AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MARCH 3, 2025, 7:00 P.M.

1) **Call to Order**
2) **Invocation** – Pastor Kathy Resler Chambliss, Together 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 17th, 2025 Regular Meeting
6) **Approval of Agenda**
7) **Public Hearings** (none)
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**
   a) From City Council
   b) From City Manager
      1) 25-4 Acceptance of Temporary Construction Permits for Trail 7 (Johnson, Lopez, Lopex, Nunez-Romero, Camarena, Martinez, Holobaugh, Caballero, Gomez, Vazquez, Franco, and De Jonge Trust)
12) **Budget Amendments** (none)
13) **Consent Agenda**
   All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.
   a) To Schedule a Public Hearing on the Necessity of and Specially Assessing the Costs for a Spongy Moth Suppression Project, Special Assessment Roll 25-821 (March 17, 2025 at 7:01 p.m.)
   b) To Schedule a Public Hearing on the Necessity of and Specially Assessing the Costs for a Spongy Moth Suppression Project, Special Assessment Roll 25-822 (March 17, 2025 at 7:02 p.m.)

c) To Set a Date for a Public Hearing on the Proposed Wyoming Community Development 2025/2026 One Year Action Plan (May 5, 2025 at 7:01 p.m.)

14) Resolutions

a) To Approve Lions and Rabbits Center for the Arts for Charitable Gaming Licenses
b) To Dedicate Courtney Lynn Court, Case Drive and Kingsfield Drive Located within the City of Wyoming to be Included in the Municipal Street System
c) To Approve a Brownfield Plan for HÒM 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

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

a) For Award of Bids
   1. IT Staff Augmentation Contracts
   2. Wyoming Senior Center HVAC Renovation
   3. Wyoming Senior Center HVAC Replacement
   4. Plumbing Supplies
   5. Fertilizer
b) To Award a Bid for Large Diameter Sanitary Sewer Inspection and Assessment to RedZone Robotics
c) To Accept an Amendment to the Janitorial Services Contract
d) To Accept Quotes for the Purchase of Drinking Water Fountains
e) To Accept a Proposal from Heyboer Landscape Maintenance Inc. to Provide Lawn Care and Leaf Removal Services at Ferrand and Southlawn Parks
f) To Authorize the City Manager and City Clerk to Sign an Agreement with Boredom Fighters Foundation to Allow Them to Teach Music Production Classes Through the Parks and Recreation Department
g) To Extend a Bid for Curbside Leaf and Brush Collection and Disposal to Arrowaste, Inc.

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 (none)

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

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

February 26, 2025

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 25-4

Subject: Acceptance of Temporary Construction Permits for Trail 7

Councilmembers:

We acquired some of the temporary construction permits for the Trail 7 project and wish to make the accompanying payments for them:

Grantor: David M. & Debra E. Johnson
Parcel #: 41-17-11-203-024
Address: 2140 Godfrey Ave
Payment: $300.00

Grantor: Maria Lopez
Parcel #: 41-17-11-203-009
Address: 2032 Godfrey Ave
Payment: $309.44

Grantor: Rafael Lopex-Escamilla & Manuela Lopex
Parcel #: 41-17-11-203-052
Address: 2058 Godfrey Ave
Payment: $792.17

Grantor: Juan Raymondo Soriano-Solis & Maria Concepcion Nunez-Romero
Parcel #: 41-17-11-203-017
Address: 2108 Godfrey Ave
Payment: $300.00

Grantor: Luis Enrique Camarena
Parcel #: 41-17-11-203-012
Address: 2044 Godfrey Ave
Payment: $300.00

Grantor: Nicolas & Maria V. Martinez
Parcel #: 41-17-11-203-015
Address: 2100 Godfrey Ave
Payment: $300.00

Grantor: Kelly Holobaugh
Parcel #: 41-17-11-230-031
Address: 867 Belfield Street SW
Payment: $321.82

Grantor: Walter & Kerrah J. Caballero
Parcel #: 41-17-11-230-009
Address: 845 Belfield Street SW
Payment: $300.00

Grantor: Santos & Valentin Gomez
Parcel #: 41-17-11-230-021
Address: 871 Belfield Street SW
Payment: $321.82

Grantor: Iraiz Ramirez Vazquez & Oskar Alfredo Gayot Franco
Parcel #: 41-17-11-203-055
Address: 2114 Godfrey Ave
Payment: $300.00

Grantor: The Jan & Gloria De Jonge Trust
Parcel #: 41-17-11-230-018
Address: 2121 Clyde Park Ave SW
Payment: $495.10

I recommend the City Council approve the attached temporary construction permits prepared by the city's right-of-way acquisition consultant, Land Matters, Inc. and payment of the stated amounts.

Respectfully submitted,

John Shay
City Manager

03/03/2025
Clerk/KV

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE NECESSITY OF AND SPECIALLY ASSESSING THE COSTS FOR A SPONGY MOTH SUPPRESSION PROJECT, SPECIAL ASSESSMENT ROLL 25-821

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the plans and specifications, cost estimate and report for the 2025 spongy moth suppression project, shall remain on file in the Office of the City Clerk, and shall be available for public examination.
2. That all the costs of that public improvement be specially assessed against parcels specially benefitted from that project as depicted within the drawing attached as Exhibit A and listed by tax parcel numbers and addresses on Exhibit B that together comprise the proposed special assessment district 25-821.
3. The City Council will hold a public hearing during its regular meeting of Monday, **March 17, 2025, at 7:01 p.m.**, to hear from all persons affected by or interested in the proposed 2025 spongy moth suppression project or who own or occupy property in the proposed special assessment district.
4. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
    a. Published once in the *Grand Rapids Press*, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
    b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten 10 days before the time of the hearing.
5. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

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

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 3, 2025.

_____

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Exhibit A – Aerial Spray Map
Exhibit B – List of Parcels in Proposed Special Assessment District
Exhibit C – Form of Notice of Public Hearing (1st Letter)

City of Wyoming
Spongy Moth Report Map 2025

Wyom01
Wyom02
Wyom03
Wyom04
Wyom05
Wyom06
Wyom07
Wyom08
Wyom09
Wyom10

0 0.45 0.9 1.35 1.8 Miles

Aquatic Consulting Services 2024

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

411711402034	1159	LOCKSLEY DR SW	411711452007	2630	DONCASTER AVE SW
411711402035	1149	LOCKSLEY DR SW	411711452008	2638	DONCASTER AVE SW
411711402036	1141	LOCKSLEY DR SW	411711452009	2644	DONCASTER AVE SW
411711402037	1135	LOCKSLEY DR SW	411711452010	2652	DONCASTER AVE SW
411711402038	1131	LOCKSLEY DR SW	411711452011	2704	DONCASTER AVE SW
411711402039	1129	LOCKSLEY DR SW	411711452012	2708	DONCASTER AVE SW
411711402040	1123	LOCKSLEY DR SW	411711452013	2710	DONCASTER AVE SW
411711402041	1117	LOCKSLEY DR SW	411711452014	2718	DONCASTER AVE SW
411711402042	1113	LOCKSLEY DR SW	411711452015	2724	DONCASTER AVE SW
411711402043	1107	LOCKSLEY DR SW	411711452016	2738	DONCASTER AVE SW
411711402044	1101	LOCKSLEY DR SW	411711452018	2607	NEWSTEAD AVE SW
411711402045	2541	NEWSTEAD AVE SW	411711452019	2615	NEWSTEAD AVE SW
411711403015	2542	NEWSTEAD AVE SW	411711452020	2621	NEWSTEAD AVE SW
411711403016	1047	LOCKSLEY DR SW	411711452021	2627	NEWSTEAD AVE SW
411711403017	1041	LOCKSLEY DR SW	411711452022	2633	NEWSTEAD AVE SW
411711403018	1035	LOCKSLEY DR SW	411711452023	2639	NEWSTEAD AVE SW
411711403019	1029	LOCKSLEY DR SW	411711452024	2645	NEWSTEAD AVE SW
411711403020	1025	LOCKSLEY DR SW	411711452025	2651	NEWSTEAD AVE SW
411711403021	1021	LOCKSLEY DR SW	411711452026	2657	NEWSTEAD AVE SW
411711403022	1013	LOCKSLEY DR SW	411711452027	2663	NEWSTEAD AVE SW
411711403023	2531	ROGERS LANE AVE SW	411711452028	2703	NEWSTEAD AVE SW
411711404001	1050	LOCKSLEY DR SW	411711452029	2709	NEWSTEAD AVE SW
411711404002	1040	LOCKSLEY DR SW	411711452030	2715	NEWSTEAD AVE SW
411711404003	1030	LOCKSLEY DR SW	411711452031	2721	NEWSTEAD AVE SW
411711404004	1020	LOCKSLEY DR SW	411711452032	2729	NEWSTEAD AVE SW
411711404007	2562	NEWSTEAD AVE SW	411711452033	2733	NEWSTEAD AVE SW
411711404008	1029	26TH ST SW	411711452034	2737	NEWSTEAD AVE SW
411711404009	1021	26TH ST SW	411711453002	2632	NEWSTEAD AVE SW
411711451001	2626	DE HOOP AVE SW	411711453003	2638	NEWSTEAD AVE SW
411711451002	1152	LOCKSLEY DR SW	411711453004	2644	NEWSTEAD AVE SW
411711451003	1146	LOCKSLEY DR SW	411711453005	2650	NEWSTEAD AVE SW
411711451004	1142	LOCKSLEY DR SW	411711453006	2656	NEWSTEAD AVE SW
411711451005	1134	LOCKSLEY DR SW	411711453007	2662	NEWSTEAD AVE SW
411711451009	2611	DONCASTER AVE SW	411711453008	2702	NEWSTEAD AVE SW
411711451010	2621	DONCASTER AVE SW	411711453009	2708	NEWSTEAD AVE SW
411711451011	2625	DONCASTER AVE SW	411711453010	2714	NEWSTEAD AVE SW
411711451012	2637	DONCASTER AVE SW	411711453011	2720	NEWSTEAD AVE SW
411711451013	2651	DONCASTER AVE SW	411711453012	2728	NEWSTEAD AVE SW
411711451014	2673	DONCASTER AVE SW	411711453013	2732	NEWSTEAD AVE SW
411711451015	2705	DONCASTER AVE SW	411711453014	2736	NEWSTEAD AVE SW
411711451016	2707	DONCASTER AVE SW	411711453026	2627	JENKINS AVE SW
411711451017	2715	DONCASTER AVE SW	411711453036	1022	26TH ST SW
411711451018	2723	DONCASTER AVE SW	411711476001	1010	26TH ST SW
411711451027	1155	28TH ST SW	411711476002	1006	26TH ST SW
411711452001	1116	LOCKSLEY DR SW	411711476034	2624	JENKINS AVE SW
411711452002	1106	LOCKSLEY DR SW	411722103031	3858	WYOMING AVE SW
411711452003	2561	NEWSTEAD AVE SW	411722103032	3864	WYOMING AVE SW
411711452004	2610	DONCASTER AVE SW	411722103033	3904	WYOMING AVE SW
411711452005	2616	DONCASTER AVE SW	411722103034	3910	WYOMING AVE SW
411711452006	2624	DONCASTER AVE SW	411722103035	3916	WYOMING AVE SW

411722103036	3922	WYOMING AVE SW	411722127063	3907	PERRY AVE SW
411722103037	3928	WYOMING AVE SW	411722127064	3915	PERRY AVE SW
411722103038	3934	WYOMING AVE SW	411722127065	3923	PERRY AVE SW
411722103039	3940	WYOMING AVE SW	411722127066	3927	PERRY AVE SW
411722103040	3946	WYOMING AVE SW	411722127067	3935	PERRY AVE SW
411722103067	3855	COLLINGWOOD AVE SW	411722127068	3941	PERRY AVE SW
411722103068	3863	COLLINGWOOD AVE SW	411722127069	3947	PERRY AVE SW
411722103069	3903	COLLINGWOOD AVE SW	411722129019	3852	PERRY AVE SW
411722103070	3911	COLLINGWOOD AVE SW	411722129020	3860	PERRY AVE SW
411722103071	3919	COLLINGWOOD AVE SW	411722129021	3902	PERRY AVE SW
411722103074	3939	COLLINGWOOD AVE SW	411722129022	3914	PERRY AVE SW
411722103075	2229	LA CROSSE ST SW	411722129023	3922	PERRY AVE SW
411722103076	3945	COLLINGWOOD AVE SW	411722129045	3875	MALLORY AVE SW
411722103077	3925	COLLINGWOOD AVE SW	411722129046	3883	MALLORY AVE SW
411722103078	3931	COLLINGWOOD AVE SW	411722129047	3891	MALLORY AVE SW
411722104027	3852	COLLINGWOOD AVE SW	411722129048	3899	MALLORY AVE SW
411722104028	3860	COLLINGWOOD AVE SW	411722129050	3927	MALLORY AVE SW
411722104029	3900	COLLINGWOOD AVE SW	411722129053	3901	MALLORY AVE SW
411722104030	3908	COLLINGWOOD AVE SW	411722129054	3905	MALLORY AVE SW
411722104031	3916	COLLINGWOOD AVE SW	411722129058	3940	PERRY AVE SW
411722104032	3922	COLLINGWOOD AVE SW	411722129059	2111	LA CROSSE ST SW
411722104033	3930	COLLINGWOOD AVE SW	411722129060	2105	LA CROSSE ST SW
411722104034	3938	COLLINGWOOD AVE SW	411722129061	3943	MALLORY AVE SW
411722104035	3944	COLLINGWOOD AVE SW	411722129062	2093	LA CROSSE ST SW
411722104036	2203	LA CROSSE ST SW	411722129063	2081	LA CROSSE ST SW
411722126029	3853	HAZELWOOD AVE SW	411722130020	3880	MALLORY AVE SW
411722126030	3859	HAZELWOOD AVE SW	411722130021	3890	MALLORY AVE SW
411722126031	3901	HAZELWOOD AVE SW	411722130022	3904	MALLORY AVE SW
411722126032	3907	HAZELWOOD AVE SW	411722130023	3912	MALLORY AVE SW
411722126033	3913	HAZELWOOD AVE SW	411722130024	3922	MALLORY AVE SW
411722126034	3919	HAZELWOOD AVE SW	411722130025	3930	MALLORY AVE SW
411722126035	3925	HAZELWOOD AVE SW	411722130026	3934	MALLORY AVE SW
411722126036	3931	HAZELWOOD AVE SW	411722130027	3942	MALLORY AVE SW
411722126037	3937	HAZELWOOD AVE SW	411722130028	3948	MALLORY AVE SW
411722126038	3943	HAZELWOOD AVE SW	411722130046	3851	BOONE AVE SW
411722126039	2155	LA CROSSE ST SW	411722130047	3857	BOONE AVE SW
411722127030	3852	HAZELWOOD AVE SW	411722130048	3863	BOONE AVE SW
411722127031	3858	HAZELWOOD AVE SW	411722130049	3901	BOONE AVE SW
411722127032	3900	HAZELWOOD AVE SW	411722130050	3913	BOONE AVE SW
411722127033	3906	HAZELWOOD AVE SW	411722130051	3923	BOONE AVE SW
411722127034	3912	HAZELWOOD AVE SW	411722130052	3929	BOONE AVE SW
411722127035	3918	HAZELWOOD AVE SW	411722130053	3931	BOONE AVE SW
411722127036	3924	HAZELWOOD AVE SW	411722130054	3943	BOONE AVE SW
411722127037	3930	HAZELWOOD AVE SW	411722130055	3957	BOONE AVE SW
411722127038	3936	HAZELWOOD AVE SW	411722130056	3965	BOONE AVE SW
411722127039	3942	HAZELWOOD AVE SW	411722132016	3848	BOONE AVE SW
411722127040	2143	LA CROSSE ST SW	411722132017	3856	BOONE AVE SW
411722127060	3849	PERRY AVE SW	411722132018	3862	BOONE AVE SW
411722127061	3859	PERRY AVE SW	411722132019	3880	BOONE AVE SW
411722127062	3901	PERRY AVE SW	411722132020	3900	BOONE AVE SW

411722132021	3916	BOONE AVE SW	411722153017	2204	LA CROSSE ST SW
411722132022	3930	BOONE AVE SW	411722153018	2328	LA CROSSE ST SW
411722132024	2011	LA CROSSE ST SW	411722153019	2324	LA CROSSE ST SW
411722132025	2003	LA CROSSE ST SW	411722176001	2200	LA CROSSE ST SW
411722132027	1956	IOWA ST SW	411722176002	2156	LA CROSSE ST SW
411722132028	1944	IOWA ST SW	411722176003	2150	LA CROSSE ST SW
411722151028	3859	WYOMING AVE SW	411722176004	2142	LA CROSSE ST SW
411722151029	3865	WYOMING AVE SW	411722176005	2138	LA CROSSE ST SW
411722151030	3905	WYOMING AVE SW	411722176006	2118	LA CROSSE ST SW
411722151031	3911	WYOMING AVE SW	411722176007	2112	LA CROSSE ST SW
411722151032	3917	WYOMING AVE SW	411722176008	2106	LA CROSSE ST SW
411722151033	3923	WYOMING AVE SW	411722176009	2064	LA CROSSE ST SW
411722151034	3929	WYOMING AVE SW	411722176010	2056	LA CROSSE ST SW
411722151035	3935	WYOMING AVE SW	411722177001	2046	LA CROSSE ST SW
411722151036	3941	WYOMING AVE SW	411722177002	2038	LA CROSSE ST SW
411722151037	2253	LA CROSSE ST SW	411722177003	2032	LA CROSSE ST SW
411722151076	3862	BYRON CENTER AVE SW	411722177004	2026	LA CROSSE ST SW
411722151078	3904	BYRON CENTER AVE SW	411722177005	2018	LA CROSSE ST SW
411722151080	3910	BYRON CENTER AVE SW	411722177006	2012	LA CROSSE ST SW
411722151088	2375	ARDEN ST SW	411722177007	2004	LA CROSSE ST SW
411722151090	3856	BYRON CENTER AVE SW	411722201031	1960	39TH ST SW
411722152001	2350	ARDEN ST SW	411722201035	1938	39TH ST SW
411722152002	3938	BYRON CENTER AVE SW	411722201036	3913	GROVELAND AVE SW
411722152005	2332	ARDEN ST SW	411722201039	3921	GROVELAND AVE SW
411722152006	2330	ARDEN ST SW	411722201040	3995	GROVELAND AVE SW
411722152009	2320	ARDEN ST SW	411722201041	4001	GROVELAND AVE SW
411722152011	2335	LA CROSSE ST SW	411722201047	1945	IOWA ST SW
411722152012	2331	LA CROSSE ST SW	411722201048	1933	IOWA ST SW
411722152013	2329	LA CROSSE ST SW	411722201049	1921	IOWA ST SW
411722152017	2317	LA CROSSE ST SW	411722201058	1922	IOWA ST SW
411722152018	2325	LA CROSSE ST SW	411722201060	1932	IOWA ST SW
411722152019	2321	LA CROSSE ST SW	411722201061	1956	39TH ST SW
411722152020	3948	BYRON CENTER AVE SW	411722201062	1950	39TH ST SW
411722152023	2314	ARDEN ST SW	411722201063	1944	39TH ST SW
411722152024	2313	LA CROSSE ST SW	411722201068	4013	GROVELAND AVE SW
411722152025	2324	ARDEN ST SW	411722201069	4015	GROVELAND AVE SW
411722153001	3958	BYRON CENTER AVE SW	411722201076	4005	GROVELAND AVE SW
411722153002	3964	BYRON CENTER AVE SW	411722201077	4011	GROVELAND AVE SW
411722153003	2334	LA CROSSE ST SW	411722301001	4000	BYRON CENTER AVE SW
411722153004	2330	LA CROSSE ST SW	411722301002	2359	FLOYD ST SW
411722153007	2320	LA CROSSE ST SW	411722301003	2349	FLOYD ST SW
411722153008	2316	LA CROSSE ST SW	411722301004	2339	FLOYD ST SW
411722153009	2312	LA CROSSE ST SW	411722301005	2331	FLOYD ST SW
411722153010	2250	LA CROSSE ST SW	411722301006	2325	FLOYD ST SW
411722153011	2248	LA CROSSE ST SW	411722301007	2319	FLOYD ST SW
411722153012	2244	LA CROSSE ST SW	411722301008	2313	FLOYD ST SW
411722153013	2238	LA CROSSE ST SW	411722301009	2307	FLOYD ST SW
411722153014	2232	LA CROSSE ST SW	411722301010	2261	FLOYD ST SW
411722153015	2224	LA CROSSE ST SW	411722301011	2253	FLOYD ST SW
411722153016	2218	LA CROSSE ST SW	411722301012	2247	FLOYD ST SW

411722301013	2241	FLOYD ST SW
411722301014	2233	FLOYD ST SW
411722301015	2225	FLOYD ST SW
411722301016	2219	FLOYD ST SW
411722301017	2211	FLOYD ST SW
411722301018	2205	FLOYD ST SW
411722301019	2159	FLOYD ST SW
411722301020	2155	FLOYD ST SW
411722301021	2147	FLOYD ST SW
411722301022	2141	FLOYD ST SW
411722301023	2133	FLOYD ST SW
411722301024	2125	FLOYD ST SW
411722301025	2119	FLOYD ST SW
411722301026	2111	FLOYD ST SW
411722301027	2103	FLOYD ST SW
411722301028	2063	FLOYD ST SW
411722301029	2055	FLOYD ST SW
411722302001	4022	BYRON CENTER AVE SW
411722302002	2350	FLOYD ST SW
411722302003	2336	FLOYD ST SW
411722302004	2328	FLOYD ST SW
411722302007	2306	FLOYD ST SW
411722302008	2264	FLOYD ST SW
411722302009	2260	FLOYD ST SW
411722302010	2252	FLOYD ST SW
411722302013	2234	FLOYD ST SW
411722302014	2224	FLOYD ST SW
411722302015	2216	FLOYD ST SW
411722302016	2206	FLOYD ST SW
411722302018	2316	FLOYD ST SW
411722302019	2248	FLOYD ST SW
411722302020	2244	FLOYD ST SW
411722326001	2041	FLOYD ST SW
411722326002	2033	FLOYD ST SW
411722326003	2025	FLOYD ST SW
411722326004	2017	FLOYD ST SW
411722326005	2011	FLOYD ST SW
411722326006	2005	FLOYD ST SW
411722327001	2200	FLOYD ST SW
411722327002	2158	FLOYD ST SW
411722327003	2154	FLOYD ST SW
411722327004	2148	FLOYD ST SW
411722327005	2144	FLOYD ST SW
411722327006	2138	FLOYD ST SW
411722327007	2128	FLOYD ST SW
411722327008	2124	FLOYD ST SW
411722327009	2116	FLOYD ST SW
411722328001	2110	FLOYD ST SW
411722328002	2052	FLOYD ST SW
411722328003	2044	FLOYD ST SW
411722328004	2038	FLOYD ST SW
411722328005	2032	FLOYD ST SW
411722328006	2024	FLOYD ST SW
411722328007	2016	FLOYD ST SW
411722328008	2012	FLOYD ST SW
411722328009	2004	FLOYD ST SW
411722376030	2051	HOLLIDAY DR SW
411722376031	2045	HOLLIDAY DR SW
411722376032	2041	HOLLIDAY DR SW
411722376033	2037	HOLLIDAY DR SW
411722376035	2033	HOLLIDAY DR SW
411722377005	2046	HOLLIDAY DR SW
411722377006	2040	HOLLIDAY DR SW
411722377007	2036	HOLLIDAY DR SW
411722377008	2032	HOLLIDAY DR SW
411722377009	2016	HOLLIDAY DR SW
411722377010	2012	HOLLIDAY DR SW
411722377011	2000	HOLLIDAY DR SW
411722377012	1988	HOLLIDAY DR SW
411722377013	4243	GREENVALE AVE SW
411722377014	4251	GREENVALE AVE SW
411722377017	2063	CANNON ST SW
411722377018	2055	CANNON ST SW
411722377019	2047	CANNON ST SW
411722377020	2041	CANNON ST SW
411722377021	2039	CANNON ST SW
411722377023	2035	CANNON ST SW
411722377024	2023	CANNON ST SW
411722377030	2052	HOLLIDAY DR SW
411722377031	2017	CANNON ST SW
411722377032	1999	CANNON ST SW
411722379019	4239	TROJAN DR SW
411722379020	4249	TROJAN DR SW
411722379021	4261	TROJAN DR SW
411722379022	4271	TROJAN DR SW
411722379023	4287	TROJAN DR SW
411722379024	4295	TROJAN DR SW
411722379028	2064	CANNON ST SW
411722379029	2056	CANNON ST SW
411722380004	2026	CANNON ST SW
411722380005	2020	CANNON ST SW
411722380006	2014	CANNON ST SW
411722380007	2002	CANNON ST SW
411722380008	1986	CANNON ST SW
411722380010	2034	CANNON ST SW
411722380011	4244	TROJAN DR SW
411722380012	4264	TROJAN DR SW
411722380015	4300	TROJAN DR SW
411722380019	4282	TROJAN DR SW
411722380020	4290	TROJAN DR SW

411722401001	1955	FLOYD ST SW
411722401002	1947	FLOYD ST SW
411722401003	1933	FLOYD ST SW
411722402001	1960	FLOYD ST SW
411722402002	1954	FLOYD ST SW
411722402005	1942	FLOYD ST SW
411722402008	4045	GROVELAND AVE SW
411722403009	1857	HOLLIDAY DR SW
411722404002	2009	HOLLIDAY DR SW
411722404003	1997	HOLLIDAY DR SW
411722404004	1985	HOLLIDAY DR SW
411722451002	1926	HOLLIDAY DR SW
411722451003	1912	HOLLIDAY DR SW
411722451004	1888	HOLLIDAY DR SW
411722451005	1878	HOLLIDAY DR SW
411722451015	4256	GREENVALE AVE SW
411722451016	4262	GREENVALE AVE SW
411722451017	1961	CANNON ST SW
411722451028	1948	HOLLIDAY DR SW
411722451029	4244	GREENVALE AVE SW
411722451030	1864	HOLLIDAY DR SW
411722451032	1852	HOLLIDAY DR SW
411722451033	1846	HOLLIDAY DR SW
411722451035	1838	HOLLIDAY DR SW
411722451036	1826	HOLLIDAY DR SW
411722451037	1951	CANNON ST SW
411722451038	1943	CANNON ST SW
411722451039	1931	CANNON ST SW
411722451040	1921	CANNON ST SW
411722451041	1913	CANNON ST SW
411722451043	1905	CANNON ST SW
411722451044	1893	CANNON ST SW
411722451045	1881	CANNON ST SW
411722451047	1820	HOLLIDAY DR SW
411722451048	1824	HOLLIDAY DR SW
411722451049	1822	HOLLIDAY DR SW
411722452002	1974	CANNON ST SW
411722452003	1962	CANNON ST SW
411722452004	1952	CANNON ST SW
411722452007	1922	CANNON ST SW
411722452008	1914	CANNON ST SW
411722452010	1906	CANNON ST SW
411722452011	1894	CANNON ST SW
411722452012	1882	CANNON ST SW
411722452015	1944	CANNON ST SW
411722452016	1932	CANNON ST SW
411722456002	1816	HOLLIDAY DR SW
411722456003	1814	HOLLIDAY DR SW
411722456004	1812	HOLLIDAY DR SW
411722456005	1808	HOLLIDAY DR SW
411722456006	1804	HOLLIDAY DR SW
411722456007	1801	HOLLIDAY DR SW
411722456013	1817	HOLLIDAY DR SW
411722456014	1819	HOLLIDAY DR SW
411722456015	1821	HOLLIDAY DR SW
411722456017	1818	HOLLIDAY DR SW
411722456020	1805	HOLLIDAY DR SW
411722456021	1803	HOLLIDAY DR SW
411723303014	4122	BURLINGAME AVE SW
411723303019	1489	EMMA CT SW
411723303021	4173	EMMA AVE SW
411723303022	4190	EMMA AVE SW
411723303025	4137	EMMA AVE SW
411723303026	4149	EMMA AVE SW
411723303027	4161	EMMA AVE SW
411723303028	4185	EMMA AVE SW
411723303029	4197	EMMA AVE SW
411723303030	4166	EMMA AVE SW
411723303031	1500	EMMA CT SW
411723303032	1488	EMMA CT SW
411723303037	1501	EMMA CT SW
411723303038	1513	EMMA CT SW
411723303047	1411	42ND ST SW
411723351002	1565	MAPLELAWN ST SW
411723351003	1543	MAPLELAWN ST SW
411723351004	1531	MAPLELAWN ST SW
411723351005	1521	MAPLELAWN ST SW
411723351006	1511	MAPLELAWN ST SW
411723351007	1501	MAPLELAWN ST SW
411723351008	1487	MAPLELAWN ST SW
411723351009	1477	MAPLELAWN ST SW
411723351010	1465	MAPLELAWN ST SW
411723351011	1455	MAPLELAWN ST SW
411723351012	1445	MAPLELAWN ST SW
411723351013	1435	MAPLELAWN ST SW
411723351015	4200	BURLINGAME AVE SW
411723351016	4210	BURLINGAME AVE SW
411723351017	1589	MAPLELAWN ST SW
411723351018	1577	MAPLELAWN ST SW
411723352001	1557	SOUTHLAWN DR SW
411723352002	1500	MAPLELAWN ST SW
411723352003	1490	MAPLELAWN ST SW
411723352004	1480	MAPLELAWN ST SW
411723352005	1472	MAPLELAWN ST SW
411723352006	1462	MAPLELAWN ST SW
411723352007	1452	MAPLELAWN ST SW
411723352008	1444	MAPLELAWN ST SW
411723352009	1434	MAPLELAWN ST SW
411723352010	1541	SOUTHLAWN DR SW
411723352011	1501	SOUTHLAWN DR SW

411723352012	1491	SOUTHLAWN DR SW
411723352013	1481	SOUTHLAWN DR SW
411723352014	1473	SOUTHLAWN DR SW
411723352015	1463	SOUTHLAWN DR SW
411723352016	1453	SOUTHLAWN DR SW
411723352017	1445	SOUTHLAWN DR SW
411723352018	1435	SOUTHLAWN DR SW
411723353001	4210	HAVANA AVE SW
411723353002	4220	HAVANA AVE SW
411723353003	4230	HAVANA AVE SW
411723353004	4240	HAVANA AVE SW
411723353005	4250	HAVANA AVE SW
411723353006	4258	HAVANA AVE SW
411723353007	4268	HAVANA AVE SW
411723353010	4296	HAVANA AVE SW
411723353011	4276	HAVANA AVE SW
411723353012	4286	HAVANA AVE SW
411723354003	1560	MAPLELAWN ST SW
411723354006	1538	MAPLELAWN ST SW
411723354007	1544	SOUTHLAWN DR SW
411723354008	1534	SOUTHLAWN DR SW
411723354009	1524	SOUTHLAWN DR SW
411723354010	1516	SOUTHLAWN DR SW
411723354011	1510	SOUTHLAWN DR SW
411723354012	1500	SOUTHLAWN DR SW
411723354013	1490	SOUTHLAWN DR SW
411723354014	1480	SOUTHLAWN DR SW
411723354015	1472	SOUTHLAWN DR SW
411723354016	1462	SOUTHLAWN DR SW
411723354017	1452	SOUTHLAWN DR SW
411723354018	1444	SOUTHLAWN DR SW
411723354019	1434	SOUTHLAWN DR SW
411723354034	1580	MAPLELAWN ST SW
411723354039	1590	MAPLELAWN ST SW
411723354040	4250	BURLINGAME AVE SW
411723354041	1570	MAPLELAWN ST SW
411723354042	4262	BURLINGAME AVE SW
411723354043	4280	BURLINGAME AVE SW
411725404001	224	HOLLY ST SW
411725404002	220	HOLLY ST SW
411725404003	4900	HAUGHEY AVE SW
411725404004	4910	HAUGHEY AVE SW
411725404005	4914	HAUGHEY AVE SW
411725404006	4918	HAUGHEY AVE SW
411725404007	4924	HAUGHEY AVE SW
411725404008	4930	HAUGHEY AVE SW
411725404009	4938	HAUGHEY AVE SW
411725404010	4944	HAUGHEY AVE SW
411725404012	210	HOLLY ST SW
411725404013	4843	BUCHANAN AVE SW
411725404014	4847	BUCHANAN AVE SW
411725404015	4851	BUCHANAN AVE SW
411725404016	4861	BUCHANAN AVE SW
411725404017	4901	BUCHANAN AVE SW
411725404018	4903	BUCHANAN AVE SW
411725404019	4911	BUCHANAN AVE SW
411725404020	4919	BUCHANAN AVE SW
411725404021	4925	BUCHANAN AVE SW
411725404022	4929	BUCHANAN AVE SW
411725404023	4933	BUCHANAN AVE SW
411725404024	4937	BUCHANAN AVE SW
411725404025	4939	BUCHANAN AVE SW
411725404026	4949	BUCHANAN AVE SW
411725404027	4951	BUCHANAN AVE SW
411725404030	4962	HAUGHEY AVE SW
411725404031	221	50TH ST SW
411725430001	4842	BUCHANAN AVE SW
411725430004	4858	BUCHANAN AVE SW
411725430005	4862	BUCHANAN AVE SW
411725430006	4900	BUCHANAN AVE SW
411725430007	4906	BUCHANAN AVE SW
411725430008	4912	BUCHANAN AVE SW
411725430009	4926	BUCHANAN AVE SW
411725430010	4928	BUCHANAN AVE SW
411725430011	4932	BUCHANAN AVE SW
411725430012	4938	BUCHANAN AVE SW
411725430013	4940	BUCHANAN AVE SW
411725430014	4948	BUCHANAN AVE SW
411725430015	4952	BUCHANAN AVE SW
411725430016	4845	WALTON AVE SW
411725430019	4857	WALTON AVE SW
411725430020	4861	WALTON AVE SW
411725430021	4901	WALTON AVE SW
411725430022	4905	WALTON AVE SW
411725430023	4911	WALTON AVE SW
411725430024	4919	WALTON AVE SW
411725430025	4921	WALTON AVE SW
411725430026	4937	WALTON AVE SW
411725430027	4939	WALTON AVE SW
411725430028	4947	WALTON AVE SW
411725430029	4951	WALTON AVE SW
411725430030	4955	WALTON AVE SW
411725430031	4850	BUCHANAN AVE SW
411725430032	4853	WALTON AVE SW
411725431001	4844	WALTON AVE SW
411725431002	4848	WALTON AVE SW
411725431003	4854	WALTON AVE SW
411725431004	4858	WALTON AVE SW
411725431005	4862	WALTON AVE SW
411725431006	4900	WALTON AVE SW

411725431007	4904	WALTON AVE SW
411725431008	4910	WALTON AVE SW
411725431009	4920	WALTON AVE SW
411725431010	4928	WALTON AVE SW
411725431011	4936	WALTON AVE SW
411725431012	4938	WALTON AVE SW
411725431013	4942	WALTON AVE SW
411725431014	4948	WALTON AVE SW
411725431015	4952	WALTON AVE SW
411726153003	1542	SENTINAL ST SW
411726154003	4675	GRENADIER DR SW
411726154004	4687	GRENADIER DR SW
411726154005	4693	GRENADIER DR SW
411726154008	4725	GRENADIER DR SW
411726154009	4737	GRENADIER DR SW
411726154010	4749	GRENADIER DR SW
411726154013	4635	GRENADIER DR SW
411726154017	4701	GRENADIER DR SW
411726154018	4713	GRENADIER DR SW
411726154019	4664	HAVANA AVE SW
411726154022	4738	CRANWOOD AVE SW
411726154023	4726	CRANWOOD AVE SW
411726154024	4714	CRANWOOD AVE SW
411726154025	4702	CRANWOOD AVE SW
411726154026	4694	CRANWOOD AVE SW
411726154027	4682	CRANWOOD AVE SW
411726154028	4670	CRANWOOD AVE SW
411726154030	4746	CRANWOOD AVE SW
411726154031	4754	CRANWOOD AVE SW
411726155001	4786	CRANWOOD AVE SW
411726155002	4771	GRENADIER DR SW
411726155005	4787	GRENADIER DR SW
411726156003	4688	GRENADIER DR SW
411726156004	4704	GRENADIER DR SW
411726156005	4712	GRENADIER DR SW
411726156006	4724	GRENADIER DR SW
411726156007	4736	GRENADIER DR SW
411726156008	4748	GRENADIER DR SW
411726156011	4776	GRENADIER DR SW
411726156012	4622	GRENADIER DR SW
411726156013	4665	HAVANA AVE SW
411726156014	4677	HAVANA AVE SW
411726156015	4699	HAVANA AVE SW
411726156016	4725	HAVANA AVE SW
411726156020	4765	HAVANA AVE SW
411726156021	4779	HAVANA AVE SW
411726156023	4749	HAVANA AVE SW
411726156024	4646	GRENADIER DR SW
411726156025	4664	GRENADIER DR SW
411726156026	4752	GRENADIER DR SW
411726156027	4764	GRENADIER DR SW
411726156028	4731	HAVANA AVE SW
411726156029	4737	HAVANA AVE SW
411726156030	4795	HAVANA AVE SW
411726156031	4801	HAVANA AVE SW
411726156032	4788	GRENADIER DR SW
411726157002	4682	HAVANA AVE SW
411726157003	4706	HAVANA AVE SW
411726157004	4728	HAVANA AVE SW
411726157005	4734	HAVANA AVE SW
411726157006	4746	HAVANA AVE SW
411726157011	4678	HAVANA AVE SW
411726157012	4786	HAVANA AVE SW
411726157013	4798	HAVANA AVE SW
411726157014	4806	HAVANA AVE SW
411726301008	4801	GRENADIER DR SW
411726301009	4813	GRENADIER DR SW
411726301010	4825	GRENADIER DR SW
411726301011	4837	GRENADIER DR SW
411726301012	4849	GRENADIER DR SW
411726301013	4855	GRENADIER DR SW
411726301014	4867	GRENADIER DR SW
411726301015	4879	GRENADIER DR SW
411726301016	4883	GRENADIER DR SW
411726301017	4897	GRENADIER DR SW
411726301018	1549	TRENTWOOD ST SW
411726301022	4801	CRANWOOD AVE SW
411726301023	4813	CRANWOOD AVE SW
411726301024	4825	CRANWOOD AVE SW
411726301025	4837	CRANWOOD AVE SW
411726301026	4849	CRANWOOD AVE SW
411726301028	4798	CRANWOOD AVE SW
411726301029	4802	CRANWOOD AVE SW
411726301030	4814	CRANWOOD AVE SW
411726301031	4826	CRANWOOD AVE SW
411726301032	4838	CRANWOOD AVE SW
411726301033	4850	CRANWOOD AVE SW
411726304008	4834	HAVANA AVE SW
411726304009	4846	HAVANA AVE SW
411726304010	4858	HAVANA AVE SW
411726304011	4870	HAVANA AVE SW
411726304012	4882	HAVANA AVE SW
411726304013	4894	HAVANA AVE SW
411726304018	4818	HAVANA AVE SW
411726304019	4822	HAVANA AVE SW
411726304020	4906	HAVANA AVE SW
411726304022	4928	HAVANA AVE SW
411726305001	4813	HAVANA AVE SW
411726305002	4825	HAVANA AVE SW
411726305003	4837	HAVANA AVE SW

411726305004	4845	HAVANA AVE SW
411726305005	4857	HAVANA AVE SW
411726305006	4869	HAVANA AVE SW
411726305007	4881	HAVANA AVE SW
411726305008	4893	HAVANA AVE SW
411726305009	4905	HAVANA AVE SW
411726305010	4911	HAVANA AVE SW
411726305011	4800	GRENADIER DR SW
411726305012	4812	GRENADIER DR SW
411726305013	4824	GRENADIER DR SW
411726305014	4836	GRENADIER DR SW
411726305015	4848	GRENADIER DR SW
411726305016	1465	GRENADIER CT SW
411726305017	1453	GRENADIER CT SW
411726305018	1441	GRENADIER CT SW
411726305019	1440	GRENADIER CT SW
411726305020	1452	GRENADIER CT SW
411726305021	1464	GRENADIER CT SW
411726305022	4876	GRENADIER DR SW
411726305023	4882	GRENADIER DR SW
411726305024	1501	TRENTWOOD ST SW
411726305025	1497	TRENTWOOD ST SW
411726305026	1485	TRENTWOOD ST SW
411726305027	1473	TRENTWOOD ST SW
411726305028	1461	TRENTWOOD ST SW
411726401001	4807	CLYDE PARK AVE SW
411728476001	5050	GOLFTON CT SW
411728476002	5038	GOLFTON CT SW
411728476003	5026	GOLFTON CT SW
411728476004	5020	GOLFTON CT SW
411728476005	5011	GOLFTON CT SW
411728476006	5027	GOLFTON CT SW
411728476007	5039	GOLFTON CT SW
411728476008	2435	GOLFTON DR SW
411728476009	2447	GOLFTON DR SW
411728476010	2459	GOLFTON DR SW
411728476011	2489	GOLFBURY DR SW
411728476012	5048	GOLFBURY CT SW
411728476013	5036	GOLFBURY CT SW
411728476014	5024	GOLFBURY CT SW
411728476015	5012	GOLFBURY CT SW
411728476016	5000	GOLFBURY CT SW
411728476017	5023	GOLFBURY CT SW
411728476019	2519	GOLFBURY DR SW
411728476020	2531	GOLFBURY DR SW
411728476021	2543	GOLFBURY DR SW
411728476022	2555	GOLFBURY DR SW
411728476023	2567	GOLFBURY DR SW
411728476024	2579	GOLFBURY DR SW
411728476025	2591	GOLFBURY DR SW
411728477001	2516	GOLFBURY DR SW
411728477002	2510	GOLFBURY DR SW
411728477003	2498	GOLFBURY DR SW
411728477004	2486	GOLFBURY DR SW
411728477005	2495	GOLFTON DR SW
411728477006	2584	GOLFBURY DR SW
411728477007	2572	GOLFBURY DR SW
411728477008	2554	GOLFBURY DR SW
411728477009	2542	GOLFBURY DR SW
411728477010	2524	GOLFBURY DR SW
411728477011	2583	DANTON DR SW
411728477012	2565	DANTON DR SW
411728477013	2547	DANTON DR SW
411728477014	2523	DANTON DR SW
411728477015	2511	DANTON DR SW
411728477016	2505	DANTON DR SW
411728478001	2478	GOLFBURY DR SW
411728478002	2466	GOLFBURY DR SW
411728478003	2454	GOLFBURY DR SW
411728478004	2442	GOLFBURY DR SW
411728478005	2430	GOLFBURY DR SW
411728478006	2418	GOLFBURY DR SW
411728478007	2406	GOLFBURY DR SW
411728478008	2411	GOLFBURY DR SW
411728478009	2423	GOLFBURY DR SW
411728478010	2435	GOLFBURY DR SW
411728478011	2453	GOLFBURY DR SW
411728478012	2471	GOLFBURY DR SW
411728478013	2452	GOLFTON DR SW
411728478014	2440	GOLFTON DR SW
411728478015	2428	GOLFTON DR SW
411728478016	2416	GOLFTON DR SW
411728478017	2481	DANTON DR SW
411728478018	2463	DANTON DR SW
411728478019	2511	BOWENTON PLACE SW
411728478020	2499	BOWENTON PLACE SW
411728478021	2487	BOWENTON PLACE SW
411728478022	2475	BOWENTON PLACE SW
411728478023	2463	BOWENTON PLACE SW
411728478025	2468	BOWENTON PLACE SW
411728478026	2476	BOWENTON PLACE SW
411728478027	2488	BOWENTON PLACE SW
411728478028	2500	BOWENTON PLACE SW
411728478029	2512	BOWENTON PLACE SW
411728480009	2585	52ND ST SW
411728480014	2595	52ND ST SW
411728481001	2486	DANTON DR SW
411728481002	2474	DANTON DR SW
411728481003	2535	BOWENTON PLACE SW
411728481004	2564	DANTON DR SW

411728481005	2538	DANTON DR SW
411728481006	5121	DANTON CT SW
411728481007	5139	DANTON CT SW
411728481008	5134	DANTON CT SW
411728481009	5122	DANTON CT SW
411728481010	2498	DANTON DR SW
411728481011	2591	BOWENTON PLACE SW
411728481012	2583	BOWENTON PLACE SW
411728481013	2571	BOWENTON PLACE SW
411728481014	2559	BOWENTON PLACE SW
411728481015	2547	BOWENTON PLACE SW
411728482001	2432	DANTON DR SW
411728482002	2548	BOWENTON PLACE SW
411728482003	2560	BOWENTON PLACE SW
411731175001	5589	ALBRIGHT AVE SW

CITY OF WYOMING

City Clerk | 1155 28th St. SW, Wyoming, MI 49509
616.530.7296 | Fax 616.530.7200 | wyomingmi.gov

March 6, 2025

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

Dear Property owner/occupant:

Introduction: The Wyoming City Council will hold a public hearing to consider whether to proceed with aerial spraying of a biological insecticide to control spongy moths in areas identified through a fall survey by an expert consultant and whether the city should charge owners of benefitted property for the cost of that project. Your property is within the proposed project area. If the City Council approves, the estimated cost of the project is $30.00 per residential lot (one-half acre or less). This amount would be added on the 2025 summer property tax bill.

Legal Notice: Consistent with the City's past practice, the City Council has tentatively determined to defray all costs of a project consisting of an aerial insecticide application for spongy moth suppression against the parcels in special assessment district 25-821. Therefore, as required by applicable law, the City Council caused the City Manager to prepare plans, specifications, estimated costs of and recommendations related to this project that are on file for public examination in the City Clerk's Office.

At its meeting on Monday, March 17, 2025, at 7:00 p.m., the City Council will hold a public hearing to take public comments from interested persons affected by this proposed project. This meeting will take place in the Council Chambers in City Hall, 1155 28th Street SW, Wyoming, Michigan. A map on the reverse side of this letter shows the areas included in the proposed special assessment district and a list of affected properties is on the City's website at www.wyomingmi.gov, or by calling (616)530-7296 or emailing clerk_info@wyomingmi.gov.

Those wishing to comment on this proposed spongy moth suppression project may send written comments to clerk_info@wyomingmi.gov or to City Hall by first class mail or in person at the meeting.

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

Sincerely,

Kelli A. VandenBerg

Kelli A. VandenBerg, City Clerk

03/03/2025
Clerk/KV

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE NECESSITY OF AND SPECIALLY ASSESSING THE COSTS FOR A SPONGY MOTH SUPPRESSION PROJECT, SPECIAL ASSESSMENT ROLL 25-822

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the plans and specifications, cost estimate and report for the 2025 spongy moth suppression project, shall remain on file in the Office of the City Clerk, and shall be available for public examination.
2. That all the costs of that public improvement be specially assessed against parcels specially benefitted from that project as depicted within the drawing attached as Exhibit A and listed by tax parcel numbers and addresses on Exhibit B that together comprise the proposed special assessment district 25-822.
3. The City Council will hold a public hearing during its regular meeting of Monday, **March 17, 2025, at 7:02 p.m.**, to hear from all persons affected by or interested in the proposed 2025 spongy moth suppression project or who own or occupy property in the proposed special assessment district.
4. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
    a. Published once in the *Grand Rapids Press*, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
    b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten 10 days before the time of the hearing.
5. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

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

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 3, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Exhibit A – Aerial Spray Map
Exhibit B – List of Parcels in Proposed Special Assessment District
Exhibit C – Form of Notice of Public Hearing (1st Letter)

City of Wyoming
Spongy Moth Report Map 2025

Wyom01
Wyom02
Wyom03
Wyom04
Wyom05
Wyom06
Wyom07
Wyom08
Wyom09
Wyom10

0 0.45 0.9 1.35 1.8 Miles

Aquatic Consulting Services 2024

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

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 25-822

411711404012	2545	ROGERS LANE AVE SW
411711451021	2640	DE HOOP AVE SW
411711453035	1040	26TH ST SW
411721451026	2663	44TH ST SW
411721451034	2675	44TH ST SW
411721451042	2557	44TH ST SW
411721451042	2557	44TH ST SW
411721451042	2557	44TH ST SW
411721451042	2557	44TH ST SW
411722151015	2327	ARDEN ST SW
411722151016	2325	ARDEN ST SW
411722151017	2323	ARDEN ST SW
411722151018	2315	ARDEN ST SW
411722151019	2311	ARDEN ST SW
411722201044	4019	GROVELAND AVE SW
411722201051	1991	LA CROSSE ST SW
411722303001	4050	BYRON CENTER AVE SW
411722403005	1925	HOLLIDAY DR SW
411722403006	1913	HOLLIDAY DR SW
411722403007	1881	HOLLIDAY DR SW
411722403008	1879	HOLLIDAY DR SW
411722404005	2021	HOLLIDAY DR SW
411722455016	1901	44TH ST SW
411722456012	1813	HOLLIDAY DR SW
411722456018	1811	HOLLIDAY DR SW
411723303023	4178	EMMA AVE SW
411723303033	1476	EMMA CT SW
411723303035	1465	EMMA CT SW
411723303036	1477	EMMA CT SW
411723303039	4125	EMMA AVE SW
411723303042	4134	BURLINGAME AVE SW
411723303043	4150	BURLINGAME AVE SW
411723303044	4166	BURLINGAME AVE SW
411723303045	4182	BURLINGAME AVE SW
411723303046	1425	42ND ST SW
411726101079	4653	GRENADIER DR SW
411726154002	4661	GRENADIER DR SW
411726154012	4647	GRENADIER DR SW
411726154014	4623	GRENADIER DR SW
411726154015	4601	GRENADIER DR SW
411726157015	4764	HAVANA AVE SW
411726301027	4861	CRANWOOD AVE SW
411726478001	5194	KAUFMAN GREENS LN SW
411728401008	5001	BYRON CENTER AVE SW
411728476018	5035	GOLFBURY CT SW
411728478024	5189	BYRON CENTER AVE SW
411731151006	5580	KENOWA AVE SW
411731151007	4725	56TH ST SW
411731151013	4689	56TH ST SW
411731301001	5610	KENOWA AVE SW
411731301002	5638	KENOWA AVE SW
411731301003	5660	KENOWA AVE SW
411731301004	4734	56TH ST SW
411731301005	4712	56TH ST SW
411731301006	4690	56TH ST SW
411731301007	4668	56TH ST SW
411731301008	4646	56TH ST SW
411731301015	4624	56TH ST SW

CITY OF WYOMING

City Clerk | 1155 28th St. SW, Wyoming, MI 49509
616.530.7296 | Fax 616.530.7200 | wyomingmi.gov

March 6, 2025

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

Dear Property owner/occupant:

Introduction: The Wyoming City Council will hold a public hearing to consider whether to proceed with aerial spraying of a biological insecticide to control spongy moths in areas identified through a fall survey by an expert consultant and whether the city should charge owners of benefitted property for the cost of that project. Your property is within the proposed project area. If the City Council approves, the estimated cost of the project is $93.00 per treated acre (for treatment areas larger than one-half acre). This amount would be added on the 2025 summer property tax bill.

Legal Notice: Consistent with the City's past practice, the City Council has tentatively determined to defray all costs of a project consisting of an aerial insecticide application for spongy moth suppression against the parcels in special assessment district 25-822. Therefore, as required by applicable law, the City Council caused the City Manager to prepare plans, specifications, estimated costs of and recommendations related to this project that are on file for public examination in the City Clerk's Office.

At its meeting on Monday, March 17, 2025, at 7:00 p.m., the City Council will hold a public hearing to take public comments from interested persons affected by this proposed project. This meeting will take place in the Council Chambers in City Hall, 1155 28th Street SW, Wyoming, Michigan. A map on the reverse side of this letter shows the areas included in the proposed special assessment district and a list of affected properties is on the City's website at www.wyomingmi.gov, or by calling (616)530-7296 or emailing clerk_info@wyomingmi.gov.

Those wishing to comment on this proposed spongy moth suppression project may send written comments to clerk_info@wyomingmi.gov or to City Hall by first class mail or in person at the meeting.

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

Sincerely,

Kelli A. VandenBerg

Kelli A. VandenBerg, City Clerk

03/3/25
Community & Econ Dev
NH:kw

RESOLUTION NO._____

A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING ON THE PROPOSED WYOMING COMMUNITY DEVELOPMENT 2025/2026 ONE YEAR ACTION PLAN

WHEREAS:

1. The City of Wyoming has applied for and obtained 49 years of Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development.
2. It is necessary to submit a One Year Action Plan application for the 50th program year covering the period of July 1, 2025, through June 30, 2026.
3. On February 27, 2025, the Wyoming Community Development Committee unanimously recommended a proposed Wyoming Community Development 2025/2026 One Year Action Plan.
4. A City Council public hearing is a requirement prior to City Council approval of the Wyoming Community Development 2025/2026 One Year Action Plan.

NOW THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of May 5, 2025, at 7:01 P.M. for a public hearing on the Wyoming Community Development 2025/2026 One Year Action Plan.

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

I certify that the foregoing Resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on March 3, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports

CITY OF WYOMING | COMMUNITY AND ECONOMIC DEVELOPMENT

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

Staff Report

Date: February 26, 2025

Subject: Set Public Hearing for the Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2025/2026

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

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community and Economic Development

Meeting Date: March 3, 2025

RECOMMENDATION

It is recommended that the City Council set a public hearing for May 5, 2025, for the Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2025/2026.

ALIGNMENT WITH STRATEGIC PLAN

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

DISCUSSION

The City of Wyoming's Community Development Citizen Participation Plan and US Housing and Urban Development (HUD) regulations require that grantees hold a public hearing noticed in a local newspaper before adopting an Annual Action Plan for its Community Development Block Grant (CDBG) program. Annual Action Plans must be submitted to HUD at least 45 days prior to the end of the program year. The City of Wyoming's program year aligns with its fiscal year and begins on July 1 of each calendar year. To comply with its own Citizen Participation Plan and HUD regulations, staff recommends that City Council set a public hearing for May 5 with consideration of the Annual Action Plan to occur at the same meeting.

ATTACHMENTS

Resolution to set a date for a public hearing on the proposed Wyoming Community Development 2025/2026 One Year Action Plan.

###

State of Michigan
Michigan Gaming Control Board
Millionaire Party Licensing
3062 W. Grand Blvd, Suite L-700
Detroit, MI 48202-6062
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(k)(ii))

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

called to order by Mayor Pro-Tem Postema on March 3, 2025 (DATE)

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

Moved by _____ and supported by _____

that the request from Lions and Rabbits Center for the Arts (NAME OF ORGANIZATION) of Wyoming (CITY),

county of Kent (COUNTY), asking that they be recognized as a nonprofit

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be

considered for Approval (APPROVAL/DISAPPROVAL).

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

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted

by the _____ (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD) at a _____ (REGULAR OR SPECIAL)

meeting held on _____ (DATE).

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

Kelli A. VandenBerg, City Clerk
PRINTED NAME AND TITLE

1155 28th St SW, Wyoming, MI 49509
ADDRESS

Organization Information: 942 Barnum St SW, Wyoming, MI 49509
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

Hannah Berry - Executive Director
ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE

(616) 570-7033
PHONE NUMBER

Schedule B
(Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or 990-PF.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2023

Name of the organization

LIONS & RABBITS CENTER FOR THE ARTS

Employer identification number

_*****

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	☒ 501(c)(3) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year ..... $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Docusign Envelope ID: C30958F7-BBC9-41F6-8D47-079393A70151

Lions & Rabbits
Center for the Arts

Bylaws

Article I: Name and Purpose

Section 1: Name

The name of the organization shall be Lions & Rabbits Center for the Arts (LRCFA).

Section 2: Purpose

LRCFA is established as a nonprofit 501(c)3 entity under the laws of the State of Michigan and is dedicated to promoting and supporting the arts and creatives wherever possible.

Lions & Rabbits fosters community development through transformative placemaking and creative workforce development. With a vision for a world where creative innovation is at the forefront of community and economic development, LRCFA focuses on programs encompassing creative workforce development, public placemaking, and community development strategies.

Article II: Board of Directors/Governance Framework

Section 1: General Powers

The business and affairs of LRCFA shall be managed by its Board of Directors (hereinafter referred to as the "Board"). The Board shall have control of and be responsible for the management of the affairs, property, and interests of LRCFA.

Section 2: Number, Tenure, and Qualifications

Number: The Board shall consist of no fewer than 5 and no more than 10 Directors including the following officers: President, Vice President, Secretary, and Treasurer.

Tenure: Directors shall serve for a term of two (2) years. Directors may serve a maximum of three consecutive terms. After a two-year hiatus, a former Director may be re-elected to the Board.

Qualifications: Directors must demonstrate a commitment to the mission of LRCFA, possess skills and/or experiences beneficial to the governance of LRCFA, and be willing to actively participate in Board activities and initiatives.

Section 3: Election of Directors

The members shall be approved and elected by a majority vote of the members present and voting. No vote on new members may take place unless a quorum of the Board is present.

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All members of the board will complete the formal nomination process. A prospective member of the board can be identified by recommendation, referral, or expressed interest at any time throughout a fiscal year's operation. The process will be as follows:

1. Expressed Interest to the Executive Committee
2. Initial meet-and-greet/review of expectations with 1-2 Board Members or Executive Director. The executive director's recommendation is required.
3. Invited to apply for board service
4. Recommendation of board service determined by ¾ of executive committee; brought to full Board at the most upcoming meeting following a fulfilled process
5. A prospective board member should not be present during the voting meeting, but rather receive an onboarding/welcome plan for the next meeting on the calendar

All board members are expected to participate in the nomination process and succession planning process for the future sustainability of the organization's governance framework.

Section 4: Resignation and Removal

Resignation: Any officer may resign such office at any time by giving written notice of such resignation to the President of the Board who shall provide a copy to the Secretary for written record. The resignation shall become effective upon the date specified in such notice or, if no date is specified, upon receipt of the notice by the President. Acceptance by the LRCFA Board of Directors shall not be necessary to render the resignation effective.

Removal: Any Director may be removed with or without cause, at any time, by a three-fourths (3/4) vote of the Board whenever, in its judgment, the best interests of LRCFA would be served. All directors must receive written notice of the proposed removal at least ten (10) days in advance of the action.

Section 5: Vacancies

The Executive Committee shall be responsible for nominating persons to fill vacancies which occur between annual meetings, including those of officers with assistance from one non-officer director in those cases. Nominations shall be sent in writing ten (10) days prior to the next meeting at which the election is scheduled. A Director elected to fill a vacancy shall serve for the unexpired term of their predecessor unless otherwise discussed.

Section 6: Compensation

Directors shall not receive any compensation for their services as Directors but may be reimbursed for reasonable expenses incurred in connection with their service. Any expenses incurred must be deemed necessary and approved by the board of directors. Federal per diem through the State.

Docusign Envelope ID: C30958F7-BBC9-41F6-8D47-079393A70151

Article III: Meetings of the Board

Section 1: Regular Meetings

Regular meetings of the Board shall be held every two months, at a time and place designated by the Executive Committee. These meetings are to be presided over by the President, or member of Executive Committee. The Executive Director should not be expected to fill in.

Section 2: Annual Meeting

The annual meeting of the Board shall be held in the last quarter of each fiscal year for the purpose of electing Directors and Officers and approving upcoming annual budgets. If the meeting does not happen in this time frame, it is the responsibility of the Board to hold the meeting as soon thereafter as is convenient.

Section 3: Special Meetings

Special meetings of the Board may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix the time and place for holding any special meetings of the Board called by them.

Section 4: Notice

Notice of any meeting of the Board shall be given at least five (5) days prior to the meeting by written notice delivered personally, mailed, or emailed to each Director at their address as shown in the records of LRCFA. It is the responsibility of Directors to ensure the organization has their most updated and preferred methods of communication.

Section 5: Quorum

A majority of the Directors (more than ½) then in office shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 6: Voting and Remote Accommodation

Each director has an equal vote. In the event of a tied vote, the pending motion will fail to pass as it will have failed to reach the required level of approval. In the event a vote for action may be deemed required of an expedient decision, the Board of Directors may vote on a motion via email or by proxy. This should require full support from the executive committee and the organization's executive director.

Section 7: Informal Action by Directors

Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed off by all of the Directors of the Board.

Docusign Envelope ID: C30958F7-BBC9-41F6-8D47-079393A70151

Article IV: Principal Officers of the Board of Directors

Section 1: Officers

The Officers of LRCFA shall be a President, Vice-President, Secretary, Treasurer, and such other Officers as may be elected by the Board. Two or more offices may be held by the same person, but such person shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or by the president or by the board to be executed, acknowledged, or verified.

Section 2: Executive Director

The Executive Director shall be Chief Executive Officer of Lions & Rabbits Center for the Arts and shall serve as an ex-officio member of the board with no vote on actions by the Board of Directors.

Section 3: Election and Term of Office

The Officers of LRCFA shall be elected annually by the Board at the annual meeting. Each Officer shall hold office for one (1) year or until their successor shall have been duly elected and shall have qualified.

Section 4: Removal

Any officer of the Board may be removed from office at any time, by a vote of three-fourths (3/4) of the Board of Directors at a meeting at which a quorum is present.

Section 5: Vacancies

The Nominating Committee shall be responsible for nominating persons to fill vacancies which occur between annual meetings, including those of officers. Nominations shall be sent in writing two (2) weeks prior to the next meeting at which the election is scheduled.

Section 6: President

The President shall preside at all meetings of the Board, shall generally supervise the business and affairs of LRCFA, and shall perform all duties in concert with the Executive Director to make sure all Board resolutions are carried out. All committee chairs are appointed and overseen by the President. With respect to board members, the Executive Director assists the President with new board member orientation, works with the Governance Board to recruit new members and periodically consults with board members on their roles.

Section 7: Vice President

In the absence of the President or in the event of the President’s inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice

Docusign Envelope ID: C30958F7-BBC9-41F6-8D47-079393A70151

President also serves on the Executive Committee and may carry out special assignments as requested by the Board President.

Section 8: Secretary

The Secretary attends all Board meetings and serves on the Executive Committee. They shall keep the minutes of the meetings of the Board, see that all notices are duly given in accordance with these bylaws, be custodian of the corporate records, and perform all duties incident to the office of Secretary and such other duties as may be assigned by the President or the Board. The Secretary may be asked to assume the duties of the President in the absence of the President and Vice President.

Section 9: Treasurer

The Board Treasurer attends all Board Meetings. They should have a knowledge of the financial accounting requirements for nonprofit organizations. The Treasurer serves as the chair of the Finance Committee and manages the Board's review of and action related to the Board's financial responsibilities. They will also work with the Executive Director to ensure appropriate financial reports are available to the Board. The Treasurer will work with the Executive Director and the Finance/Audit Committee to create and propose the annual budget to the Board. They will also coordinate and review audits, as needed.

Article V: Committees

Section 1: Committees

The Board may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in resolution, shall have and exercise the authority of the Board in the management of LRCFA, except that no such committee shall have the authority to:

- Amend, alter, or repeal these bylaws.
- Elect, appoint, or remove any member of any such committee or any Director or Officer of LRCFA.
- Amend the articles of incorporation.
- Adopt a plan of merger or adopt a plan of consolidation with another corporation.
- Authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of LRCFA.
- Authorize the voluntary dissolution of LRCFA or revoke proceedings therefore.
- Adopt a plan for the distribution of the assets of LRCFA not otherwise provided for by law or these bylaws.
- Amend, alter, or repeal any resolution of the Board which by its terms provides that it shall not be amended, altered, or repealed by such committee.

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The President of the Board of Directors shall be responsible for appointing all committee Chairs who may or may not be members of the Board of Directors.

Section 2: Standing Committees

The standing committees of the Board shall include, but not be limited to, the following:

- Executive Committee: Comprised of the President, Vice-President, Secretary, Treasurer, and the Executive Director. This committee shall have the power to act on behalf of the Board between meetings, within the scope of authority delegated by the Board.
- Finance Committee: Presided over by the Treasurer, this committee is responsible for overseeing the financial health of LRCFA, including budgeting, financial reporting, and audits. The Finance Committee is responsible for developing and reviewing fiscal procedures and the annual budget with staff and other Board members.
    - The Board must approve the budget, and all expenditures must be within budget. Any major change in the budget must be approved by the Board of Directors. The fiscal year shall begin January 1 and end December 31.
    - Annual reports shall be presented to the Board, showing income, expenditure, and pending income. Thee executive committee must first approve the budget or reports before being presented for final approval.
- Nominating & Governance Committee: This committee shall be responsible for review and maintenance of internal policies, nomination of Board of Director members, onboarding for Board personnel, review of bylaws and other policies as necessary. *At this time, this committee will be led by the Executive Committee.*
- Fundraising & Events Committee: This committee shall be responsible for development of donor base and the ongoing relationship our organization develops and maintains with our donors, which includes responsibility for planning, scheduling, and executing fundraising events for the organization. They will serve as a driving force behind the event, leading the organization in achieving predetermined goals, raising awareness, and creating memorable experiences for attendees.
- Marketing Committee: This committee shall be responsible for building and carrying out a comprehensive marketing and communications strategy that aims to help LRCFA in achieving its goals across its program areas and desired outcomes.

Section 3: Committee Meetings

Committees shall meet as needed and at the call of the committee Chair. All directors are expected to participate and attend meetings of at least one committee.

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Executive Committee meetings will be monthly with exceptions during months that hold a regular meeting of the Board of Directors. The Executive Committee may skip monthly meetings as deemed appropriate by the members of the committee.

Fundraising/Events, Marketing, and Finance committees should continue to meet periodically, as needed, to ensure the operations of the organization are maintained. Meeting agendas and minutes/action items should be sent to the Board Secretary for official keeping as meetings are held. All committee chairs will be required to report at meetings.

Article VI: Finances

Section 1. Books and Records of the organization

Books and records of the Board shall be set up according to generally accepted accounting principles to produce proper records for reports to the government and to the Board of Directors and to enable an accurate audit of the finances of the Organization.

All books and records of the Organization shall be open to the inspection of any Board member.

Section 2. Fiscal Year.

The fiscal year of the Organization shall be from January 1 to the succeeding December 31.

Section 3. Disbursements

All checks, drafts, and orders for payment of money shall be signed in the name of the Organization by such officers or agents as the Board of the Directors shall, from time to time, designate for that purpose.

Section 4. Audits.

Audits or reviews of the books and accounts of the organization shall be considered on an annual basis by the Board of Directors. Initial review and approval of results and proposed budgets by the executive committee is needed before being presented to the Board.

Section 5. Budgets

Annual budgets for the organization are set to be developed by the Treasurer of the Board and the Finance Committee and must be adopted by the Board through a ¾ vote during a meeting which has a quorum.

Any and all amendments to the budget throughout a given operating year must be presented to the Board and approved by a ¾ vote during a meeting which has a quorum.

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Article VII: Staff/Executive Director

The Board of Directors shall hire an Executive Director who shall serve at the will of the Board. The Executive Director shall have immediate and overall supervision of the operations of the Organization, and shall direct the day-to-day business of the Organization, maintain the properties of the Organization, hire, discharge, and determine the salaries and other compensation of all staff members under the Executive Director's supervision, but not including their own compensation, and perform such additional duties as may be directed by the Executive Committee or the Board of Directors. No officer, Executive Committee member or member of the Board of Directors may individually instruct the Executive Director or any other employee. The Executive Director shall make such reports at the Board and Executive Committee meetings as shall be required by the President or the Board.

The Executive Director may not be related by blood or marriage/domestic partnership within the second degree of consanguinity or affinity to any member of the Board of Directors or committee member. The Executive Director may be hired at any meeting of the Board of Directors by a majority vote and shall serve until removed by the Board of Directors upon an affirmative vote of three-quarters (3/4) of the members present at any meeting of the Board of Directors at which a quorum is present. Such removal may be with cause. An annual review of performance will be conducted for the Executive Director by the President of the board. This review will be conducted in September to be wrapped up and voted upon at the December annual meeting. The goals of the Executive Director will be determined by the approved Strategic Plan for the organization. This review process will begin with a self-evaluation by the Executive Director and then handed to the president of the board for their input and final review of performance.

Article VIII: Indemnification

Section 1. General

To the full extent authorized under the laws of the State of Michigan, the organization shall indemnify any director, officer, employee, or agent, or former member, director, officer, employee, or agent of the organization, or any person who may have served at the organization's request as a director or officer of another organization (each of the foregoing members, directors, officers, employees, agents, and persons is referred to in this Article individually as an "indemnitee"), against expenses actually and necessarily incurred by such indemnitee in connection with the defense of any action, suit, or proceeding in which that indemnitee is made a party by reason of being or having been such member, director, officer, employee, or agent, except in relation to matters as to which that indemnitee shall have been adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. The foregoing indemnification shall not be

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deemed exclusive of any other rights to which an indemnitee may be entitled under any bylaw, agreement, resolution of the Board of Directors, or otherwise.

Section 2. Expenses

Expenses (including reasonable attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the organization in advance of the final disposition of such action, suit, or proceeding, if authorized by the Board of Directors, upon receipt of an undertaking by or on behalf of the indemnitee to repay such amount if it shall ultimately be determined that such indemnitee is not entitled to be indemnified hereunder.

Section 3. Insurance

The organization may purchase and maintain insurance on behalf of any person who is or was a member, director, officer, employee, or agent against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the organization would have the power or obligation to indemnify such person against such liability under this Article.

Article X: Amendments

These bylaws may be amended, altered, or repealed and new bylaws may be adopted by a three-fourths (3/4) vote of the Directors present at any regular or special meeting, provided that at least ten (10) days' written notice is given of the intention to alter, amend, or repeal these bylaws or to adopt new bylaws at such meeting. Such a meeting must meet quorum.

Article XI: Non-Discrimination

The organization shall not discriminate on the basis of race, sex, color, religion/creed, gender, gender expression, age, national origin/ancestry, disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Certificate

These Bylaws were amended by the majority vote of the Board on 10/1/2024 and are adopted in full as the Bylaws of the LRCFA Board of Directors.

DocuSigned by:
Hannah Berry
3A83C4C354F84B5...
Executive Director

DocuSigned by:
3F4135D8FB2B49F...

President

Signed by:
DECD2ABFFFF1459...

Secretary

Tyler Crawford	Treasurer	Signed by: Tyler Crawford 8D7889C15FCA484...	10/13/2024

RESOLUTION NO. _____

RESOLUTION TO DEDICATE COURTNEY LYNN COURT, CASE DRIVE AND KINGSFIELD DRIVE LOCATED WITHIN THE CITY OF WYOMING TO BE INCLUDED IN THE MUNICIPAL STREET SYSTEM

WHEREAS:

1. The City of Wyoming has approved and accepted Courtney Lynn Court, Case Drive and Kingsfield Drive improvements.
2. It is necessary for the City of Wyoming to furnish certain information to the State of Michigan for the purpose of obtaining funds under Act 51 of 1951.
3. Said streets are located within the City of Wyoming and are under the control of the City of Wyoming Street System.

NOW, THEREFORE, BE IT RESOLVED:

1. That Courtney Lynn Court, within the Courtney Lynn plat, is located within the City of Wyoming and is under control of the City of Wyoming.
2. That Case Drive and Kingsfield Drive, within the Kingsfield Estates plat, are located within the City of Wyoming and are under control of the City of Wyoming.
3. Said streets are public streets and are for public street purposes.
4. Said streets are accepted into the City of Wyoming Local Street System and were open to the public prior to December 31, 2024.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 3, 2025

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Centerline Drawing

Resolution No. _____

CITY OF WYOMING

Engineering | 2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7254 | Fax 616.249.3487 | wyomingmi.gov

STAFF REPORT

Date: February 24, 2025

Subject: Dedication of Public Streets

From: Grant Simons, Civil Engineer

Meeting Date: March 3, 2025

RECOMMENDATION:

It is recommended the City Council accept Courtney Lynn Court, Kingsfield Drive, and the extension of Case Drive plat into the City's street system.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

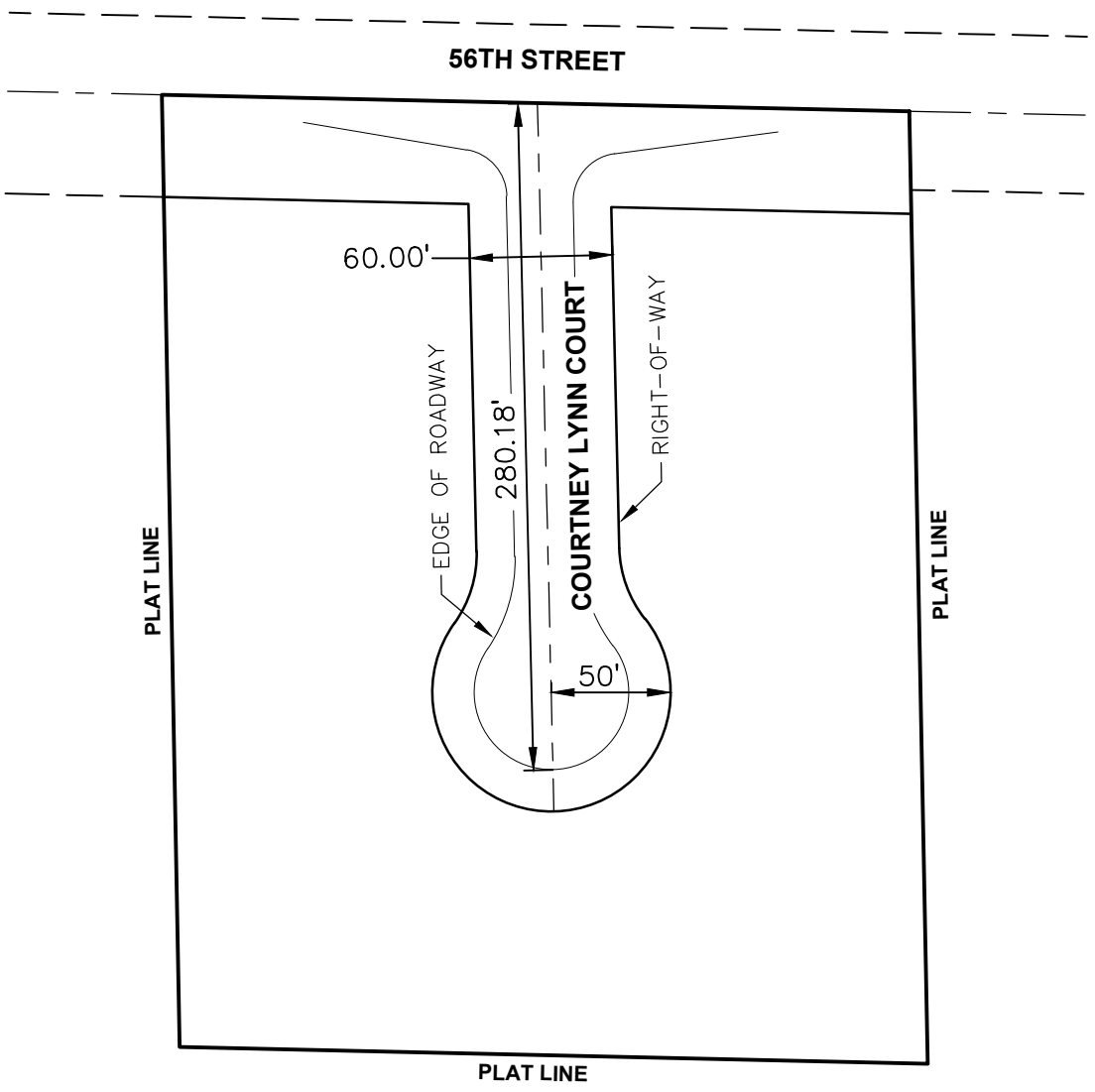
Courtney Lynn Court is located in the Courtney Lynn plat and Case Drive and Kingsfield Drive are located within the Kingsfield Estates plat. Both the Courtney Lynn and Kingsfield Estates plats are located within the City's corporate limits and have been constructed and approved by city council. Adding Courtney Lynn Court, Case Drive, and Kingsfield Drive to the City's street inventory ensures that the funding the City receives through Act 51 is determined based on an accurate record of the City's street network length.

BUDGET IMPACT:

Adding streets to the street inventory increases the amount of Act 51 funding the City is eligible to receive.

COURTNEY LYNN COURT

SCALE: 1" = 80'



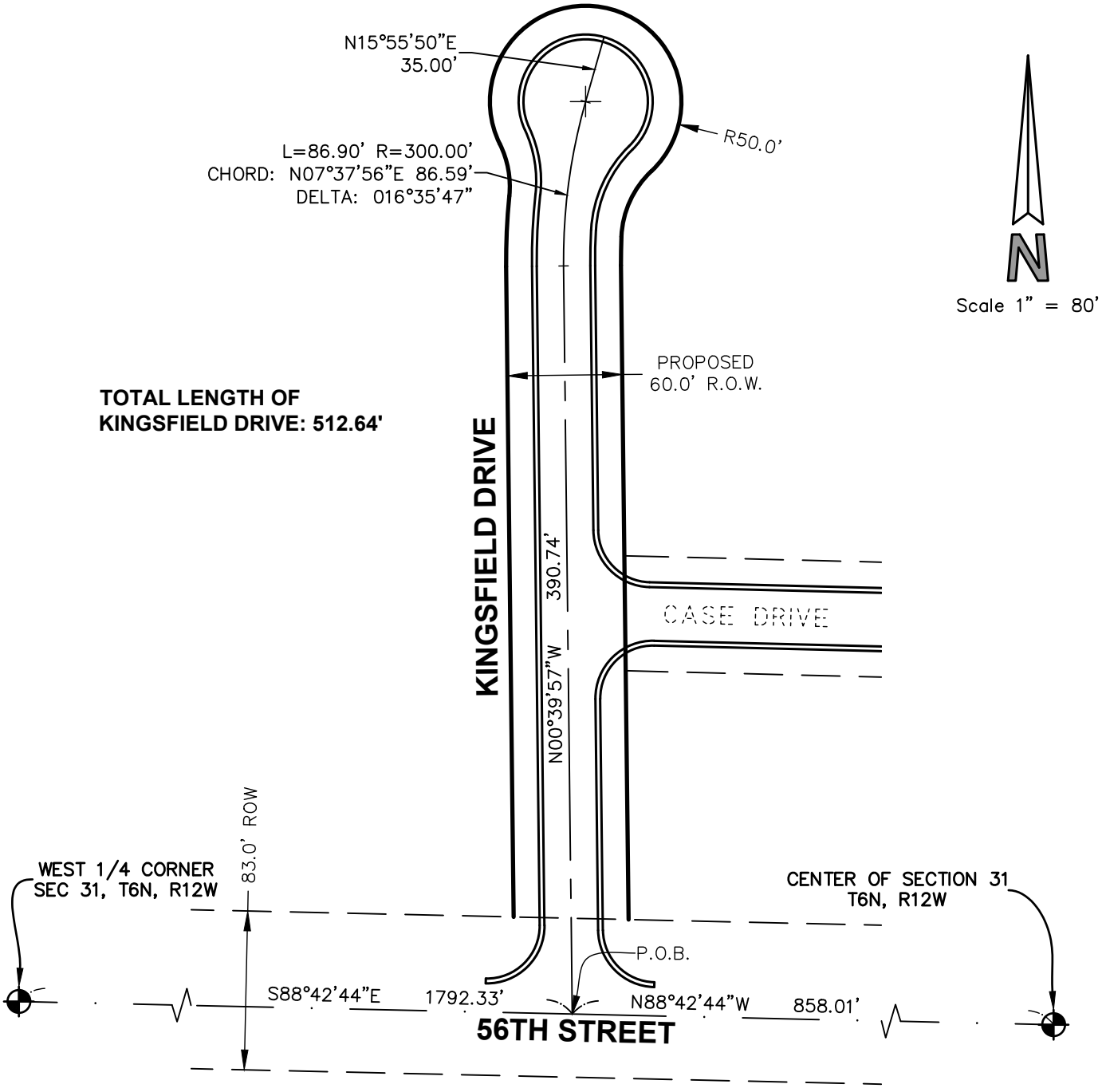
COURTNEY LYNN COURT: 280.18'

P:\220164.01 3322 56th Street Survey\CAD\DWG\220164.1_Street Mileage Inventory_Courtney Lynn Court.dwg - Courtney Lynn Court - 9/4/2024 9:33:19 AM_Greg Van Der Heide

KINGSFIELD ESTATES

CENTERLINE DESCRIPTION OF KINGSFIELD DRIVE

Part of the Northwest 1/4 of Section 31, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the West 1/4 corner of said Section; thence S88°42'44"E 1792.33 feet along the East–West 1/4 line of said Section to the Point of Beginning; thence N00°39'57"W 390.74 feet; thence Northerly 86.90 feet along a 300.00 foot radius curve to the right, the chord of which bears N07°37'56"E 86.59 feet; thence N15°55'50"E 35.00 feet to the Point of Ending.

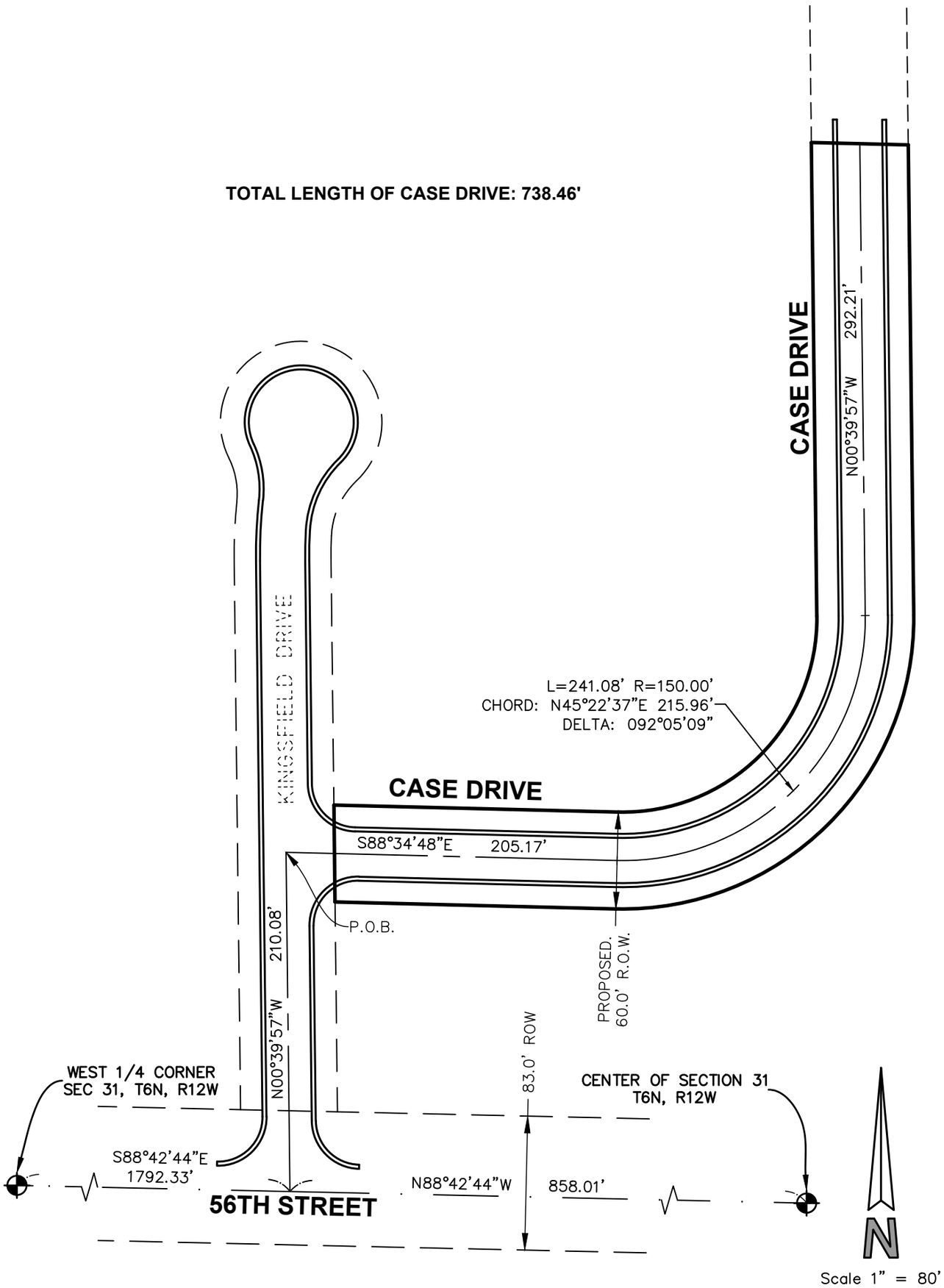


Feenstra & Associates, Inc.
CIVIL ENGINEERS & SURVEYORS
3145 Prairie St SW
Grandville, MI 49418
Phone: 616.457.7050
www.feenstrainc.com

KINGSFIELD ESTATES

CENTERLINE DESCRIPTION OF CASE DRIVE

Part of the Northwest 1/4 of Section 31, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the West 1/4 corner of said Section; thence S88°42'44"E 1792.33 feet along the East–West 1/4 line of said Section; thence N00°39'57"W 210.08 feet to the Point of Beginning; thence S88°34'48"E 205.17 feet; thence Easterly and Northerly 241.08 feet along a 150.00 foot radius curve to the left, the chord of which bears N45°22'37"E 215.96 feet; thence N00°39'57"W 292.21 feet to the Point of Ending.



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Grandville, MI 49418
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CITY COUNCIL

CITY OF WYOMING, MICHIGAN

At its regular meeting held at 7:00 p.m., local time, on Monday, March 3, 2025, in the City Council Chambers, Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan, the City Council of the City of Wyoming, Michigan

Council members present: _____

Council members absent: _____

Council member _____, supported by Council 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 of 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).
8. The WBRA Board of Directors recommended that the City Council approve the Brownfield Plan on January 27, 2025.
9. The City Council held a public hearing prior to considering the Brownfield Plan, notice of which was provided as required by Act 381 and at which all aspects of the proposed brownfield plan were

open for discussion.

10. The City Council considered all oral comments made at the public hearing and considered all written communications submitted before or during the public hearing.
11. The Brownfield Plan calls for a reimbursement agreement among the Developer, the WBRA, and the City which the WBRA Board of Directors approved in the form attached as an exhibit to the Brownfield Plan (the proposed reimbursement agreement) on January 27, 2025.
12. The Brownfield Plan calls for an agreement between the DDA and the WBRA for the transfer and use of tax increment revenues which the WBRA Board of Directors approved in the form attached as an exhibit to the Brownfield Plan (the **proposed transfer and use agreement**) on January 27, 2025 and the DDA approved on January 14, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council makes the following determinations:

A. The Brownfield Plan constitutes a public purpose under Act 381 because it provides for eligible activities on housing property as defined in Act 381 to accommodate redevelopment and reuse of the Hom Flats Phase III site.
B. The 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 Brownfield Plan is feasible and the WBRA has the ability to carry it out.
D. The proposed costs of eligible activities in the proposed plan are reasonable and necessary to carry out the purposes of Act 381 to the extent those possible eligible activities are later determined necessary or prudent to develop the site.
E. The amount of captured taxable value (and resulting tax increment revenues) estimated in the Brownfield Plan are reasonable.

2. The City Council approves the Brownfield Plan, the proposed reimbursement agreement and the DDA agreement for transfer and use of increment revenue and authorizes and directs all city officers, employees, boards and commissions, including the WBRA, to fully implement the approved plan and reimbursement agreement in accordance with Act 381 and their respective terms.

3. 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 City Council of the City of Wyoming, Michigan at a meeting held on March 3, 2025.

Date: _____, 2025

_____
Kelli A. VandenBerg, City Council

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

###

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.

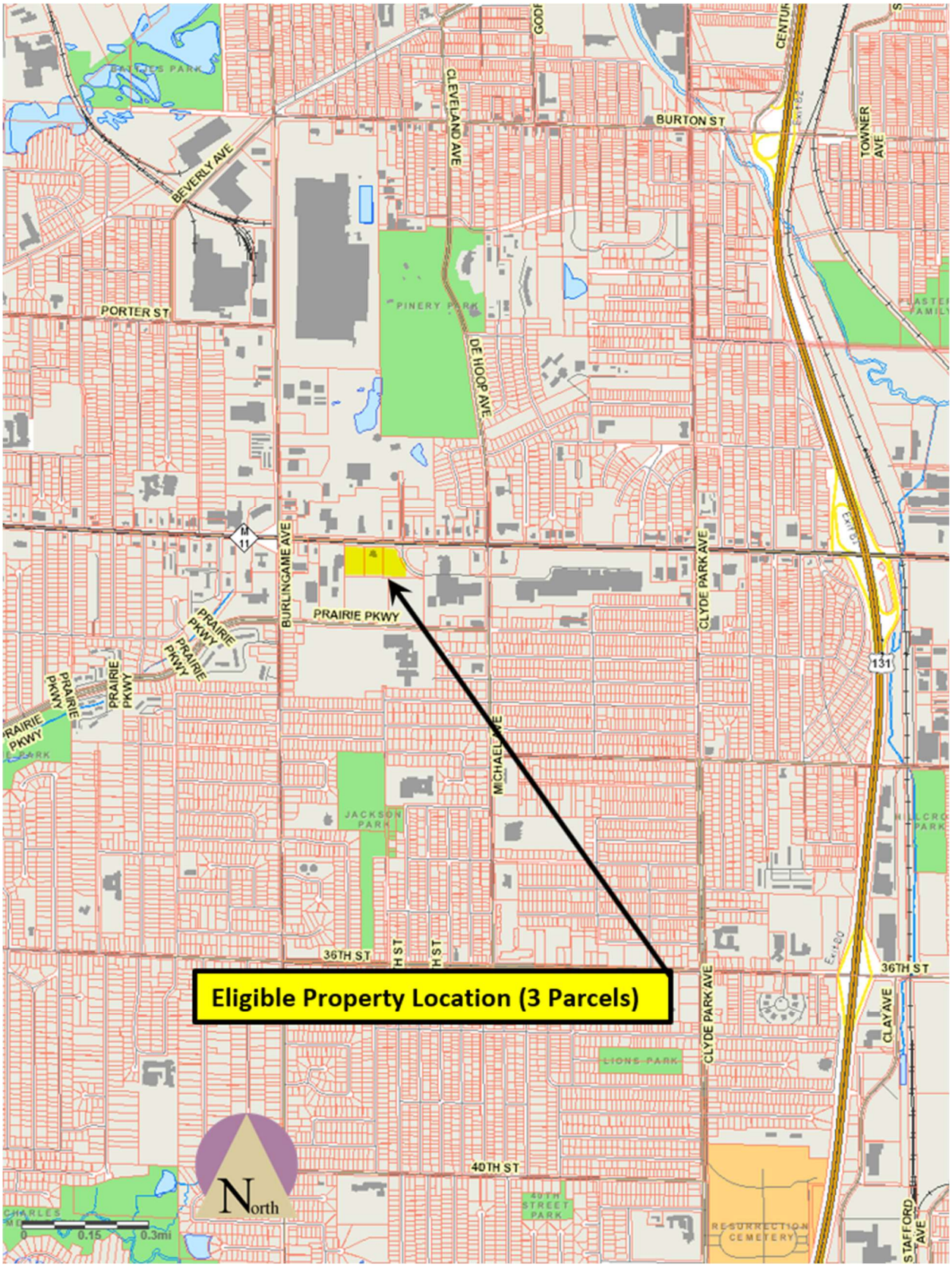
This Plan contains information required by Section 13(2) of Act 381.

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.

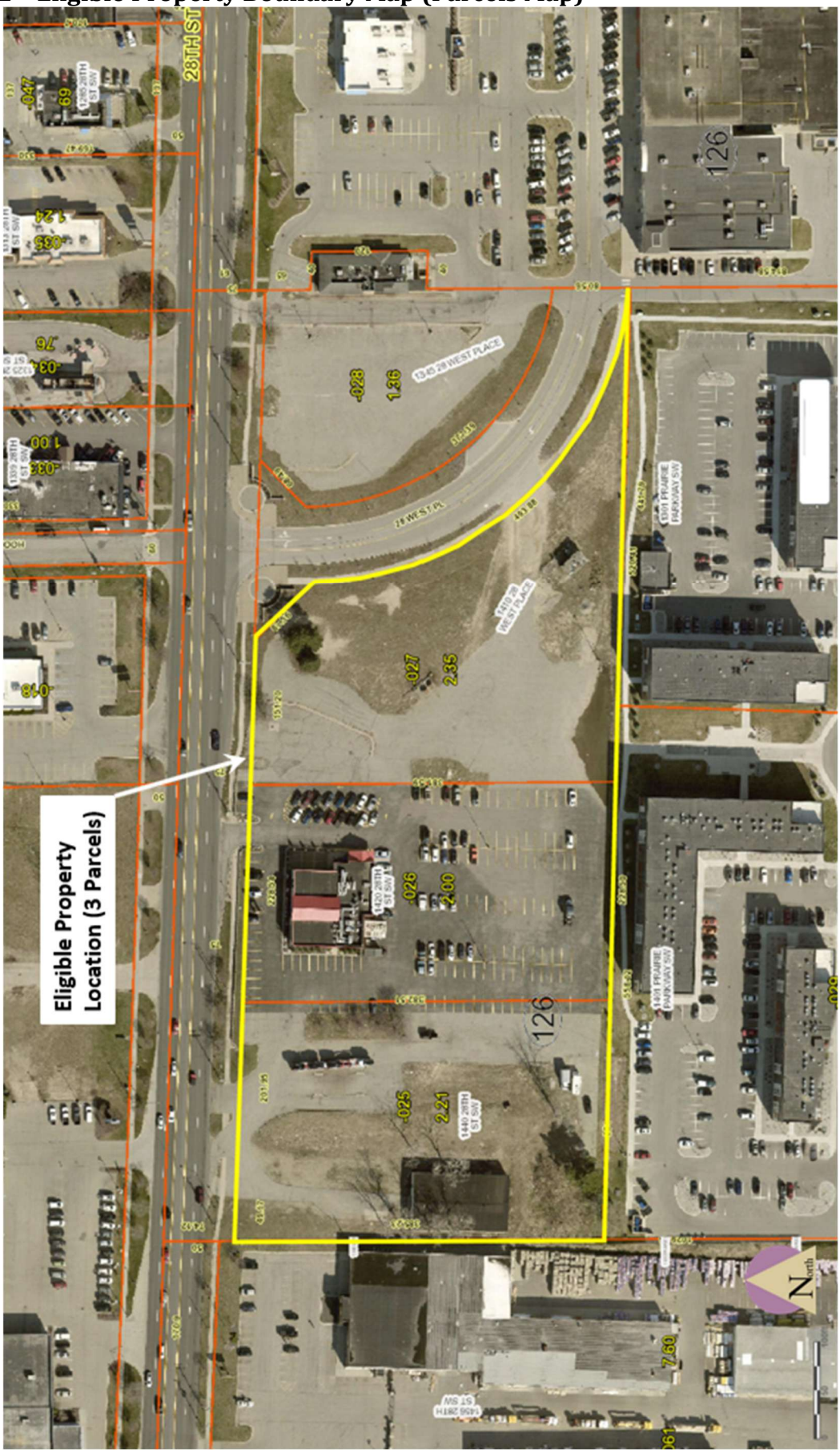
The Property is abutted by surface roadways, municipal water, sanitary and storm sewer services, and electrical and gas utilities.

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.

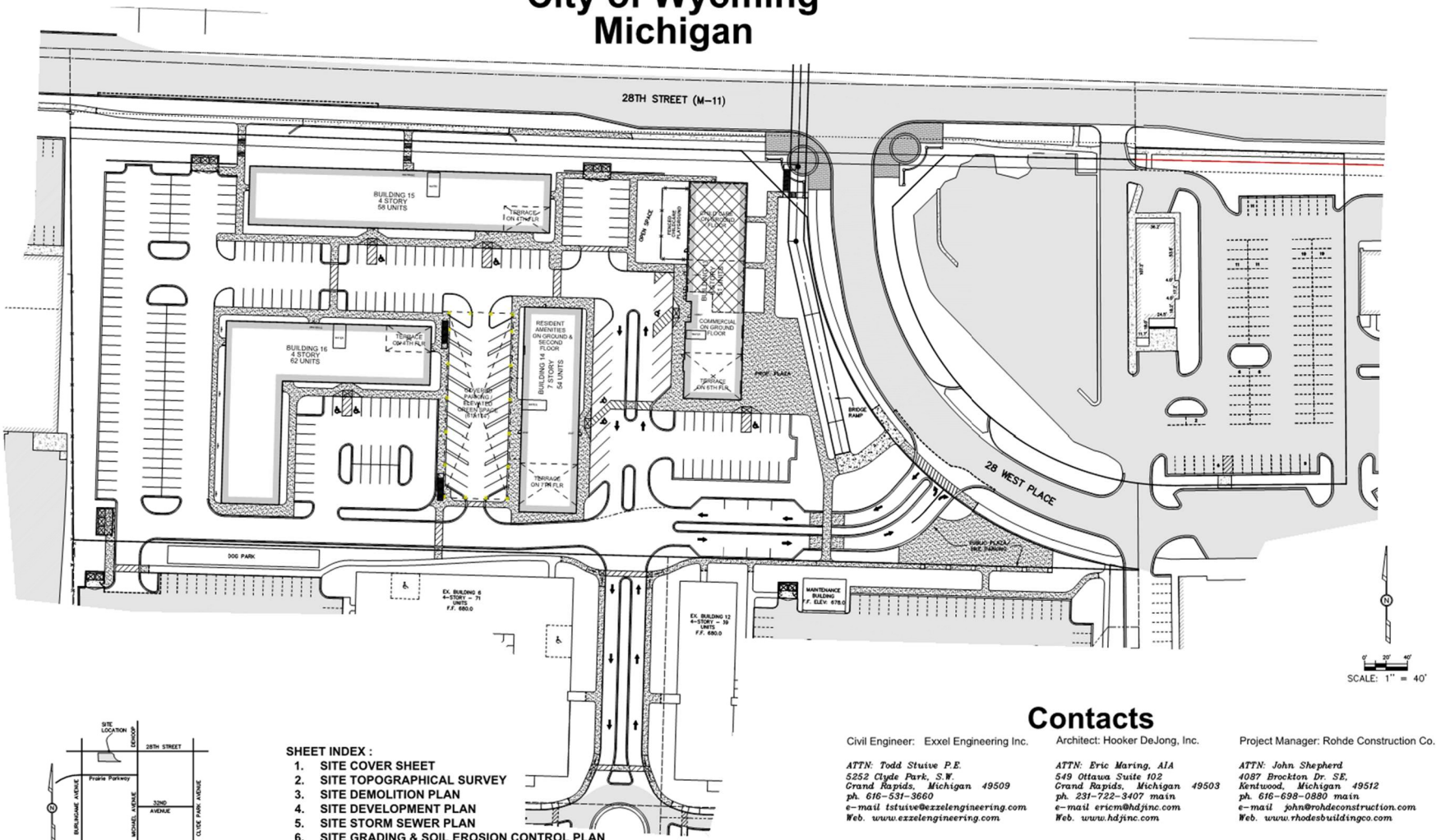
The parcel and all tangible real and personal property located thereon will comprise the Eligible Property and is referred to herein as the "Property." Incremental tax revenues resulting from new personal property will be captured. Any such funds will be used to reimburse the Authority and Developer 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

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Project Manager: Rohde Construction Co. Inc.
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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)

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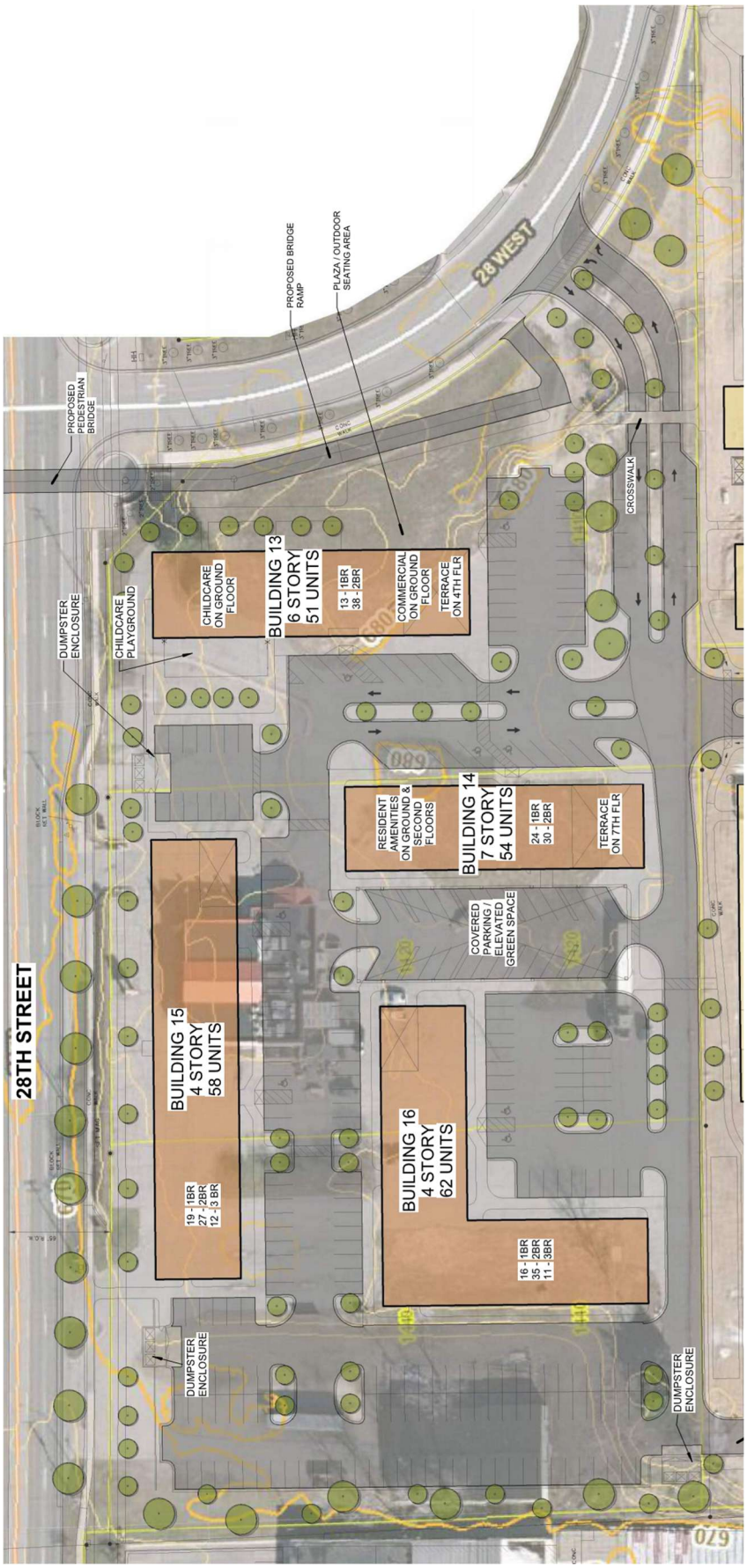
DRAWN BY: CDG
APPROVED BY: TRS
FILE NO.: 221489E
PROJ. ENG.: TRS
PROJ. SURV.: BF
DATE: 10-29-2024
SHEET 1 of 7



PROPOSED PROJECT SITE SKETCH AFTER COMPLETION

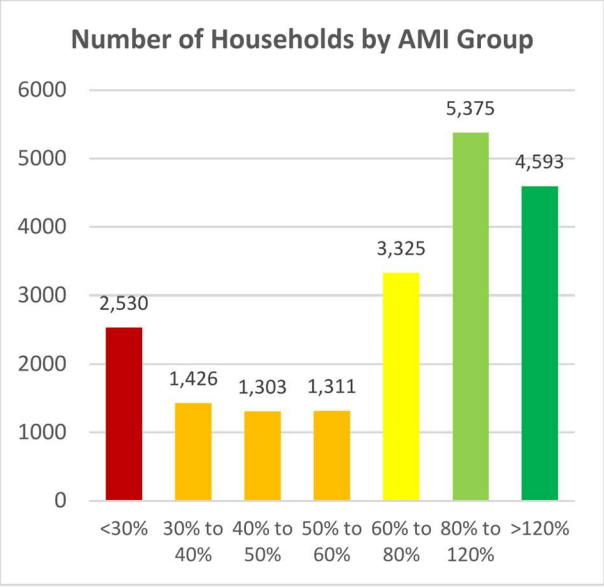
2. BASIS OF ELIGIBILITY (SECTION 13(2)(H), SECTION 2(P)), SECTION 2(R)

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.

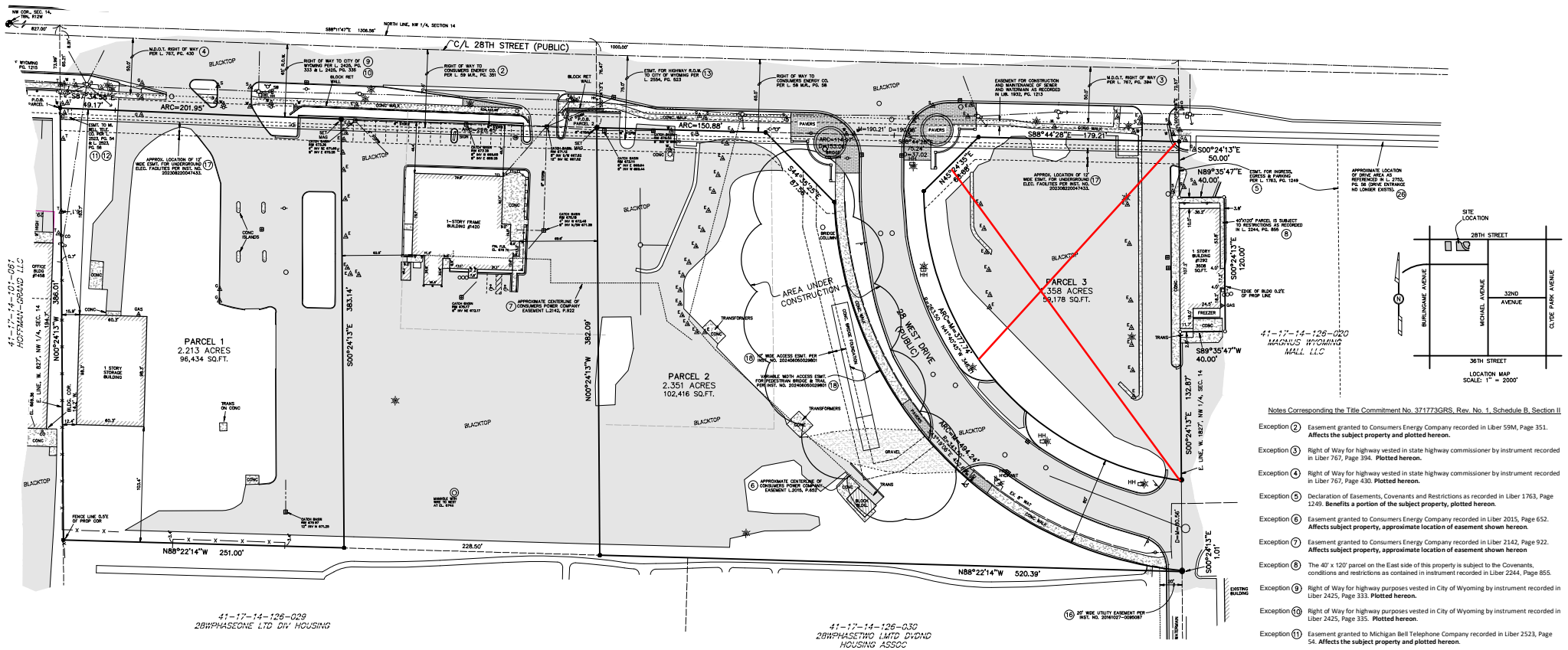
EGLE and MSHDA Eligible Activities	Local Capture Proportionality	State Capture Proportionality
Local to State Tax Capture Revenue and MSA Payment Capture Percentages on EGLE and MSHDA amounts	***79.25%***	***20.75%***

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

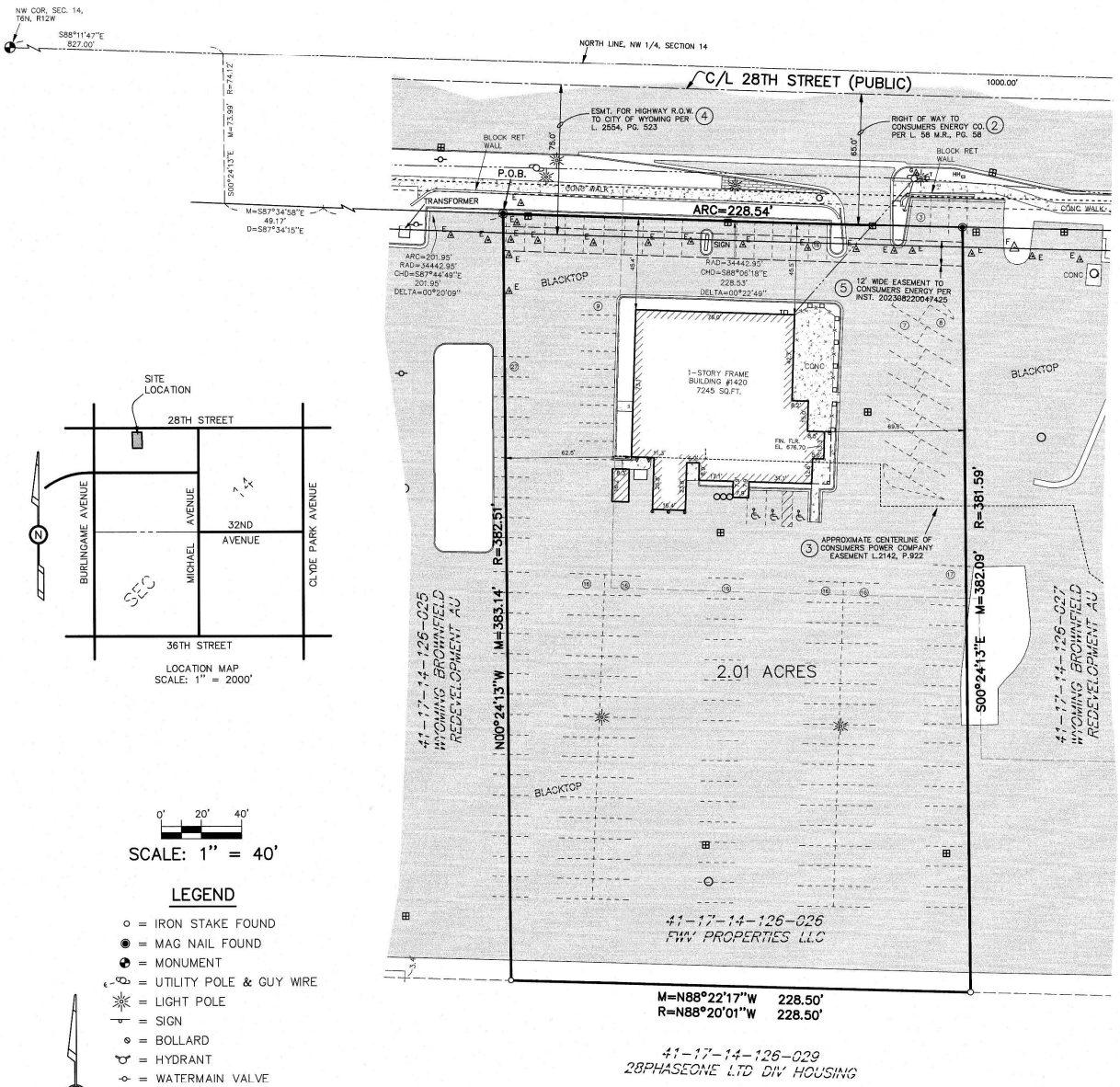
PART OF THE NW 1/4, SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

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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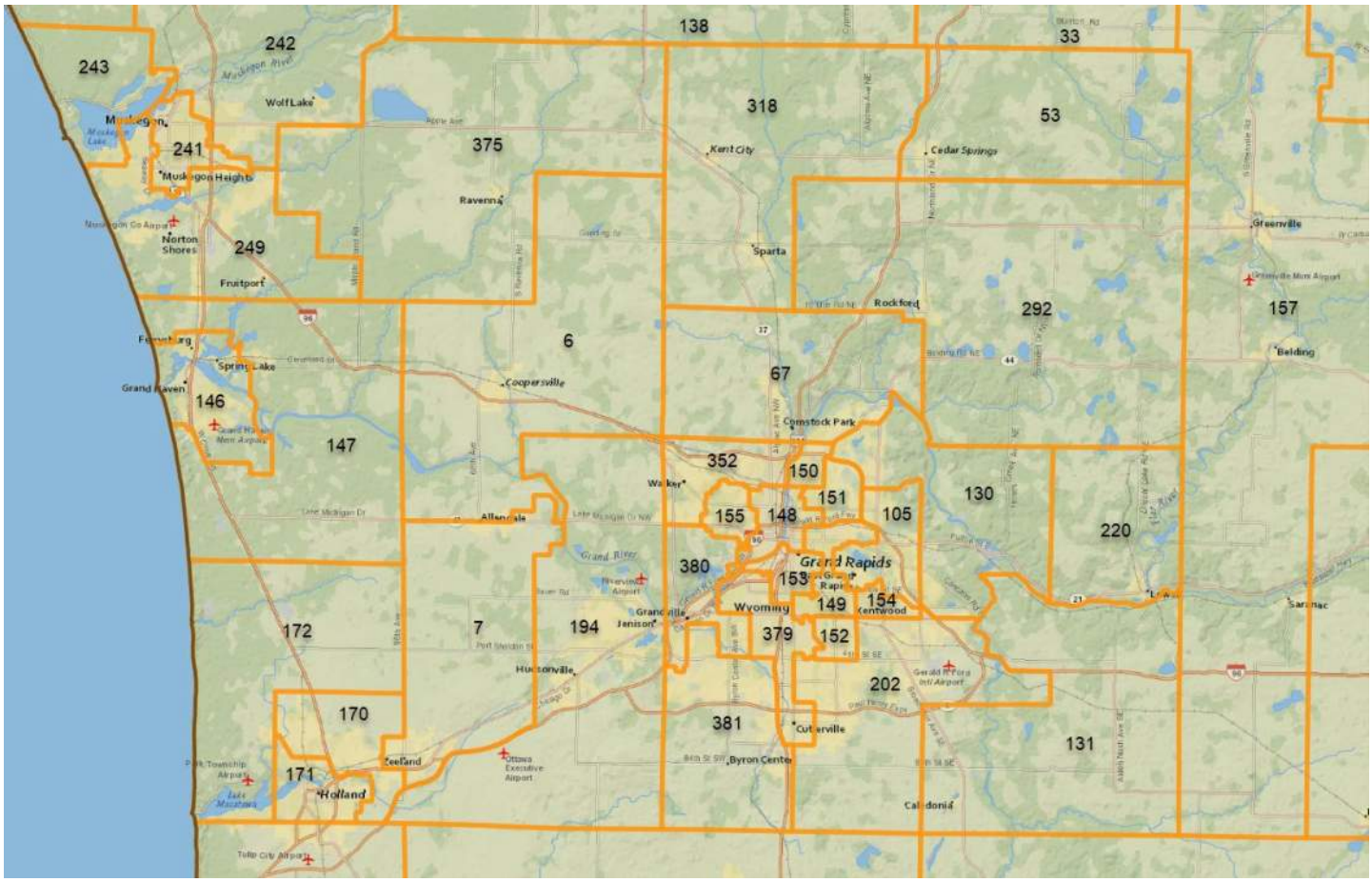
EXHIBIT B

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**

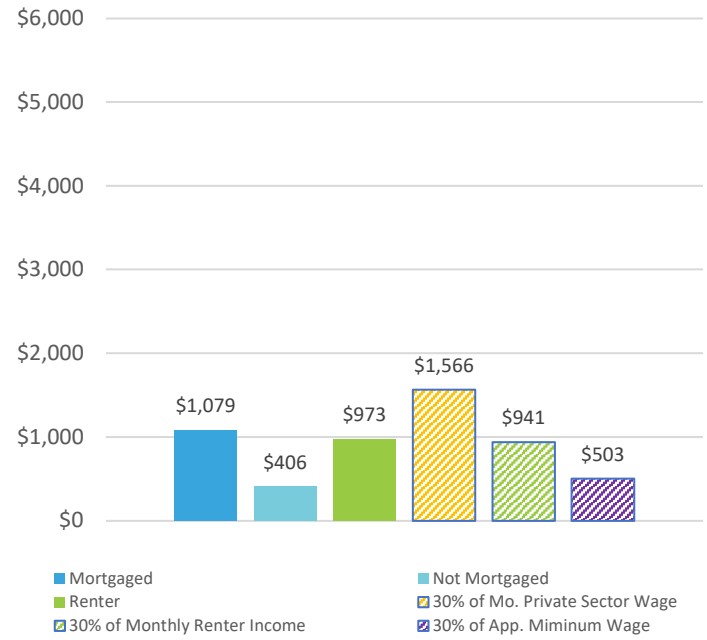
Renter Units

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

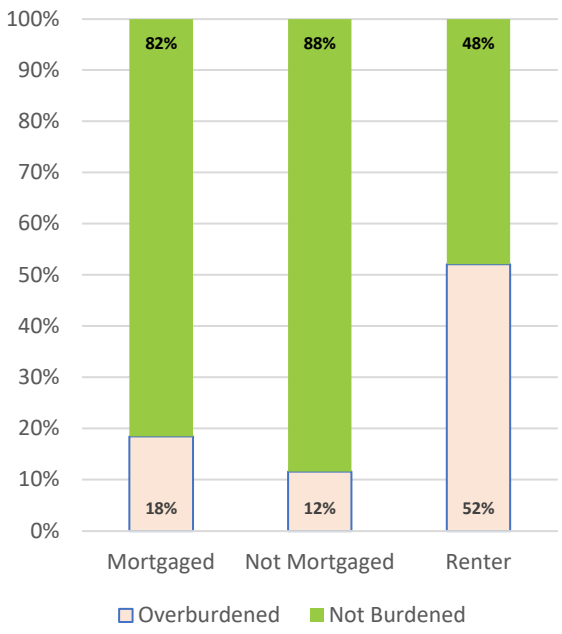
$38,920 **To afford median gross rent**

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%

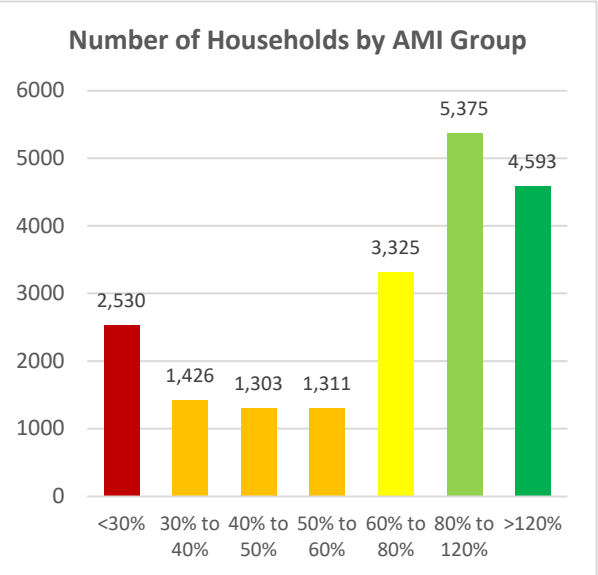
Vacancy Rates

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

03/03/25
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
IT Staff Augmentation Contracts	Atlas Coast Consulting LLC and Trace3 LLC	Bid pricing as shown on the attached staff report.
Wyoming Senior Center HVAC Renovation	Peerbolt's Mechanical Contractors, Inc.	$12,745.00
Wyoming Senior Center HVAC Replacement	Peerbolt's Mechanical Contractors, Inc.	$10,810.00
Plumbing Supplies	ETNA Supply	Bid prices as detailed on the attached staff report.
Fertilizer	Advanced Turf Solutions	Bid prices as detailed on the attached staff report.

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

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: March 3, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

Resolution No._____

CITY OF WYOMING | INFORMATION TECHNOLOGY

1155 28th Street SW, Wyoming, MI 49509
616.261.3524 | wyomingmi.gov

STAFF REPORT

Date: February 4, 2025

Subject: IT Staff Augmentation Contracts

From: Paul Gerndt, Director of Information Technology

Meeting Date: February 17, 2025

RECOMMENDATION:

It is recommended City Council authorize the Mayor and City Clerk to accept proposals for IT Staff Augmentation from Atlas Coast Consulting LLC and Trace3 LLC, and to authorize the City Manager to acknowledge statements of work for a total amount not to exceed $334,400.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – STEWARDSHIP
  - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

The Information Technology department received 47 responses to its request for proposals for IT Staff Augmentation issued on December 2, 2024. Proposals were received from companies nationwide; 11 of those with offices in Michigan, including six in the metropolitan Grand Rapids area. Five of the six local companies are vendors in good standing, having provided services to the city in recent years.

On September 4, 2024, City Council approved the IT Department Improvement Plan to implement recommendations of the Dewpoint IT department organizational assessment. A key recommendation was to use contract laborers to help fill skillset and capacity gaps identified during the assessment. A rationale for using contract laborers alongside career staff is to enable access to specialty skill sets and provide flexibility to support varying project loads.

The IT Staff Augmentation RFP was issued with the intent of identifying an economical means of achieving these objectives, and to minimize the administrative overhead of repeatedly negotiating short term contracts with temporary staffing suppliers.

Proposals were ranked using a matrix of scoring criteria, measuring each proposals commitment or ability to keep City of Wyoming tax dollars in the local economy, maximize value received, minimize risk, and achieve our operational objectives.

The City has a long-standing relationship with Atlas Coast. The company has provided to the city high quality temporary staffing services, including contract to hire and ad hoc staff augmentation services. The department expects to use a full stack application developer from Atlas Coast at a cost not to exceed $90,000.

Position	Hourly Rate	FTEs	Contract Value
Full Stack App Developer	$95.00	0.5	$ 87,400
	TOTAL		$ 87,400

Proposed hourly rates for the Full Stack App Developer role range between $59 and $195, with an average of $99. The Full Stack App Developer will be utilized to make improvements to some of the city's custom applications like the Applicant Review Portal, to update the on-line job application to a responsive design that will work better on smart phones, and to update aging applications that are used to support processes used by all city departments. They will also be instrumental in helping develop features for the city's new web site.

The Trace3 contract, represents the lowest bid of local companies. Trace3 will provide the temporary resources listed below. The department expects costs for services under the agreement from Trace3 not to exceed $250,000.

Position	Avg Rate of all Proposals	Proposal Rate	FTEs	Contract Value
IT Support Specialist	$62.72	$52.00	0.7	$ 71,926
Network Engineer	$92.25	$86.00	0.5	84,968
Microsoft Solutions Architect	$122.59	$114.00	0.3	67,579
Enterprise Architect	$130.98	$114.00	0.1	22,526
		TOTAL		**$** 246,999

Projects currently on hold, pending the use of contractors include:

- City-wide upgrade of 250 end-user computers to Windows 11 – to be completed prior to October 2025 (IT Support Specialist)
- Lifecycle replacement of approximately 150 end-user computers – from FY2025 and FY2026 (IT Support Specialist)
- Evaluate wireless network coverage and performance, and engineer improvements to Wi-Fi for all city buildings (Network Engineer)
- Implement recommendations related to a Microsoft 365 deployment best practices study that was completed in December (Microsoft Solutions Engineer)
- Development of new collaborative spaces (such as a new Intranet site) using Microsoft SharePoint (Microsoft Solutions Engineer)

The RFP process resulted in 25% to 50% savings when compared to ad hoc professional services engagements.

BUDGET IMPACT:

Funds are available in account 101-228-22800-801.000 / General Fund, Information Technology, Professional Services.

Attachment(s):
Atlas Coast Contract
Trace3 Contract
Tabulation

CITY OF
WYOMING

IT STAFF AUGMENTATION 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: Atlas Coast Consulting, LLC
[Name of contracting entity]
A MI Limited Liability Company
[State and type of entity, e.g., corporation, limited liability company, etc.]
PO Box 1291
[Contractor's street address]
Grand Rapids MI 49501
[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: _____, 202_.

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:

_____
[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: _____
Jeffrey Sluggett, Interim City Attorney

Date signed: _____, 20__

~~Approved as to form:~~ _____

Contractor: Atlas Coast Consulting, LL

By: Jeff Geshel
[Signature officer, director, or principal of Contractor]
Jeff Geshel Managing Partner
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 12/11, 2024

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TRACE3

Master Solutions Agreement

This Master Solutions Agreement (the "***Agreement***"), dated as of the last date last signed below (the "***Effective Date***"), is between Trace3, LLC, a California limited liability company ("***Trace3***"), and the entity named as "Client" below ("***Client***"). Trace3 and Client are each referred to herein individually as a "***Party***" and collectively as the "***Parties***."

Summary: Client desires Trace3 to provide to Client certain information technology consulting services (the "***Services***"), hardware, and/or software products (the "***Products***" and together with the Services, the "***Deliverables***") as described in this Agreement and one or more Purchase Orders or SOWs (each as defined below) issued hereunder (each, a "***Project***").

Agreement: This Agreement consists of this signature page, and the following Annexes, which are incorporated into this Agreement:

Annex A: MSA General Terms
Annex B: Sample Statement of Work
Annex C: Inventory Product Warranty Policy

Contact Information:

	Client	Trace3
General Contacts	**Address: City of Wyoming, Michigan** 1155 28th Street, SW Wyoming, MI 49509 Attention: Information Technology Department Fax: 616-261-7152 E-mail: itcorrespondence@wyomingmi.gov	Trace3, LLC 7505 Irvine Center Drive, Suite 100 Irvine, CA 92618 Attention: Legal Department Fax: (949) 333-2400 E-mail: legal@trace3.com

Signature: Client and Trace3 hereby agree to the terms of this Agreement by signing below:

CLIENT: City of Wyoming
(Full Legal Name)

a Michigan municipal corporation
(State & Entity Type)

Approved as to form:

By: _____

Name: Jeffrey Sluggett

Title: Interim City Attorney

Date: 2-19-25

TRACE3, LLC

By: DocuSigned by: Jonathan Kortman
E80B8312ACC3403...

Name: Jonathan Kortman

Title: GM MIDWEST

Date: 2/19/2025

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Annex A – MSA General Terms

1. **DEFINITIONS**

(a) "***Confidential Information***" means confidential and/or proprietary information related to technology and business activities, including, but not limited to, business outlooks, revenue, pricing, trade secrets, computer hardware, programs and software (including, but not limited to, code, software output, screen displays, file hierarchies, graphics and user interfaces), formulas, data, inventions, techniques, product designs, strategies, third party confidential information, and all other information that is clearly marked or identified as confidential or proprietary when disclosed to the receiving Party or could be reasonably understood by the receiving Party to be confidential or proprietary.

(b) "***Deliverable Specifications***" means the requirements (including levels of accuracy, quality, completeness, timeliness, responsiveness, resource efficiency and productivity) set forth in a SOW or Purchase Order and used to measure the completeness or adequacy of the Deliverables.

(c) "***Fees***" means amounts payable by Client to Trace3 for the provision of the Deliverables.

(d) "***Invoice***" means a written invoice submitted by Trace3 to Client for the payment of Fees.

(e) "***Purchase Order***" means a written order to purchase Deliverables, issued and signed by Client and accepted by Trace3 in its sole discretion.

(f) "***SOW***" means a mutually agreed upon written Statement of Work, substantially in the form of Annex B attached to this Agreement and signed by the Parties, which authorizes and specifies the pricing terms, technical specifications and performance requirements for Trace3 to provide and deliver the Deliverables, as may be modified from time to time by way of the project change process described in Section 3 (Project Change Process).

2. **ETHICAL STANDARDS**

To the best of Trace3's knowledge after reasonable inquiry:

(a) Trace3, its personnel, and any parent, affiliate, or subsidiary organization of Trace3 has not engaged in and will refrain from:

(i) Holding or acquiring an interest that would conflict with this contract; or

(ii) Attempting to or appearing to influence any of Client's elected or appointed officers or employees by a direct or indirect offer of anything of value.

(b) No owner, director, officer, member, partner, or key employee of Trace3 or any parent, affiliate, or subsidiary of Trace3 is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another elected or appointed officer of Client, except as already disclosed in writing to Client when submitting its proposal.

(c) Trace3 will immediately notify Client of any subsequently discovered violation of the standards in this section.

3. **DELIVERABLES**

(a) Scope of Deliverables. Trace3 will provide certain Deliverables to Client in accordance with the terms and conditions of this Agreement and one or more SOWs.

(b) Statements of Work.

(i) Except as otherwise provided in this Agreement or agreed by the Parties, Trace3 will not provide any Services unless and until authorized through a SOW signed by both Parties.

(ii) Each SOW will be deemed to incorporate all of the terms and conditions of this Agreement, and will contain, as applicable, a description of:

(1) Deliverables, including business requirements and technical specifications;

(2) schedule for provision of the Deliverables;

(3) assumptions and each Party's responsibilities;

(4) Fees; and

(5) Deliverable Specifications.

(c) Required Resources and Compatibility. Except as expressly provided in a SOW, Trace3 will be responsible for providing the personnel, equipment, technical knowledge and other resources necessary to provide the Deliverables. Client will have the right to reasonably approve or reject personnel working on a SOW; provided, that such rejection is consistent with applicable law.

(d) Deliverable Specifications.

(i) Trace3 will provide Deliverables which conform

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to the Deliverable Specifications.

(e) Subcontractors. Trace3 may delegate to subcontractors such duties under this Agreement and any SOW as Trace3 deems necessary for the successful provision of the Deliverables, provided that Trace3 receives from Client prior written consent to such delegation. Such consent shall not be unreasonably withheld. Trace3 will be responsible to Client for the completion of all work by subcontractors and full payment of all charges by such subcontractors.

(f) Products.

(i) *Purchase Orders*.

(1) Client may purchase Products under this Agreement through the issuance of Purchase Orders to Trace3. Such Purchase Orders will be deemed to incorporate all of the terms and conditions of this Agreement.

(2) Each Purchase Order for Products will reference this Agreement and contain the Deliverable Specifications for such Products (including, without limitation, the type of Products ordered, quantity, price, shipping instructions and requested delivery date). Trace3 will not ship any Products without prior receipt of a Purchase Order.

(3) Purchase Orders for Products will be subject to written acceptance by Trace3 and delivery schedules will be established in accordance with Product availability and Client's credit status.

(4) Trace3 will accept Purchase Orders with requested delivery dates of Products up to two months after the date of such Purchase Order.

(ii) *Delivery; Title & Risk of Loss*. Delivery of Products is "F.O.B. Destination, freight and insurance prepaid and added." Title and risk of loss or damage for Products will pass to Client on delivery of such Products by Trace3 or a Products distributor or manufacturer, as applicable, to Client's delivery address. Products are deemed accepted by Client for risk of loss purposes upon delivery to Client's delivery address. Client will reimburse Trace3 for all costs relating to the shipment and insurance of any Products. Trace3 will make reasonable efforts, but will not be obligated, to deliver the Products in accordance with Client's shipping instructions and choice of carrier. Trace3 will make commercially reasonable efforts to deliver all Products on or before the due date as specified in any Purchase Order for such Products. Trace3 will make reasonable efforts to expedite delivery of any "ASAP orders."

(iii) *Product Prices*. Quoted prices for Products may be changed by Trace3 upon 30 days prior written notice to Client (the "***Notice Period***"). Purchase Orders received by Trace3 (a) before commencement of the Notice Period and which are not shipped prior to the expiration of the Notice Period, and (b) during the Notice Period which specify a delivery date within 30 days following the expiration of the Notice Period, will be invoiced at the previously existing lower price for the Products.

(iv) *Change Requests, Cancellation and Rescheduling*. Any and all changes to previously submitted Purchase Orders sought to be made by Client must be provided in writing from Client and are subject to approval by Trace3.

(1) Trace3 may accept returns for Products then-currently held in Trace3 inventory within 30 days of purchase. Purchase Orders for Products not held in Trace3 inventory (including, but not limited, Products shipped directly from third party OEMs or Distributors) and software may not be cancelled or returned except under special circumstances and only upon pre-authorization by Trace3.

(2) If Client is permitted by Trace3 to cancel all or any portion of a Purchase Order, it will pay a restocking charge equal to (a) the amount of any restocking charge imposed by the applicable manufacturer or distributor, if any, or (b) 30% of the net dollar reduction in the purchase price of the Purchase Order for any Products shipped from Trace3's inventory.

(3) If Trace3 is unable to meet the requested delivery schedule, it will provide notice to Client as soon as it is reasonably aware of such situation.

(4) No Products may be returned except in the event Client and Trace3 mutually agree in

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writing.

4. PROJECT CHANGE PROCESS

(a) Project Change Process. Unless otherwise mutually agreed by the Parties, any change or modification of a Project, a phase of the Project (a "***Project Phase***") or the Deliverable Specifications set forth in any SOW or Purchase Order will be coordinated by the Parties in accordance with the procedures described below (the "***Project Change Process***").

(b) Change Requests. Either Party may initiate requests to change or modify a Project, a Project Phase or the Deliverable Specifications set forth in any SOW or Purchase Order (each, a "***Change Request***"). The Party requesting a Change Request will submit a written Change Request to the other Party in a clear and concise manner (each, a "***Change Request Form***"). Upon execution of a mutually acceptable Change Request Form by both Parties, the obligations of the Parties with respect to such Change Request will be incorporated under this Agreement and the applicable SOW or Purchase Order. Commencement of the provision of a Change Request is conditioned upon Trace3's receipt of (a) a Change Request Form signed by both Parties, and (b) an additional Purchase Order authorizing the mutually agreed upon price for each Change Request, if applicable.

(c) Material Change Request. The Project Change Process is not intended to address Change Requests which would constitute a material change to a Project, and any such Change Request may require execution of a new SOW.

(d) Suspension of Services. If (i) Trace3 is unable provide the Deliverables due to the Client's action or inaction, or (ii) any amount owing by Client under this Agreement is 30 or more days overdue, Trace3 may, in its discretion and without any liability to Client, suspend provision of the Deliverables to Client.

5. TERM OF AGREEMENT

This Agreement will begin on the Effective Date and will remain in effect until terminated in accordance with Section 16 (Termination).

6. INSPECTION AND ACCEPTANCE

(a) Products. Client may conduct inspection and acceptance testing to establish conformance to Deliverable Specifications of delivered Products. If any Products fail such acceptance tests, Client will provide Trace3 with a written notice of the defect which will describe the portion of such tests which the Products failed. Upon Client's request, Trace3 will coordinate the examination, repair or replacement of such defective Products by the applicable Product distributor or manufacturer at Client's designated location (at no charge to Client if the Products do not meet the Deliverable Specifications). Acceptance will be deemed to have occurred if Client does not provide notice of non-compliance with the Deliverable Specifications within 10 days following the date of Product delivery.

(b) Services.

(i) *Completion Certificate*. Unless otherwise mutually agreed by the Parties, Trace3 will present Client with a completion certificate (a "***Completion Certificate***") upon the completion of the provision of all of the Services of any Project or Project Phase, as applicable. If Client reasonably determines that Trace3 has completed provision of the Services described in the Completion Certificate in substantial conformance with the applicable Service Specifications, Client will sign the Completion Certificate acknowledging acceptance of the completed Services and will return the signed Completion Certificate to Trace3 within five business days from the date of Client's receipt of the Completion Certificate.

(ii) *Non-Completion Notice*. If Client reasonably believes Trace3 has not completed provision of the Services described in the Completion Certificate in substantial conformance with the applicable Deliverable Specifications, Client will notify Trace3 in writing of its specific reasons for rejecting completion and delivery of the Services within five business days from Client's receipt of the Completion Certificate (a "***Non-Completion Notice***"). Trace3 will promptly address and remedy Client's issues described in the Non-Completion Notice and will re-submit the Completion Certificate for Client's signature.

(iii) *Absence of Completion Certificate or Non-Completion Notice*. If Trace3 does not receive a signed Completion Certificate or Non-Completion Notice from Client within ten days of Client's receipt of a Completion Certificate, Client's affirmative acceptance of completion of the Services, a waiver of any Client right to reject completion of provision of the Services and

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Client's signing of the Completion Certificate will automatically and without any further action of the Parties be deemed to have occurred.

7. **DOCUMENTATION**

Upon Client's written request, Trace3 will provide Client one copy of any documentation or written Deliverables required under this applicable SOW. Upon completion of a SOW, Trace3 will archive all material documentation, written Deliverables and other material work product generated in connection with such SOW (including any material project memorandums, status reports, test data, drawings, presentations and reports) and will retain such documentation for one year.

8. **TRADEMARKS**

Neither Party will use, without prior written consent of the other, any trademark or trade name of the other, or any other word or device likely to be confused therewith as part of the other's corporate, firm or trade name in connection with any form of advertisement or otherwise.

9. **COMPENSATION**

(a) Fees. Client will pay Trace3 the Fees set forth in the applicable SOW or Purchase Order for providing the Deliverables. The Fees include all elements of cost (direct labor, overhead, general and administrative expenses and profit) incurred by Trace3 in providing the Deliverables.

(b) Purchase Orders. Unless the Parties agree otherwise, prior to Trace3 commencing the provision of Deliverables, Client will provide Trace3 with a Purchase Order, reflecting an obligation to purchase all Deliverables described in the applicable SOW and the total cost for such Deliverables.

(c) Expenses. Trace3 will invoice Client for any expenses incurred in connection with the provision of Deliverables, at cost and without mark-up. Upon Client's written request, Trace3 will provide supporting documentation for such expenses.

10. **INVOICING AND PAYMENTS**

(a) Invoicing.

(i) *Products*. Trace3 will invoice Client for all Fees for Products and related installation Services upon shipment of such Products from Trace3 or a Products distributor or manufacturer, as applicable, including whole or partial orders.

(ii) *Services*. Unless a SOW specifies otherwise, Trace3 will invoice Client for all Fees for Services (other than installation Services for Products), whether billed on a fixed-fee or time and materials basis, weekly, bi-weekly or monthly, as agreed by the Parties.

(b) Payment Terms. All Invoices are due and payable by Client net 30 days from the date of such Invoice. Trace3 shall submit by email to Client's finance department (at Acct Info@wyomingmi.gov) a completed IRS W-9 form before commencing any work under this Agreement.

(c) Credit Cards. Payment via Visa, Mastercard, American Express, other credit card, virtual card (e.g., American Express BIP), or any card or program similar to any of the foregoing will be accepted only if preapproved by Trace3 in writing. Any such payments will be subject to a processing fee of at least 3% of the total Fees paid via such payment method.

(d) Late Payments. Trace3 reserves the right to charge Client interest on any delinquent balance computed on a daily basis for each day the payment is delinquent at the lesser of (x) 18% per year, or (y) the maximum rate permitted by law. Trace3 reserves the right to refuse (a) the provision of Deliverables to Client if any delinquent Invoices are outstanding, and (b) payment terms if, in Trace3's sole discretion, such terms would create an unreasonable credit risk for Trace3. In such event, provision of Deliverables to Client will be available only on a C.O.D. or cash-in-advance basis. No payment by Client or receipt by Trace3 of an amount less than the entire amount of an Invoice will be deemed to be other than on account of the earliest due amount, nor will any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Trace3 may accept such check or payment without prejudice to Trace3's right to recover the balance of any amount due or pursue any other remedy provided for in this Agreement. Trace3 will have the right in its sole discretion to apply any payment received from Client to any account of Client then not current and due and delinquent.

(e) Disputed Amounts. Client will review provided Invoices and notify Trace3 in writing within 10 days of receipt of an Invoice of any question, objection or dispute Client may have with such Invoice (a "***Dispute Notice***"). If any items are disputed, only the Fees for disputed items may be withheld from payment, and only until such dispute is resolved.

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Client will pay the undisputed amount(s) and will hold the disputed amount(s) in a non-interest-bearing account until the dispute is resolved. The Parties will negotiate in good faith to attempt to resolve such dispute. In the event such dispute is mutually agreed upon and resolved, Client will promptly (and in no event later than two days following such resolution) pay the disputed amount. In the event a dispute is not resolved within 10 days following Trace3's receipt of the Dispute Notice despite the Parties' good faith efforts, the Parties may submit such dispute to senior executives within their respective organizations for resolution.

(f) Taxes. All Fees for Deliverables will be exclusive of all national, federal, state, local, international (with respect to Deliverables provided outside of the United States), property or any other governmental use, sales, excise, occupational, ad valorem, VAT or import (with respect to Deliverables provided outside of the United States) taxes and duties, and any other similar taxes or duties, which, if applicable, will be invoiced and paid by Client. All taxes, fees and charges with respect to Trace3's income or gross receipts derived from its provision of Deliverables hereunder (including franchise, employment and income taxes of Trace3), will be the obligation of and paid by Trace3. Client, a public entity, is generally exempt from federal and state sales and use taxes. A copy of Client's certificate of tax exemption can be requested by contacting Client's finance department. Invoices must separately list amounts added for taxes.

11. **RECORDS**

Because Client is a public entity that receives funds from other governmental agencies: (i) Client is required to retain, be able to obtain, and/or audit records related to Client's contracts, and (ii) Michigan's Freedom of Information Act generally requires that Client disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Trace3 shall retain copies of all records related to the Agreement, including, without limitation, the items supplied or used in performance of the Agreement, and all work under the Agreement or any SOW or Purchase Order for 7 years after completion of the Agreement. Trace3 shall, within 10 business days of a request by Client, allow inspection, auditing, and copying of all such retained records.

12. **OWNERSHIP AND INTELLECTUAL PROPERTY**

(a) Ownership. Any and all software, data and related intellectual property developed by Trace3 arising directly out of the provision of Deliverables (the "***Developed Intellectual Property***") will be the exclusive property of Client. All software, data and related intellectual property previously developed and owned by Trace3 or any third party, or licensed to Trace3 by any third party, and used in the provision of Deliverables (the "***Retained Intellectual Property***") is and will remain the exclusive property of Trace3 or such third party.

(b) Assignment; License. Trace3 hereby assigns and will assign to Client the Developed Intellectual Property. Trace3 will execute any and all documents necessary to assign any Developed Intellectual Property to Client and to assist Client to protect such Developed Intellectual Property, including, signing patent or copyright applications and assignments in favor of Client; provided, that the preparation and filing of such applications or assignments will be at Client's sole expense. Further, Trace3 hereby grants to Client a royalty-free, nonexclusive, unrestricted, irrevocable, world-wide license to use, duplicate, or disclose for any purpose whatsoever and to authorize others to do so, all Retained Intellectual Property (including writings, recordings, pictorial reproductions, drawings, computer programs and works of any similar nature) required to be furnished to Client under this Agreement to the extent necessary for the use and enjoyment of the Developed Intellectual Property. Trace3 guarantees that the sale or authorized use of the Services or resulting Deliverables provided under or used to perform the obligations under this Agreement will not infringe any copyright, patent, trademark, or other intellectual property rights. Trace3 will, without expense to Client, defend all actions against Client or Client's officers or employees for alleged infringement of intellectual property rights by the sale or authorized use of Services or Deliverables, and Trace3 will pay all costs and fees associated with such actions.

13. **CONFIDENTIALITY**

(a) Permitted Use. The Party receiving Confidential Information (the "***Receiving Party***") will handle, use, treat and utilize the disclosing Party's (the "***Disclosing Party***") Confidential Information as follows: (i) hold all such Confidential Information in strict confidence;

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(ii) use such Confidential Information only for the purpose of performing its obligations under this Agreement; (iii) reproduce such Confidential Information only to the extent necessary to perform its obligations under this Agreement; (iv) restrict disclosure of such Confidential Information to its directors, officers and employees, agents, representatives and subcontractors having a need to know (and advise such persons of the obligations assumed herein); and (v) not disclose such Confidential Information to any third party without prior written approval of the Disclosing Party. In addition, with respect to any equipment, component, hardware, software or other items delivered to the Receiving Party by the Disclosing Party, the Receiving Party will not reverse engineer, disassemble, decompile or otherwise analyze the physical construction of any such items. The restrictions on the Receiving Party's use and disclosure of Confidential Information as set forth above will not apply to any Confidential Information to the extent it:

(i) is wholly and independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party;

(ii) is or has become generally available to the public without breach of this Agreement by the Receiving Party;

(iii) at the time of disclosure to the Receiving Party, was known to such Receiving Party free of restriction and evidenced by documentation in the Receiving Party's possession;

(iv) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; or

(v) is disclosed in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order; provided, that the Receiving Party will first notify the Disclosing Party of such order and permit the Disclosing Party to seek a protective order against disclosure.

(b) Subcontractors. Trace3 will ensure any of its subcontractors utilized in connection with this Agreement will be made aware of its obligations with respect to Confidential Information.

(c) Obligations and Return of Confidential Information. The Receiving Party's obligation hereunder will continue during the term of this Agreement and survive for a period of three years following termination of this Agreement for any reason. All Confidential Information will remain the sole property of the Disclosing Party, and all materials containing any such Confidential Information (including all copies thereof) will be returned to the Disclosing Party or destroyed upon completion of work or delivery under any outstanding SOW or Purchase Order, upon the Receiving Party's determination that it no longer has a need for such Confidential Information, or upon the Disclosing Party's request. Upon the Disclosing Party's request, the receiving Party will certify in writing that all materials containing such Confidential Information (including all copies thereof) have been returned to the Disclosing Party or have been destroyed.

(d) Publicity. Neither Party will distribute any news releases, articles, brochures, speeches or advertisements concerning this Agreement or any SOW or Purchase Order, nor use the other Party's name, without such other Party's prior written consent.

(e) Injunctive Relief. As legal remedies may be insufficient for a breach of this Section 13 (Confidentiality), an injured Party will be entitled to seek injunctive relief in addition to any other legal or equitable remedies without the necessity of proving an inadequate remedy at law exists and without the requirement of bond.

14. **GOVERNING LAW; FORUM**

(a) Governing Law. This Agreement is governed by the laws of the State of Michigan, without regard to principles of conflict of laws.

(b) Forum. Jurisdiction and venue for any dispute between the parties relating to, based upon, or arising out of this Agreement shall be solely and exclusively in the state courts located in Kent County, Michigan.

15. **DISPUTES/REMEDIES**

(a) Before filing a lawsuit relating to, involving, based upon, or arising out of this Agreement or any SOW or Purchase Orders, a Party must first notify the other Party in a writing that:

(i) States the provision(s) of this Agreement at issue;

(ii) Identifies the conduct or inaction that allegedly constituted a breach of such provision(s); and

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(iii) Proposes the action(s) that should be taken to address the alleged breach(es) or noncompliance.

(b) Upon receiving such writing, the receiving Party shall, within 14 days, respond in writing, (i) detailing the reasons why it has not breached the Agreement, or (ii) identifying actions it has taken or is taking to address the noncompliance. The Parties shall meet within 14 days of the response to confer in good faith about resolving any continuing dispute.

(c) A Party need not follow the procedure set forth in Section 15(a) if that Party previously did so regarding noncompliance with the same provision(s) of this Agreement.

(d) With respect to any lawsuit or action between the Parties relating to, involving, based upon, or arising out of this Agreement or any SOW or Purchase Order:

(i) 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, fees, and expenses, including attorneys' fees.

16. **TERMINATION**

(a) Termination. Either Party may terminate this Agreement or any SOW or Purchase Order:

(i) *Termination for Breach*. Immediately upon written notice to the other Party if the other Party defaults on any of its material obligations under this Agreement or any SOW or Purchase Order, and such default is not cured within 30 days after written notice is received by the defaulting Party specifying, in reasonable detail, the nature of the default;

(ii) *Termination for Insolvency*. Immediately upon written notice to the other Party if the other Party becomes (1) unable to pay its debts as they become due, or (2) the subject of a proceeding, whether voluntary or involuntary, under the bankruptcy or insolvency laws of the United States or any other jurisdiction, unless, in the case of an involuntary proceeding, such proceeding is dismissed or withdrawn within 30 days of the date such proceeding is initiated; or

(iii) *Termination for a Force Majeure Event*. Immediately upon written notice to the other Party if a Force Majeure Event prevents either Party from performing its obligations (other than payment obligations) under this Agreement for more than 30 consecutive days.

(b) Procedure upon Termination. Upon termination of this Agreement for any reason under Section 16(a) (Termination):

(i) Trace3 will return to Client, or destroy, as Client requests, all Client property in Trace3's possession; and

(ii) Trace3 will be entitled to payment (1) as described in Sections 3(f)(iv) (Change Requests, Cancellation and Rescheduling), (2) for Deliverables provided and reasonable expenses incurred in connection with Trace3's performance of the applicable SOWs or Purchase Orders up until the date of such termination, and (3) as otherwise described in this Agreement or any applicable SOW or Purchase Order. If such Deliverables are compensated on (x) a time and materials or hourly basis, then Client will compensate Trace3 for all such Deliverables provided in accordance with the agreed hourly rate payment provisions and any expenses incurred by Trace3 up until the date of termination, or (y) a fixed fee basis, then Client will compensate Trace3 for: (A) any completed Project Phase in accordance with the payment terms for such Project Phase; and (B) Project Phase that has not been fully completed on a pro-rata basis for the portion of completed work.

(c) Other Remedies. Any termination under Section 17(a) (Termination) will not serve to limit any other remedies to which a Party may otherwise be entitled to under this Agreement or at law or equity.

17. **INSURANCE**

During the term of this Agreement, Trace3 will maintain insurance in the amounts and types described below:

(a) Commercial General Liability Insurance – Which has a limit of not less than $2,000,000 per each occurrence and a general aggregate limit of not less than $2,000,000 (these limits may be satisfied in combination with applicable umbrella or excess coverage).

(b) Automobile Liability Policy – Which has a limit not less than $1,000,000 per accident. Such insurance will cover "hired and non-owned" automobiles.

(c) Worker's Compensation Coverage – Which is in compliance with all applicable workers' compensation regulations.

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(d) Technology Errors & Omissions Insurance – Which has a limit of not less than $5,000,000, including endorsements for (i) internet services, (ii) network security/privacy injury & identity theft coverage, and (iii) media extension.

18. **INDEMNITY**

(a) Indemnity. Trace3 shall hold Client and Client's officers and employees harmless from, indemnify them for, and defend them against any claims, demands, lawsuits, or actions brought by persons other than the Client on account of bodily injury, death, damage to property, due to Trace3's negligent or more culpable acts or omissions in connection with Trace3's performance of this Agreement or any SOW or Purchase Order. Subject to Section 18(b), Trace3 shall reimburse Client for or pay in Client's stead any costs Client incurs as a result of any such claims, demands, lawsuits, or actions.

(b) Conditions. Trace3 will not be obligated to indemnify, hold harmless and defend Client under this Section 18 (Indemnity) unless Client (i) provides prompt notice of the commencement of the claim, suit or proceeding for which indemnification is sought, (ii) provides cooperation to Trace3, and (iii) allows Trace3 to control the defense and settlement; provided, that (1) Client may, at its option and expense, participate and appear on an equal footing with Trace3 in the claim, suit or proceeding, and (2) neither Party may settle a claim, suit or proceeding without approval of the other Party, which approval will not be unreasonably withheld or delayed.

19. **INDEPENDENT CONTRACTOR**

Trace3 is an independent contractor and not an agent, servant, employee, legal representative, partner or joint venturer of Client. Nothing in this Agreement will be deemed to create a joint venture or partnership between the Parties. Trace3 has the sole right and obligation to supervise, manage and direct all work to be provided under this Agreement. Trace3 has no authority to represent or bind Client, and neither Trace3 nor its personnel shall be represented as Client's officers or employees. Trace3 is solely responsible for its personnel's acts, omissions, and statements.

20. **FORCE MAJEURE**

Neither Party will be liable to the other Party for any alleged loss or damages resulting from its performance under this Agreement (other than payment obligations), including the provision of the Deliverables, being delayed by acts of the other Party, acts of civil or military authority, governmental priorities, fire, floods, epidemics, quarantine, energy crises, strikes, labor trouble, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of such Party (each, a "***Force Majeure Event***"). Each Party will (a) continue to use commercially reasonable efforts to perform its obligations under this Agreement to the extent possible, and (b) notify the other Party when the Force Majeure Event has abated.

21. **REPRESENTATIONS AND WARRANTIES**

(a) General. Trace3 represents and warrants that:

(i) Trace3 and its personnel have and will maintain all licenses, permits, registrations, certifications, memberships, or other approvals needed to perform its obligations under this Agreement.

(ii) Trace3, any subcontractor, and all of Trace3's principals, owners, officers, shareholders, key employees, directors, members and partners, to the best of Trace3's knowledge after reasonable inquiry:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

(2) Have not within the last three (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;

(3) Have not within the last three (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;

(4) 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

(5) Have not within the last three (3) years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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(b) Trace3 is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

(c) Services. Trace3 represents and warrants that it (i) is competent, experienced and trained to provide all Services herein, and (ii) in providing Services, it will use commercially reasonable efforts to provide the Deliverables resulting from such Services in a timely manner in accordance with the applicable Deliverable Specifications. Further, Trace3 warrants that the Services provided by it under this Agreement will not, from the date of Client's final acceptance of such Service through 30 days thereafter, deviate in any material respect from the Deliverable Specifications for such Services; provided, that such warranty will not apply to Services (1) provided by Trace3 in a manner specifically requested by Client to which Trace3 objected, or (2) materially amended, revised or modified by a party other than Trace3, including, but not limited to, Client. If Client notifies Trace3 of a breach of this warranty, Trace3 will correct and redeliver the affected Service at no additional charge to Client within a reasonable period of time.

(d) Products. Client acknowledges and understands that all Products to be provided under this Agreement are manufactured by one or more third parties (and not Trace3). Accordingly, Trace3's sole responsibility to Client with respect to any Products or components and parts thereof provided under this Agreement will be to pass through to Client such original Product manufacturer's available product warranty, if any. The Inventory Product Warranty Policy attached hereto as Annex C will apply to any Products provided out of Trace3 inventory ("***Inventory Products***").

(e) EXCLUSIVE WARRANTIES. THE WARRANTIES PROVIDED IN THIS SECTION 21 (A) CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE DELIVERABLES, AND (B) ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

22. **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY SOW OR PURCHASE ORDER ISSUED HEREUNDER, FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ANY SOW OR PURCHASE ORDER ISSUED HEREUNDER AND THE PROVISION OF ALL DELIVERABLES HEREUNDER AND THEREUNDER, IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, OR (B) ACTUAL DAMAGES EXCEEDING THE GREATER OF (i) THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE BY CLIENT TO TRACE3 UNDER THE INDIVIDUAL SOW OR PURCHASE ORDER WHICH GAVE RISE TO THE CLAIM FOR SUCH DAMAGES; OR (ii) ONE MILLION DOLLARS.

23. **UNETHICAL PRACTICES; FCPA; EXPORTS**

(a) Unethical Practices. Each Party will (i) not engage in any deceptive, misleading or illegal practices, and (ii) not disparage or discredit the other Party or, by words, actions or inaction or otherwise willfully or negligently damage the reputation of the other Party or its products or services.

(b) FCPA. Each Party will perform under this Agreement in a manner consistent with and comply with all requirements of the Foreign Corrupt Practices Act.

(c) Exports. The Parties acknowledge that Deliverables and/or Confidential Information provided under this Agreement may be subject to U.S. and applicable foreign export laws and regulations. Each Party will comply with all applicable U.S. and foreign export laws and regulations and anti-boycott laws.

24. **SEVERABILITY**

If any provision of this Agreement or any SOW or Purchase Order is held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the full extent permitted by law (a) all other provisions hereof and thereof will remain in full force and effect in such jurisdiction and will be construed in order to carry out the intent of the Parties as nearly as may be possible, (b) such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision hereof or thereof, and (c) any court or arbitrator having jurisdiction over this Agreement or any SOW or Purchase Order will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

25. **ASSIGNMENT; DELEGATION; NO THIRD-PARTY BENEFICIARIES**

This Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.

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Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party. No persons or entities other than the Parties and their permitted successors and assigns, if any, are intended to be beneficiaries of this contract.

26. **ENTIRE AGREEMENT; MODIFICATIONS; WAIVERS**

(a) Entire Agreement. This Agreement, including any SOWs and Purchase Orders executed in connection herewith, represents the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all other agreements between the Parties regarding the subject matter hereof.

(b) Modifications. Any changes to the terms and conditions in this Agreement must be in set forth in a written agreement signed by each Party.

(c) Waivers. No delay or failure by a Party in exercising or enforcing any of its rights or remedies hereunder, and no course of dealing or performance with respect thereto, will constitute a waiver thereof. The express waiver by a Party of any right or remedy in a particular instance will not constitute a waiver thereof in any other instance. No waiver or discharge of any provision of this Agreement will be effective unless made in writing signed by both Parties that specifically identifies this Agreement and the provision intended to be waived or discharged. Each such waiver or discharge will be effective only in the specific instance and for the specific purpose for which given.

27. **ORDER OF PRECEDENCE**

Any inconsistency between this Agreement and any SOW or Purchase Order will be resolved by giving precedence to: (a) first, this Agreement; (b) second, the applicable SOW; and (c) third, to the applicable Purchase Order, but only to the extent that such Purchase contains language specifying its intent to supersede this Agreement and is signed by both Parties. Except as provided in the immediately preceding sentence, no conflicting terms contained in any Purchase Order will be binding on the Parties.

28. **COMPLIANCE WITH LAWS**

Each Party and their personnel will comply with all federal, state and local laws, ordinances, rules, regulations and orders applicable to such Party with respect to the provision and receipt of the Deliverables, and obligations under this Agreement. Each Party will advise the other Party of any laws or regulations or changes in laws or regulations affecting the provision and receipt of the Deliverables hereunder. In fulfilling its obligations under this Agreement, Trace3 shall comply with Client's nondiscrimination and inclusion policy for contractors, a copy of which Client will provide to Trace3.

29. **NOTICES**

If a Party is required to give notice to the other Party, such notice will be deemed given when: (i) delivered by hand; (ii) mailed by registered or certified mail, return receipt requested, postage prepaid; (iii) sent by a third party courier service where receipt is verified by the receiving Party's acknowledgment; or (iv) sent by fax where transmission is confirmed, and addressed as set forth on the signature page to this Agreement.

30. **SURVIVAL**

Except for the provisions of Sections 7 (Documentation), 11 (Records), 12 (Ownership and Intellectual Property), 13 (Confidentiality), 14 (Governing Law; Forum), 15 (Disputes/Remedies), 16 (Termination), 22 (Limitation of Liability), 23 (Unethical Practices; FCPA; Exports), and 30 (Survival) which are intended to survive the termination of this Agreement until the earlier of the expiration of (a) the applicable period set forth in such provision, or (b) the applicable statute of limitations, the terms, conditions and warranties contained in this Agreement will survive for one month following the termination of this Agreement.

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Annex B - Sample Statement of Work

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Annex C – Inventory Product Warranty Policy

FOR THE AVOIDANCE OF DOUBT, THIS WARRANTY POLICY ONLY APPLIES TO INVENTORY PRODUCTS (E.G., PRODUCTS PROVIDED OUT OF TRACE3 INVENTORY) AND EXPLICITLY EXCLUDES PRODUCTS SOLD BY TRACE3 AND PROVIDED DIRECTLY FROM AN OEM OR DISTRIBUTOR.

1. Warranty. Trace3 warrants that Inventory Products purchased by Client from Trace3 will be free from defects in materials and/or workmanship when utilized in normal use for the Warranty Period (as defined below). This warranty is not transferable and applies to purchases directly by Client from Trace3 within the United States and Canada. Trace3 reserves the right to exclude specific products from this warranty.

   For the Warranty Period, Trace3's sole warranty obligation will be to provide replacement parts and materials necessary to maintain the Inventory Products in good operating condition. Inventory Products serial numbers must match Trace3 records for a warranty to be honored. If Trace3 provides replacement parts and the defective Inventory Product returned does not match Trace3's serial number records, Client hereby agrees to pay Trace3 for the replacement parts based on the original purchase price.

2. Warranty Period. The warranties provided under this Warranty Policy will extend for the following periods (the "***Warranty Period***") from the shipment date from Trace3 (the "***Purchase Date***"):

   a. Three years for all Dell EMC PowerEdge and HPE Proliant branded Inventory Products;

   b. 90 days for Inventory Products comprised of (i) complete systems or integrated technologies, and (ii) tape drives, cache/controller batteries and consumable media; and

   c. 30 days for individual or loose (*e.g.*, non-complete systems or unintegrated parts) purchased by entities that resell or transfer ownership of Trace3 Inventory Products, or for such Inventory Products purchased by and delivered to Clients outside of the United States and Canada.

3. Warranty Process. To obtain warranty service under the Trace3 warranty, Client must, within the Warranty Period, contact Trace3 with the part number and serial number of the Inventory Products. Trace3 will determine what items are covered under (x) the OEM warranty, and/or (y) the Trace3 warranty provided herein.

   a. *Inventory Product with OEM Warranty* – For Inventory Products purchased from Trace3 with an OEM warranty, the OEM's warranty will supersede, control and take precedence over any Trace3 warranty. At the Clients' request, Trace3 will help facilitate the OEM warranty process. Trace3's remaining warranty, if any, will take effect after the OEM's warranty period has expired. For example, if the OEM's warranty period is two years and Trace3's applicable Warranty Period is three years, then Trace3's warranty will apply for the one-year following expiration of the OEM's warranty period. Should Trace3, at its sole discretion, replace OEM's warranted Inventory Product on Client's behalf during the OEM's warranty period, Client will return the OEM provided replacement products to Trace3.

   b. *Inventory Product without OEM Warranty* – For Inventory Products purchased from Trace3 without an OEM's warranty (or which are outside of an OEM's warranty but still under Trace3's Warranty Period), Trace3 will attempt parts service using remote diagnosis or other service delivery methods at Trace3's sole discretion. If such parts service is unable to resolve the issue, Trace3 will provide advance parts replacement (*e.g.*, providing replacement product to Client in advance of receiving back the defective Inventory Product). This warranty does not cover hardware or software installation or maintenance costs for the replacement products. At Trace3's sole discretion, Trace3 may repair or replace defective Inventory Products (a) with new, refurbished or previously used Products or parts equivalent to new Products or parts in performance and reliability, or (b) with equivalent Products to an original Inventory Product that has been discontinued. Trace3 reserves the right to replace with equal or better technology without any incremental charges to Client. Replacement Products or parts are warranted to be free from defects for the remainder of the applicable Warranty Period. All component parts or hardware Products returned by Client to Trace3 under this warranty will become the property of Trace3. Trace3 will pay for ground shipping related to return of the repaired or replaced Product to Client.

   c. *Defective Inventory Product* – All defective Inventory Products must be returned to Trace3 within the specified timeframe after the replacement Product has been provided. Client is responsible for returning defective Inventory Products using the original or comparable packaging and for the safe transit of such Inventory Products. If such defective Inventory Product is not returned to Trace3 within the specified timeframe, Client will be invoiced for the replacement Product.

   d. *General*

      i. Client agrees to provide reasonable cooperation to Trace3 to facilitate and/or receive warranty services and replacement Product or parts. The Warranty Period is not extended as a result of (x) purchasing any additional Products from Trace3, (y) upgrading any purchased Products, or (z) Trace3 providing any replacement Product or parts. Client is responsible for backing up data and operating system software before returning any Inventory Products that may have

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proprietary information. Trace3 assumes no responsibility for lost data.

ii. For warranty claims not protected under the Advance Replacement Warranty, the defective Inventory Product will be treated as a depot repair which requires time for Trace3 to perform proper diagnostics and/or provide replacement of Products or parts.

iii. Trace3 assumes no responsibility for defective Inventory Product or replacement Product or parts during shipment from Client to Trace3 or from Trace3 to Client, whether within or outside of the Warranty Period.

iv. For depot repairs not covered by this warranty, Client is responsible for all labor, materials and shipping costs.

4. Exclusions. The warranty provided hereunder does not cover:

a. any Products not provided out of Trace3's inventory, including, without limitation, OEM or third-party software, software licensing & support, ownership transfer fees, revision level or software compatibility issues; or

b. any damages or defects to Inventory Products purchased from Trace3 caused under the following conditions: acts of God, terrorism, abuse, neglect, accident, misuse, power fluctuations, usage of parts or components not supplied by Trace3, unsupported components, shipping damage, failure to perform preventative maintenance, or damage caused by peripherals, software, viruses or from other external causes.

5. Extended Warranty Options.

a. At Trace3's sole discretion, extended warranty options may be made available to Client. Trace3 offers Clients a multi-year "Advance Replacement Warranty" for parts that extend the advance replacement warranty beyond the original 90-day Warranty Period. Such extended warranty options will be noted on Trace3's Quote, to the extent applicable. The Advance Replacement Warranty option is currently available for the following brands: Cisco, Dell EMC, Hewlett Packard Enterprise and Nimble. Other brands may be covered at Trace3's sole discretion.

b. No extended warranty options are available for tape drives, cache/controller batteries and consumable media purchased from Trace3.

6. GENERAL. THE WARRANTIES SET FORTH HEREIN ARE CLIENT'S SOLE AND EXCLUVIE REMEDY FOR DEFECTIVE INVENTORY PRODUCT. TRACE3 DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) WILL TRACE3 BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFIT, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTY, AND/OR THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF INVENTORY PRODUCTS SOLD BY TRACE3. TRACE3'S MAXIMUM LIABILITY FOR DAMAGES RELATED TO THIS WARRANTY WILL NOT EXCEED THE PURCHASE PRICE OF THE INVENTORY PRODUCTS PURCHASED WHICH IS THE SUBJECT OF THE CLAIM FOR SUCH DAMAGES. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREUNDER FAILS. CLIENT HAS ACCEPTED THIS DISCLAIMER OF LIABILITY FOR DAMAGES AS PART OF A BARGAIN TO LOWER THE PRICE OF THE INVENTORY PRODUCTS AND UNDERSTANDS THAT THE PRICE OF THE INVENTORY PRODUCTS WOULD BE HIGHER IF TRACE3 WERE REQUIRED TO BEAR ADDITIONAL LIABILITY FOR DAMAGES.

CITY OF WYOMING

Parks and Recreation | 1155 28th St. SW, Wyoming, MI 49509
616.530.3164 | Fax 616.249.3400 | wyomingmi.gov

STAFF REPORT

Date: February 19, 2025

Subject: Wyoming Senior Center HVAC Renovation

From: Lynn Clarke, Assistant Director
Chad Boprie, WSC Manager

Cc: Krashawn Martin, Director of Parks and Recreation

Meeting Date: March 3, 2025

RECOMMENDATION:

It is recommended City Council authorize the purchase and installation of materials needed to complete HVAC renovation project for a total of $12,745.00 to Peerbolt's Mechanical Contractors, Inc.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On February 18, 2025, the City received one bid for the purchase and installation of HVAC equipment for the Wyoming Senior Center HVAC Renovation. Twenty-seven (27) invitations to bid were sent to and/or downloaded by prospective bidders. Parks and Recreation staff evaluated the bid based on the understanding of the project, detail specifications provided, and references. Peerbolt's Mechanical Contractors, Inc. was the only bidder and met all specifications of the bid.

Therefore, it is recommended the City Council award the bid for the purchase and installation of identified HVAC equipment to Peerbolt's Mechanical Contractors, Inc for the bid prices shown on the attached tabulation sheet.

BUDGET IMPACT:

Funds for this project are budgeted in account number 251-701-69424-975.000.

TABULATION SHEET:

Peerbolt's Mechanical Contractors, Inc	$12,745	Wyoming Senior Center HVAC Renovation

Attachment:
Contract

CITY OF
WYOMING

WYOMING SENIOR CENTER HVAC RENOVATION 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: Peerbolt's Inc.
[Name of contracting entity]
A "S" Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
400 E. Washington Ave
[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: 3/4, 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: Peerbolt's Inc.

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

Date signed: 2-17-, 2025

CITY OF WYOMING

Parks and Recreation | 1155 28th St. SW, Wyoming, MI 49509
616.530.3164 | Fax 616.249.3400 | wyomingmi.gov

STAFF REPORT

Date: February 19, 2025

Subject: Wyoming Senior Center HVAC Replacement

From: Lynn Clarke, Assistant Director
Chad Boprie, WSC Manager

Cc: Krashawn Martin, Director of Parks and Recreation

Meeting Date: March 3, 2025

RECOMMENDATION:

It is recommended City Council authorize the purchase and installation of Trane 5-ton HVAC unit needed to complete HVAC replacement project for a total of $10,810.00 to Peerbolt's Mechanical Contractors, Inc.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On February 18, 2025, the City received three (3) bids for the purchase and installation of HVAC equipment for the Wyoming Senior Center HVAC Replacement. Twenty-seven (27) invitations to bid were sent to and/or downloaded by prospective bidders. Parks and Recreation staff evaluated the bid based on the understanding of the project, detail specifications provided, and references. Peerbolt's Mechanical Contractors, Inc. was the lowest bidder and met all specifications of the bid. Peerbolt's Mechanical Contractors, Inc has replaced all the existing units at the WSC and handles the HVAC Preventive Maintenance.

Therefore, it is recommended the City Council award the bid for the purchase and installation of identified HVAC equipment to Peerbolt's Mechanical Contractors, Inc. for the bid prices shown on the attached tabulation sheet.

BUDGET IMPACT:

Funds for this project are budgeted in account number 251-701-69424-975.000.

TABULATION SHEET:

Peerbolt's Mechanical Contractors, Inc	$10,810.00	Wyoming Senior Center HVAC Replacement
RMS	$13,770.00	Wyoming Senior Center HVAC Replacement
Lamphear Service Company	$23,325.00	Wyoming Senior Center HVAC Replacement

Attachment:
Contract

CITY OF
WYOMING

WYOMING SENIOR CENTER HVAC 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: Peerbolt's Inc.
[Name of contracting entity]
A "S" Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
400 E Washington Ave
[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: 3/4, 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: 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: 2-17, 2025

CITY OF WYOMING | PUBLIC WORKS

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

STAFF REPORT

Date: February 18, 2025

Subject: Plumbing Supplies

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Myron Erickson, Director of Public Works

Meeting Date: March 3, 2025

RECOMMENDATION:

It is recommended the City Council award the bid from ETNA Supply for as-needed plumbing supplies for the Drinking Water Plant and Wastewater Treatment Plant up to an estimated amount of $30,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant and the Wastewater Treatment Plant use a considerable amount of consumable plumbing and pipe supplies to perform in-house pump replacements, repair leaks, and for the replacement of common items such as pipes, valves, and fittings. The installation of new plumbing parts is an important aspect of maintenance responsibilities at both utility plants.

Therefore, the City solicited bids for the purchase of plumbing supplies which included a list of over 60 plumbing parts and pipe supplies routinely used at both plants. On Tuesday, February 18, 2025, bids were received from ETNA Supply and Ferguson Waterworks. The aggregate totals are shown in the following tabulation.

Upon review of the bids, ETNA Supply was the lowest aggregate cost. With locations in both Wyoming and Holland, ENTA Supply provides convenient access for efficient repairs and parts availability for emergency purchases. Therefore, it is recommended the City Council award the bid from ETNA Supply for the purchase of plumbing supplies.

TABULATION:

Bidder Name	Bid Amount
ETNA Supply	$16,971.94
Ferguson Waterworks	$18,702.60

BUDGET IMPACT:

Annual expenditures for plumbing supplies are an estimated total amount of $30,000 for the utility plants. Adequate funds exist and have been budgeted for in various Drinking Water Plant and Wastewater Treatment Plant accounts including 591-537-55300-775.000, 591-537-55900-775.000, 591-537-55800-775.000, 591-537-56100-775.000, 590-536-54300-775.000, 590-536-54800-775.000 & 590-536-54801-775.000.

Attachment: Tabulation Sheet

CITY OF
WYOMING

PLUMBING SUPPLIES
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: ETNA SUPPLY CO
[Name of supplying entity]
A WHOLESALE LLC
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
4901 CLAY AVE SW
[Supplier's street address]
GRAND RAPIDS MI 49548
[Supplier's city, state & zip]

Effective Date means: 2/3/, 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: _____
Heather Chapman, Deputy City Attorney

Contractor: ETNA SUPPLY CO.

By: _____
[Signature officer, director, or principal of Contractor]
DALTON POTGETER CUSTOMER SERVICE REP
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 2/18/, 2025

Exhibit B
Proposal

BID/PROPOSAL FORM

Bid/Proposal for Plumbing Supplies

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

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

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

Is the bidder a:	YES	NO
Section 3 Certified Contractor?	☐	☑

If yes, DUNS #: _____

Are you, or the business owner related to an elected official or employee of the City?	☐	☑

If yes, list individuals' name(s) and relationship(s):

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

Is the bidder a:	YES	NO
Woman Owned Company?	☐	☑
Minority Owned Company?	☐	☑

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

ETNA SUPPLY CO

PRICING SHEETS

State the bid price as per the specifications herein.

ITEM DESCRIPTION	QUANTITY	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	UNIT COST	TOTAL
CPVC SCHEDULE 80					
1/2"	100'		YES	$1.20	$120.00
3/4"	100'		YES	$1.63	$163.00
1"	100'		YES	$230.50	$230.50
2"	50'		YES	$533.25	$266.63
3"	50'		YES	$10.89	$544.50
1" COUPLING	10	829-010C	YES	$3.20	$32.00
1" 90 ELBOW	10	806-010C	YES	$3.25	$32.50
1" UNION	10	8097-010C	YES	$9.05	$90.50
1" TEE	10	817-010C	YES	$4.70	$47.00
1" BALL VALVE TRUE UNION	5	3629-010C	YES	$50.30	$251.50
2" BALL VALVE TRUE UNION	5	3629-020C	YES	$113.10	$565.50
Y STRAINER 1"	2	YS22C8-010C	YES	$352.80	$705.60
Y STRAINER 2"	2	YS22C8-020C	YES	$778.90	$1557.80
WELD-ON 724 SOLVENT CEMENT	2	782	YES	$38.65	$77.30
WELD-ON P-70 PRIMER	2	P-70	YES	$8.50	$17.00
CPVC TRUE UNION DIAPHRAGM VALVE					
3/4"	2	2729-007C	YES	$296.25	$592.50
1"	2	2729-010C	YES	$342.00	$684.00

ITEM DESCRIPTION	QUANTITY	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	UNIT COST	TOTAL
2"	2	2729-020C	YES	$416.50	$833.00
PVC SCHEDULE 80					
3/4"	50'		YES	$0.68	$33.83
1"	50'		YES	$1.01	$50.68
2"	50'		YES	$2.24	$112.00
2" COUPLING	10	829-020	YES	$4.15	$41.50
2" 90 ELBOW	10	806-020	YES	$3.35	$33.50
2" TEE	10	801-020	YES	$11.90	$119.00
PVC TRUE UNION BALL VALVE					
3/4"	5	3629-007	YES	$32.00	$160.00
1"	5	3629-010	YES	$38.10	$190.50
2"	5	3629-020	YES	$83.85	$419.25
STAINLESS BALL VALVE					
3/8"	5	100-962	YES	$23.25	$116.25
1/2"	5	100-903	YES	$16.45	$82.25
3/4"	5	100-904	YES	$21.50	$107.50
1"	5	100-905	YES	$30.95	$154.75
2"	5	100-908	YES	$80.70	$403.50
COPPER TUBING					
1/2"	50'		NO	$2.22	$111.00
3/4"	50'		NO	$3.63	$181.50
1"	50'		NO	$5.33	$266.50

ITEM DESCRIPTION	QUANTITY	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	UNIT COST	TOTAL
GALVANIZED STEEL NIPPLE					
2" X 2"	5		YES	$2.25	$11.25
1" X 4"	5		YES	$1.20	$6.00
½" X 6"	5		YES	$1.00	$5.00
LEAD FREE BRASS BALL VALVE					
1/2" PRESS	10	100-203G	YES	$14.30	$143.00
3/4" PRESS	10	100-204G	YES	$18.30	$183.00
1" PRESS	10	100-205G	YES	$24.70	$247.00
1/2" THREADED	10	94ALF-103-01A	YES	$6.75	$67.50
3/4" THREADED	10	94ALF-104-01A	YES	$10.95	$109.50
1" THREADED	10	94ALF-105-01A	YES	$16.45	$164.50
1/2" SWEAT	10	94ALF-203-01A	YES	$6.35	$63.50
3/4" SWEAT	10	94ALF-203-01A	YES	$10.15	$101.50
STAINLESS STEEL PIPE REPAIR CLAMP					
4"	1	FS1-514 X 75	YES	$87.80	$87.80
6"	1	FS1-724 X 75	YES	$105.65	$105.65
8"	1	FS1-939 X 75	YES	$123.90	$123.90
MEGALUG 1100 JOINT RESTRAINT					
6"	1	SERIES 1100	YES	$27.95	$27.95
8"	1	SERIES 1100	YES	$42.65	$42.65
MEGAFLANGE 2100 FLANGE ADAPTER					

ITEM DESCRIPTION	QUANTITY	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	UNIT COST	TOTAL
6"	1	SERIES 2100	YES	$129.40	$129.40
8"	1	SERIES 2100	YES	$204.50	$204.50
VICTAULIC 341 FLANGE ADAPTER					
4"	1	VIC 341	YES	$356.00	$356.00
6"	1	VIC 341	YES	$466.00	$466.00
VICTAULIC STYLE 31 COUPLING					
4"	1	VIC 31	YES	$355.00	$355.00
6"	1	VIC 31	YES	$450.00	$450.00
VICTAULIC GROOVED PIPE					
4" X 8'	1		NO	$165.00	$165.00
6" X 8'	1		NO	$255.00	$255.00
FLANGED DUCTILE IRON PIPE					
4" X 8'	1		YES	$663.00	$663.00
6" X 8'	1		YES	$811.00	$811.00
8" X 8'	1		YES	$1155.00	$1155.00
10" X 8'	1		YES	$1498.00	$1498.00
				TOTAL	$16,971.94

Is there a location within 15 miles of the City limits available for 24/7 emergency purchases? ✓ Yes ____ No

Delivery: State number of days required for deliveries from date of receipt of orders: 3-7 days. (IF IN STOCK)

Minimum order per delivery (no charge): $ Ø

RECEIVED FEB ... City Clerk

Address of Location within 15 miles of the Clean Water Plant: 2350 Ivanrest Avenue, Wyoming, MI 49418:

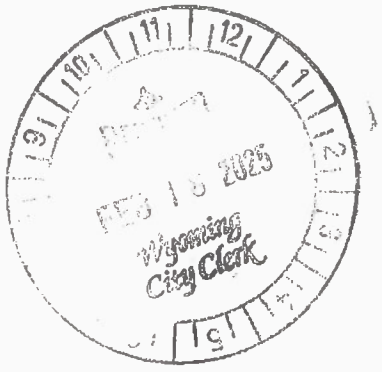
4901 CLAY AVE SW
STREET ADDRESS

GRAND RAPIDS	MI	49548	(616) 514-5295
CITY	STATE	ZIP CODE	PHONE NUMBER

Address of Location within 15 miles of the Drinking Water Plant; 16700 New Holland Street, Holland, MI 49424:

783 CHICAGO DR
STREET ADDRESS

HOLLAND	MI	49423	(616) 396-1717
CITY	STATE	ZIP CODE	PHONE NUMBER



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

ETNA SUPPLY CO.

Bid/Proposal Form Continued

ETNA SUPPLY CO
[Proponent's Complete Business Name]

[If Proponent is DBA include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

DALTON POTGETER
[Printed name and title of person signing]

Zech Potgeter
[Printed name and title of 2nd person signing]

Date signed: 2/03/25

4901 CLAY AVE SW
[Proponent's street address]

(616) 514-5295
[Proponent's business phone]

GRAND RAPIDS MI 49548
[City] [State] [Zip]

(616) 265-6513
[Cell phone number(s) of person(s) signing for proponent]

DALTONPOTGETER@ETNASUPPLY.COM
[E-mail address(s) of person(s) signing for proponent]

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

CONTRACT FORM

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

CITY OF WYOMING

Tabulation of Bids

2250 - Plumbing Supplies

Opened by the City Clerk on February 18, 2025 at 11:00 AM

ITEM DESCRIPTION	QUANTITY	ETNA SUPPLY CO.	FERGUSON ENTERPRISES
CPVC SCHEDULE 80			
1/2"	100'	$120.00	$115.92
3/4”	100'	$163.00	$157.87
1”	100'	$230.50	$231.90
2"	50'	$266.63	$270.53
3"	50	$544.50	$509.52
1” COUPLING	10	$32.00	$35.10
1” 90 ELBOW	10	$32.50	$35.70
1” UNION	10	$90.50	$99.10
1” TEE	10	$47.00	$51.70
1” BALL VALVE TRUE UNION	5	$251.50	$258.40
2" BALL VALVE TRUE UNION	5	$565.50	$635.50
Y STRAINER 1”	2	$705.60	$88.58
Y STRAINER 2”	2	$1,557.80	$298.48
WELD-ON 724 SOLVENT CEMENT	2	$77.30	$81.60
WELD-ON P-70 PRIMER	2	$17.00	$58.10
CPVC TRUE UNION DIAPHRAGM VALVE			
3/4”	2	$592.50	$611.88
1”	2	$684.00	$706.18
2”	2	$833.00	$1,163.22
PVC SCHEDULE 80			
3/4”	50'	$33.83	$35.42
1”	50'	$50.68	$52.20
2”	50'	$112.00	$115.32
2” COUPLING	10	$41.50	$49.50
2” 90 ELBOW	10	$33.50	$39.80
2” TEE	10	$119.00	$141.00
PVC TRUE UNION BALL VALVE			
3/4”	5	$160.00	$76.85
1”	5	$190.50	$104.75
2”	5	$419.25	$286.25
STAINLESS BALL VALVE			
3/8”	5	$116.25	$199.20
1/2"	5	$82.25	$199.20
3/4”	5	$107.50	$161.85
1”	5	$154.75	$362.80
2”	5	$403.50	$1,112.65

COPPER TUBING			
1/2"	50'	$111.00	$181.48
3/4"	50'	$181.50	$338.05
1"	50'	$266.50	$449.18
GALVANIZED STEEL NIPPLE			
2" X 2”	5	$11.25	$28.90
1" X 4”	5	$6.00	$20.10
½” X 6”	5	$5.00	$16.30
LEAD FREE BRASS BALL VALVE			
1/2" PRESS	10	$143.00	$146.00
3/4" PRESS	10	$183.00	$202.00
1" PRESS	10	$247.00	$284.50
1/2" THREADED	10	$67.50	$71.80
3/4" THREADED	10	$109.50	$110.50
1" THREADED	10	$164.50	$173.60
1/2" SWEAT	10	$63.50	$103.10
3/4" SWEAT	10	$101.50	$158.00
STAINLESS STEEL PIPE REPAIR CLAMP			
4”	1	$87.80	$164.94
6”	1	$105.65	$198.27
8”	1	$123.90	$233.14
MEGALUG 1100 JOINT RESTRAINT			
6”	1	$27.95	$30.63
8”	1	$42.65	$46.75
MEGAFLANGE 2100 FLANGE ADAPTER			
6”	1	$129.40	$141.75
8”	1	$204.50	$224.00
VICTAULIC 341 FLANGE ADAPTER			
4”	1	$356.00	$367.39
6”	1	$466.00	$338.35
VICTAULIC STYLE 31 COUPLING			
4”	1	$355.00	$228.02
6”	1	$450.00	$338.35
VICTAULIC GROOVED PIPE			
4” X 8’	1	$165.00	$600.06
6” X 8’	1	$255.00	$719.06
FLANGED DUCTILE IRON PIPE			
4” X 8’	1	$663.00	$683.28
6” X 8’	1	$811.00	$834.17
8” X 8’	1	$1,155.00	$1,191.17
10” X 8’	1	$1,498.00	$1,549.33

CITY OF WYOMING | PARKS AND RECREATION

1155 28th Street SW, Wyoming, MI 49509
616.530.3164 | wyomingmi.gov

STAFF REPORT

Date: February 25, 2025

Subject: Fertilizer

From: Tim Montgomery, Parks Maintenance Foreman

CC: Krashawn Martin, Director of Parks and Recreation

Meeting Date: March 3, 2025

RECOMMENDATION:

It is recommended City Council authorize the purchase of fertilizer from Advanced Turf Solutions at the bid prices shown on the tabulation sheet.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
    - Improve City Infrastructure and Service Reliability

DISCUSSION:

On Tuesday, February 25, 2025, the City received one bid for fertilizer. 120 invitations to bid were sent out and 20 bidders downloaded the bid specifications.

The City uses fertilizer to maintain its parks and municipal building properties. It's important that the City sets the standard for healthy weed free laws that add beauty to our landscapes. By having healthy turf, we help to create safe and attractive public spaces. Healthy turf reduces water run- off and erosion into our sewer systems. Healthy turf in athletic fields creates safer playing surfaces for recreation programs, reducing or preventing participant injury. Well maintained properties have a positive, direct impact on property values.

BUDGET IMPACT:

It is estimated the annual expenditure for fertilizer will total approximately $20,000.00. Funds for the purchase are available in various department accounts with the appropriate account being charged at the time of purchase.

Advanced Turf Solutions

				*If bidding "or equal"						
	Weight (per bag)	Sq. Ft. (Per bag)	Bid Price (Per Bag)	Manufacturer and Description	Weight (per bag)	Sq. Ft. (per Bag)	Bid Price (per bag)	Days for Delivery	Minimum Order	Below Minimum Order Charge
18-0-4 25% U-Plus w/.10% Dimension Pre-Emergent	50 Lbs.	No Bid	No Bid	Turf Care Supply 18-0-0 .125 Dimension All-N	50 Lb.	12,500	$18.83	2 to 7	40 Bags	$0.00
30-0-6 50% PCU (regular fertilizer)	50 Lbs.	No Bid	No Bid	ATS 30-0-6 50% XCU+Armament	50 Lb.	15,000	$19.92	2 to 7	40 Bags	$0.00
18-0-4 30% Polyplus w/Lockup extra 2 weed and feed	50 Lbs.	No Bid	No Bid	Anderson's 16-0-8 1.14% Escalade 25% N5-54	40 Lb.	10,000	$22.05	2 to 7	40 Bags	$0.00

CITY OF
WYOMING

FERTILIZER 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: Advanced Turf Solutions
[Name of contracting entity]
A Indiana - Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
12955 Ford Drive
[Contractor's street address]
Fishers, IN 46038
[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 10th, 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:

_____
[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: Advanced Turf Solutions

By: _____
[Signature officer, director, or principal of Contractor]
Stephen Lord / Sales Representative
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: February 10th, 2025

3.3.25
ME:jat

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR LARGE DIAMETER SANITARY SEWER INSPECTION AND ASSESSMENT
TO REDZONE ROBOTICS

WHEREAS:

1. On February 4, 2025, the City received five bids for large diameter sanitary sewer inspection and assessment.
2. The Public Works Department recommends that the City Council award the bid for large diameter sanitary sewer inspection and assessment to the low bidder, RedZone Robotics at a unit cost of $6.95 per linear foot for a multi-sensor sewer inspection for pipes sized 24”-66” in diameter.
3. The budget for the 2025 fiscal year is $250,000. Sufficient funds have been budgeted in the sewer maintenance account: 590-441-54200-930.000.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby award the bid for large diameter sanitary sewer inspection and assessment to the low bidder, RedZone Robotics.
2. The City Council does hereby authorize the City Manager to execute the contract for Large Diameter Sanitary Sewer Inspection and Assessment.

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

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held _____, 20__

_____
Kelli A. VandenBerg, City Clerk

ATTACHMENTS:
Staff Report
Contract – RedZone Robotics

CITY OF WYOMING | PUBLIC WORKS

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

STAFF REPORT

Date: February 12, 2025

Subject: Bid Award for Large Diameter Sanitary Sewer Inspection & Assessment

From: Jodie Theis, Public Services Supervisor

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

Meeting Date: March 3, 2025

RECOMMENDATION:

The Public Works Department recommends that the City Council award the bid for large diameter sanitary sewer inspection and assessment to the low bidder, RedZone Robotics at a unit cost of $6.95 per linear foot for a multi-sensor sewer inspection for pipes sized 24”-66” in diameter. It is also recommended that the City Council authorize the City Manager to execute the contract.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On February 4, 2025, the City received five bids for large diameter sanitary sewer inspection and assessment. Invitations to bid were sent to thirty-six bidders and bid specifications were requested by six pre-qualified bidders**.** RedZone Robotics submitted the low bid.

Inspecting the sanitary sewer lines identifies structural or operational problems that can be proactively repaired, thus eliminating the additional labor, equipment and material costs that occur during emergency repairs. Large diameter pipes run at a higher capacity, therefore requiring more than a regular video inspection to see the condition of the pipe. By doing a “multi-sensor” inspection, which includes video (CCTV), sonar and laser inspections, we are able to get a better picture of what the pipe looks like under the flow, as well as above the flow.

TABULATION:

CITY OF WYOMING

TABULATION OF BIDS
FOR LARGE DIAMETER SANITARY SEWER INSPECTION AND ASSESSMENT - BID # 2242
OPENED BY THE CITY CLERK ON FEBRUARY 4, 2025 AT 11:00 A.M. O'CLOCK

Item Description	Unit	Duke's Root Control	M.E. Simpson	National Power Rodding	Red Zone Robotics	Taplin Group
CCTV and Sonar Sewer Inspection – 24" to 36" Diameter	L.F.	N/A	N/A	$25.00	$5.95	$2.52
CCTV and Sonar Sewer Inspection – 37" to 48" Diameter	L.F.	N/A	N/A	$25.00	$5.95	$2.76
CCTV and Sonar Sewer Inspection – 49" to 66" Diameter	L.F.	N/A	N/A	$25.00	$5.95	$2.91
Laser Sewer Inspection – 24" to 36" Diameter	L.F.	N/A	N/A	$45.00	$1.30	$5.73
Laser Sewer Inspection – 37" to 48" Diameter	L.F.	N/A	N/A	$45.00	$1.30	$5.49
Laser Sewer Inspection – 49" to 66" Diameter	L.F.	N/A	N/A	$45.00	$1.30	$5.75
OR						
Multi-Sensor Sewer Inspection – 24" to 36" Diameter	L.F.	$12.50	$13.50	$35.00	$6.95	$7.75
Multi-Sensor Sewer Inspection – 37" to 48" Diameter	L.F.	$12.50	$13.50	$35.00	$6.95	$7.75
Multi-Sensor Sewer Inspection – 49" to 66" Diameter	L.F.	$12.50	$13.50	$35.00	$6.95	$7.75

BUDGET IMPACT:

The budget for the 2025 fiscal year is $250,000 for the sanitary sewer inspection and assessment. With the unit cost of $6.95 per linear foot, we will be able to inspect approximately 35,500 linear feet of the approximate 80,000 linear feet of large diameter pipe in the City. The City intends to inspect the remaining large diameter pipe in the next fiscal year.

Sufficient funds have been budgeted in the sewer maintenance account: 590-441-54200-930.000.

Attachment(s):
Contract

CONTRACT FORM

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

City Standard Contract for Large Diameter Sanitary Sewer Inspection and Assessment

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

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

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

"Contractor" means:

RedZone Robotics, Inc.
LEGAL NAME OF COMPANY

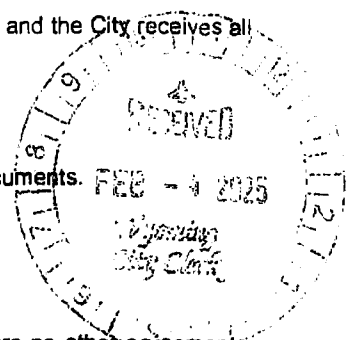
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

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

195 Thorn Hill Road, Suite 110
ADDRESS

Warrendale	PA	15086
CITY	STATE	ZIP CODE

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



Terms and Conditions

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

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

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

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

City of Wyoming:

By: _____
John Shay, City Manager

Date signed: 2/6, 2025

Approved as to form:

_____
Jeffrey Slugget, City Attorney (Interim)

Contractor:

RedZone Robotics, Inc.
[Type or print Contractor's name]

By: _____
Signature for bidder

Jaureen Blackett
Printed name of person signing for bidder

Controller
Title of person signing for bidder

Date signed: 1-30-2025, 202__

03/03/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT AN AMENDMENT
TO THE JANITORIAL SERVICES CONTRACT

WHEREAS:

1. On March 21, 2022, City Council approved resolution #27307 accepting a proposal from West Michigan Janitorial to provide janitorial services for various City buildings through March 22, 2025.
2. As detailed in the attached staff report, West Michigan Janitorial has provided the City with a contract amendment to extend their current pricing with a 9.8% increase through March 22, 2026.
3. It is recommended City Council accept the contract amendment.
4. It is estimated the City will spend approximately $24,400 per month for janitorial services.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a contract amendment from West Michigan Janitorial to provide janitorial services through March 22, 2026.
2. City Council authorizes the City Manager to sign the contract 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 March 3, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract Amendment

CITY OF WYOMING

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

STAFF REPORT

Date: February 11, 2025

Subject: Janitorial Services Contract

From: Troy Rinks, Facilities Foreman

CC: Myron Erickson, Director of Public Works

Meeting Date: March 3, 2025

RECOMMENDATION:

It is recommended that the City Council extend the Janitorial Services Contract with West Michigan Janitorial from March 22, 2025, through March 22, 2026, for janitorial services at the 62A District Court, City Hall, Public Works, Library, Public Safety and Wyoming Senior Center buildings.

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 City requires janitorial services to maintain cleanliness and sanitation at various City facilities, including 62A District Court, City Hall, Public Works, Library, Public Safety and Wyoming Senior Center buildings.

From at least 2016 through the end of 2021, the City contracted janitorial services with West Michigan Janitorial (WMJ). In late 2021, the City released a bid for Janitorial Services and awarded it to the low bidder who was not WMJ, beginning on January 1, 2022. By March of that year, the City had to terminate the contract with the low bidder due to poor performance and awarded the contract to the second lowest bidder and prior service provider, WMJ. This contract is set to expire on March 22, 2025, necessitating the approval of a contract extension to ensure continuity of services.

The 2022-2025 contract with WMJ was capped at a 3.5% increase each year. However, as their attached proposal letter indicates, wage and cost of living inflationary pressures over this same time period have exceeded these annual contractual increases. Since janitorial service work is labor intensive and very dependent on attracting and retaining competent personnel, it is

important to provide competitive wages. Therefore, and as detailed with specificity in their attached proposal letter, WMJ is proposing a 9.8% increase over the 2024 rates for the 2025 year.

The Senior Center staff have requested additional cleaning services for 2025 that are above what is specified in the current contract. The attached letter also includes this scope of work increase, which would result in a monthly price increase from $1,325 to $2,400.

WMJ has provided quality janitorial services for the City and has been very responsive to any issues that have come up. Additionally, in 2022 when the prior cleaning contractor failed to fulfill their duties, WMJ was able to quickly assist the City. Therefore, staff are recommending extending the existing contract with WMJ to ensure quality custodial services are provided at competitive costs, without the disruption that occurred in 2022.

BUDGET IMPACT:

Sufficient funds have been budgeted in various, appropriate departmental accounts.

ATTACHMENT:
WMJ Letter
Contract

CITY OF WYOMING

CONTRACT AMENDMENT

West Michigan Janitorial

This Contract Amendment is to the Janitorial Services Contract made as of March 15, 2022 (Effective Date) between the City of Wyoming (City) and West Michigan Janitorial. (Contractor)

RECITALS

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

TERMS AND CONDITIONS

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

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

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

City of Wyoming

By:_____
John Shay, City Manager

Date signed: _____, 2025

Approved as to form:

_____
Heather Chapman, Deputy City Attorney

West Michigan Janitorial

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

Greg Brouwer, President
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: Feb 18, 2025

EXHIBIT A
PROPOSAL

WEST MICHIGAN JANITORIAL

February 3rd, 2025
City of Wyoming
Attn: Aaron Vis and Troy Rinks
1155 28th St SW,
Wyoming MI 49509

Dear Aaron and Troy,

Thank you for your continued partnership with West Michigan Janitorial. It has been a privilege to serve the City of Wyoming since our return in March 2022, and we are grateful for the trust you've placed in us to maintain the City's facilities.

As we approach the renewal of our current agreement, we would like to propose a rate adjustment for 2025 to address inflationary pressures and align our pricing with the rising costs experienced over the past three years. While our contract allowed for annual increases of 3.5%, these adjustments did not fully account for increases in the Consumer Price Index (CPI-W) or the national Cost of Living Adjustments (COLA).

Below is a comparison of the annual increases built into our contract versus the actual COLA and CPI-W rates:

Year	WMJ Contract Increase (%)	COLA (%)	CPI-W (%)	Gap vs COLA (%)	Gap vs CPI-W (%)
2022	3.5	5.9	7.0	2.4	3.5
2023	3.5	8.7	6.2	5.2	2.7
2024	3.5	3.2	4.5	-0.3	1.0
Total				7.3	7.2

The cumulative gap over the past three years amounts to 7.3% compared to COLA and 7.2% compared to CPI-W. For 2025, the projected COLA is 2.5%, and the CPI-W for the Detroit area is projected to rise by 2.8%, resulting in an average economic increase of 9.8% when combining the historical gaps with the 2025 projections. To address these gaps, we propose an overall price increase of **9.8%** over our 2024 rates.
Below is a breakdown of the proposed 2025 monthly rates based on a 9.8% increase:

Building	2024 Contract Price ($)	2025 Proposed Price (9.8% Increase, $)
62A District Court	4,484	4,923.43
City Hall	3,591	3,942.92
Public Works Building	3,197	3,509.31
Library	5,580	6,125.64
Department of Public Safety – Police Bldg	4,075	4,474.35

Wyoming Senior Center	1,207	1,325.39

We also want to note that COLA for 2024 was 3.2%, and the projection for 2025 is 2.5%. We hope this signals that inflation is cooling, and we anticipate future increases to return to the more normal range of 2-3% annually, barring unexpected economic shifts. Additionally, potential Michigan legislation regarding Earned Sick Time Act (ESTA) and minimum wage increases may further impact our operational costs.
We believe this proposed adjustment is both reasonable and necessary to ensure the continued delivery of high-quality service. These increases will allow us to keep pace with inflation, maintain competitive wages for our team members, and address rising costs for supplies and operations.

Thank you again for the opportunity to serve the City of Wyoming. We look forward to continuing our partnership and welcome any questions or discussions regarding this proposal. Please feel free to reach out to me directly at 616-558-9552 or via email at gbrouwer@wmjanitorial.com.

Sincerely,

Greg Brouwer
President
West Michigan Janitorial

03/03/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT QUOTES FOR THE
PURCHASE OF DRINKING WATER FOUNTAINS

WHEREAS:

1. As detailed in the attached staff report, drinking water fountains at Prairie Park and Frog Hollow Park are in need of replacement.
2. It is recommended City Council accept a quote for the purchase of a drinking water fountain at Prairie Park in the total estimated amount of $4,995.00.
3. It is recommended City Council accept a quote for the purchase of a drinking water fountain at Frog Hollow Park in the total estimated amount of $3,980.00.
4. It is also recommended City Council accept a quote for the purchase of a new drinking water fountain at Kelloggsville Park in the total estimated amount of $3,380.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts quotes for the purchase of drinking water fountains in the total estimated amount of $12,355.00.
2. 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: May 3, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Sole Source Letter
Quotes (3)

CITY OF WYOMING | PARKS AND RECREATION

1155 28th Street SW, Wyoming, MI 49509
616.530.3164 | wyomingmi.gov

STAFF REPORT

Date: February 13, 2025

Subject: Drinking Fountain Replacements

From: Tim Montgomery, Parks Foreman

CC: Krashawn Martin, Director of Parks and Recreation

Meeting Date: March 3, 2025

RECOMMENDATION:

It is recommended City Council approve the purchase of 3 drinking fountains from Most Dependable Fountains, Inc. in the amount of $12,355.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Most Dependable Fountains, Inc has an exclusive design that is not sold elsewhere. The fountain design is used in all our parks including our most recent development of Gezon Park. No other fountain manufacturers were approached for pricing.

Most Dependable Fountains, Inc. has a unique fountain design in function, appearance and how it is installed and plumbed for water. Most Dependable Fountains, Inc. is a sole supplier of this design. Consistency in water fountains across the park system is advantages when repairs become necessary. It gives park maintenance staff the ability to have parts on hand and familiarity with how to repair the fountains quickly so that interruption to park visitors is minimized.

The three requested units will replace two fountains that have a “river rock” type of exterior that is cracking. These fountains are located at Prairie Park and Frog Hollow Park. The third fountain would be placed at Kelloggsville Park which currently does not have a fountain.

BUDGET IMPACT:

Funds are budgeted in account number 208-751-75600-975.000

MDF MOST DEPENDABLE FOUNTAINS, INC.™

January 7, 2025

Most Dependable Fountains, Inc. is the sole supplier of the MDF out-door drinking fountains and parts. Most Dependable Fountains, Inc. has an exclusive design that is not sold elsewhere.

Thank you,

Anita Beachum

Anita Beachum
National Sales Director
Most Dependable Fountains, Inc.

5705 Commander Dr. • Arlington, TN 38002
901-867-0039 • info@mostdependable.com • www.mostdependable.com

Quote

MOST DEPENDABLE FOUNTAINS, INC.
5705 Commander Dr. Arlington, TN 38002

Quote QTE80780
Date 1/8/2025
Page 1/1

Quoted by:

(901) 867-0039

Bill To: CITY OF WYOMIMG- MI
PARKS DEPT
PO BOX 905
WYOMING MI 49509-0905

Ship To: CITY OF WYOMIMG
CITY OF WYOMING
PARKS DEPT
2660 BURLINGAME AVENUE SW
WYOMING MI 49509

Purchase Order No.	Customer ID		Shipping Method	Payment Terms	Req Ship Date	Master No.
	616-249-3473			AT TIME OF ORDER	0/0/0000	153,326

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	485 EZ WMSS	485 EZ WMSS ADA DRINKING FOUNTAIN W/ CARRIER PLAT	EA	$0.00000	$2,805.00000	$2,805.00
1.000	BROWN	BROWN	EA	$0.00000	$0.00000	$0.00

PRODUCTION AND SHIPPING IS 8-10 WEEKS. 1 YEAR WARRANTY ON PARTS. CALIFORNIA TAXES SUBJECT TO CHANGE DUE TO SHIPPING
BRUCE QUOTE IS GOOD FOR SIX MONTH

Subtotal	$2,805.00
Freight	$575.00
Tax	$0.00
Total	$3,380.00

ONE YEAR WARRANTY. LABOR NOT INCLUDED
PRICES SUBJECT TO CHANGE WITHOUT NOTICE
CALIFORNIA SALES TAX IS SUBJECT TO CHANGE BASED ON SHIP TO ZIP CODE

Quote

MOST DEPENDABLE FOUNTAINS, INC.
5705 Commander Dr. Arlington, TN 38002

Quote QTE80782
Date 1/8/2025
Page 1/1

Quoted by:

(901) 867-0039

Bill To: CITY OF WYOMIMG- MI
PARKS DEPT
PO BOX 905
WYOMING MI 49509-0905

Ship To: CITY OF WYOMIMG
CITY OF WYOMING
PARKS DEPT
2660 BURLINGAME AVENUE SW
WYOMING MI 49509

Purchase Order No.	Customer ID		Shipping Method	Payment Terms	Req Ship Date	Master No.
	616-249-3473		FEDEX 85	AT TIME OF ORDER	0/0/0000	153,328

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	440 SMSS	440 SMSS ADA DRINKING FOUNTAIN	EA	$0.00000	$3,355.00000	$3,355.00
1.000	GREEN	GREEN	EA	$0.00000	$0.00000	$0.00
1	10" EXTERNAL RING	MDF - 10" EXTERNAL RING	EA	$0.00000	$0.00000	$0.00

PRODUCTION AND SHIPPING IS 8-10 WEEKS. 1 YEAR WARRANTY ON PARTS. CALIFORNIA TAXES SUBJECT TO CHANGE DUE TO SHIPPING
BRUCE QUOTE IS GOOD FOR SIX MONTH

Subtotal	$3,355.00
Freight	$625.00
Tax	$0.00
Total	$3,980.00

ONE YEAR WARRANTY. LABOR NOT INCLUDED
PRICES SUBJECT TO CHANGE WITHOUT NOTICE
CALIFORNIA SALES TAX IS SUBJECT TO CHANGE BASED ON SHIP TO ZIP CODE

Quote

MOST DEPENDABLE FOUNTAINS, INC.
5705 Commander Dr. Arlington, TN 38002

Quote QTE80784
Date 1/8/2025
Page 1/1

Quoted by:

(901) 867-0039

Bill To: CITY OF WYOMIMG- MI
PARKS DEPT
PO BOX 905
WYOMING MI 49509-0905

Ship To: CITY OF WYOMIMG
CITY OF WYOMING
PARKS DEPT
2660 BURLINGAME AVENUE SW
WYOMING MI 49509

Purchase Order No.	Customer ID		Shipping Method	Payment Terms	Req Ship Date	Master No.
	616-249-3473			AT TIME OF ORDER	0/0/0000	153,330

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	440 SMSSFA	440 SMSSFA ADA DRINKING FOUNTAIN	EA	$0.00000	$3,355.00000	$3,355.00
1	PET FTN ATT.SMS	ATTACHED PET FOUNTAIN	EA	$0.00000	$1,040.00000	$1,040.00
1.000	BROWN	BROWN	EA	$0.00000	$0.00000	$0.00
1	10" EXTERNAL RING	MDF - 10" EXTERNAL RING	EA	$0.00000	$0.00000	$0.00

PRODUCTION AND SHIPPING IS 8-10 WEEKS. 1 YEAR WARRANTY ON PARTS. CALIFORNIA TAXES SUBJECT TO CHANGE DUE TO SHIPPING
BRUCE QUOTE IS GOOD FOR SIX MONTH

Subtotal	$4,395.00
Freight	$600.00
Tax	$0.00
Total	$4,995.00

ONE YEAR WARRANTY. LABOR NOT INCLUDED
PRICES SUBJECT TO CHANGE WITHOUT NOTICE
CALIFORNIA SALES TAX IS SUBJECT TO CHANGE BASED ON SHIP TO ZIP CODE

03/03/25
Purchasing/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A PROPOSAL FROM
HEYBOER LANDSCAPE MAINTENANCE, INC. TO PROVIDE
LAWN CARE AND LEAF REMOVAL SERVICES
AT FERRAND AND SOUTHLAWN PARKS

WHEREAS:

1. City Council accepted a proposal from Heyboer Landscape Maintenance, Inc. to provide lawn care and leaf removal services at Ferrand and Southlawn Parks on April 1, 2024 via Resolution #28011.
2. As detailed in the attached staff report, Heyboer Landscape Maintenance, Inc. has submitted a proposal to extend their 2024 pricing for the 2025 season.
3. It is recommended City Council accept the proposal.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Heyboer Landscape Maintenance, Inc. to provide lawn care and leaf removal services at Ferrand and Southlawn Parks.
2. City Council authorizes the City Manager to sign the contract.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: March 3, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Proposal

CITY OF WYOMING | PARKS AND RECREATION

1155 28th Street SW, Wyoming, MI 49509
616.530.3164 | wyomingmi.gov

STAFF REPORT

Date: February 12, 2025

Subject: Lawn Care and Leaf Removal Services

From: Tim Montgomery, Parks Foreman

CC: Krashawn Martin, Parks and Recreation Director

Meeting Date: March 3, 2025

RECOMMENDATION:

It is recommended the City Council award the lawn care and leaf removal services to Heyboer Landscape Maintenance for the sum of $10,438.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

In the spring of 2024, the City Council awarded Heyboer Landscape Maintenance lawn care services at Southlawn Park and leaf removal services at Ferrand Park. Heyboer Landscape Maintenance has offered to extend their 2024 quoted prices for the 2025 season.

The City of Wyoming contracts lawn care services at Southlawn and Ferrand Parks annually. At Southlawn Park, the contract is from April through December and includes lawn cutting, trimming, edging walks and curbs and fall lawn and leaf cleanup. The Ferrand Park contract covers the fall season only and includes leaf removal.

TABULATION:

Southlawn Park	$3,350.00
Ferrand Park	$7,088.00

BUDGET IMPACT:

Funds are budgeted in account number 208-751-75600-930.000 for the before mentioned services.

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: Heyboer Landscape Maintenance, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
4735 8th St
[Contractor's street address]
Caledonia, MI 49316
[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: March 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 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__

Heyboer Landscape Maintenance, Inc.

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

Date signed: 02/12/2025, 20__

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).

Heyboer Landscape Maintenance, Inc.
4735 – 8th Street
Caledonia, MI 49316
616-877-4077 | office@heyboerlandscape.com

February 10, 2025

City of Wyoming
Southlawn Park
4125 Jefferson Ave SE
Grand Rapids, MI 49548

Heyboer Landscape Maintenance, Inc. Contract
April 1, 2025 – November 30, 2025

Lawn Contract to include:

- Fall Cleanup of Lawn and Shrub Bed Areas (2 – 3 X's)
- Cutting & Trimming Lawn Areas Weekly
- Edging Walks and Curbs Bi-Weekly

Apr – Nov 2025 - Lawn Maintenance **Total Cost - $3,350.00** **Monthly Cost - $418.75**

1. Contractor is not held liable for damages incurred as a result of negligence on the part of the purchaser or lack of compliance with specified instructions of recommendations of the contractor related to the above service.
2. Service Charges will be added to all accounts due over 30 days at 1 ½ percent per month. (annual rate of 18%)
3. The undersigned agrees to and understands the full terms of this contract and their responsibilities set forth in this contract.
4. Heyboer Landscape Maintenance, Inc. reserves the right to assess a fuel surcharge on the proposed seasonal amount. This surcharge would not exceed 3% of the seasonal rate if assessed.
5. Heyboer Landscape Maintenance, Inc. shall not be liable to clients, guests, customers, employees, or any persons or entitles for damage, injury, losses, deaths or claims of any kind or nature caused by the conditions of the client's surfaces. The client, therefore, holds Heyboer Landscape Maintenance, Inc., officers and its' employees harmless there from.

Customer _____ Date _____

Heyboer Landscape Maintenance, Inc.
4735 – 8th Street
Caledonia, MI 49316
616-877-4077 | office@heyboerlandscape.com

February 10, 2025

City of Wyoming
Ferrand Park
4760 Byron Center Ave
Wyoming, MI 49519

Heyboer Landscape Maintenance, Inc. Contract
Fall Clean-Up

Lawn Contract to include:

Fall Clean-Up (includes 2 visits for leaf removal and transport of leaves to city recycle area)

2025 - Lawn Maintenance (Fall Clean-Up Only) **Total Cost - $7,088**

1. Contractor is not held liable for damages incurred as a result of negligence on the part of the purchaser or lack of compliance with specified instructions of recommendations of the contractor related to the above service.
2. Service Charges will be added to all accounts due over 30 days at 1 ½ percent per month. (annual rate of 18%)
3. The undersigned agrees to and understands the full terms of this contract and their responsibilities set forth in this contract.
4. Heyboer Landscape Maintenance, Inc. reserves the right to assess a fuel surcharge on the proposed seasonal amount. This surcharge would not exceed 3% of the seasonal rate if assessed.
5. Heyboer Landscape Maintenance, Inc. shall not be liable to clients, guests, customers, employees, or any persons or entitles for damage, injury, losses, deaths or claims of any kind or nature caused by the conditions of the client's surfaces. The client, therefore, holds Heyboer Landscape Maintenance, Inc., officers and its' employees harmless there from.

Customer _____ Date _____

I spoke with Nick and he has agreed to keep the pricing the same as 2024 for both Ferrand & Southlawn Parks.
I have attached updated contracts for both.

Thank you,
Amanda Alessi
Heyboer Landscape Maintenance, Inc.

03.03.25
LC/Parks & Rec

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER AND CITY CLERK TO SIGN AN AGREEMENT WITH BOREDOM FIGHTERS FOUNDATION TO ALLOW THEM TO TEACH MUSIC PRODUCTION CLASSES THROUGH THE PARKS AND RECREATION DEPARTMENT.

WHEREAS:

1. The City of Wyoming and Boredom Fighters Foundation have an established mission to serve and enrich the quality of life for citizens;
2. Second Ward Council Member, Marissa Postler, has provided disclosures as required by the City Charter, that the Grand Rapids Chapter Leader for Boredom Fighters Foundation is Aaron Schwallier, the Council Member's spouse, and that the Council Member has a pecuniary interest in the contract;
3. The services to be provided are available only from Boredom Fighters Foundation and comparable services from another source would be unacceptable, such that comparative prices cannot be obtained;
4. City Charter section 5.12 allows the City to enter into contracts wherein a Council Member or their spouse has a pecuniary interest when by a five-sixths vote of the Council Members with no interest in the contract the City Council determines that entering into the contract will serve the best interests of the City.

NOW THEREFORE BE IT RESOLVED:

1. The best interests of the City will be served by the Parks and Recreation Department entering into the attached agreement with Boredom Fighters Foundation.

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

I certify that this Resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on March 3, 2025.

_____
Kelli A. VandenBerg, City Clerk

Attachments:
Staff Report
Contract
Conflict of Interest Letter

Resolution No. _____

CITY OF WYOMING

Parks and Recreation | 1155 28th St. SW, Wyoming, MI 49509
616.530.3164 | Fax 616.249.3400 | wyomingmi.gov

STAFF REPORT

Date: February 18, 2025

Subject: Contract with Boredom Fighters

From: Lynn Clarke, Assistant Director
Josh Sweedyk, Athletics and Recreation Programmer

Cc: Krashawn Martin, Director of Parks and Recreation

Meeting Date: March 3, 2025

RECOMMENDATION:

It is recommended City Council authorize entering into a contract with Boredom Fighters to offer music production classes to the City of Wyoming Citizens.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – COMMUNITY
  - GOAL 3 – Enhance community engagement and recreational opportunities for our residents.

DISCUSSION:

On July 22, 2024, Parks and Recreation staff met for an introductory meeting with Boredom Fighters. Aaron Schwallier, Grand Rapids Chapter Leader, informed staff on the mission and vision of Boredom Fighters and how he felt it could be a service to the citizens of Wyoming. He also stated how this is a unique service to this area. No other non-profit or for profit is teaching music production in the area. Staff asked Aaron to help get the word out by volunteering at events with his equipment and set up so the community could get to know him. Aaron was at a soccer Saturday, Trick or Treat Trail and Wrap Up Wyoming introducing kids to the world of music production. At the conclusion of these events, we engaged with Aaron to see if it was possible that this could be a program offered by the Parks and Recreation Department. The process began and Aaron provided the necessary documentation to enter a contract with the City of Wyoming Parks and Recreation Department in an 80/20 split not to exceed $5000 for a fiscal year.

BUDGET IMPACT:

Funds for this project are budgeted in account number 208.751.76100.956.000

Attachment:
Contract
Letter from Councilwoman Postler

CITY OF WYOMING

PARKS AND RECREATION SERVICES CONTRACT

This Parks and Recreation Services Contract is made as of January 13, 2025 between the City of Wyoming (the "**City**"), a Michigan municipal corporation with the address of at 1155 28th St SW, Wyoming, MI 49509 and Boredom Fighters Foundation 1016 23rd Ave Longmont, CO 80501 ("**Contractor**").

RECITALS

A. The City, as part of myriad recreational and leisure opportunities, wishes to provide music production classes at various Parks and Recreation Facilities.

B. Contractor's purpose is to provide music production classes with the mission of building additional skills for the youth of our community.

TERMS AND CONDITIONS

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

1. Contractor's Services.

A. Contractor will provide music production classes at times agreeable upon by the instructor and the City of Wyoming Parks and Recreation Department.
B. Contractor will set minimum and maximum participation numbers for the program. If the minimum number of participants is not reached, Contractor may cancel the program.
C. Contractor will provide all needed equipment to teach the class.
D. Contractor may require individuals to bring equipment if it is stated as part of the advertised program.

2. City Obligations.

A. The City will pay Contractor 80% of all revenue collected for the class.
B. The City will supply an indoor area to hold the class.
C. The City will take program registrations.
D. Payment by City to Contractor will be made within 30 days of invoice.

3. City Standard Terms and Conditions.

A. Contractor will provide positive interactions and will engage participants with civility, professionalism, and courtesy.
B. Contractor and Contractor's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.
C. 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.
D. Neither Contractor nor any subcontractor is 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 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.

5. 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.

6. 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.

7. 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.

C. Contractor has and will maintain general liability insurance covering Contractor and Contractor's directors, officers and employees for all acts, omissions and statements related to the performance of Contractor's services under this Contract. Upon City's request, Contractor will provide City copies of certificates of insurance, policies and endorsements.

8. Term and Termination. This Contract shall be in effect until June 30, 2026. However, either party may terminate this Contract upon 7 days' prior written notice to the other party.

9. General Provisions.

A. This is the entire agreement between the parties as to its subject matter. It may not be amended or modified except in writing signed by both 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 Contract. However, the recitals are an integral part of this Contract. This Contract was made in Kent County, Michigan and the rights and obligations of the parties under this Contract shall be governed by, and construed and interpreted in accordance with, Michigan law.

B. To the extent permitted by law, the jurisdiction and venue for any action brought under this Contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, 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.

C. No individuals or entities other than the parties are intended to be beneficiaries of this Contract.

D. References to any City officers or employees by title include that individual's designees and superiors.

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

CITY OF WYOMING

By:_____
John Shay, City Manager

Date signed: _____, 2025

Approved as to form:

_____
Heather Chapman, Deputy City Attorney

Boredom Fighters

By:_____
Aaron Schwallier
Grand Rapids Chapter Leader
Boredom Fighters Foundation

Date signed: 2/14, 2025

February 3, 2025

Mr. Kent Vanderwood, Mayor
City of Wyoming
1155 28th Street SW
PO Box 905
Wyoming, MI 49509

Re: Conflict of Interest Disclosure – Boredom Fighters Foundation

Dear Mayor Vanderwood:

I write to disclose a conflict of interest pertaining to a contract that may come before the City Council for approval. It is my understanding that the City's Parks and Recreation Department intends to recommend that the City enter into a contract with Boredom Fighters Foundation ("BFF") to provide music production classes.

My husband, Aaron Schwallier, and I are representatives of BFF. If the proposed contract is approved, we would perform the services under the contract. As a result, my husband and I have a pecuniary interest in the contract. I expect the direct benefit to me and my husband as a result of the contract to be no more than $5,000.

Per the requirements of the Contracts of Public Servants with Public Entities Act, MCL 15.321 *et seq.*; Wyoming Charter, §§ 5.12 and 6.7; Wyoming Code, § 2-1 to 2-6; and City Council Policy Manual, § 1.05, I am disclosing our pecuniary interest in the proposed BFF contract and my conflict of interest in the matter. If the proposed BFF contract comes before the City Council for consideration, I intend to refrain from any involvement in discussion or consideration of the contract, and I intend to abstain from any vote on the contract. Please take all necessary steps to ensure this disclosure is made a matter of public record as required by MCL 15.323(2)(a) and (2)(a)(*i*).

Sincerely,

Marissa Postler
2nd Ward Council Member
City of Wyoming

cc: Wyoming City Council
Wyoming City Clerk

3.3.25
ME:jat

RESOLUTION NO. _____

RESOLUTION TO EXTEND A BID
FOR CURBSIDE LEAF AND BRUSH COLLECTION AND DISPOSAL
TO ARROWASTE, INC.

WHEREAS:

1. On July 18, 2022, the City Council awarded the bid for Curbside Leaf and Brush Collection and Disposal to Arrowaste, Inc. as referenced with Resolution #27434.
2. Arrowaste, Inc. has agreed to a Contract Extension through December 2027, with a unit cost of $315/Ton in 2025, a unit cost of $325/Ton in 2026 and a unit cost of $340/Ton in 2027. This is a 5% increase for 2025, a 3% increase for 2026 and a 4.5% increase for 2027.
3. The Public Works Department anticipates spending approximately $47,000 in calendar year 2025 for the curbside leaf and brush collection and disposal. Sufficient funds have been budgeted in the Solid Waste Disposal Services Account, 228-441-44300-956.000.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby extends the bid for curbside leaf and brush collection and disposal to Arrowaste, Inc.
2. The City Council does hereby authorize the City Manager to execute the Contract Amendment #1 for Curbside Leaf and Brush Collection and Disposal.

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

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held _____, 20__

_____
Kelli A. VandenBerg, City Clerk

ATTACHMENTS:
Staff Report
Proposal Letter – Arrowaste, Inc.
Contract Amendment #1 – Arrowaste, Inc.

CITY OF WYOMING | PUBLIC WORKS

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

STAFF REPORT

Date: February 24, 2025

Subject: Bid Extension for Curbside Leaf and Brush Collection and Disposal

From: Jodie Theis, Public Services Supervisor

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

Meeting Date: March 3, 2025

RECOMMENDATION:

The Public Works Department recommends that the City Council extends the bid for curbside leaf and brush collection and disposal to Arrowaste, Inc. per the rates shown on the attached proposal letter. It is also recommended that the City Council authorize the City Manager to execute the contract.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On July 18, 2022, the City Council awarded the bid for Curbside Leaf and Brush Collection and Disposal to Arrowaste, Inc. as referenced with Resolution #27434. Arrowaste, Inc. has agreed to a Contract Extension through December 2027, with a unit cost of $315/Ton in 2025, a unit cost of $325/Ton in 2026 and a unit cost of $340/Ton in 2027. This is a 5% increase for 2025, a 3% increase for 2026 and a 4.5% increase for 2027.

The curbside leaf and brush removal bid consists of the pick-up and disposal of leaves, grass clippings and brush located at the curbside for each residential property in the City on the first Saturday in December. This provides the residents another option for yard waste disposal, decreasing the potential for street flooding caused by plugged catch basins and improving the aesthetics of the City's neighborhoods.

BUDGET IMPACT:

The pricing is based on a minimum of 100 tons; however, it is anticipated that approximately 150 tons of leaf and brush will be collected each fiscal year. The Public

Works Department anticipates spending approximately $47,000 in calendar year 2025 for the curbside leaf and brush collection and disposal. Sufficient funds have been budgeted in the Solid Waste Disposal Services Account, 228-441-44300-956.000.

Attachment(s):
Proposal Letter – Arrowaste, Inc.
Contract Amendment #1 – Arrowaste, Inc.

Arrowaste

P.O. Box 828 Jenison, MI 49428
(616) 748-1955
Fax: (616) 748-1958

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

Jodie,

Arrowaste Inc would be interested in extending the purchase contract with the City of Wyoming for the Curbside Leaf Pickup service. My proposed pricing for the next 3 years is as follows:

2025 = $315/ton
2026 = $325/ton
2027 = $340/ton

**minimum 100 tons, estimated quantity of 150 tons.

Thank you for the opportunity to continue to serve the City of Wyoming.

Jim Huisenga
Arrowaste, Inc.

CITY OF WYOMING

CONTRACT AMENDMENT #1

Arrowaste, Inc.

This Contract Amendment is to the City Standard Contract for Curbside Leaf and Brush Collection & Disposal (2022-2024) made as of July 18, 2022 (Effective Date) between the City of Wyoming (City) and Arrowaste, Inc. (Contractor)

RECITALS

A. City wishes to add an additional 3 years of service to the Curbside Leaf and Brush Collection & Disposal Contract. (Added Services).
B. Contractor submitted a proposal for the additional services, copy of which is attached as Exhibit A (Proposal):

TERMS AND CONDITIONS

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

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

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

City of Wyoming

By:_____
John Shay, City Manager

Date signed: _____, 2025

Approved as to form:

Heather Chapman, Deputy City Attorney

Arrowaste, Inc.

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

Jim Huisenga Sales Mgr.
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: Feb. 24, 2025

EXHIBIT A
PROPOSAL

Arrowaste

P.O. Box 828 Jenison, MI 49428
(616) 748-1955
Fax: (616) 748-1958

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

Jodie,

Arrowaste Inc would be interested in extending the purchase contract with the City of Wyoming for the Curbside Leaf Pickup service. My proposed pricing for the next 3 years is as follows:

2025 = $315/ton
2026 = $325/ton
2027 = $340/ton

**minimum 100 tons, estimated quantity of 150 tons.

Thank you for the opportunity to continue to serve the City of Wyoming.

Jim Huisenga
Arrowaste, Inc.

CONTRACT FORM

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

City Standard Contract for Curbside Leaf and Brush Collection & Disposal (2022 – 2024)

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

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

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

"Contractor" means:

Arrowaste, Inc.
LEGAL NAME OF COMPANY

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

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

1296 Chicago Dr.
STREET ADDRESS

Jenison MI 49428
CITY STATE ZIP CODE

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

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. No payment bond is required. No performance bond or other form of performance assurance is required.
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: July 18, 2022

Contractor

By: _____
Signature of Bidder

Jim Huisenga
Printed Name of Bidder

Sales Manager
Title

Date signed: 6-23-22

Approved as to form:

_____
Scott G. Smith, City Attorney