham is a member of the GFOA within the states of North Carolina, Virginia, Georgia and Louisiana. Bingham is a member of the National Association of Bond Lawyers.
Legal and Other Professional Resources	Bingham not only brings highly experienced and expert staff to every client transaction, but we also work closely with ➢ A bond attorney who is a nationally recognized specialist in arbitrage rebate and tax compliance ➢ The attorney/CPA who developed Bingham's proprietary software ➢ Bond counsel for your transaction. The combination of Bingham staff experience and expertise, coupled with the assistance of these other experts, guarantees delivery of the most timely and accurate arbitrage rebate compliance reports to every client. Please note: The attorney and attorney/CPA mentioned above serve our firm in an advisory capacity and they are not subcontractors on Bingham contracts.

Past and Current Accomplishments

IRS Experience	IRS inquiries by their very nature produce stress. Bingham is readily available to our clients and has experience dealing with IRS inquiries, audits, questionnaires, past due rebate liability, refund requests due to overpayment, and issuers that have gone before the IRS Voluntary Closing Agreement Program. We're here to help you with the IRS. Best of all, Bingham's calculations and reports have never been challenged by the IRS in any way, but rather have been accepted by the IRS and bond counsel as definitive. a) IRS Audits/Examinations – In each instance, upon client request Bingham sent information to client or IRS. In each instance, the client received an IRS letter stating, "No further action needed, and audit closed." There have never been any adverse findings by the IRS with any of Bingham's calculations or reports. b) Overpayment Refunds – As noted on the previous page, Bingham has worked with several clients on overpayment refund requests for arbitrage rebate, and excess investment yield, calculations exceeding $2,900,000. Our office has worked with multiple IRS agents for all refund requests. None of Bingham's refund requests have resulted in further examinations or adverse findings. c) Voluntary Closing Agreement Program (VCAP) and other IRS Interactions – Bingham has assisted clients through the Voluntary Closing Agreement Program. VCAP factors have included missed 0% State and Local Government Securities (SLGs) within Escrow Funds, restructuring of Escrow Funds and errors from previous provider calculations. d) Other IRS Interactions - Many times Bingham is hired after the installment due date. If a payment is due, late penalties may accrue. In order for the IRS to waive an additional penalty equal to 50%, or 100%, the issuer must submit a detailed letter explaining why the payment is late and not due to willful neglect. The rebate payment and late penalties must be made within 180 days of discovering the failure to pay rebate on time. Bingham has assisted Bond Counsel and clients in the preparation of waiver of penalty letters. In all instances, the clients never heard further from the IRS and did not have to pay the additional 50% or 100% penalty.
Proprietary Software	A key component of Bingham's reliable and efficient service is our data processing capability and proprietary software developed by an attorney and CPA. The software has been closely reviewed and validated by our firm's CPAs to ensure compliance with Treasury Regulations and the Internal Revenue Code, as well as generally accepted accounting principles. Additionally, our software can be easily updated to comply with new amendments to laws and accompanying regulations as needed. For some specific client needs, our software has been customized and updated.
Data Management and Security	Bingham recommends to all clients that records related to arbitrage rebate calculations, reports, and payments (if any) be kept for six years after the final maturity date of the bonds. Upon request, Bingham can assist your office with developing and maintaining appropriate recordkeeping systems. Bingham recommends that all clients maintain bond closing documents, transaction activity, arbitrage rebate reports and related documentation. Bingham can provide your office with electronic back-up of all data and reports generated for a period extending at least six years after the redemption date or last maturity date of an Issue. Bingham's electronic back-up is created and moved off-site daily to a secured location.

Organization

Bingham is a small, highly experienced firm with ten full-time employees located in Richmond, Virginia. Having one location allows Bingham to provide the most efficient, accurate and client-responsive post-issuance compliance services in the arbitrage rebate industry.



Key Personnel

Meredith Fraley
Vice President



Expertise:
Transferred Proceeds
Parity Reserve Funds
Uncommingling/
Pro Rata Allocations
Pooled Bond Issues
Refund Requests
Client Training

With over three decades of experience in arbitrage rebate services, Meredith Fraley specializes in Municipal, Not-for-Profit[501(c)(3)s], University, and Multi-Family issues.

Meredith performs the financial calculations necessary for the arbitrage rebate requirement and interprets corresponding Treasury Regulations, consistently ensuring compliance. Since 2012, she has produced over 2,500 comprehensive reports for complex arbitrage rebate calculations. Since 2005, she has successfully processed refund requests for over $2 million dollars.

Meredith has been an integral part of Bingham's growth and client retention since the early years of the company. Clients trust and rely on her knowledge and support. As a result, she has numerous faithful clients who have consistently relied on her services for over ten years, including cities, counties, authorities, and universities. She is skilled at adapting and working with varying data formats the client provides — from Excel files or PDFs to a wide variety of bank statements. Meredith is not only a dedicated member of our team, but a dedicated team player with every client.

A recognized arbitrage specialist, Meredith leads instructional sessions at various financial conferences, providing clients and other professionals accurate, essential information on arbitrage rebate compliance. She also has led in sessions at an CPE accredited course, *Issuing Debt and Debt Management,* conducted by the Virginia Government Finance Officers' Association.

Professional Memberships:

GFOA - Virginia, Georgia, Louisiana, North Carolina
National Association of Bond Lawyers
Women in Public Finance (National and Virginia Chapter)

B.S. Finance - Virginia Polytechnic Institute and State University

Key Personnel

Patrick Bainter
Vice President



Expertise:
Parity Debt Service Reserve Funds & Commingled Funds
Transferred Proceeds
Interest Rate Swap Transactions
Universal Cap Analysis
P3 Projects

With over 20 years of experience at Bingham, Patrick Bainter handles complex arbitrage rebate and comprehensive verification services. He specializes in municipal, university, assisted living facility, industrial development authority, public private partnerships (P3), and not-for-profit [501(c)(3)s] Issues.

Patrick has consistently been at the forefront of Bingham's development and progress. Patrick leads Bingham's verification services. In 2012, he initiated and developed Bingham's verification analysis models with support from Bingham's CPA. For pre-bond closing transactions, Patrick provides verification services for refunding escrow funds and cash defeasance transactions, ensuring mathematical accuracy. With proven expertise and using customized software programs, he confirms the adequacy of cash, escrow yield, and securities placed in escrow for the retirement of the bond issues.

Patrick and his team have provided over 700 verification reports for a wide variety of clients, including a regional Authority, six international airports, over thirty universities/colleges, and major transportation projects. In 2022, Patrick led in the completion of two of Bingham's largest verification reports; transportation projects with par amounts of $1 billion and $638MM.

Since 2015, Patrick has completed over 2,700 complex arbitrage rebate calculations, always paying close attention to the potential to reduce rebate liability. He has significant experience providing both arbitrage rebate and verification services to P3 (public private partnership) projects.

Professional Memberships:

GFOA - Virginia, Georgia, Louisiana, North Carolina
Louisiana Association of School Business Officials

B.B.A. Finance - Radford University

Key Personnel

Andre Barrett
Vice President



Expertise:
Transferred Proceeds
Parity Reserve Funds
Uncommingling/
Pro Rata Allocations
Pooled Bond Issues
Refund Requests

With a strong background in banking and in-depth knowledge of the complexities of IRS arbitrage rebate tax compliance, Andre specializes in arbitrage rebate and verification services for municipalities and educational institutions, as well as hospitals, retirement homes, and housing.

Proficient in all areas of arbitrage rebate account management, Andre has performed over 1,500 calculations with a total par value of over $17 million since 2015. His strong expertise in municipal debt has resulted in exceptional arbitrage services for over 82 municipalities. He regularly assists clients with IRS Schedule K (Form 990) completion and consistently pays close attention to the potential to reduce rebate liability.

With solid financial experience, he is a valued resource in Bingham verification reporting. Andre assisted in verification reports for two of Bingham's largest verification reports; transportation projects with par amounts of $1 billion and $638MM.

Andre often represents Bingham at local and state financial conferences, contributing up-to-date information regarding arbitrage rebate, verification, and IRS Schedule K (Form 990) services.

Professional Memberships:
GFOA - Virginia, Georgia, Louisiana, North Carolina
Louisiana Association of School Business Officials

B.S. Finance - Virginia Commonwealth University

Key Personnel

Kim A. Hoyt
President



Expertise:
IRS and U.S. Treasury Regulations

Post-Issuance Compliance:
Bond Yield
Arbitrage Rebate Calculations
Yield Reduction

Training

As President and owner of Bingham since 1996, Kim is a recognized expert in the arbitrage compliance field. With an extensive accountant and analyst background in the banking industry, Kim provides the leadership that has earned Bingham a reputation for expertise and excellence in arbitrage rebate services.

Kim has in-depth knowledge of all current IRS arbitrage rebate tax rules and regulations. With the evolution of U.S. Treasury regulations, she has effectively guided Bingham's account managers and staff through the resulting changes to post-issuance compliance. She maintains strong relationships with corporate trust banks, bond attorneys, and financial advisors to provide quality consultation on matters relating to verification service, post-issuance compliance, arbitrage rebate, and related IRS forms.

Kim provides oversight and support to the Bingham team in verification of calculations and reports. Her close scrutiny of the complex details associated with arbitrage rebate ensures regulatory compliance and precision reporting for every client.

As an active participant in financial conferences and seminars nationwide, Kim conducts specialized training and seminars for clients and the public finance industry on post-issuance compliance topics such as bond yield, arbitrage rebate calculations, yield reduction, and recordkeeping. She has presented sessions with representatives from the IRS Tax-Exempt Bond (TEB) compliance group.

Kim maintains a Preparer Tax Identification Number in order to sign IRS Tax Forms 8038-T for payments and 8038-R for overpayment refunds.

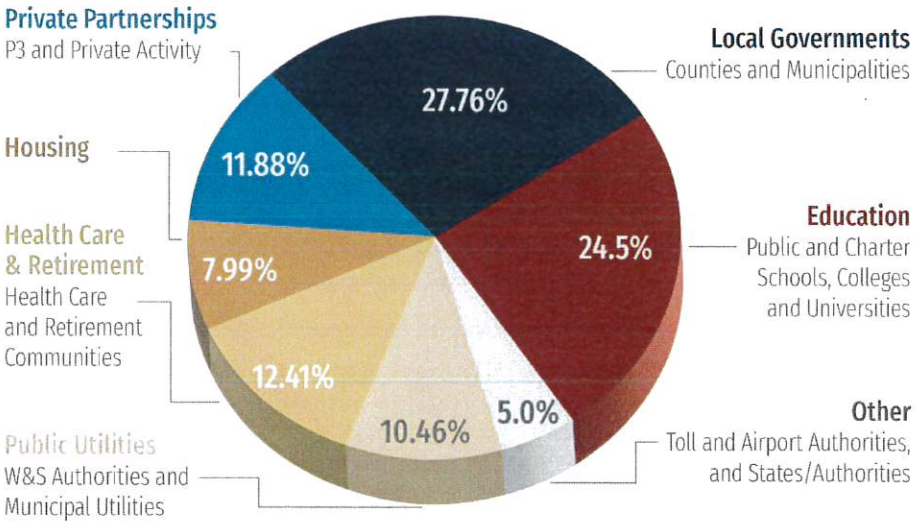
Professional Memberships:

GFOA - National, Georgia, Louisiana, North Carolina, Virginia
National Association of Bond Lawyers
Women in Public Finance (National, Virginia and Louisiana Chapter)

B.S. Accounting - Pennsylvania State University

Client Composition

Bingham has provided arbitrage rebate compliance and related services for 36 years. From its humble beginnings in 1988, Bingham has completed arbitrage rebate calculations on more than 6,500 bond issues throughout the United States. Bingham now has clients in forty-five states and the District of Columbia; and has successfully completed calculations amounting to more than $140 billion in combined bond proceeds. Included among our clients are Municipalities, Counties, School Districts, Academic Institutions, Water and Sewer Authorities, Universities, Non-Profit Organizations, Foundations, Industrial Development Authorities, Transportation Authorities, Retirement Facilities, Housing Authorities, Hospitals, Airports and other Private Activity issuers.



Bingham has completed arbitrage rebate compliance reviews applying each of the various versions of Section 148 of the Internal Revenue Code (1986, 1989 Temporary, 1992 through and including the current 1993 U.S. Treasury Regulations), as appropriate to each client and issue.

Bingham has provided arbitrage rebate services including

- complex pooled financings involving multiple participants
- ongoing services for many large municipal and development authority debt issuers who have contracted with us for more than twenty years
- analysis of more than 300 swaps, swap termination and/or similar complex investment hedging arrangements.

Bingham has also served as verification agent on more than 700 refunding transactions in the past twelve years.

Bingham's Work Plan

The following steps are a detailed account of Bingham's process to provide arbitrage rebate calculation services for the City of Wyoming.

Step 1: Setup and maintain an arbitrage compliance summary for the issue.

Bingham will review the closing documents and investment activity to determine which funds will need to be evaluated for arbitrage rebate compliance. Bingham will collect data from your office and confirm the Bond Year and relevant IRS filing dates. Bingham will set up and maintain an arbitrage rebate compliance summary for the issue, to monitor ongoing compliance requirements.

Step 2: Standard documentation and information provided to Bingham for these compliance reports:

a) IRS Form 8038-G
b) Tax Compliance Certificate
c) Official Statement
d) Index to closing transcript
e) All bank/trust statements from:

- **Series 2014**: October 14, 2014 through July 31, 2019,
- **Series 2016**: April 27, 2016 through July 31, 2020,
- **Series 2017**: September 6, 2017 through July 31, 2022,
- **Series 2021**: October 12, 2021 through current date,
- **Series 2021**: April 26, 2021 through current date,
- **Series 2024**: March 21, 2024 through current date.

The statements and documents noted above are necessary documents for our review. The actual length of time needed for completion of the review, analysis, calculations, and documentation is contingent upon the availability of the statements and documents listed above.

Step 3: Perform up-to-date arbitrage rebate compliance report and provide updated report on arbitrage issues, including:

a) Computation summary and analysis of relevant dates and assumptions
b) Sources and Uses of funds
c) Arbitrage yield and yield restriction requirements
d) Rebate liability by fund and aggregate liability for the issue
e) Arbitrage/Investment Yield Comparison
f) Rebate Calculation by Fund
g) Outstanding Investments Summary.

Bingham will account for all gross proceeds to confirm the Sources and Uses of the proceeds and determine the arbitrage rebate calculation requirements.

Bingham will initially test for an exception and special elections, as indicated in the bond documents. In order to meet one of the IRS' spending exceptions, the following rules must apply:

Small Issuer Exception	Issues less than $5,000,000 in tax-exempt debt in one calendar year. Legislative changes increased the exception as follows: • Up to $15,000,000, with at least $10 million of the $15 million used to finance public schools for bonds issued after December 31, 2001.
Six-Month Spending Exception	Proceeds spent within Six Months of Closing 100% • Under certain conditions, the Six-Month Exception can be extended to one year for governmental or 501(c)(3) bonds.
Eighteen Month Spending Exception	Proceeds spent: within Six Months of Closing 15% within Twelve Months of Closing 60% within Eighteen Months of Closing 100% • Issues delivered after June 30, 1993 • A 5% retainage is allowed at eighteen months as long as the proceeds are fully expended by thirty months.
Two Year Construction Spending Exception	Proceeds spent: within Six Months of Closing 10% within Twelve Months of Closing 45% within Eighteen Months of Closing 75% within Twenty-Four Months of Closing 100% • Issues delivered after December 20, 1989 • Qualifying issuers only • A 5% retainage is allowed at twenty-four months as long as the proceeds are fully expended by thirty-six months.

If a spending exception is missed, the arbitrage rebate calculation is required on all funds. If an issue maintains a funded Debt Service Reserve Fund, the arbitrage rebate calculation will be required for the life of the issue.

If the issue requires an arbitrage rebate calculation, Bingham will determine the evaluation date, and calculate the issue's arbitrage yield and, if applicable, the excess investment yield. As part of our analysis, Bingham will analyze the best calculation methodology to provide the lowest and most accurate arbitrage rebate liability for the issue.

Bond Yield	Bingham calculates the exact yield on the bonds, using a 30/360-day model and semi-annual compounding, taking the exact dates of receipts and disbursements as shown in statement summaries. For these purposes, the yield under the arbitrage regulations is that rate of interest which, when used to discount all future payments on the Bonds, produces a present value equal to the initial offering price to the public.
Rebate Calculation	• All the moneys on deposit and any interest income earned on the date of evaluation (the last day upon which any interest or principal on the bonds is paid) are treated as a receipt on that date. • All receipts and disbursements occurring on or prior to the date of evaluation and the calculated receipts are future-valued to the date of evaluation using the yield on the bonds. The calculation is made using a 30/360-day model and semi-annual compounding, taking the dates of receipts and disbursements as shown in statement summaries. • The future value of the receipts and disbursements is subtracted from the future value of the earnings with the resulting balance being the amount to be rebated.
Yield Restriction Calculation	**Capital Projects (if applicable)** The Regulations require that any Project investment held beyond the three-year temporary period must be yield restricted to the bond yield, plus .125%. Any amount earned over the limit must be paid to the Internal Revenue Service in the form of a "yield reduction payment." Such payment is similar to an arbitrage rebate payment and is paid in the same manner and with the same frequency as arbitrage rebate; within 60 days of the fifth bond year [U.S. Treasury Regulations Section 1.148 5(c)(1) & (2)]. If a factor, only one payment is made to the Internal Revenue Service, either an arbitrage rebate payment or a yield reduction payment, whichever amount is higher. Bingham will test for and run the excess investment yield calculation if applicable. **Replacement Proceeds (if applicable)** The U.S. Treasury Regulations require that replacement proceeds held beyond the respective temporary period must be yield restricted to the bond yield, plus .001%. Any amount earned over the limit must be paid to the Internal Revenue Service in the form of a "yield reduction payment." Such payment is similar to an arbitrage rebate payment and is paid in the same manner and with the same frequency as arbitrage rebate; within 60 days of the fifth bond year [U.S. Treasury Regulations Section 1.148-5(c)(1) & (2)]. If a factor, only one payment is made to the Internal Revenue Service, either an arbitrage rebate payment or a yield reduction payment, whichever amount is higher.

Bingham's Reports

All Bingham reports include comprehensive detailed calculations, a thorough report, executive summary, and our professional opinion that all calculations were performed in compliance with federal tax law. Bingham's calculations, reports, computation summary and analysis of relevant dates and assumptions will be completed annually, as of the anniversary of the Bond Year or such other date as specified in the bond documents.

Bingham's reports provide both summary and detail of every aspect of the analysis we undertake and support the conclusions reached. As applicable, all Bingham reports and schedules will include the sources and uses of funds, the arbitrage yield, spending exception reports, arbitrage rebate calculations, excess investment yield calculations and yield restriction requirements, expiration dates for temporary and spend down periods, the next calculation date, and the rebate liability of any accruing arbitrage by fund. Our reports also provide a summary of outstanding investments. All Bingham reports exceed the industry standard and are comprehensive, mathematically accurate and consistent with Section 148(f) of the Internal Revenue Code.

Bingham has implemented a "Green Initiative," and all compliance reports are now sent to your office electronically. However, if you prefer an original hard copy of the installment date report, please let us know. We are happy to place one in the mail upon request.

RECORD RETENTION

Bingham's policy is to return to you any information you transmit to us in original form or in hard copy as, or when, we complete this engagement. We ask that you pick up the originals or hard copies within 30 days after we notify you of their availability. After 30 days, you agree that we may return your information to you at your last known address via U.S. Mail or 2-day delivery service at your request. Our responsibility for your originals and hard copies ends when you pick them up or we deposit them in the U.S. Mail or with the 2-day delivery service.

Bingham's current policy is to keep our records related to this engagement in electronic format for six years from the end of this engagement.

USE OF THE INTERNET AND CLOUD SERVICES

To facilitate the provision of our services to you, we may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet or allow access to data through third party vendors' secured portals or clouds. Your electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data. In using these data transmission and storage methods, Bingham employs reasonable measures designed to maintain data security and we require our third-party vendors to do the same.

You acknowledge and agree that Bingham has no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

Step 4: Identify all gross and transferred proceeds allocated to the issues.

In addition to the analysis detailed above, Bingham will analyze any other impacts on the arbitrage rebate calculation, including transferred proceeds or commingled funds. If at any time an issue is refunded and prior issue proceeds remain, transferred proceeds would result, and it may be necessary to uncommingle the fund.

Step 5: Compare allowable arbitrage earnings to actual earnings to determine cumulative arbitrage liability. Prepare IRS Form 8038-T and filing instructions, as needed.

Bingham compares the bond yield to the investment yield (arbitrage earnings to actual earnings) to determine cumulative arbitrage rebate liability.

Bingham will provide one electronic PDF copy of our report to your office, with copies to the trustee, if required. The installment period report will be a comprehensive summary of the years within the installment period. If an arbitrage rebate payment is due, Bingham will include a fully prepared IRS Form 8038-T for your signature. Bingham will provide filing instructions and any assistance needed to your office to submit the IRS form and payment.

Step 6: Review and consider application of alternative regulatory provision that may improve the arbitrage liability.

Internal Revenue Service regulations pertinent to arbitrage rebate were initially enacted as part of the Internal Revenue Code of 1986 (IRC 1986). Three amendments to IRC 1986 (1989 Temporary, 1992 and the current 1993 U.S. Treasury Regulations) have each impacted the manner in which arbitrage rebate liability is evaluated and computed. Bingham's President and Vice Presidents have each completed many arbitrage rebate calculations that required professional judgment to determine which version of the U.S. Treasury Regulations applies. For the issue, Bingham will determine which version of the U.S. Treasury Regulations applies and will also evaluate any other alternative computation methods that may reduce the arbitrage rebate liability.

Step 7: Maintain up-to-date understanding of the rebate regulations, court decisions and other events that may affect arbitrage compliance requirements.

For every client, Bingham employs a rigorous internal review to confirm the accuracy and completeness of our judgments before ever issuing a report. Throughout our many years of extensive experience, keeping current with the complex Tax Code rules and regulations remains an essential priority at Bingham. Remaining fully informed of Tax Code rules and regulation changes and varying interpretations translates into arbitrage rebate savings for our clients.

The IRS has continuing education and training for debt issuers. To maintain excellence in arbitrage rebate compliance, Bingham Account Managers and Analysts participate in ongoing programs of continuing education related to the IRS rulings and regulations that define and govern arbitrage rebate compliance, including participation in IRS Tax Exempt Bonds (TEB) Webinars and Telephone Forums. Our team has also participated in the Council of Development Finance Agencies' Advanced Bond Course.

Bingham's team regularly attends and participates in a variety of seminars and professional education conferences. Events are selected to engage with other individuals in public finance, to remain fully informed of industry trends and to remain current on specific arbitrage related topics.

Bingham also receives periodic updates from the National Association of Bond Lawyers on matters relevant to public finance, including regulatory changes and court decisions that impact arbitrage rebate compliance.

Step 8: Assist and defend calculations in the event of an audit.

Bingham has extensive experience assisting our clients and defending our calculations during IRS audits. Bingham is readily available to your office in the event of an IRS audit. Bingham has experience dealing with IRS inquiries, audits, questionnaires, past due rebate liability, refund requests due to overpayment, and issuers that have gone before the IRS Voluntary Closing Agreement Program. Best of all, Bingham's calculations and reports have never been challenged by the IRS in any way, but rather have been accepted by the IRS and bond counsel as definitive.

Partial Client List – Municipal / County / Authority Clients

Albemarle County, VA
City of Alexandria, VA
City of Anderson, SC
City of Annapolis, MD
Arlington County, VA
Bossier City, LA
Buncombe County, NC
Cabarrus County, NC
Chatham County, GA
City of Chesapeake, VA
Chesterfield County, VA
DC Water Authority
Fairfax County Redevelopment & Housing Authority, VA
Forsyth County, NC
Town of Fort Mill, SC
Franklin Public School District, Milwaukee, WI
Georgia Tech
City of Greensboro, NC
Hehr International (Economic Development Corp. County of Saginaw), MI
Henrico County, VA
Iberia Parish, LA
Iberia Parish School Board, LA
Jefferson County School District, KY
Jefferson Parish, LA
Lafourche Parish Water District No. 1, LA
Loudoun County Water, VA
Louisville Metropolitan Sewer District, KY
Macon Water Authority, GA
Maryland Economic Development Corporation
Mobile County Schools, AL
North Carolina State University
Prince George's County, MD
Prince William County Service Authority, VA
City of Roanoke, VA
St. Charles Parish, LA
City of St. Louis, MO
School District of Belleville, WI
St. Croix Central School District, WI
St. Louis Metropolitan Sewer District, MO
St. Mary Parish, LA
St. Mary Parish School Board. LA
UNC Chapel Hill, NC
United Methodist Retirement Communities, MI
Virginia Resources Authority
Vista Grand Villa, MI
Wake County, NC
Walton County, GA
Wisconsin Heights School District, WI
Village of Williams Bay, WI

Evaluation Date

Series 2014 - June 30, with the first installment period ending June 30, 2019. Bingham will provide the first installment report now.

Series 2016 - June 30, with the first installment period ending June 30, 2020 (short first bond year). Bingham will provide the first installment report now.

Series 2017 - June 30, with the first installment period ending June 30, 2022. Bingham will provide the first installment report now.

Series 2021 - June 30, with the first installment period ending June 30, 2026. Bingham will provide annual reports beginning with the June 30, 2023 evaluation date and each June 30 thereafter through the first installment date, June 30, 2026, or once gross proceeds are spent in full whichever occurs first.

Series 2021 - June 30, with the first installment period ending June 30, 2025 (short first bond year). Bingham will provide annual reports beginning with the June 30, 2023 evaluation date and each June 30 thereafter through the first installment date, June 30, 2025, or once gross proceeds are spent in full whichever occurs first.

Series 2024 - June 30, with the first installment period ending June 30, 2028 (short first bond year). Bingham will provide annual reports beginning with the June 30, 2024 evaluation date and each June 30 thereafter through the first installment date, June 30, 2028, or once gross proceeds are spent in full whichever occurs first.

Fee Schedule

These schedules only apply to the referenced bond issues. Our annual fee will apply even for a partial year of investment activity. If at any time bond proceeds are mixed with non-proceeds, it may be necessary to uncommingle the fund.

FEES – a volume discount has been applied.

Scenario A or Scenario B will apply, not both.

Scenario A: Arbitrage Rebate Exception Report Services	Fees per Issue
Small Issuer Exception	$600
Six-Month Exception	$600
Eighteen-Month Spending Exception [1]	$600 per semi-annual period
Two-Year Spending Exception [1]	$600 per semi-annual period

1 The fee stops once gross proceeds are spent in full.

OR

Scenario B: Arbitrage Rebate Calculation Services	Fees per Issue [2]
Year 1	$1,200
Years 2 - 5	$650 per year

[2] The fee stops once gross proceeds are spent in full; however, if there is a Debt Service Reserve, compliance reporting is required for the life of the debt.

FEES (continued)

Additional Fees That May Apply[3]	Fees per Issue
Uncommingling &/ or Transferred Proceeds Fee [4]	$250 per year
Excess Yield Calculation (Years 4 – 5) [5]	$150 per year
Reviews for interim periods	$325 (less than 2 hours)
	$680 (more than 2 hours/ up to 4 hours)
	$175 per hour (after 4 hours)

[3] *Additional fees will only be added if applicable.*

[4] *If at any time bond proceeds are mixed with non-proceeds, it may be necessary to uncommingle the fund.*

[5] *If gross proceeds remain outstanding beyond the Three-Year temporary period, the EYC calculation will apply.*

Signatures

Invoices will be sent along with our reports. Payment is expected within 30 days of the invoice date.

Bingham may withdraw or renegotiate this contract if our involvement is greater than originally anticipated. Examples of Bingham's increased time commitment include research into missing investment activity, gross proceeds remain outstanding longer than the quoted period, or bond proceeds are mixed with other non-proceeds funds.

EXPIRATION

If Bingham has not received a signed copy of this proposal and all of the documents and information requested on page 13 – *Bingham's Work Plan, Step 2*, within 90 days after the date hereof, we will assume you no longer need or want our services. We may withdraw from this engagement without completing or delivering the Reports or Form 8038-T's to you. Such withdrawal will terminate our engagement.

SEVERABILITY

If any term of this engagement letter is to any extent invalid, illegal or unenforceable, such term shall be excluded to the extent that it is invalid, illegal or unenforceable. All other terms shall remain in full force and effect.

ENTIRE AGREEMENT

This engagement letter constitutes the entire agreement between Bingham and you regarding the calculation of any arbitrage rebate and yield reduction payments and any related interest or penalties due to the United States Treasury with respect to the Bonds. You acknowledge that there are no other agreements (either oral or written) with Bingham regarding such matters. No additional terms, or modification or waiver of any previously agreed-upon terms, are valid unless agreed to in writing by both Bingham and you.

FINANCIAL ADVISOR DISCLAIMER

By engaging Bingham to provide the services described in this document, the City of Wyoming acknowledges that Bingham (1) is not recommending actions or providing advice to the City of Wyoming, and (2) does not owe a fiduciary duty to the City of Wyoming, as described by Section 15B of the Securities Exchange Act of 1934. The City of Wyoming should consult with the appropriate transaction professionals for legal and financial advice.

The documentation and information requested for the arbitrage rebate calculations should cover the entire history of the Bonds. Any investment changes that occurred during our review period would be considered necessary.

Bingham Arbitrage Rebate Services, Inc.

Kim A. Hoyt
Signature

Kim A. Hoyt
(Name Printed)

President
Title

May 7, 2024
Date

City of Wyoming

John Shay
Signature

John Shay
(Name Printed)

City Manager
Title

5/9/2024
Date

Approved as to form:

Scott G. Smith, City Attorney

Attachment A

Bingham attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Bingham and Bingham's personnel (*i.e.*, Bingham's directors, officers, employees, and other agents) will 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. Qualifications. Bingham represents and promises that:

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

B. Bingham and Bingham's personnel: (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. Bingham is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts. Therefore, Bingham 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. Bingham will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion.

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

A. Bingham and Bingham's personnel have 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 Bingham's personnel, any consideration contingent upon the award of this contract.

B. None of Bingham's personnel 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.

Bingham will immediately notify City of any subsequently discovered changes in this disclosure.