

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

1) Call to Order

2) Invocation – Mike Young – New Hall Christian Fellowship

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 January 20, Regular Meeting and the January 20, 2025 Special Meeting

6) Approval of Agenda

7) Public Hearings (none)

If you wish to speak to an item during a public hearing, you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.

8) Public Comment on Agenda Items

This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.

9) Presentations and Proclamations (none)

a) Presentations

b) Proclamations

10) Petitions and Communications (none)

a) Petitions

b) Communications

11) Reports from City Officers (none)

a) From City Council

b) From City Manager

12) Budget Amendments (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) Of Appreciation to Jack Poll for His Service as a Member of the Board of Review and Officer's Compensation Commission

b) Of Appreciation to Amanda Remo for Her Service as a Member of the Board of Review

- c) Of Appreciation to Gregory King for His Service as a Member of the Greater Wyoming Community Resource Alliance
- d) To Appoint Kofi Effraim as a Member of the Officer's Compensation Commission
- e) To Set a Date for a Public Hearing on a Proposed Brownfield Plan for Eligible Activities Conducted at 1420 28th St SW, 1440 28th St SW, and 1410 28 West Place SW (February 17, 2025, at 7:01p.m.)

14) Resolutions

- a) Approving City Manager Incentive Bonus and Performance Review Policy and 2024-2025 City Manager Incentive Bonus Criteria
- b) To Eliminate Unnecessary Confusion and Re-Name the City's Utility Plants
- c) To Authorize The Mayor and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company

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

- a) To Accept a Proposal for Exterior and Flagpole Lighting at the Wyoming Public Library
- b) To Accept and Distribute Grant Funding Received from The Office of Highway Safety Planning (Budget Amendment No. 30)
- c) To Accept a Proposal from Arrowhead Upfitters, Inc. to Upfit Police Vehicles
- d) To Accept a Proposal for Hydraulic Modeling Engineering Services
- e) To Authorize the Mayor and City Clerk to Execute an Agreement with Georgetown Township for the Construction of a New Watermain on Kenowa Avenue South of 56th Street
- f) To Accept a Proposal for the Purchased of Turbidity Probes for the Clean Water Plant
- g) To Accept a Proposal for Underwater Intake Inspection
- h) To Concur with Change Order Number Two for the Water Treatment Plant Discharge Valve Upgrade Project

16) Ordinances

- 4-25 To Amend Chapter 70 of the City Code by Adding Article V to Regulate the Use of Public Multi-Use Trails, Bicycle Lanes, and Sidewalks and to Repeal Article IV of Chapter 78, Entitled "Bicycles" (Final Reading)

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 – Negotiation of a Collective Bargaining Agreement

20) Adjournment

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

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

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

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO JACK POLL FOR HIS SERVICE
AS A MEMBER OF THE BOARD OF REVIEW AND OFFICER'S COMPENSATION
COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. Jack Poll has served faithfully and effectively as a member of the Board of Review and Officer's Compensation Commission since 2022.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Jack Poll for his dedicated service as a member of the Board of Review and Officer's Compensation Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO AMANDA REMO FOR HER SERVICE
AS A MEMBER OF THE BOARD OF REVIEW
OF THE CITY OF WYOMING

WHEREAS:

1. Amanda Remo has served faithfully and effectively as a member of the Board of Review since 2014.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Amanda Remo for her dedicated service as a member of the Board of Review.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO GREGORY KING FOR HIS SERVICE
AS A MEMBER OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
OF THE CITY OF WYOMING

WHEREAS:

1. Gregory King has served faithfully and effectively as a member of the Greater Wyoming Community Resource Alliance since 2022.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Gregory King for his dedicated service as a member of the Greater Wyoming Community Resource Alliance.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT KOFI EFFRAIM AS A MEMBER OF THE
OFFICER'S COMPENSATION COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Kofi Effraim to the Officer's Compensation Commission for the unexpired term ending June 30, 2028.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A DATE FOR A PUBLIC HEARING ON A PROPOSED
BROWNFIELD PLAN FOR ELIGIBLE ACTIVITIES CONDUCTED AT 1420 28TH ST SW,
1440 28TH ST SW, AND 1410 28 WEST PLACE SW

WHEREAS:

1. The City of Wyoming Brownfield Redevelopment Authority (the "Authority"), has prepared and recommended a Brownfield Plan to provide reimbursement for eligible activities at 1420 and 1440 28th Street Southwest and 1410 28 West Place Southwest, pursuant to the Brownfield Redevelopment Financing Act, 1996 PA 381, MCL 125.2651 *et seq.* ("Act 381").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council shall hold a public hearing on February 17, 2025 at its regular meeting at 7:01 p.m. local time on the proposed amendment to the City of Wyoming Brownfield Redevelopment Authority Brownfield Plan to provide reimbursement for eligible activities at 1420 and 1440 28th Street Southwest and 1410 28 West Place Southwest.
2. Notice shall be given in the form attached as **Exhibit A**.
3. All resolutions and parts of resolutions are, to the extent of any conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

No

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

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Attachments: Exhibit A

EXHIBIT A

**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).

**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



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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- 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 Activities (15%)	\$ 391,866
<i>Subtotal</i>	\$ 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.

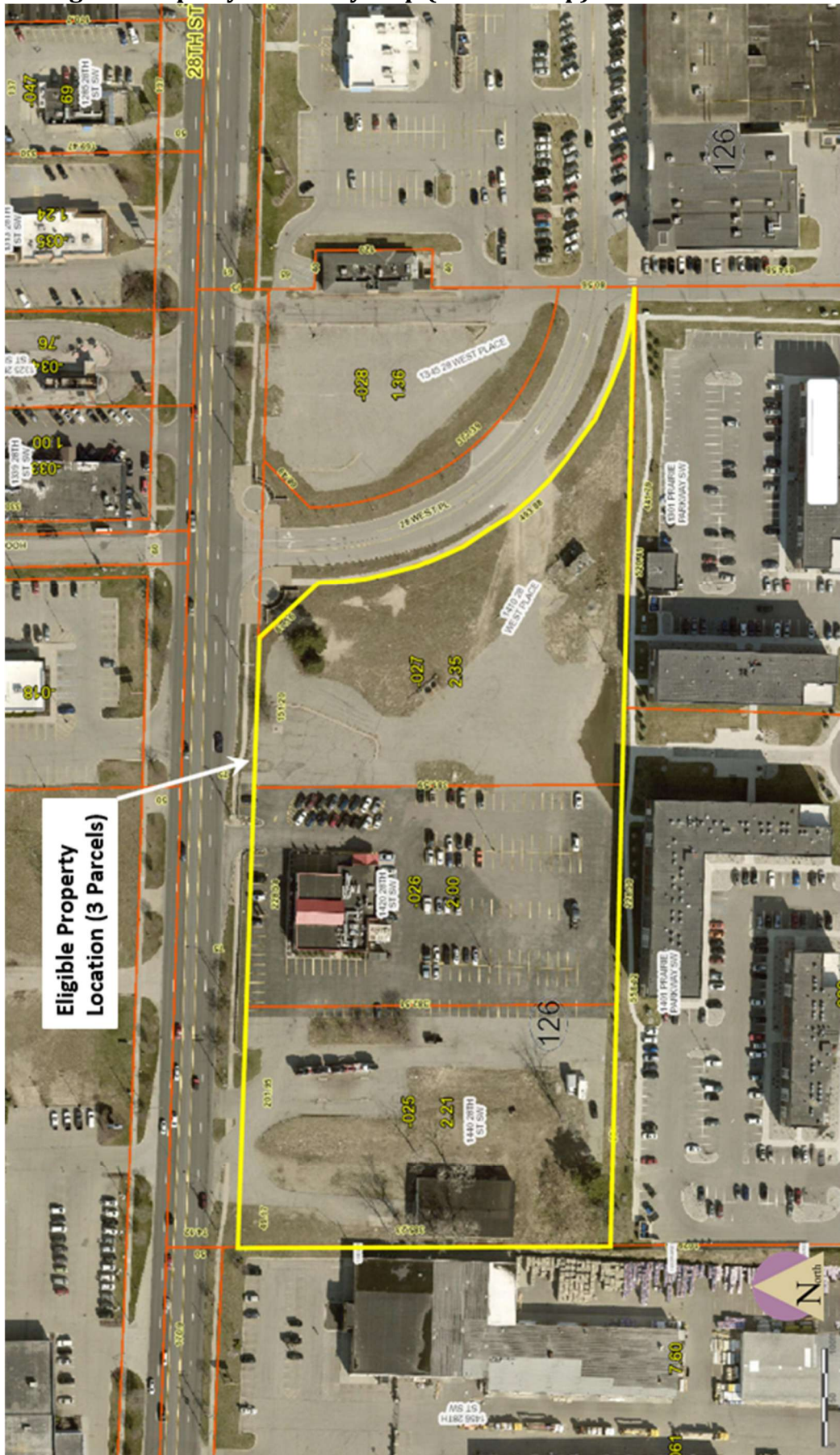
The Property is abutted by surface roadways, municipal water, sanitary and storm sewer services, and electrical and gas utilities.

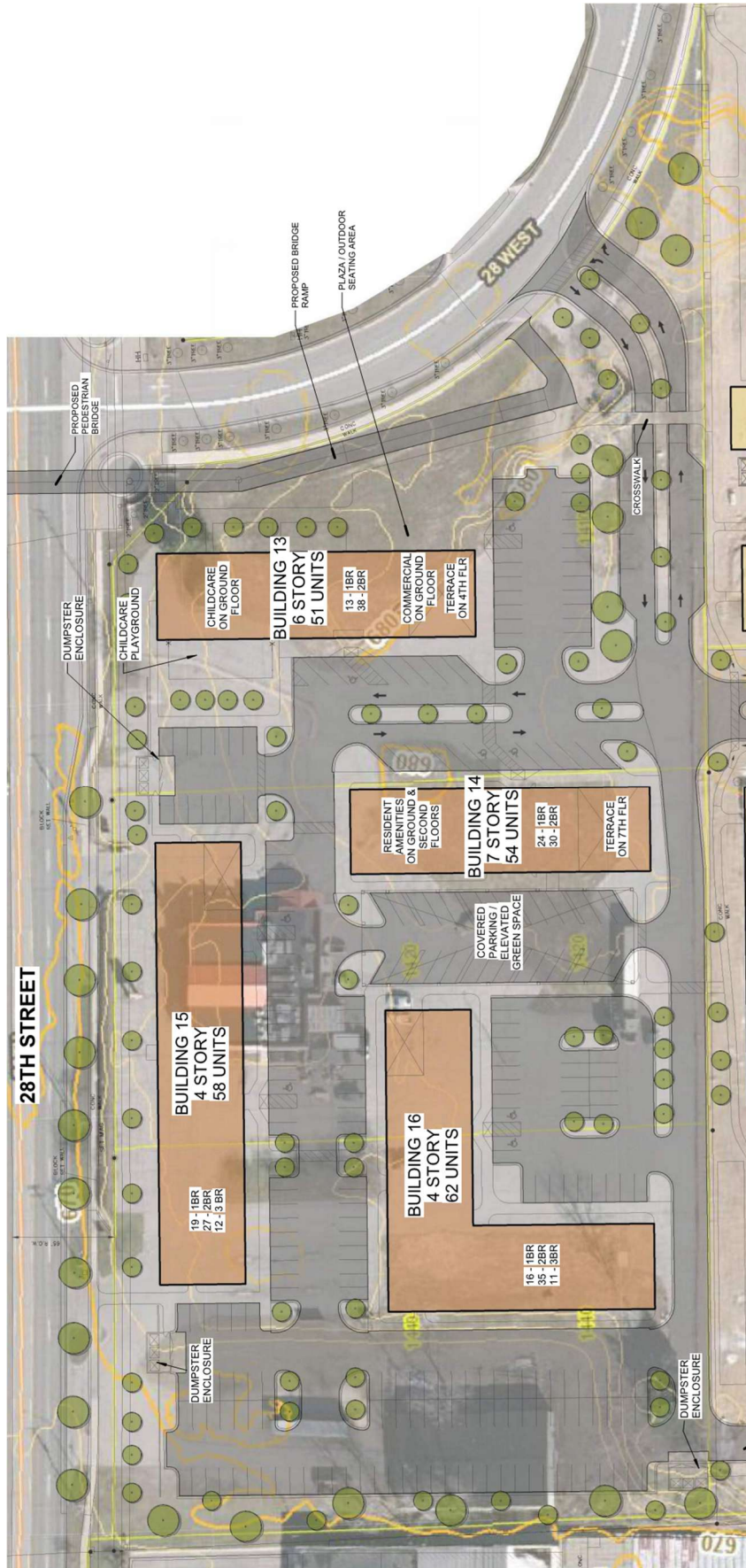
The Property consists of a vacant land and vacant buildings.

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 SITE SKETCH AFTER COMPLETION

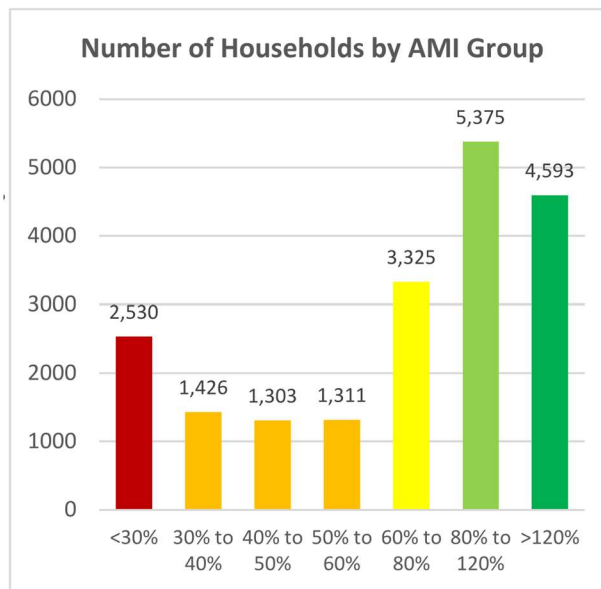
2. BASIS OF ELIGIBILITY (SECTION 13(2)(H), SECTION 2(P)), SECTION 2(R)

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

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 Activities (15%)	\$ 391,866	\$ 310,570	\$ 81,296	\$ -	\$ -
<i>Sub Total: Contingencies</i>	<i>\$ 391,866</i>	<i>\$ 310,570</i>	<i>\$ 81,296</i>	<i>\$ -</i>	<i>\$ -</i>
<i>Sub Total: EAs + Contingencies</i>	<i>\$ 3,015,592</i>	<i>\$ 2,389,983</i>	<i>\$ 625,609</i>	<i>\$ -</i>	<i>\$ -</i>
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	\$ -	\$ -
<i>Sub Total: EAs + Contingencies + Developer Administration</i>	<i>\$ 3,140,592</i>	<i>\$ 2,489,051</i>	<i>\$ 651,541</i>	<i>\$ -</i>	<i>\$ -</i>
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.

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.

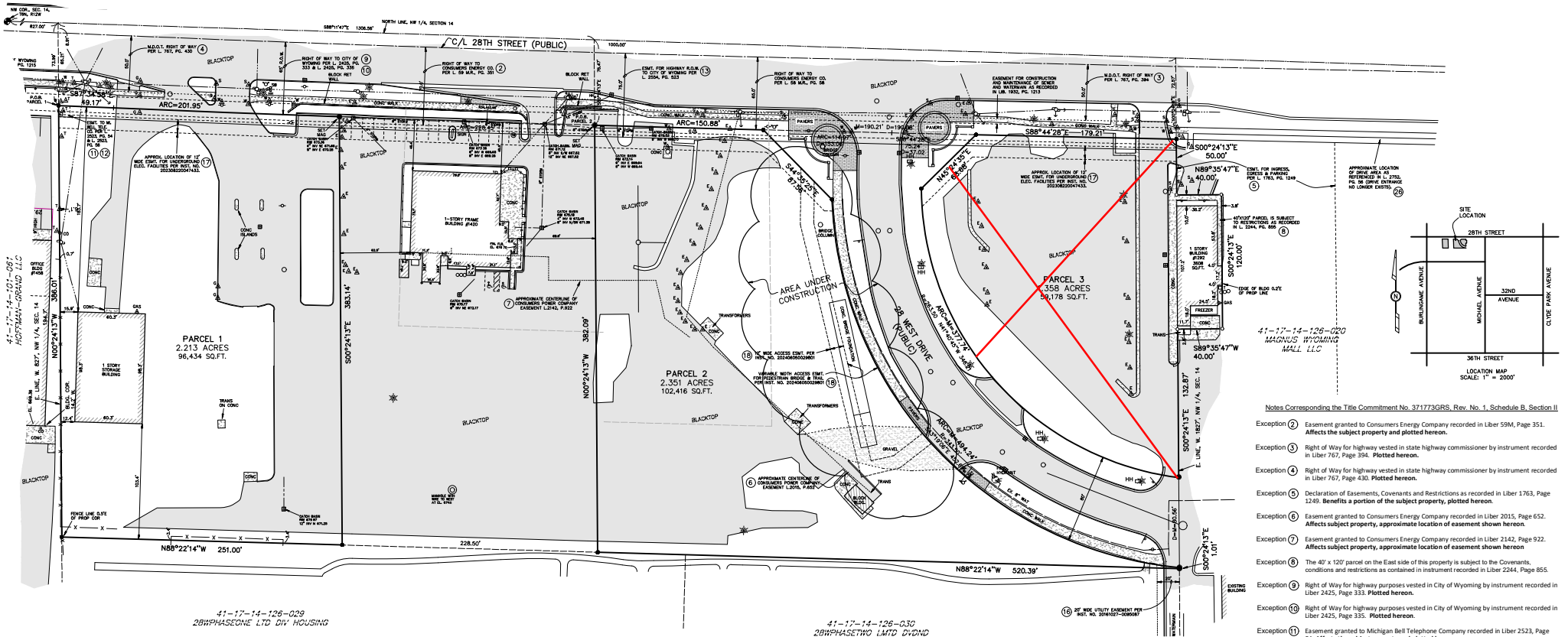
EGLE and MSHDA Eligible Activities	Local Capture Proportionality	State Capture Proportionality
Local to State Tax Capture Revenue and MSA Payment Capture Percentages on EGLE and MSHDA amounts	79.25%	20.75%

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



- Notes Corresponding to the Title Commitment No. 371773GRS, Rev. No. 1, Schedule B, Section II
- Exception ① Easement granted to Consumers Energy Company recorded in Liber 59M, Page 351. Affects the subject property and plotted hereon.
 - Exception ② Right of Way for highway vested in state highway commissioner by instrument recorded in Liber 767, Page 394. Plotted hereon.
 - Exception ③ Right of Way for highway vested in state highway commissioner by instrument recorded in Liber 767, Page 430. Plotted hereon.
 - Exception ④ Declaration of Easements, Covenants and Restrictions as recorded in Liber 1763, Page 1249. Benefits a portion of the subject property, plotted hereon.
 - Exception ⑤ Easement granted to Consumers Energy Company recorded in Liber 2015, Page 652. Affects subject property, approximate location of easement shown hereon.
 - Exception ⑥ Easement granted to Consumers Energy Company recorded in Liber 2142, Page 922. Affects subject property, approximate location of easement shown hereon.
 - Exception ⑦ 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 ⑧ Right of Way for highway purposes vested in City of Wyoming by instrument recorded in Liber 2425, Page 333. Plotted hereon.
 - Exception ⑨ Right of Way for highway purposes vested in City of Wyoming by instrument recorded in Liber 2425, Page 335. Plotted hereon.
 - Exception ⑩ Easement granted to Michigan Bell Telephone Company recorded in Liber 2523, Page 54. Affects the subject property and plotted hereon.
 - Exception ⑪ Easement granted to Michigan Bell Telephone Company recorded in Liber 2523, Page 56. Affects the subject property and plotted hereon.
 - Exception ⑫ 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 ⑬ Driveway Location Affidavit as recorded in Liber 2752, Page 56. Described drive area shown hereon, not located on the subject property.
 - Exception ⑭ Easement to UACC Midwest, Inc. d/b/a TCI Cabtivation of West Michigan, Inc. recorded in Liber 3299, Page 462. Blanket type easement affects the entire property.
 - Exception ⑮ Easement for utility purposes vested in City of Wyoming by instrument recorded in instrument No. 20161027-000587. Affects the subject property and plotted hereon.
 - Exception ⑯ Easement for Underground Electric Facilities recorded in Instrument Number 202308220047433. Affects the subject property and plotted hereon.
 - Exception ⑰ Easements recorded in Instrument Number 202406050029801. Affects the subject property and plotted hereon.

PRELIMINARY

SURVEYOR'S CERTIFICATE
 To: Magnus Capital Partners LLC
 Cinnare 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 and 20(a) of Table A hereof. The field work was completed on December 2, 2024.

December 6, 2024

Brent M. Feyen, P.S. 400105904

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 NW corner 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 the West 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"W 251.00 feet to the East line of the West 827 feet of said NW 1/4; thence N00°24'13"W 386.01 feet to the place of beginning.

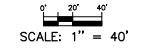
This parcel contains 2.213 acres.

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 NW corner 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 the Westerly line of 28 West Drive; thence S44°32'25"E 87.56 feet along said Westerly line, thence Southeastery 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 the West 1827 feet of said NW 1/4; thence S00°24'13"E 1.01 feet along said East line, thence N88°22'14"W 520.39 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 the West 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"W 40.00 feet, thence S00°24'13"E 132.87 feet to the Easterly line of 28 West Drive, thence Northwestery 339.14 feet along said Easterly line on a 263.50 foot radius curve to the right, the chord of which bears N41°40'45"W 321.1 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.

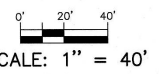
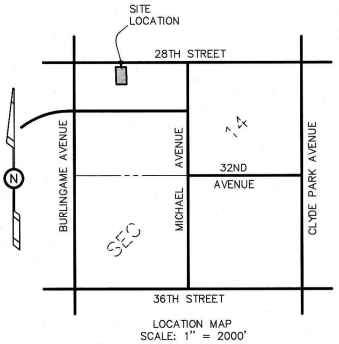
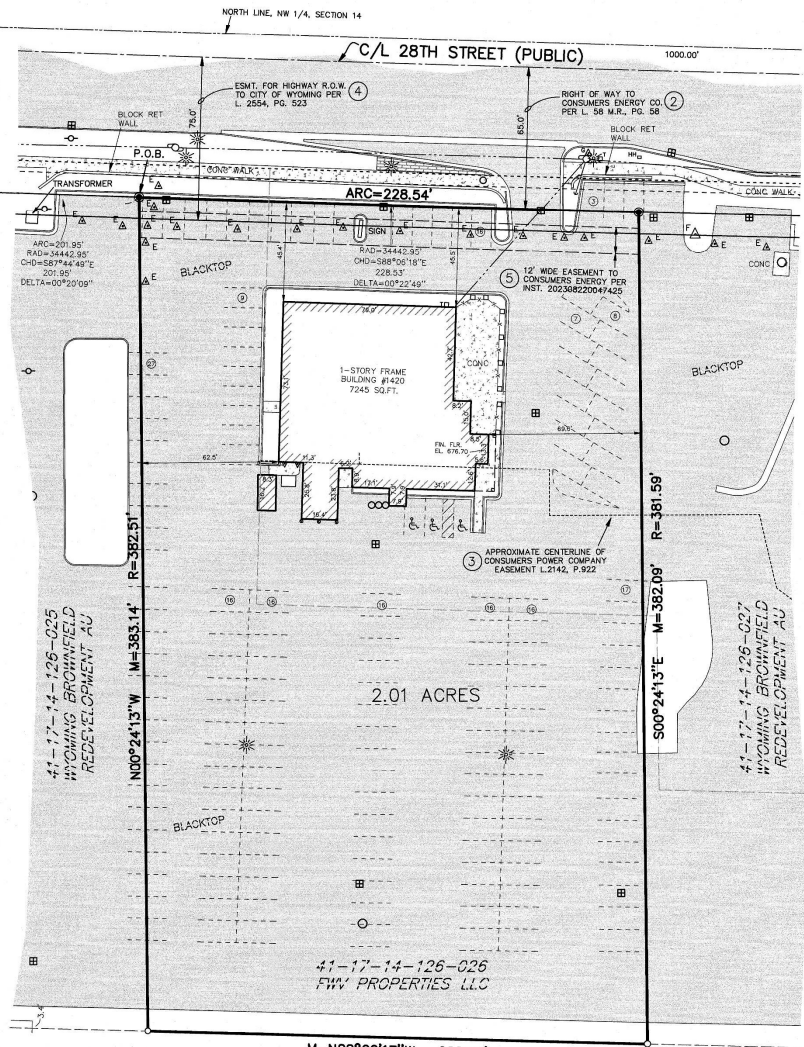
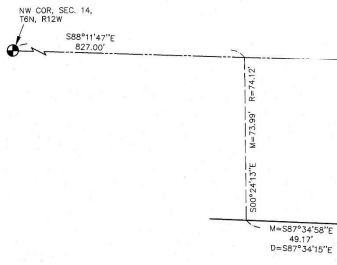


- LEGEND**
- IRON STAKE FOUND
 - IRON STAKE SET
 - MAG NAIL FOUND
 - MAG NAIL SET
 - MONUMENT
 - UTILITY POLE & GUY WIRE
 - ★ LIGHT POLE
 - SIGN
 - BOLLARD
 - ▽ HYDRANT
 - WATERMAIN VALVE
 - STOP BOX
 - CATCH BASIN
 - MANHOLE
 - CLEAN OUT
 - HAND HOLE
 - TELEPHONE BOX
 - BURIED GAS LINE MARKER
 - △ BURIED 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

excel engineering, inc.
 planners • engineers • surveyors
 550 Circle Park, S.W., Grand Rapids, MI 49509
 Phone: (616) 551-2600 www.excelengr.com

DATE	REVISION	DRAWN BY: BAB	APPROVED BY: BAB	PRJCT. NO.: 221489	PRCL. ENG. DATE: 12/9/2024	SHEET 1 of 1
		BY		FILE NO.:		



LEGEND

- = IRON STAKE FOUND
- = 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 ELECTRIC MARKER
- x—x— = FENCE LINE
- · — · — = OVERHEAD WIRES

M=N88°22'17\"/>

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\"/>

SURVEYOR'S CERTIFICATE

To: Magnus Capital Partners LLC
 IFF, an Illinois nonprofit corporation
 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

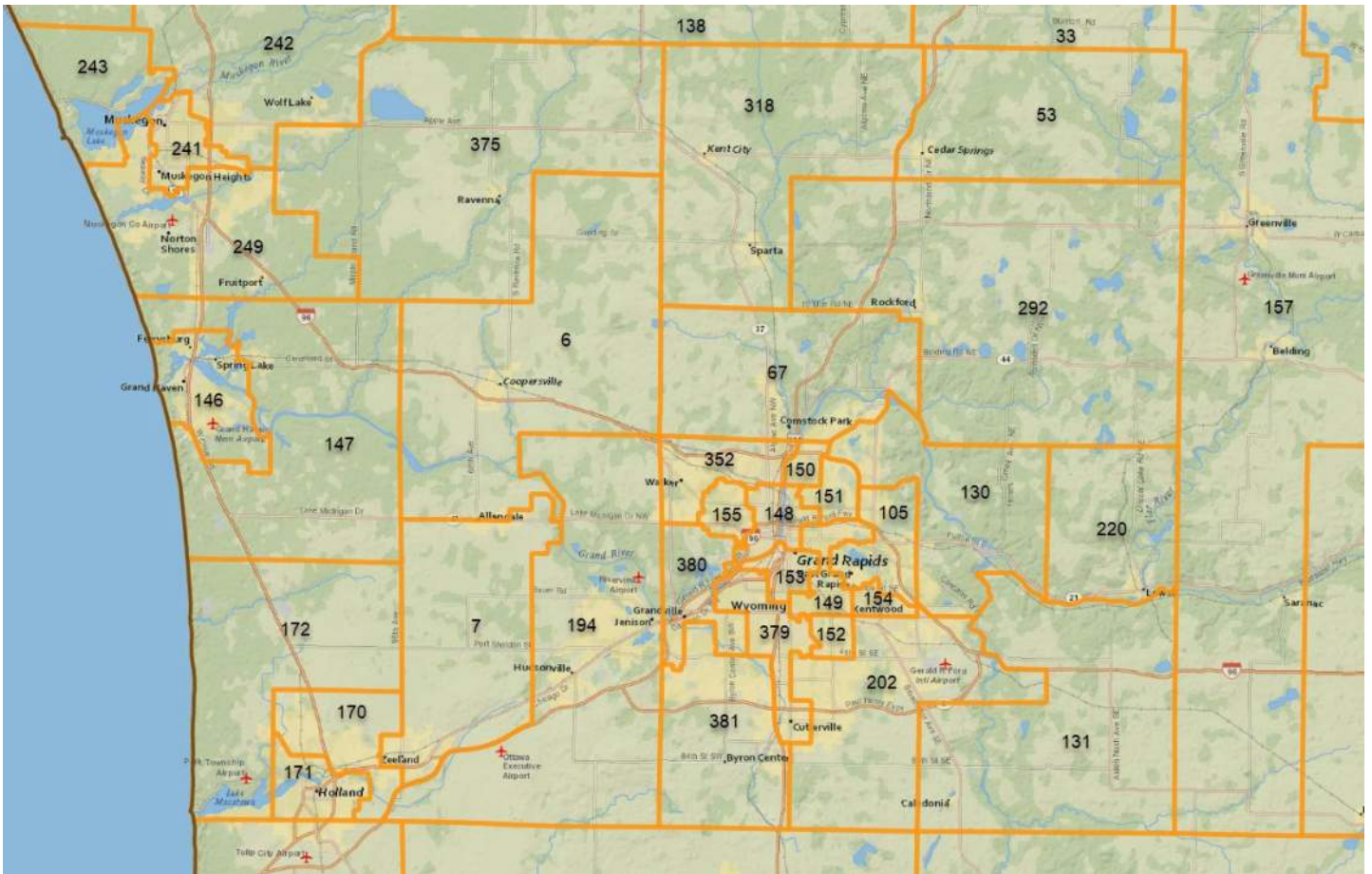
Vincent A. Douma
 Vincent A. Douma, P.S. 4001050433

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			
		excel engineering, inc. <small>planners • engineers • surveyors</small> <small>5252 Clyde Park, S.W. • Grand Rapids, MI 49506</small> <small>Phone: (616) 531-3660 www.excelengineering.com</small>	
6/21/24	REVISED PER TITLE	VAD	DRAWN BY: BAR/SRI
DATE	REVISION	BY	PROJ. FNC.: 221489E
		PROJ. SURV.: VAD	
		DATE: 06/27/24	
			SHEET
			1 of 1

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

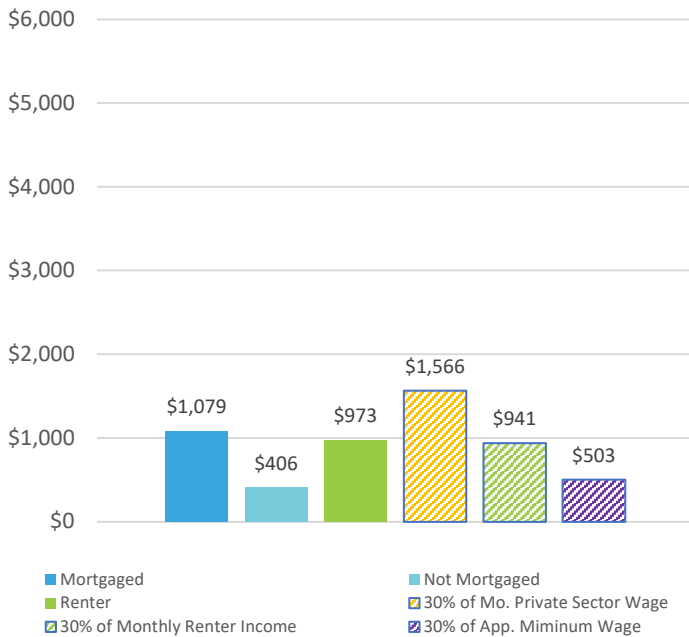
Renter Units

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

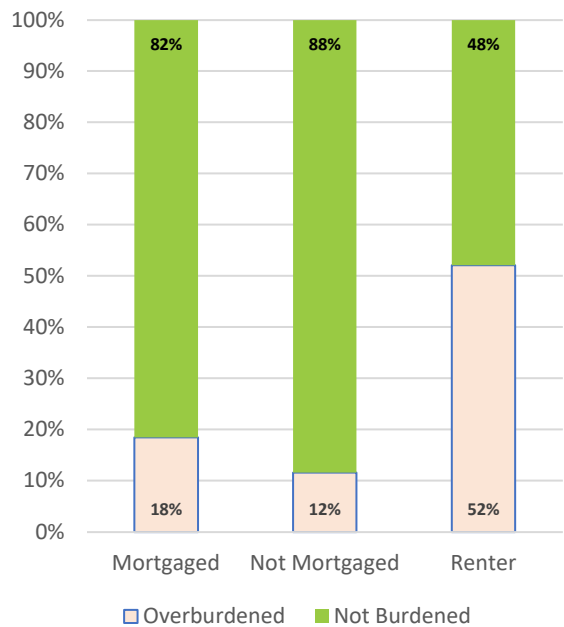
\$38,920 To afford median gross rent

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%	

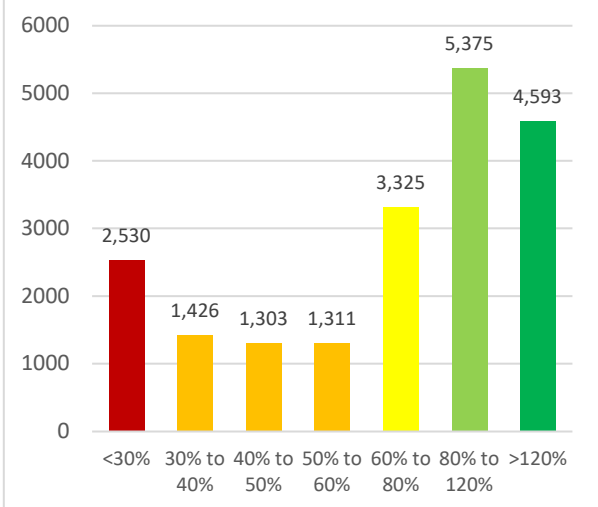
Vacancy Rates

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

Housing Affordability

	Market			Partnership		
	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%

Housing Quality and Vacancy

	Market			Partnership		
	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*
Strength and Need Type**

**Low Cost and Growing
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 Apprvd	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)

H6M 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:

- 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

HöM 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)

	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS ¹	Real Property	Calendar/ Tax Year	2025
		Buildings, Improvements to Land & Land		
	Total Millage Rate Paid			
-	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
-	<i>Subtotal of Local Government Unit (LGU): Annual</i>	<i>13.1493</i>		<i>\$ 6,047</i>
-	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
-	<i>Subtotal of Non-LGU Local: Annual</i>	<i>21.7564</i>		<i>\$ 10,005</i>
-	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

HOM 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		FIRST YEAR OF TAX CAPTURE																																		
	FYE	BP Year Number	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					
	2027	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%						
Estimated Future Taxable Value (FTV) and True Cash Value (TCV) of Building(s), Land Improvements & Land			FTV (Rounded)	TCV (Rounded)	Notes	% Completed by 12/31/24	% Completed by 12/31/25	% Completed by 12/31/26	% 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%	4,490,000	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	-	-	-	-	-	4,490,000	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	-	-	-	-	-	\$ 4,696,000	\$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	459,849	459,849	459,849	459,849	459,849	459,849
Total Captured Taxable Value (= 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:
 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.
 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.

H6M 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																														Total		
		Ad Valorem Taxes Only on Commercial Portion; PILOT on Multifamily Portion, and; MSA Payment on Multifamily Portion																																
		BP Year Number	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	
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							

HOM 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 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 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

HGM 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 & Disbursements¹

FIRST YEAR
OF TAX
CAPTURE

Tax Capture Period
Ends for Developer
Reimbursement

DISBURSEMENTS TO BROWNFIELD REDEVELOPMENT AUTHORITY & MBRF	Totals	Calendar/ Tax Year BP Year Number	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	
			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
Local Brownfield Redevelopment Authority (LBRA): Reimbursement of Administration Expenses	\$ -	of available Local Tax Capture Annually	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
Local Brownfield Redevelopment Authority (LBRA): Brownfield Plan & Work Plan Implementation (including Tracking, Recording and Compliance)	\$ -	Local Tax Capture Amount	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
Breakdown of State School Tax Capture (SET)	\$ -	State School Tax Capture Amount	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
Breakdown of State School Tax Capture (LSO)	\$ -	Local School Operating (LSO)	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
Total Tax Capture Amount	\$ -	\$ -	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
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	\$ 2,992	\$ 3,107	\$ 3,225	\$ 3,346	\$ 3,470	\$ 3,597	\$ 3,727
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	\$ 20,979	\$ 21,823	\$ 22,694	\$ 23,594	\$ 24,524	\$ 25,484	
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	\$ 406,632	\$ 428,455	\$ 451,151	\$ 474,728	\$ 500,178	\$ 526,503	
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	\$ 103,183	\$ 106,195	\$ 109,273	\$ 112,417	\$ 115,625	\$ 118,896	\$ 122,229
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																																		
Environmental Activities: Michigan Dept. of Environment, Great Lakes, and Energy (EGLE)																																				
Local Tax Increment and MSA Payment Reimbursement			\$ 8,944	\$ -	\$ 8,944	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,944	
State & Local School Tax Increment Reimbursement (LSO & SET)			\$ 2,341	\$ -	\$ 2,341	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,341	
TOTAL EGLE REIMBURSEMENT (Eligible Costs)			\$ 11,285	\$ 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	\$ 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	\$ 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	\$ 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	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State & Local School Tax Increment Reimbursement (LSO & SET)			\$ 10,373	\$ 638,827	\$ 649,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL MSHDA REIMBURSEMENT (Eligible Costs)			\$ 50,000	\$ 3,079,307	\$ 3,129,307	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Reimbursement: MSHDA			\$ 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	\$ 103,183	\$ 106,195	\$ 109,273	\$ 112,417	\$ 115,625	\$ 118,896	
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	\$ 136,266		
TOTAL ANNUAL REIMBURSEMENT: EGLE & MSHDA			\$ 61,285	\$ 3,140,592	\$ 3,932,658	\$ 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		
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																		

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 BP Year Number	Ad Valorem Taxes Only on Commercial Portion; PILOT on Multifamily Portion, and; MSA Payment on Multifamily Portion																														Total
		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	
		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	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	
- 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	
- 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	
- 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	
- 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	
- 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	
- 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	
- 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	
- 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	
- 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	
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	
- 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	
- 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	
- 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	
- 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	
- 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	
- 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	
- 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	
- 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	
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	
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	
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	
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	
- 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	
- 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	
- 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		
- 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	
- 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	
- 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	\$																	

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

AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS ¹	Commercial (Retail/Office)	Multifamily Residential Apartment Units	Ad Valorem Taxes on Commercial and Multifamily Portions	Ad Valorem Taxes Only on Commercial Portion																														Total Paid	
	Buildings, Improvements to Land & Land	Buildings, Improvements to Land & Land		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
	Millage Rate Paid	Millage Rate Paid		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 1-End	BP Years 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	295	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		
- Interurban 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	4,552	\$ 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	25,985	\$ 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	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
- 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	14																				

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	Millage Rate Paid	PILOT on Multifamily Portion																														Total 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
		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																																	
- 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	30	30	31	32	33	33	33	34	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																																	
- 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								

HöM 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)

AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS	All Property	MSA on Multifamily Portion																														Total	
		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
		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	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
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

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																

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 PI 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/Doing-Business-in-Wyoming/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 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

RESOLUTION NO. ____

RESOLUTION APPROVING CITY MANAGER INCENTIVE BONUS AND PERFORMANCE REVIEW
POLICY AND 2024-2025 CITY MANAGER INCENTIVE BONUS CRITERIA

WHEREAS:

1. Under the city's employment agreement with the City Manager, the City Council is to annually evaluate the City Manager's performance.
2. The City Council wishes to annually incentivize the City Manager to meet certain mutually established performance criteria by providing additional compensation if those criteria are met.
3. The City Council wishes to establish an annual evaluation schedule that coincides with the annual City Council retreat and goal setting and with the annual budget process.
4. City Manager John Shay has approved the proposed 2024-25 City Manager Incentive Bonus Criteria.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Amendment to Employment Agreement, City Manager Incentive Bonus and Performance Review Policy, and the 2024-25 City Manager Incentive Bonus Criteria are approved as attached.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

Attachments:

Amendment to Employment Agreement – City Manager
City Manager Incentive Bonus and Performance Review Policy
2024-2025 City Manager Incentive Bonus Criteria

Resolution No. _____

CITY OF WYOMING
AMENDMENT TO EMPLOYMENT AGREEMENT – CITY MANAGER

The City of Wyoming (City) and John Shay, City Manager (Employee), agree to amend Employee's Employment Agreement made as of May 9, 2023 (the Employment Agreement) with this Amendment (Amendment).

1. Performance Pay Plan. Subsection F is added to section 5 of the Employment Agreement to read as follows:

Employee shall be eligible for Performance Pay at the end of each fiscal year, to be established annually in accordance with the City Manager Incentive Bonus and Performance Review Policy. Performance pay shall be calculated based on the annual salary as of the preceding July 1, to be paid in a lump sum prior to July 31 annually.

2. Other Terms. All other provisions of the Employment Agreement are unchanged by this Amendment and remain in effect.
3. Effective Date. This Amendment is effective February 4, 2025.

CITY OF WYOMING

John Shay

By: _____
Kent Vanderwood, Mayor

City Manager Incentive Bonus and Performance Review Policy

Purpose

Periodic performance reviews together with clear, measurable annual goals enhance a city manager's likelihood of successfully leading city staff and engaging the community consistent with the City Council's current values and priorities. A well-established annual schedule for related steps is essential to timely evaluative interaction between the city manager and City Councilmembers and for the city manager to implement mutually established goals during the fiscal year. Furthermore, the schedule compels Councilmembers to timely coalesce on annual priorities and articulate to the city manager their collective views regarding less measurable performance criteria.

Accordingly, this policy sets the framework for the City Council's annual review of the city manager and for establishing annual criteria for any incentive bonus provided in the city manager's employment agreement. It is a framework for collaborative engagement with the city manager to share respective observations, insights, suggestions, and other feedback to aid the city manager's professional development, effective leadership, and future interactions with the City Council. It is intended to also provide the city manager an opportunity to share the city manager's observations, insights, and suggestions with City Councilmembers to further enhance the City Council's effective leadership.

Therefore, this framework is not intended to be applied rigidly. The City Council and city manager may adjust the schedule, order of events, and other details to adapt to each year's conditions and circumstances. However, general adherence to the framework is intended.

Two Concepts

The City Council will annually review the city manager's performance. This review will include tangible and less-tangible review factors, standards, and/or criteria. They may, for example and not for limitation, include the city manager's leadership style, community interactions, staff and City Council communications, interactions with other governmental units/officials/agencies, fiscal management, etc. They may also include measurable task goals. The end of this review will include consideration of any compensation adjustments, benefits changes, or employment contract changes for the subsequent fiscal year.

The City Council also views some tasks to be completed during a fiscal year which will merit an incentive bonus in the form of a one-time payment, not to increase the city manager's salary or base compensation. The City Council will annually approve the performance bonus amount(s) and criteria. There may be separate amounts for one or a number of tasks and/or the incentive bonus may be a single bonus for completion of all criteria. Each criterion shall be a task or other objective, easily measurable goal. It is understood that some of the criteria may relate to actions to be taken by other city staff, but the city manager is accountable for their performance and for ensuring the tasks are completed without specifying how they are to be completed, to whom they are assigned, etc.

Schedule

The city manager evaluation schedule is set to harmonize with council elections, council retreat, and budget process. It is intended to also enable the City Council and city manager to make any needed adjustments prior to beginning of the ensuing fiscal year. Evaluation of performance over a fiscal year will generally better accommodate the rhythms of city government. Because the current city manager's city employment began in May, this schedule also roughly coincides with his employment anniversary date.

	Annual Performance Review Process	Incentive Bonus Process
2 nd December Council Meeting	Mayor appoints ad hoc 3-councilmember manager review committee (MRC). New councilmembers will have taken office. Predates Council retreat.	
Before January 15	MRC: Meets with HR director to review city manager evaluation forms and criteria, making any desired changes. Meets with city manager to solicit city manager's input on evaluation forms and criteria.	MRC: Reviews city manager's progress in meeting incentive bonus criteria. Meets with city manager to solicit perceived progress in meeting incentive bonus criteria. Also seeks city manager's input regarding focus and framework of council retreat.
Council Retreat	City Council reviews and updates strategic plan with specific focus on objectives and tasks for ensuing fiscal year.	
2 nd February Council Meeting	Council approves updated strategic plan and goals, if applicable.	
By March 1	MRC distributes city manager evaluation forms. Councilmembers' evaluation forms. Any evaluation forms/inquiries to others – e.g., department heads, other staff, board/commission members, community members, etc.	
March 21	Written city manager evaluation forms due to MRC.	
1 st April Council Meeting	Draft budget presented to Council.	
By April 10		MRC proposes draft incentive bonus criteria to city manager and other Councilmembers for individual review and comment to MRC.
By April 15	City Council conducts city manager review. May be conducted at a Council meeting, if appropriate.	
1 st May Council Meeting	City Council approves: Any desired city manager employment contract or compensation changes.	Council approves: Incentive bonus criteria for next fiscal year.
2 nd May Council Meeting	City Council approves budget.	
By June 1		MRC distributes incentive bonus forms
June 15		Incentive bonus forms due to MRC.
By June 30		MRC and HR complete calculation Submit to Finance for payment by July 31, 2025

2024-2025 City Manager Incentive Bonus Criteria

Wyoming city government is aligned around 3 pillars: community, safety, and stewardship.

The City Council approved a strategic plan with goals and objectives to which city staff added implementation tasks and steps. That strategic plan with the added tasks and steps forms the basis for the following four criteria for Mr. Shay to earn the fiscal year 2024-2025 incentive bonus salary to be paid in July 2025.

PERFORMANCE CRITERIA (TASKS/GOALS):

1. Complete the following for the 3rd water transmission main phase 1 project:
 - a. Acquire all easements and other property rights.
 - b. Enter contracts 1, 2 and 3.
 - c. Complete the design and bid documents for the surge suppression component of the 3rd transmission main.
 - d. Issue bonds for the city's portion of contracts 1, 2 and 3.
2. Complete and get approvals of a new water service agreement with Ottawa County and all wholesale water customers that equitably provides for long-term changes in water demands and incorporates a rate system developed with Stantec.
3. Develop and implement a plan for enhanced cyber security for the city water and sanitary sewer operations consistent with the findings and recommendations in the CISA audit.
4. Develop and implement a plan to periodically inform the City Council of staff's implementation of measures that reduce city costs and/or increase service levels at no additional cost.

PROCESS AND SCORING:

The Manager Review Committee will determine for each of the enumerated criteria above, with staff input, if the tasks have been completed. This determination of completion shall be communicated to Council as part of the review process.

Each councilmember will be asked to rank the completion of each goal on a scale of 0 to 5. This is intended to be a measure of the quality of the work and result on that specific task alone. A score of 5 represents the task being completed and having been done thoroughly and exceptionally well – nearly flawlessly. A score of 1 on a completed task would represent that the quality of the work was exceptionally low with a significant number of issues that may reflect poorly on the city, City Council, staff, or the city manager. Examples of "issues" could be: significant cost over-runs, unwanted media attention, and/or community or staff turmoil. Tasks which are not completed shall automatically receive a score of zero (0).

The highest and lowest councilmember rankings on each task will be thrown out, and the remaining five will be averaged. Average council score will be used to determine the "Council Averaged Ranking Factor" as part of the overall bonus calculation.

INCENTIVE BONUS CALCULATION:

The maximum final bonus amount possible is 3.000% of the Manager's July 1, 2024, base pay.

The incentive bonus will be calculated by multiplying the Council's Average Ranking Factor times 0.750% for each incentive bonus category (Task). Bonus Category calculations will be added together to total a final bonus of up to 3.000% of the Manager's July 1, 2024, base pay.

The following Ranking Factors will be used in the calculation:

Average Council Score (less High and Low)	Ranking Factor
0.00 – 0.99	0.000
1.00 – 1.99	0.250
2.00 – 2.99	0.500
3.00 – 3.49	0.625
3.50 – 3.99	0.750
4.00 – 4.49	0.875
4.49 – 5.00	1.000

EXAMPLE CALCULATIONS:

EXAMPLE 1:

- Task #1 Average Score: 5.0
- Task #2 Average Score: 5.0
- Task #3 Average Score: 5.0
- Task #4 Average Score: 5.0

Bonus Calculation: $1.000 \times 0.75\% \times 4 = 3\%$

$1.000 \times 0.75\% = 0.750\%$

$1.000 \times 0.75\% = 0.750\%$

$1.000 \times 0.75\% = 0.750\%$

$1.000 \times 0.75\% = 0.750\%$

Sum of the percentages = 3.000%

EXAMPLE 2:

- Task #1 Average Score: 3.1
- Task #2 Average Score: 3.8
- Task #3 Average Score: 4.3
- Task #4 Average Score: 4.8

Bonus Calculation:

$0.625 \times 0.75\% = 0.469\%$

$0.750 \times 0.75\% = 0.563\%$

$0.875 \times 0.75\% = 0.656\%$

$1.000 \times 0.75\% = 0.750\%$

Sum of the percentages = 2.438% Bonus

RESOLUTION NO. _____

RESOLUTION TO ELIMINATE UNNECESSARY CONFUSION AND RE-NAME THE CITY'S
UTILITY PLANTS

WHEREAS:

1. The City of Wyoming's Clean Water Plant is named after the Clean Water Act, which may be appropriate but is confusing to staff and the public.
2. As detailed in the attached staff report, a less confusing name which is in wide use around the country is Wastewater Treatment Plant.
3. The City of Wyoming's drinking water plant is the Donald K. Shine Water Treatment Plant.
4. A more descriptive name for the water treatment plant would be Donald K. Shine Drinking Water Plant.
5. The City's ongoing re-branding exercise provides an excellent opportunity to re-name both plants appropriately, since it also involves the process of changing signage and other building demarcation.

NOW, THEREFORE, BE IT RESOLVED:

1. The City's wastewater treatment plant shall henceforth be known as the City of Wyoming Wastewater Treatment Plant.
2. The City's drinking water treatment plant shall henceforth be known as the Donald K. Shine Drinking Water Plant.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

Attachments: Staff Report

Resolution No. _____

Staff Report

Date: January 22, 2025
Subject: Re-Naming the Utility Plants
From: Myron Erickson, PE, Director of Public Works
CC: John Shay, City Manager
Mtg Date: February 3, 2025

RECOMMENDATION:

It is recommended that the City Council adopt new names for both utility plants. For reasons outlined below, the Clean Water Plant and Water Treatment Plant should be re-named to Wastewater Treatment Plant and Drinking Water Plant, respectively.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Community
 - Goal 1 – Strengthen community relations and Wyoming’s sense of identity.
- Pillar 3 – Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

Wyoming’s wastewater treatment plant came online in 1964, and, consistent with the times, was called the Sewage Treatment Plant. The term “sewage,” which had been in popular use from the 1920’s, left the vernacular after Congress passed the Clean Water Act in 1972, and the plant was re-named the Wastewater Treatment Plant (abbreviated WWTP) sometime in the 1970’s. At the time, the word “wastewater” was newly coined, and it was considered a broader and more modern definition, since our sewers not only convey sewage, but industrial wastewaters, treated groundwaters, and other dilute wastes as well. Both names were descriptive of the plant’s action, the treatment of sewage or wastewater.

However, in the 1990’s there was a movement away from describing the action of a WWTP and toward describing its product, which is the clean, reclaimed effluent. This clean water product

is safe to discharge back into the natural environment without causing any deleterious effects on the environment, wildlife, or human society. And the term was considered sufficient to differentiate the wastewater treatment plant's final clean water product from surface water, ground water, raw water, or potable water.

At the same time, the same paradigm shifts also resulted in the re-branding of the country's largest wastewater treatment professional society. What had started in 1928 as the Federation of Sewage Works Associations and become the Water Pollution Control Federation by 1960, was re-named the Water Environment Federation, or WEF, in 1991. By the end of the 1990's, cities across the country were re-naming their wastewater treatment plants "Clean Water Plant" to better reflect their vital role in protecting the larger water environment. Led by its charismatic plant superintendent at the time, Dan Wolz, Wyoming did this in 1998 and the plant still bears the name today.

While the intent of the name change was good and the thinking behind it seemingly sound, there have been unintended consequences. Namely, great confusion. Over the course of this 25-year experiment, the public has simply not adopted the term "clean water." On a near daily basis, we hear from the public, our business partners, and other stakeholders that the term is confusing, and that they assume a clean water plant is in fact a utility plant where drinking water is produced. While it's one thing to clear up a delivery truck driver's confusion, it's worse when a job candidate shows up at the wrong place or a utility bill gets sent to the wrong plant, both of which happen regularly. One scenario I'm anxious to avoid is a real emergency, where we could find ourselves having to clear away confusion with the news media, first responders, and a panicked public.

It is time to end the confusion, which is why I am proposing that Wyoming re-name its plant the Wastewater Treatment Plant. The most common abbreviation for wastewater treatment plant is WWTP. Because the City's drinking water plant, the Donald K Shine Water Treatment Plant, is often abbreviated WTP, I am also recommending that it be re-named at the same time to the Donald K Shine Drinking Water Plant, which is most commonly abbreviated DWP.

With the City's ongoing rebranding initiative, it would seem the time is right to change our plants' names to better reflect what we do and why we do it. We are including funds in our FY26 budgets for new lettering on the buildings and new signs out front and look forward to Council's support of this effort.

BUDGET IMPACT:

Front exterior signage is expected to cost approximately \$15K per plant. Other expenses, such as changing printed materials, are expected to be de minimis. Funds for this project will be budgeted in FY26, and minimal overall expense is expected.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AMENDMENT TO THE STREETLIGHTING
CONTRACT WITH CONSUMERS ENERGY COMPANY

WHEREAS:

1. The City has had a contract with Consumers Energy Company (CE) for CE owned streetlights throughout the City for many years.
2. The City desires to have Consumers Energy Company remove (1) LED cobrahead streetlight at 300 – 36th Street, SW.
3. Consumers Energy will remove streetlight and necessary appurtenances at the expense of the developer.
4. Consumers Energy has submitted the attached modification to the streetlighting contract to address this change.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Mayor and City Clerk are hereby authorized to execute the attached Authorization for Change in Standard Streetlighting Contract and the accompanying Consumers Energy Resolution.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Authorization for Change in Standard Lighting Contract
Consumers Energy Resolution

Resolution No. _____



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 103016902985

Consumers Energy Company is authorized as of _____ by the City of WYOMING, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of WYOMING, dated 2/1/2013.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 2/1/2013 shall remain in full force and effect.

Notification Number(s): 1072224688

Comments: Removing Streetlight. Third Party will be installing an intersection with lighting that makes this light no longer required. Light removal approved by City Engineer Jeff Oonk.

City of WYOMING

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of WYOMING, dated 2/1/2013, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF KENT

I, _____, clerk of the City of WYOMING do hereby certify that the foregoing resolution was duly adopted by the

commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 110 watt LED White Cobrahead Non-Cutoff to Remove at location 300 36TH ST SW;

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR EXTERIOR
AND FLAGPOLE LIGHTING AT THE WYOMING PUBLIC LIBRARY

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal for the replacement of thirteen exterior in-ground luminaires and to illuminate the flagpole at the Wyoming Public Library from Bazen Electric Company in the total estimated amount of \$31,175.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Bazen Electric for exterior lighting and flagpole lighting at the Wyoming Public Library.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. _____

Staff Report

Date: January 28, 2025
Subject: Exterior Library Facility and Flagpole Lighting
From: Tim Montgomery, Parks Foreman
CC: Krashawn Martin, Director of Parks and Recreation
Meeting Date: February 17, 2025

RECOMMENDATION:

It is recommended City Council authorize the replacement of 13 in-ground luminaires around the ellipse portion of the facility and to illuminate the flagpole. It is further recommended that Bazen Electric Co. perform the replacements and service for the quoted amount of \$31,175.00

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 1 – Improve City Infrastructure and Service Reliability.

DISCUSSION:

The City received 3 quotes to replace 12 in-ground luminaires around the ellipse of the library facility and 1 luminaire to illuminate the flag pole along Micheal avenue in front of the library. Parts for these lights have been phased out of production and are no longer available. All the 13 lights are no longer functioning. These lights fixtures were installed over 23 years ago to illuminate the outside of the ellipse of the facility and to illuminate the American flag at the front of the building.

3 quotes were sought and received from Buist Electric, Lumen Electric inc. and Bazan Electric Company to remove and replace these 13 existing light fixtures. Bazen Electric Company submitted the lowest quote of \$31,175.00.

TABULATION:

Quoting Company	Quoted Amount
Buist Electric	\$34,898.00
Lumen Electric Inc.	\$31,906
Bazen Electric Company	\$31,175

BUDGET IMPACT:

Funds are budgeted in account number 272-265-26500-975.000

CITY OF WYOMING

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

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

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

Contractor means: Bazen Electric Co.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1695 Service Rd NE
[Contractor's street address]
Grand Rapids, MI 49503
[Contractor's city, state & zip]

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

Effective Date means: February 4, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means 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

Bazen Electric Co.

By: _____
John Shay, City Manager

By: Jan Goodsell
[Signature officer, director, or principal of Contractor]
Jan Goodsell, Contract Administrator
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: January 28, 2025

Approved as to form:

[Signature]
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 low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

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

4. **Qualifications.** Contractor represents and promises that:

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

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

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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

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

5. **Nondiscrimination and Respect.** City is committed to 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.

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

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

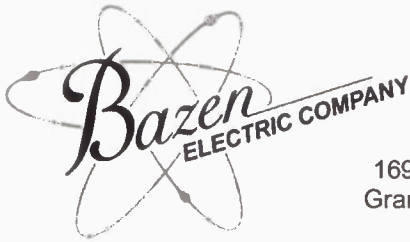
19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



1695 Service Road NE
Grand Rapids, MI 49503
(616) 458-7210
www.bazenelectric.com

January 20, 2025

City of Wyoming Parks Department
Attn: Tim Montgomery

QUOTE #250063 Wyoming Public Library Ground Lights Replacements

Tim,

We are pleased to provide pricing for the replacement of (13) Hydrel in-ground lights with new Hydrel M9410C LED in-ground light fixtures.

Included:

- Demo existing fixtures and dispose.
- Install new fixtures per manufacture recommendations with 6" of pea gravel.
- Duct seal conduits for water prevention.
- Re-use existing conduit and wire (assuming electrical system is in good and working order.
- Permit and inspection fees.

\$31,175.00

Thank you,

Andy VanBeek

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AND DISTRIBUTE GRANT FUNDING
RECEIVED FROM THE OFFICE OF HIGHWAY SAFETY PLANNING

WHEREAS:

1. The City of Wyoming has requested to serve as the host agency for the "Kent County Overtime Distracted Driving, Impaired, Seat Belt and Speed Enforcement Traffic Enforcement" grant, as appointed by the State of Michigan, Office of Highway Safety Planning.
2. The City of Wyoming would accept and reimburse \$150,330.70 in grant funds designated for overtime patrols to enforce safety restraint and operating while intoxicated violations, speed enforcement, and distracted driving to five agencies participating in the Task Force.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Wyoming Accepts the Office of Highway Safety Planning Grant in the amount of \$150,330.70
2. The Public Safety Director or appointed designee shall serve as the Director of the Task Force.
3. That the Finance Director or the Finance Director's designee is appointed to serve as the Financial Manager responsible for the grant reporting requirements and dispersal of grant funds to participating governmental entities.
4. The attached Budget Amendment is approved.

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:

Kelli A.VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Budget Detail Reports
Budget Amendment
OHSP Grant

Resolution No. _____

STAFF REPORT

Date: January 20, 2025
Subject: 2024-2025 Office of Highway Safety Planning Grant Acceptance
From: Lieutenant Andrew Koeller
CC: Public Safety Chief Kim Koster
Meeting Date: February 3rd, 2025

RECOMMENDATION:

It is recommended that the City Council authorize the acceptance of the \$150,330.70 2024-2025 Michigan Office of Highway Safety and Planning (OHSP) Traffic Enforcement Grant.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety
 - GOAL 1 – Implement and adopt more proactive public safety initiatives.
- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

The Michigan Office of Highway Safety Planning (OHSP) provides grants to law enforcement agencies for focused traffic enforcement. OHSP sets enforcement dates throughout the year to enforce a variety of traffic laws related to distracted driving, impaired driving, seatbelt usage, and speed enforcement. The grant allows agencies to utilize overtime to place officers on the road to focus on deterring and enforcing these offenses.

The Wyoming Police Department has participated in OHSP Grant enforcement for several years. The Wyoming Police Department administers this grant for the Grand Rapids Police Department, Kent County Sheriff's Office, Kentwood Police Department, and Walker Police Department. Grant hours are assigned to each agency and reimbursed through OHSP grant funds. Scheduled enforcement will continue until September 2025

under this grant period. By accepting this grant, the Wyoming Police Department can dedicate up to 400 additional overtime hours for traffic enforcement within the City of Wyoming.

The grant application has been approved through the Michigan Office of Highway Safety Planning.

BUDGET IMPACT:

The total amount allocated for this grant is \$150,330.70 Wyoming DPS is budgeted for 400 hours of enforcement at overtime wages totaling \$25,895.65. The remaining \$124,435.05 is budgeted for the other involved agencies' overtime wages.

The attached Budget Amendment is required.

Attachments:

Budget Amendment
Grant Approval Letter

CITY OF WYOMING BUDGET AMENDMENT

Date: February 3, 2025

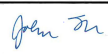
Budget Amendment No. 030

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$150,331 of additional budgetary authority to provide funding for activities related to the Kent County Overtime Distracted Driving, Impaired, Seat Belt, and Speed Enforcement grant and recognize the associated grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Public Safety Fund</u>				
Federal Grants OHSP - Strategic Enforcement				
205-505.003	\$ 91,345.00	\$ 150,331.00		\$ 241,676.00
Police - OHSP Strategic Traffic Enforcement - Uniform Overtime Salaries				
205-301-31506-709.000	\$ 10,093.00	\$ 25,896.00		\$ 35,989.00
Police - OHSP Strategic Traffic Enforcement - Other Services Grand Rapids Distribution				
205-301-31506-956.520	\$ 23,418.00	\$ 37,774.00		\$ 61,192.00
Police - OHSP Strategic Traffic Enforcement - Other Services Kentwood Distribution				
205-301-31506-956.522	\$ 18,886.00	\$ 29,042.00		\$ 47,928.00
Police - OHSP Strategic Traffic Enforcement - Other Services Walker Distribution				
205-301-31506-956.523	\$ 20,799.00	\$ 25,922.00		\$ 46,721.00
Police - OHSP Strategic Traffic Enforcement - Other Services Kent County Distribution				
205-301-31506-956.525	\$ 17,306.00	\$ 31,697.00		\$ 49,003.00
Fund Balance/Working Capital (Fund 205)		\$ -	\$ -	

Recommended: 
Senior Accountant


City Manager

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

Motion carried: Yes _____, No _____


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

City Clerk

Application Information

Instructions

- All fields marked with a red asterisk (*) are required.
- After completing all required fields, click **SAVE** to store the information on this page.
- To clear all information on this page, click **DELETE**.
- To navigate to the next application form, you may use the Next Form navigation button at the bottom of the page.
- **NOTE: Using the navigation buttons at the bottom of the page will automatically SAVE the page.**
- **Completion of this page is required for application submission.**

⚠ ATTENTION: Information entered or updated on this page may require additional review of other associated sections of the grant application. Resaving each page in each associated section as indicated by the error message icon  will be required to confirm all information is accurate.

Project Information

Instructions

- Enter the specified information about the proposed project.
- Activity Dates must be within the Office of Highway Safety Planning Grant Cycle (October 1st - September 30th).
- Program Income is defined as the generation of any revenue as a result of, or in the event of conducting program activities paid for by OHSP federal funds.
- Enforcement grants must specify the following additional information:
 - Type of enforcement
 - If the proposed project includes multiple agencies
 - If the proposed project includes part-time officers

* Project Title *Kent County Multi-Agency Overtime Traffic Enforcement*

* Activity Dates Start Date *10/01/2024* End Date *09/30/2025*

* Program Income Yes No

* Project Type Enforcement Non-Enforcement

* Enforcement Type Traffic Pedestrian & Bicycle Other (Specify)

* Part-Time Officers? Yes No

* Multiple Agencies? Yes No

* On behalf of my agency, I understand that it is the responsibility of the lead agency to ensure each sub-agency listed in this project has signed the [NHTSA Certifications and Assurances](#) and that those records are kept per the State of Michigan retention policy.

* Program Area
Police Traffic Services

Area(s) Served

Instructions

- Select applicable counties in which the project will operate.
- Select **Statewide** if the project will operate across the whole state in every county.
- At least one (1) selection is required.

* Counties of Operation

Statewide []	Alcona []	Alger []	Allegan []	Alpena []	Antrim []
Arenac []	Baraga []	Barry []	Bay []	Benzie []	Berrien []
Branch []	Calhoun []	Cass []	Charlevoix []	Cheboygan []	Chippewa []
Clare []	Clinton []	Crawford []	Delta []	Dickinson []	Eaton []
Emmet []	Genesee []	Gladwin []	Gogebic []	Grand Traverse []	Gratiot []
Hillsdale []	Houghton []	Huron []	Ingham []	Ionia []	Iosco []
Iron []	Isabella []	Jackson []	Kalamazoo []	Kalkaska []	Kent [X]
Keweenaw []	Lake []	Lapeer []	Leelanau []	Lenawee []	Livingston []
Luce []	Mackinac []	Macomb []	Manistee []	Marquette []	Mason []
Mecosta []	Menominee []	Midland []	Missaukee []	Monroe []	Montcalm []
Montmorency []	Muskegon []	Newaygo []	Oakland []	Oceana []	Ogemaw []
Ontonagon []	Osceola []	Oscoda []	Otsego []	Ottawa []	Presque Isle []
Roscommon []	Saginaw []	St. Clair []	St. Joseph []	Sanilac []	Schoolcraft []
Shiawassee []	Tuscola []	Van Buren []	Washtenaw []	Wayne []	Wexford []

Project Summary

Instructions

- All fields marked with a red asterisk (*) are required.
- After completing all required fields, click **SAVE** to store the information on this page.
- To clear all information on this page, click **DELETE**.
- To navigate to the next application form, you may use the Next Form navigation button at the bottom of the page.
NOTE: Using the navigation buttons at the bottom of the page will automatically **SAVE** the page.
- **Completion of this page is required for application submission.**

Summary of Proposed Project

Instructions

- Provide a brief description of what the project will entail.

* **Project Summary**

Kent County continues to see an increase in crashes. To address this issue, grant-funded departments will use overtime funds to conduct directed enforcement for speed, impaired driving, seat belt use, and other hazardous driving behaviors.

The Wyoming Department of Public Safety is also seeking an accident reconstruction equipment (drone) grant during this grant cycle. This equipment is crucial for investigating, documenting, and preventing severe/fatal injury accidents through improved efficiency, enhanced safety, and highly accurate reconstruction.

Problem Statement

Instructions

- All fields marked with a red asterisk (*) are required.
- After completing all required fields, click **SAVE** to store the information on this page.
- To clear all information on this page, click **DELETE**.
- To navigate to the next application form, you may use the Next Form navigation button at the bottom of the page.
NOTE: Using the navigation buttons at the bottom of the page will automatically SAVE the page.
- **Completion of this page is required for application submission.**

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

Instructions:

- Describe the traffic safety problem or deficiency that the proposed project is intended to correct.
- Identify and cite the data, statistics or facts relevant to the problem. The following links may be used to collect data: [Michigan Traffic Crash Facts \(MTCF\) Annual Reports and Statistics](#)
- Use the most recent information possible. State the purpose of the project and the overall goal.
- Explain how you propose to solve the problem. Your solution should show a logical relationship to the problem.

* Problem Statement:

According to comprehensive research from the National Highway Traffic Safety Administration (NHTSA), 94 percent of all crashes are the result of driver error.

The U.S. Code: Title 23: Section 404 requires a statewide, high-visibility special traffic enforcement program (STEP) for impaired driving and occupant protection and that emphasizes publicity during three campaigns – impaired driving in December, occupant protection in May, and impaired driving in August.

Distracted driving represents a dangerous behavior on today's roadways. The National Highway Traffic Safety Administration (NHTSA) defines distracted driving as anything that diverts the driver's attention from the primary tasks of driving the vehicle and responding to critical events, anything that takes the driver's eyes off the road (visual distraction), hands off the wheel (manual distraction), or mind off the driving task (cognitive distraction).

In Kent County, 6.7 percent of police-reported crashes in 2022 involved at least one distracted motor vehicle driver. Crashes involving distracted drivers tended to be more severe than crashes involving non-distracted drivers, with 25.1% of distracted driver crashes involving some degree of injury.

Crashes in Kent County rose from 17,056 in 2020 to 20,150 in 2022, indicating a significant increase and cause for concern.

Fatal Crashes in Kent County rose from 50 in 2022 to 58 in 2023, again a significant increase and cause for concern. The participating grant agencies: Wyoming, Walker, Kentwood, Grand Rapids, and Kent County accounted for 56 of the 58 fatalities in 2023.


In 2022, Kent County had 302 individuals killed or seriously injured in speed-related crashes; this was the second most in any county throughout the state.

Seat belt use in Kent County increased slightly from 91 percent in 2021 to 95.6 percent in 2022.

Kent County's crash profile is attached with supporting information for the facts listed above and additional crash data.

Goals & Activities

Instructions

- All fields marked with a red asterisk (*) are required.
- After completing all required fields, click **SAVE** to store the information on this page.
- To clear all information on this page, click **DELETE**.
- To navigate to the next application form, you may use the Next Form navigation button at the bottom of the page.
- **NOTE:** Using the navigation buttons at the bottom of the page will automatically **SAVE** the page.
- **Only one goal per page is allowed. Multiple activities are allowed for each goal; however, each goal must be entered on separate pages. To enter additional goals:**
 - Click the **ADD** button at the top of the page and complete the blank form.
 - After the second page has been **SAVED**, a folder icon followed by a right arrow icon  will appear next to the Goals & Activities menu item in the left navigation menu.
 - Clicking the arrow next to the folder will display a sub-menu containing the list of the pages that have already been entered.
 - Click one of the links in the sub-menu to **access a page**.
- **Completion of at least one instance of this page is required for application submission.**

Anticipated Project Goals & Activities

Instructions

- List an anticipated goal and/or outcome for the proposed project.
- Describe activities to be performed by the applicant agency to reach anticipated goal and/or outcome.
- Provide a date of anticipated activity completion.
- Goals serve as the foundation upon which the project is built. Use the **SMART** model. Goals must be **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime bound.
- Federal Performance Measures can be found at [Michigan.gov](https://www.michigan.gov).

Anticipated Goal

* Goal

Reduce the number of traffic fatalities in Kent County by 1% from 50 incidents (55 killed) in 2022 to 49 (54) in 2025.

Reduce the number of injury crashes in Kent County by 2% from 3,768 (5094 injured) to 3693 (4942) in 2025.

Project Activity

*** Activities**

Project Activity 1: Each grant-funded agency will conduct grant-funded overtime traffic enforcement details between the following mandatory enforcement periods:

- *December 11, 2024-January 1, 2025 (impaired driving enforcement)*
- *April 1-30, 2025 (distracted driving enforcement)*
- *May 19-June 1, 2025 (seat belt enforcement)*
- *July 1-30, 2025 (speed enforcement)*
- *August 15-September 1, 2025 (impaired driving enforcement)*

In addition to the mandatory enforcement periods listed above; each grant-funded agency may conduct additional enforcement details as needed throughout the year.

Officers will stop vehicles for hazardous moving violations and take appropriate enforcement action each week during the enforcement periods. The increased marked police presence in the area will not only raise awareness of enforcement being conducted but also deter hazardous driving behavior.

Officers will strictly enforce seatbelt/texting violations.

Coordinate existing State Police Aerial assets to coincide with visibility enforcement periods to locate and identify problem areas/drivers proactively. Aerial assets have already been provided to Kent County during the Safer Cities initiative.

Project Activity 2: Each grant-funded agency will promote enforcement efforts by utilizing public information materials provided by OHSP through September 30, 2025.

Project Activity 3: As applicable, each grant-funded agency will report required enforcement activity by the following dates:

- *January 6, 2025*
- *May 5, 2025*
- *June 9, 2025*
- *August 4, 2025*
- *September 8, 2025*

Project Activity 4: (WYDPS ONLY) The Wyoming Department of Public Safety is dedicated to ensuring the safety and security of our community members. In pursuit of this mission, we are seeking funding to acquire a public safety unmanned aerial system (drone) for the purpose of crash reconstruction and traffic management. Integrating drone technology into our current operations will significantly improve our capabilities in addressing traffic-related issues and ensuring public safety on our roadways. The additional technology will assist WYDPS in investigating traffic accidents more quickly and accurately, especially on main thoroughfares.

*** Date of Anticipated Activity Completion**

09/30/2025

Budget Summary

Instructions

- This is a **view-only** page that displays an overview of values entered on each individual budget page.
- If any changes are made to the budget pages after the initial first load of this page, this page must be revisited to obtain and store updated budget values before document submission.
- This page automatically saves upon each page load to store updated budget values; no **SAVE** button is needed.

Budget Request Summary

Instructions

- Review all of the information in the summary table below.
- If data looks incorrect, return to the necessary budget page(s) and adjust values as needed.
- The total Grant Funds amount requested must be greater than \$0.

FEIN [REDACTED]	STARTING DATE 10/01/2024	ENDING DATE 09/30/2025	FISCAL YEAR 2025
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Cost Category Summary

Cost Category Function Title	Federal	Local Match	Total
Personnel - Salaries & Wages Costs	\$0.00	\$0.00	\$0.00
Personnel - Overtime Costs	\$150,330.70	\$0.00	\$150,330.70
Contractual Service Costs	\$0.00	\$0.00	\$0.00
Travel Costs	\$0.00	\$0.00	\$0.00
Supplies & Operating Costs	\$0.00	\$0.00	\$0.00
Equipment Costs	[REDACTED]	\$0.00	[REDACTED]
Indirect Costs	\$0.00		\$0.00
Total	[REDACTED]	\$0.00	[REDACTED]

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM
ARROWHEAD UPFITTERS, INC. TO UPFIT POLICE VEHICLES

WHEREAS:

1. On July 19, 2021, City Council approved Resolution number 27088 accepting a proposal from Arrowhead Upfitters, Inc. to upfit police vehicles through June 30, 2024.
2. As detailed in the attached staff report, Arrowhead Upfitters, Inc. has provided the City with a proposal to extend the agreement with a price increase of approximately \$3,500.00 per vehicle through January 17, 2026.
3. It is recommended City Council accept the proposal.
4. It is estimated the City will spend \$44,000 for upfitting the police vehicles.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Arrowhead Upfitters, Inc. to upfit police vehicles through January 17, 2026.
2. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

Staff Report

Date: January 22, 2025
Subject: Police Vehicle Upfitting
From: Don Roest, Fleet Services Supervisor
CC: Myron Erickson, P.E., Director of Public Works
Meeting Date: February 3, 2025

RECOMMENDATION:

It is recommended the City Council extend the contract for police vehicle upfitting to Arrowhead Upfitters, Inc. for three patrol vehicles at the prices shown on the attached and authorize the City Manager to execute the contract.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

In 2021 via resolution 27088, the City entered into a contract with Arrowhead Upfitters, Inc. to “upfit” police cars by installing City-specific lights, wiring, seating, cabling, locks, and other accessories on and in each vehicle. Their work meets City standards, conforms with existing equipment, and is done in a financially prudent and timely manner.

Three patrol vehicles were recently delivered to the Fleet Services division and need to be upfitted before they can be put into service. It is important to maintain consistency while upfitting so police officers can move from vehicle to vehicle and have everything located in the same place. In an effort to maintain this consistency, it is recommended that City Council extend the contract with Arrowhead Upfitters, Inc. This extension reflects an increase of approximately \$3,500.00 per vehicle from the 2021 pricing. It is estimated that the city will spend approximately \$44,000 for upfitting these vehicles.

BUDGET IMPACT:

Sufficient funds exist in the appropriate motor pool accounts.

Attachment(s):
Contract

CITY OF WYOMING

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

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

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

Contractor means: Arrowhead Upfitters, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
5431 Davison Road Suite A
[Contractor's street address]
Lapeer, MI 48446
[Contractor's city, state & zip]

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

Effective Date means: February 4, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means 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 in the Proposal.

TERMS AND CONDITIONS

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

- Contractor will perform the Work and supply the Goods as detailed in the Proposal.
- City will pay the Contractor in accordance with the Proposal.
- 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."]

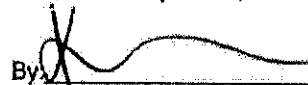
- If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
- This is the only agreement between the parties regarding City engagement of Contractor 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

Arrowhead Upfitters, Inc.

By: _____
John Shay, City Manager

By: 
(Signature of officer, director, or principal of Contractor)
Kaitlin Stoneburg / Principal of Contractor
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: _____, 20__

Date signed: January 23, 2025

Approved as to form:

Heather Chapman, Deputy City Attorney

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

4. Qualifications. Contractor represents and promises that:

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

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

the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfor.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 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 shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

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

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



Arrowhead Upfitters
 5431 Davison Road Suite A
 Lapeer, MI 48446
 Tel: (810) 969-4420

Estimate

#EST1058

1/17/2025

Bill To
 City of Wyoming
 1155 28th St SW
 Wyoming MI 49509

Ship To
 City of Wyoming
 ATTN: Ken Rich
 2660 Burglingame Ave SW
 Wyoming, MI 49509
 Wyoming MI 49509

Expires	Exp. Close	Shipping Method
2/16/2025	1/17/2025	Best Way

Item	Description	Quantity	Rate	Amount
ENNLB01844-3 K6	48"/122cm 9-32 VOLT NFORCE NXT LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY R/W B/W R/A B/A Hook - PNFLBF14 Vehicle - 2023 Dodge Durango	1	\$2,475.00	\$2,475.00
DISC	Promotional Discount for 48" SoundOff NXT lightbar		(\$500.00)	(\$500.00)
36-4075	Push Bumper Elite	1	\$454.00	\$454.00
36-600554	Elite 23.5" 4 Light Channel, Soundoff, 4 Hole	1	\$44.00	\$44.00
ENFRMS1R	nFORCE® Warning Module (only), SAE Class 1, 10-16v, 6 LED Single Color Red	2	\$85.00	\$170.00
ENFRMS1B	nFORCE® Warning Module (only), SAE Class 1, 10-16v, 6 LED Single Color Blue	2	\$85.00	\$170.00
EMPS2QMS2R	mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	1	\$121.00	\$121.00
EMPS2QMS2B	mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	1	\$121.00	\$121.00
S-2009	Triton 100W Speaker	1	\$139.00	\$139.00
EMPS2STS2R	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	2	\$121.00	\$242.00
EMPS2STS2B	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	2	\$121.00	\$242.00
PMP2WSSSB	Window Shroud Kit for 4" Light w/ Stud Mount - Black	4	\$15.00	\$60.00
EMPS1QMS1R	mpower® 3" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 4 LED, Single Color - Red	1	\$89.00	\$89.00
EMPS1QMS1B	mpower® 3" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 4 LED, Single Color - Blue	1	\$89.00	\$89.00



EST1058



Arrowhead Upfitters
 5431 Davison Road Suite A
 Lapeer, MI 48446
 Tel: (810) 969-4420

Estimate

#EST1058

1/17/2025

Item	Description	Quantity	Rate	Amount
PSSP6714D18A	Poly Center Slider Window with Expanded Metal Insert	1	\$1,032.00	\$1,032.00
S6702D18OSB	Standard Transport Seat w/ 1/4" Poly Window Cargo Barrier and Outboard Seat Belts	1	\$1,878.00	\$1,878.00
FP67D18	Charcoal Grey ABS, Floor Pan	1	\$242.00	\$242.00
WB67NPD18	Pair, Steel Window Bars (for use with OEM Door Panels only)	1	\$277.00	\$277.00
EBSDL0002-D	obSERVE+ Dome Light - 3" Round, Dual Color - Red/White	4	\$72.00	\$288.00
G5000	Single Weapon, Flat Surface Mount - Shotgun	1	\$394.00	\$394.00
G5000	Single Weapon, Flat Surface Mount - M4	1	\$394.00	\$394.00
7170-0885-01	2021+ Dodge Durango Standard Console Box Kit with Printer Mount, Cup Holder	1	\$930.00	\$930.00
CG-X	ChargeGuard-Select	1	\$89.00	\$89.00
MD-ARM-0603	Swivel Arm Mount With 6" Base, 3" Extension	1	\$123.00	\$123.00
7160-1337-01	Close-To-Dash Mount with 3" Extension Arm for Mid-Size SUVs	1	\$289.00	\$289.00
7160-0872	Offset Adapter Bracket	1	\$44.00	\$44.00
14331	Power Car Adapter for Brother PocketJet Printers	1	\$38.00	\$38.00
LGMM-EXT-R-SLT	LGMM Thick Panel Slotted Adapter Kit	1	\$38.00	\$38.00
RNMOT58UMU MB17I	Brass 3/4 Inch Thru-Hole NMO Mount with 17 Ft. RG-58/U Cable and Installed Mini UHF Connectors	1	\$29.00	\$29.00
SC-7009-A	Adjustable Gun Lock Timer	2	\$49.00	\$98.00
7160-1048	Equipment Storage Box for Electronics	1	\$516.00	\$516.00
MMSU-1	Magnetic Mic Single Unit	2	\$40.00	\$80.00
Materials	Wire, loom, fuses, and other shop supplies	1	\$400.00	\$400.00
Labor	Labor	1	\$2,895.00	\$2,895.00

Subtotal \$13,990.00

Tax (0%) \$0.00

Total \$14,390.00



EST1058

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
HYDRAULIC MODELING ENGINEERING SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Prein and Newhof, Inc. to provide hydraulic modeling engineering services for the Hook Tower Rehabilitation Project in the total estimated amount of \$15,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Prein and Newhof, Inc. for hydraulic modeling engineering services.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Proposal

Agreement

Resolution No. _____

STAFF REPORT

Date: January 28, 2025
Subject: Hydraulic Modeling Services for Hook Tower Rehabilitation Project
From: Jaime Fleming - Superintendent
CC: Myron Erickson, P.E. – Director of Public Works
Meeting Date: February 3, 2025

RECOMMENDATION:

It is recommended that City Council approve hydraulic modeling engineering services from Prein and Newhof up to the amount of \$15,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve city infrastructure and service reliability

DISCUSSION:

The Hook Avenue water tower provides water storage and pressure regulation to the City's water distribution system. The tower is scheduled to undergo structural rehabilitation and painting work beginning March 1, 2025 with an expected completion date of May 15, 2025. During this time, the water tower will need to be drained and taken out of service. Staff from the Drinking Water Plant and Public Works collaborated to create a strategic approach to maintain distribution system operations during this time.

The City's hydraulic model, created and maintained by Prein and Newhof, can simulate water system flow and pressure conditions under various scenarios. These simulations can evaluate and validate the proposed operational strategy, identify potential concerns, and provide contingency plans in case of an emergency or unforeseen circumstances while Hook Tank is out of service.

Prein and Newhof provided a proposal for the modeling services, to be completed by mid-February, with a not-to-exceed amount of \$15,000.00.

BUDGET IMPACT:

Adequate funds exist in the Water Fund account 591-537-55300-801.000.

January 27, 2025

Ms. Jaime Fleming, Drinking Water Plant Superintendent
City of Wyoming Water Plant
16700 New Holland St
Holland, MI 49424

RE: Proposal for the City of Wyoming –
Evaluation of System Operation without Hook Tank

Prein&Newhof is pleased to submit this proposal for hydraulic modeling of the City of Wyoming water distribution system.

Project Understanding

The City of Wyoming is embarking on maintenance activities on the Hook Tower starting March 1, 2025. The tank will be removed from service while it is painted both inside and out over potential a 75-day period.

The City has an operations plan for when the tank is out-of-service. The goal of this project is primarily two-fold:

1. Evaluate the operations plan and identify operational concerns.
2. Evaluate additional contingencies available due to an emergency or unforeseen issue.

Scope of Services

Task 1: Obtain and Review Details on Operations Plans and Contingencies

We will review the details provided by the City of Wyoming including the following:

- a. The operations plan for normal operation when the Hook Tank is out-of-service. This includes operations under various conditions that may occur including pump and valve settings.
- b. The options for operations in the event the proposed operations plan is not adequate. This could include options for an emergency or some specific abnormal condition.
- c. Information provided on the City of Grand Rapids system including interconnections and the Tulip Tank
- d. Water system data during the City's system 'testing' including system pressures when simulating the proposed operations plan.

Task 2: Perform System Evaluation with the Operations Plan for Hooker Tank Out-of-Service

We understand that currently the plan involves opening an interconnect between the high and low pressure districts and utilizing a specific pumping strategy at Gezon.

- a. We will evaluate the system with the Hook Tank out-of-service and the operations plan in place. We will prepare model scenarios for average day and maximum day demands under both steady-state and extended period conditions.
- b. We will look for weaknesses with the plan.
- c. We will identify possible areas of low/high pressure and areas that should be monitored closely.

Task 3: Evaluate alternatives for reliable supply to customers with the Hook Tank Out-of-Service

We will review other potential approaches including the following:

- a. Evaluate potential adjustments to the operations plan that would improve system hydraulics or reliability of supply to customers. This includes contingencies if monitoring during the operations indicates that there is potential service issue.
- b. Evaluate impacts of opening the interconnect(s) including near the Tulip Tank, if it is needed.
- c. Evaluate alternative backup strategies

Task 4: Prepare a Summary Letter

Fees and Schedule

We propose to provide the services described above on a time and materials basis plus expenses for a not-to-exceed total of \$15,000, in accordance with the master engineering agreement. Should additional services be needed, we would contact you and obtain your authorization prior to performing such services.

We propose to begin the work promptly upon approval and notice to proceed. We will provide periodic updates of the results and propose a completion date of about 2 week prior to the start of the maintenance work, or February 17, 2025.


Thank you for giving us the opportunity to present this proposal to you. Feel free to contact us with any additional thoughts or questions.

Sincerely,

Prein&Newhof



Mark R. Prein, P.E.



Thomas A. Smith, P.E.

MP/tas

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT

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

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

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

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

Effective Date means February 4, 2025.

Professional means Prein & Newhof, Inc., a Michigan corporation of 3355 Evergreen Dr NE, Grand Rapids, MI 49525.

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

Proposal means Professional's proposal attached as Exhibit B.

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

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

TERMS AND CONDITIONS

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

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

None.

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

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

City of Wyoming

By: _____
John Shay, City Manager


Date signed: _____, 20__

Approved as to form:



Heather Chapman, Deputy City Attorney

Prein & Newhof, Inc.

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

Date signed: January 28, , 2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. Qualifications. Professional represents and promises that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Payment to Professional.

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

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

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

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

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

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

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

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

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

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating actions or failure to act that did not comply with the provision, and proposing the action

to be taken to address the alleged non-compliance. The receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

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

13. Professional Liability and Risk Allocation.

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

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

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

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

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

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

14. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$1,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

15. General Terms.

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

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

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

EXHIBIT B
PROPOSAL

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH GEORGETOWN TOWNSHIP
FOR THE CONSTRUCTION OF A NEW WATERMAIN ON
KENOWA AVENUE SOUTH OF 56TH STREET

WHEREAS:

1. Georgetown Township is desirous of constructing a watermain in Kenowa Avenue from 56th Street to 60th Street to provide water to township and City of Wyoming residents.
2. Kenowa Avenue is a borderline street where the two communities typically share equally in maintenance and improvement costs.
3. Georgetown Township has prepared the attached City-City Cost Sharing Agreement outlining the rights and obligations for the parties for the associated project.
4. The anticipated cost for Wyoming's share, based upon the Engineer's Estimate, is approximately \$376,250.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached City-City Cost Share Agreement with Georgetown Township for the construction of a new watermain in Kenowa Avenue south of 56th Street to 60th Street in Kenowa Avenue.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS: Staff Report
 City-City Cost Share Agreement

Resolution No. _____

STAFF REPORT

Date: January 21, 2025
Subject: Kenowa Avenue Watermain City-City Cost Sharing Agreement with Georgetown Township
From: Russ Henckel, Assistant Director of Public Works - Engineering
CC: Myron Erickson, Director of Public Works
Meeting Date: February 3, 2025

RECOMMENDATION:

It is recommended that City Council enter into an agreement with Georgetown Township to share in the costs for the construction of a new watermain along Kenowa Avenue south of 56th Street. The new watermain will serve residents of both communities.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Kenowa Avenue is a borderline street with Georgetown Township along the western city limit. The Cities of Wyoming and Georgetown Township typically share equally in costs for improvements performed by either municipality when performed along the borderline section. Georgetown Township desires to construct a new watermain along Kenowa Avenue that will provide water service to both communities. The new watermain will extend south from 56th Street to 60th Street and will be designed and constructed by Georgetown Township. The proposed watermain will provide water to both, Wyoming and Georgetown Township residents. Wyoming will share in the costs of the design and construction of the new main.

Georgetown Township will lead the project and has submitted the attached City-City Agreement outlining each party's obligations and commitments. It is estimated that Wyoming's share of the project will be approximately \$376,250 for the Design, and Construction of the new watermain in Kenowa Avenue from 56th St to 60th St as outlined in Exhibit A of the agreement.

BUDGET IMPACT:

Funds are available in the Water Fund, Capital Outlay Watermain Account (591-441-57300-972.573).

COST-SHARING AGREEMENT FOR
KENOWA AVENUE WATER MAIN EXTENSION
FROM 56TH/BARRY STREET TO 60TH/JACKSON STREET

THIS COST-SHARING AGREEMENT (the “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between Georgetown Charter Township, a Michigan charter township, with an address of 1515 Baldwin Street, Jenison, MI 49429 (the “Township”) and the City of Wyoming, a Michigan municipal corporation, with an address of 1155 28th St SW, Wyoming, Michigan 49509 (“the City”). The Township and the City may be referred to jointly herein as “the Parties” and individually as a “Party.”

RECITALS

- A. On December 23, 1980, the Parties entered into an agreement for water main construction along Kenowa Avenue north of 56th Street.
- B. There are several water services/pipes on both sides of Kenowa Avenue between 56th/Barry Street and 60th/Jackson Street that are tapped off the water main in 56th/Barry Street that extend to parcels fronting on Kenowa Avenue. These services/pipes have required several repairs.
- C. The water quality from wells in the area is not adequate, and the Parties have determined that it is economically beneficial for both Parties to construct one water main extension from 56th/Barry Street to 60th/Jackson Street (“the Kenowa Water Main Extension”) and share the costs for that construction rather than having each community construct a water main in that portion of Kenowa Avenue.
- D. The Parties desire that the Township perform and be responsible for the design, engineering, construction, and inspection of the Kenowa Water Main Extension.
- E. By entering into this Agreement, the Parties desire to define their respective rights and responsibilities with respect to the Project, and to establish each party’s estimated share of the costs for the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the respective covenants contained herein, the Parties agree as follows:

1. Scope of Project. The undertaking will consist of designing, engineering and constructing a 12-inch water main extension to be built 20-feet east of the centerline of Kenowa Avenue between 56th/Barry Street and 60th/Jackson Street (the “Project”).

2. Estimated Total Project Cost. The estimated total cost of the Project is \$945,000.00, which amount includes construction costs, engineering costs, design engineering costs, construction engineering/inspection costs, and all other costs associated with the Project. These costs will be shared between the Parties as more fully described in **Exhibit A** (“Estimated Local Share”), which is attached hereto and incorporated by reference herein.
3. Actual Share of Costs. The estimated total Project cost amount is an estimate. The actual share of costs to be split between the Parties will be based on actual bids accepted and the actual, as constructed amount incurred.
4. Construction, Engineering, Inspection and Maintenance of the Project. The Township will be responsible for the construction, engineering, inspection, and maintenance of the Project. The Township will administer the Project, and the Township will be responsible for maintenance of the Kenowa Water Main Extension following completion of the Project.
5. Payment. The Township will pay the initial cost of the Project. Thereafter, the Township will invoice the City for its share of the actual costs of the Project. Within 30 days of receiving said invoice with supporting documentation reasonably acceptable to the City, the City will reimburse the Township for the City’s share of the cost of the Project as specified in **Exhibit A**.
6. Connection Charges and Installation Fees. Each Party will keep their respective connection charges. Water services from the Kenowa Water Main Extension will be installed by the Township. All installation fees for water services connected to the Kenowa Water Main Extension will be paid to the respective communities at their current fees, at the time of the connection. The City shall reimburse the Township for the Township’s installation fees for City customers connecting to the Kenowa Water Main Extension within 30 days of receiving an invoice from the Township.
7. Water Service Connections, Meters, Payment for Water Service. Water services from the Kenowa Water Main Extension will be installed and maintained by the Party in whose jurisdiction the water services are located from the Kenowa Water Main Extension to the curb stop and box. The private portion of the water services shall be installed and maintained by the Party in whose jurisdiction the water services are located. Meters shall be provided, installed, maintained, replaced and read by the respective Party in whose jurisdiction the meter is located. For customers within the City with service connections to the Kenowa Water Main Extension, the City shall collect payment from said customers per the City’s fee schedule. On a quarterly basis, the City shall reimburse the Township at the Township’s current rates for all City customers connected to the Kenowa Water Main Extension. The City shall retain any millage collected for its water systems. Upon reasonable prior notice to the City, the Township reserves the right to inspect the City’s water meters for customers with service connections to the Kenowa Water Main Extension.

8. Extensions of the Kenowa Water Main Extension. Any extensions of the Kenowa Water Main Extension within the Township must be approved in writing by the Township Board, and built in accordance with the Township's standards. The Township will not be responsible for any costs associated with extensions of the Kenowa Water Main Extension into the City limits, but those City Extensions shall likewise be built in accordance with the Township's standards and subject to written approval from the Township Board.
9. Each Party Responsible for Own Acts. Each Party to this Agreement will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the Agreement, as provided by this Agreement or by law. In addition, this is not intended to increase or decrease either Party's liability for, or immunity from, tort claims. This Agreement is also not intended, nor will it be interpreted, to give either Party a right of indemnification against the other Party, either by contract or by law, for claims arising out of the performance of this Agreement.
10. Governmental Immunity. No Party to this Agreement waives its governmental immunity by entering into this Agreement. Each Party fully retains all immunities and defenses provided by law with respect to any action based upon, or occurring as a result of, this Agreement.
11. Entire Agreement. This Agreement, together with any exhibits, shall constitute the entire agreement between the parties. Any prior understanding, representation, or negotiation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.
12. Modification/Amendment. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party.
13. Rights and Obligations. The rights and obligations of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity.
14. No Third Party Beneficiaries. This Agreement is not intended, and shall not be construed, to give any third party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.
15. Supersedes Prior Agreements. This Agreement supersedes and replaces any and all prior agreements and contracts between the Parties regarding the subject matter of this Agreement.

16. Breach, Default and Remedies. In the event of a breach or default of this Agreement by either party, the non-breaching/non-defaulting Party shall have such remedies as are available pursuant to Michigan law or equity. Specific performance is a remedy expressly available to the non-breaching/non-defaulting Party. All remedies shall be deemed to be cumulative and not exclusive or preclusive. This Agreement may be enforced at law or in equity in the Kent County Circuit Court (or equivalent court). Venue shall be in Kent County.
17. Severability. If any term, provision or clause of this Agreement is determined to be unconstitutional or unenforceable by a court of competent jurisdiction, that shall not affect any other provision or clause of this Agreement and the remainder of this Agreement shall remain in full force and effect.
18. Binding Effect; Authority. The Parties hereto agree, represent and warrant that they have full authority to sign this Agreement and to make it fully binding and enforceable.
19. Time is of the Essence. Time will be of the essence regarding this Agreement.
20. Applicable Law. This Agreement shall be governed by the laws of the State of Michigan.
21. Counterparts; Effective Date. This Agreement may be executed in two counterparts, each of which when executed shall constitute an original, but all counterparts together shall constitute but one and the same instrument. This Agreement shall be effective as of the date first written above.
22. Waivers. A waiver of any right or remedy under this Agreement or as provided by law is only effective if given in a writing signed by all Parties and shall not be deemed to be a waiver of any other breach or default. A failure or delay by a Party in exercising any right or remedy under this Agreement or by law shall not constitute a waiver of that or any other right or remedy thereafter.
23. Entire Agreement; Jointly Drafted. This Agreement constitutes the entire agreement and understandings between the Parties relating to the subject matter of this Agreement. This Agreement supersedes all prior negotiations, courses of dealing, other agreements and all representations and promises, whether written or oral, relating to the subject matter of this Agreement. This Agreement shall be deemed jointly drafted by all Parties.
24. Notices.

(a) To Georgetown Charter Township: Township Clerk
Georgetown Charter Township Office
1515 Baldwin Street
PO Box 769
Jenison, MI 49429

(b) To City of Wyoming:

City Clerk
1155 28th Street SW
Wyoming, MI 49509

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year above first written:

GEORGETOWN CHARTER TOWNSHIP:

By: _____
James Wierenga
Its: Supervisor

And By: _____
Kelly Kuiper
Its: Township Clerk

CITY OF WYOMING:

Approved as to form:


Scott G. Smith, City Attorney

By: _____
Kent Vanderwood
Its: Mayor

And By: _____
Kelli VandenBerg
Its: City Clerk

Add parcel exhibit map to show parcels that will be served by the new watermain

EXHIBIT A

Project Cost Estimate

12-inch Water Main (including restoration)	2,800 feet	\$270/foot	\$756,000
Engineering and Contingency			\$189,000
Estimated Total Cost of the Project			\$945,000

Cost Estimate for 8-Inch Water Main to Calculate Local Share

8-inch Water Main (including restoration)	2,800	\$215/foot	\$602,000
Engineering and Contingency			\$150,500
Estimated Project Cost for 8-inch Water Main			\$752,500

Estimated Local Share

City of Wyoming		\$376,250
Georgetown Charter Township		\$568,750
Total		\$945,000

The Estimated Local Share is based on the City paying for one-half of the Project costs for the installation of an 8-inch water main extension and the Township paying one-half of the project costs for the installation of an 8-inch water main extension and any oversizing cost to increase the main to a 12-inch water main. The estimated costs set forth above are estimates only. The actual costs to be shared will be based on bids. (The estimate does not include cost for water services).

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR THE PURCHASE OF
TURBIDITY PROBES FOR THE CLEAN WATER PLANT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Systems Specialties Company for the purchase of turbidity probes for the Clean Water Plant in the total estimated amount of \$20,830.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Systems Specialties Company for the purchase of turbidity probes for the Clean Water Plant.
2. City Council authorizes the City Manager to sign the contract.
3. City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: January 16, 2025
Subject: Purchase of CWP Turbidity Probes
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Myron Erickson, Director of Public Works
Meeting Date: February 3, 2025

RECOMMENDATION:

It is recommended the City Council accept the proposal from System Specialties Company for the purchase of turbidity probes for the Clean Water Plant in the amount of \$20,830.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Clean Water Plant utilizes various probes throughout the wastewater treatment process to obtain live data and monitor the biological and treatment conditions in real-time. One such probe installed in each of the four final clarifiers measures water clarity, commonly referred to as turbidity. Turbidity data from the primary clarifiers provides valuable insight into the treatment process and directly impacts the plant's UV disinfection system. Plant operations adjust the treatment process based on this data.

The current turbidity probes were installed in 2010 and have exceeded their expected lifespan. Given their important function and impact on plant efficiency, replacing the four turbidity probes and associated components is necessary. To address this, System Specialties, the sole sales and service representative for the probe manufacturer, YSI, was contacted for a replacement proposal.

Following a site visit to evaluate the existing installation, System Specialties collaborated with plant staff to identify the appropriate replacement components. The company submitted a proposal that includes four turbidity and required accessories in the amount of \$20,830.00. Once the order is received, the plant's talented maintenance staff will handle the removal of the outdated probes and the installation of the new probes.

BUDGET IMPACT:

Adequate funds exist in Sewer Fund capital account #590-536-54400-986.444.

CITY OF WYOMING

CITY PURCHASING CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$7,500)

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

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

Effective Date means: January 22, 2025.

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

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

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

Supplier means: Systems Specialties Company
(Name of supplying entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
390 Enterprise Court
(Supplier's street address)
Bloomfield Hills, MI 48302
(Supplier's city, state & zip)

TERMS AND CONDITIONS

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

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

None.

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

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

City of Wyoming

By: _____
John Shay, City Manager

Approved as to form:



Scott G. Smith, City Attorney

Systems Specialties Company

By: _____
(Signature of officer, director, or principal of Supplier)
JRM Lauen
(Typed/Printed Name & Title of Person Signing for Supplier)

Date signed: 1/14, 2024

CITY OF WYOMING

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. **Qualifications.** Supplier represents and promises that:

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Payment to Supplier.**

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

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

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

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

8. **Information, Quality, and Related Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Risk Allocation.** Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and

consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

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

18. **Insurance.**

A. Supplier shall maintain the following insurance:

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

19. **General Terms.**

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

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

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

**Exhibit B
Proposal**



a xylem brand

Quote Number: B251920 - REV 2
Quote Date: 01/13/25
Expiration Date: 01/31/25
REVISION 2

Attn: Kurt Somsel
System Specialties

Dave Bartz - City of Wyoming

Submitted By:
Myra Michaels
Xylem Analytics
1700/1725 Bramnum Lane
Yellow Springs, Ohio 45387
937-478-8082
myra.michaels@xyleminc.com

Local Representative:

Kurt Somsel, Systems Specialist

YSI, a Xylem brand, is pleased to offer the following quotation

Part Number	Description	Quantity	Unit Price	Total Price
480042Y	SACIQ 7.0 Sensor Connection cable, IQ, 7 m, 22.9 ft	4	\$155.00	\$620.00
480070Y	SNCIQ-250 IQ Cable, 2 Wire w/Shield, 250 Meter Roll (820 ft.) IQ.Sun Shield, Plastic, for 2020 & 282 module mounting, also used for mounting air cleaning box.	1	\$2,125.00	\$2,125.00
109295Y	SSH IQ Passive Junction Box IQ, 4 IQ Sensor Net Connections.	3	\$155.00	\$465.00
480008Y	MIQ/ JB CC-Box, flexible conduit adapter for IQ module connections, 3/4 inch diameter	4	\$325.00	\$1,300.00
900120Y	CC-Box Turbidity probe for IQ System	4	\$35.00	\$140.00
600010Y	VisoTurb 700 IQ Sensor coupling for SACIQ sensor cable to 1 1/2" SCH 80 PVC pipe	4	\$3,945.00	\$15,780.00
559327-2Y			\$100.00	\$400.00
			TOTAL	\$20,830.00

Please note the following:

- The quotation is limited to supplying the equipment described above. It does not include power or current output cable, supports, or other materials except that which are specifically listed above.
 - YSI IQ SensorNet Equipment, Controllers have a 3 year factory warranty, sensors have a two year factory warranty. Consumables for pH have a 6 month warranty. DO consumables have a 2 year warranty.
 - Integrated lightning protection included on all YSI IQ SensorNet products when instruments & sensors are wired with approved IQ SensorNet Cable model SNCIQ.
 - PVC extension poles that suspend the sensors in the process are to be supplied by others.
- All prices are in USD

Term: The prices and estimated delivery in this quotation are good for 10 DAYS

Term: Net 30 days Standard
FOB: Yellow Springs, OH

SHOULD WE BE FAVORED WITH AN ORDER
PLEASE MAKE YOUR PURCHASE ORDER OUT TO:

Systems Specialties Company
390 Enterprise Court
Bloomfield Hills, MI 48302
Phone# 248 332 0099
ATTN: Steve Ingram
stingman@syspec.com

Best Regards,

Myra Michaels

Kurt Somsel

Myra Michaels
North Central Regional Manager
Xylem Analytics

Kurt Somsel
YSI Michigan Rep
Systems Specialties Company

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR UNDERWATER INTAKE INSPECTION

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Underwater Construction Corporation for underwater inspection of the Water Treatment Plant's 66-inch diameter intake pipe, terminal structures, wet wells, and the zebra mussel control chemical line in the total amount of \$32,980.00.
2. It is further recommended the City Council authorize a \$6,000.00 contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Underwater Construction Corporation for underwater intake inspection in the total amount of \$32,980.00.
2. City Council authorizes a \$6,000.00 contingency.
3. City Council authorizes the City Manager to sign the contract.
4. City Council authorizes the City Manager to approve and sign change orders that are within the contingency.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: January 16, 2025
Subject: Intake Inspection
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Myron Erickson, Director of Public Works
Meeting Date: February 3, 2025

RECOMMENDATION:

It is recommended the City Council accept the proposal from Underwater Construction Corporation for inspection of the Drinking Water Plant's 66-inch intake pipe, terminal structures, wet wells, and the zebra mussel control chemical line in the amount of \$32,980.00 with a \$6,000.00 contingency - for a total amount of \$38,980.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Wyoming Drinking Water Plant relies on water supplied from Lake Michigan through an intake pipeline that extends nearly a mile and rests on the lakebed approximately 50 feet below the surface. To assess the overall condition of the intake system, annual inspections are conducted on key components including the intake pipeline, two terminal structures, two wet wells and the zebra mussel control chemical line. Since there is currently no redundant intake pipeline, these annual inspections are critical to maintaining uninterrupted operation.

The two regional companies qualified to perform such specialized work, Solomon Diving and Underwater Construction, were contacted to submit proposals. Both companies have a history of successful inspection of Wyoming's intake. Both were provided with the same scope of work to ensure a fair and competitive process.

Solomon Diving declined to offer a proposal citing an inability to meet the schedule. Underwater Construction submitted a proposal in the amount of \$32,980.00 and a \$6,000 contingency is recommended to meet any unforeseen challenges during inspection. Underwater Construction's proposal meets all requirements outlined in the scope of work and is approximately \$1,500 more than this work cost in 2024.

BUDGET IMPACT:

Adequate funds are available in Drinking Water Plant account #591-537-55300-930.000.

CITY OF WYOMING

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

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

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

Contractor means: Underwater Construction Corporation
[Name of contracting entity]
A Connecticut corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4295 N Roosevelt Rd
[Contractor's street address]
Stevensville, MI 49127
[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: January 22, 2025. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager


Date signed: _____, 20__

Approved as to form:



Heather Chapman, Deputy City Attorney

Underwater Construction Corporation

By: 

[Signature officer, director, or principal of Contractor]
SHANNON FLEMING / CONTRACTS
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed Jan 15, 2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-1/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(ii) (<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 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 shall be primary and any other insurance shall be secondary and/or excess.

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

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

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



Page No: 1	UCC Proposal L-3429	Date: January 8, 2024
Prepared By: Nick Stathakis	Project Title: Diving Services - City of Wyoming: Intake System Inspections	
Submitted To: Mr. Dan Kleinhekse	Project Location: Lake Michigan: Offshore of Holland, MI - Intake Structure & Pipeline	
City of Wyoming Water Treatment Plant 16700 New Holland Road Holland, MI 49424 Dan Kleinhekse Kleinhekseid@wyomingmi.gov 616.738.4957	Proposal Basis: *Budgetary Price Based on Rates Below	
	Personnel: UCC would provide:	Maximum # of divers in the water at a time:
	Six (6) Person Crew - DIVING (Lake)	One (1)
	1 Diver Supervisor 1 Boat Captain 100 4 Diver Mechanic	Four (4) Person Crew - DIVING (Shore) 1 Diver Supervisor 3 Diver Mechanic
	Two (2) Person Crew - ROV	
	1 ROV Pilot	
	1 ROV Data Recorder	

Proposed Services

Underwater Construction Corporate (UCC) appreciates the opportunity to provide the City of Wyoming Water Department with UCC Proposal L-3429 for the above mentioned project.

UCC will assist the City of Wyoming with the 2025 raw water intake services as described within the scope of work on pages 2-3 of this proposal.

All Underwater Construction Corporation (UCC) operations comply with OSHA Commercial Diving Rules and Regulations 1910 Subpart "T", Association of Diving Contractors (ADCI) International Consensus Standards for Commercial Diving and Underwater Operation, and UCC's Safe Practices Manual.

UCC has assumed that the City of Wyoming or others will provide the following to support the previously stated services:

- Operation support and red tagging of equipment up to a twelve (12) hour period, as required.
- Unrestricted access to the work area.
- GPS Coordinates for the location of the Lake Michigan Intake Structure.

Equipment:

1 DOT Crew Cab 1 Ton Pickup Truck	1 DOT Crew Cab 1 Ton Pickup Truck
1 45" "Dani P" Steel Dive Vessel (Michigan)	1 Mobile Dive Station - Cargo Trailer 8'x16' - 8'x19'
1 Shallow Water Dive Package	1 Shallow Water Dive Package
1 3,500 - 4,500 PSI Gas-Powered Pressure Washer with 100' Hose	1 Single Diver Water Heater (Excludes Fuel)
1 6,000 Watt Generator	1 Outland U/W Video System w/Audio Time/Date Console Display & 100 Meter C
1 Single Diver Water Heater (Excludes Fuel)	1 AED
1 4" Stanley Hydraulic Pump	1 Confined Space or Diver Extraction System
1 Velocity Meter/Flow Meter	1 Velocity Meter/Flow Meter
1 AED	1 3,500 - 4,500 PSI Gas-Powered Pressure Washer with 100' Hose
1 Outland U/W Video System w/Audio Time/Date Console Display & 100 Meter Cable	
1 Gas Powered Hydraulic Unit 8-10 GPM w/ 100' Supply/Return Line	

No.	Description	Rate	Qty.	Sub-Total
1.01	Lake Work - Round Trip Mobilization Rate (does not include onsite services) per occurrence is:	\$ 2,470.00	1	\$ 2,470.00
1.02	Shore Work - Round Trip Mobilization Rate (does not include onsite services) per occurrence is:	\$ 1,130.00	1	\$ 1,130.00
1.03	Lake Work - UCC's All-Inclusive Daily Rate for the first eight (8) hours worked each day, Monday-Friday is:	\$ 5,770.00	1	\$ 5,770.00
1.04	Shore Work (ROV) - UCC's Lump Sum Rate for ROV Tunnel inspection is:	\$ 17,080.00	1	\$ 17,080.00
1.05	Shore Work - UCC's All-Inclusive Daily Rate for the first twelve (12) hours worked each day, Monday-Friday is:	\$ 4,850.00	1	\$ 4,850.00
1.06	UCC's Rate for report preparation per eight (8) hour day is:	\$ 560.00	3	\$ 1,680.00
1.07		\$ -		\$ -
1.08		\$ -		\$ -
1.09	UCC's Standby Day Rate that will apply for delays due to factors outside of UCC's control is:	\$ 3,480.00		\$ -
1.10	UCC's Standby Day Rate (ROV) that will apply for delays due to factors outside of UCC's control is:	\$ 5,330.00		\$ -

*Materials and Consumables that are not included will be invoiced at cost plus: 10%		*TOTAL PRICE	\$ 32,980.00
*Third Party Services, Bonds and Equipment that are not included will be invoiced at cost plus: 10%			
*TAXES ARE NOT INCLUDED	*ADDITIONAL TERMS AND CONDITIONS APPLY	*PRICING IS VALID FOR	60 DAYS

Signed **Nick Stathakis** Digitally signed by Nick Stathakis Date: 2025.01.08 11:19:41 -0500

Michigan / 4295 N. Roosevelt Road / Stevensville MI 49127 / www.uccdive.com
 P: (800) 422-3935 / F: (269) 429-6579 / C: (269) 921-9006 / nstathakis@uccdive.com

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.

UCC PROPOSAL L-3429 THE CITY OF WYOMING 2025 SCOPE OF WORK

1) Lake Work – [One day, eight (8) hours].

- a. Diver(s) inspection of the interior and exterior of both the North and South intake cribs.
- b. Diver(s) inspection of the lateral between the North and South intake cribs. UCC has budgeted penetration diving totaling 200LF.
- c. Complete general condition assessment of the 3" chemical feed line piping, hardware, brackets, and diffusers for both North and South cribs and lateral lines.
- d. Document "as found" zebra mussel growth and accumulation throughout structures and components.

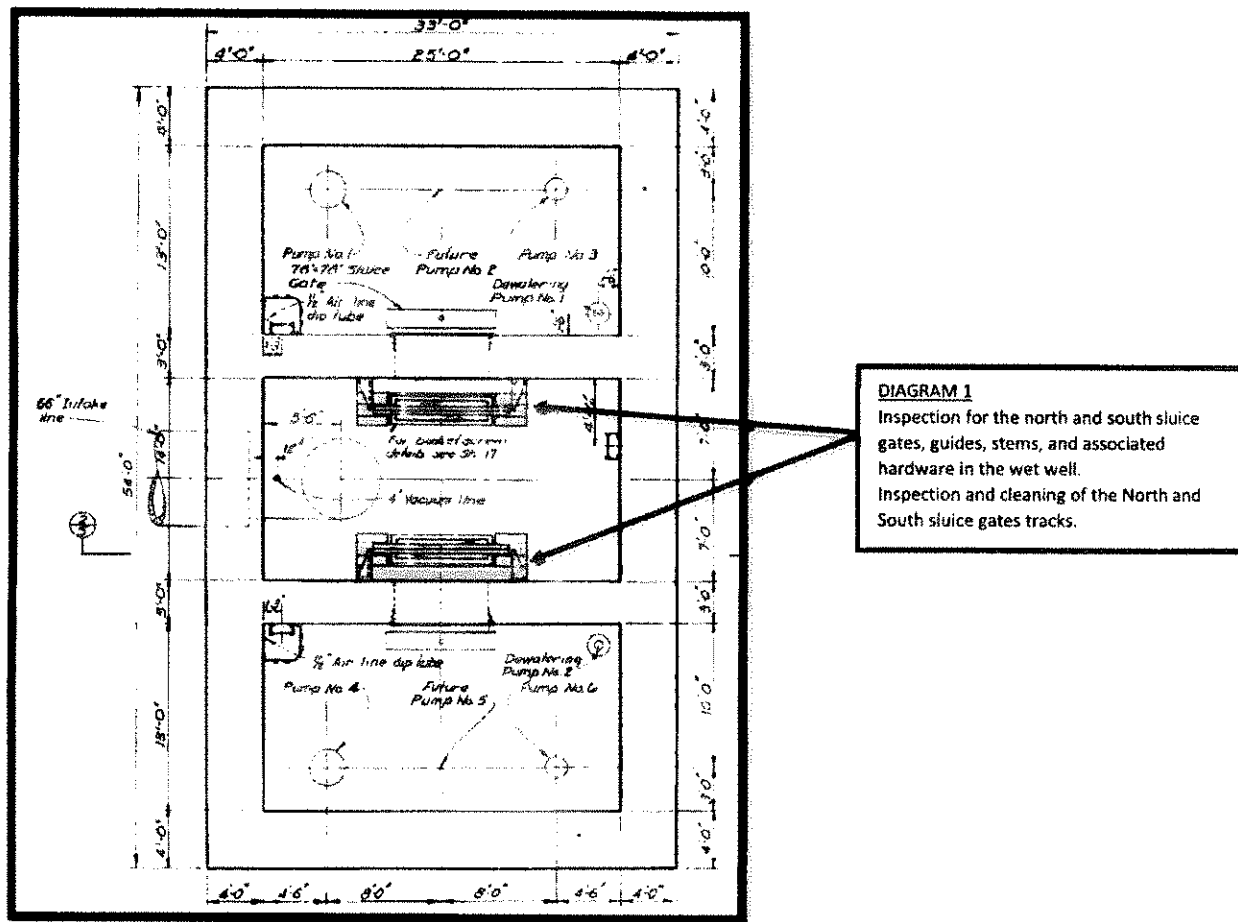
2) Shore Work – [One day, twelve (12) hours].

Access will be at the Low Service Pump Station (Lakeshore Pumping Station). Complete both interior tunnel inspection and North and South Wet Well inspections concurrently by use of Dive team and Remote Operated vehicle (ROV) team.

- a. Interior Tunnel - ROV Inspection.
 - i. UCC will subcontract Hibbard Inshore to complete interior inspection of the entire 4400-foot length of the 66" diameter pipeline.
 - ii. General condition assessment includes:
 1. Pipeline construction joints.
 2. Debris accumulation
 3. Chemical Feed Line:
 - a. Inspect chemical feed line and pipeline orientation.
 - b. Chemical feed line related mounting hardware.
- b. North and South Wet Well.
 - i. Inspection of the north and south wet well in the Low Service Pump Station.
 - ii. Inspection for the north and south sluice gates, guides, stems, and associated hardware in the wet well (diagram 1).
 - iii. Inspection and cleaning of the North and South sluice gates tracks (diagram 1).
 - iv. Inspection of the exterior of six pumps and six pump baskets. Evaluate each pump exterior and coatings for condition.
 - v. Document debris accumulation.

3) Final Deliverables

- a. UCC will provide an audio and video recording of the inspection including a formal comprehensive written report following completion as a final deliverable.
- b. UCC will provide a copy of Hibbard Inshore's internal tunnel inspection report within 35 business days after completing the data collection.



ADDITIONAL QUALIFICATIONS AND CLARIFICATIONS:

1. Penetration diving is expected due to divers entering the lateral tunnel from each North and South intake cribs to main "T" with no direct ascent to the surface. Therefore, an in-water tender will be required to meet the requirements of OSHA and the Association of Diving Contractors International (ADCI). This results in a six (6) person dive crew required to safely complete the project.
 - a. UCC has budgeted up to 200LF of penetration pay to complete the internal lateral intake tunnel inspections at \$1.25 per foot.
2. Project schedule requires all work to be completed within a two-week period (weather dependent) before May 16, 2025. Preference for work to take place on weekdays Monday – Thursday.



Page No:	T&C Page 1 of 2	UCC Proposal I-3429	Date:	January 8, 2024
Prepared By:	Nick Stathakis	Project Title:	Diving Services - City of Wyoming: Intake System Inspections	
Submitted To:	Mr. Dan Kleinhekse	Project Location:	Lake Michigan: Offshore of Holland, MI - Intake Structure & Pipeline	

TERMS AND CONDITIONS

These terms and conditions are the primary overriding terms and conditions of services.

- 1** Except as expressly provided herein, UCC makes no other warranty or guarantee of any kind, express or implied, including any warranty of merchantability of products or for suitability of products selected or requested by others for the intended purpose.
- 2** Budgetary pricing has been based on the proposed man loading and assumed schedule. It is not to be construed, whether expressed or implied, as a firm-fixed price or a not-to-exceed value for a specific scope of services.
- 3** The Standby Day Rate will apply for delays due to factors outside of UCC's control that cause the extension of the project's operations beyond the terms included in our price.
- 4** All open shop services will be invoiced based on a minimum eight (8) hour day Monday through Friday at the straight time rate. Overtime hours are billable after eight (8) hours Monday through Friday and for all hours worked on Saturdays. Double-time will be invoiced for all hours worked on Sundays and Holidays as listed below.
- 5** UCC-recognized company holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additionally, any customer holidays that differ from UCC's will be considered UCC holidays.
- 6** Emergent services, defined as services requested and response required within twenty-four hours, may be subject to premium time charges (i.e., shop time, travel time, site hours {minimum eight (8) hours} and travel expense).
- 7** Signed manifests for time and material services or signed delay sheets are considered a customer's formal acceptance of work performed. Signed manifests and delay sheets shall also be used for final invoicing by UCC.
- 8** UCC will have U/W video available; however, this equipment's effectiveness is limited by in-water visibility.
- 9** By accepting UCC's proposal with these terms and conditions attached, you are accepting UCC's terms and conditions as identified herein.
- 10** Starting time for services shall be mutually agreed upon in advance and is subject to the availability of UCC's personnel and equipment.
- 11** Unless otherwise stated in a previously established contract, services will not be provided until the customer signs and returns this quote, or issues a purchase order referencing this quote in its entirety.
- 12** UCC assumes that the flow rate will allow for safe diving. If at any time the current velocity exceeds two (2) feet per second, the UCC management and safety departments shall be contacted prior to diving. Diving operations will not resume until hazardous conditions have been made safe. UCC is not responsible for project delays due to hazardous conditions.
- 13** In accordance with all Federal and State OSHA Commercial Diving Rules and Regulations 1910, Subpart "T", 29 CFR 1910.425.3 and ADCI International Consensus Standards for Commercial Diving and Underwater Operations, if a site hazard analysis reveals unforeseen conditions, additional personnel may be required and the project cost would increase accordingly. Such conditions will be communicated in advance to the customer.
- 14** UCC management and safety departments will solely determine whether conditions are conducive to safe diving operations per UCC's Safe Practices Manual to include extreme cold temperatures or excessive heat which will result in project delays and additional cost to the overall budget. Client is responsible for all weather delays.
- 15** Due to unknown debris blockages and/or risk of entanglement with existing components attached to the structure the ROV inspection will be conducted as a "best effort" basis.
- 16** UCC is not responsible for the unsuccessful completion of inspections because of obstructions or other blockages that may damage the ROV, along with its ancillary equipment, or jeopardize its recovery. This includes obstructions caused by installations.
- 17** Should it be necessary to abort an inspection, UCC will make a best effort to consult with the client's representative; however, UCC reserves the sole right to abort the inspection at any time. This will occur without penalty, financial or otherwise, to UCC.
- 18** Client will isolate all systems that adversely affect the conditions within the ROV's travel path and work area for the duration of services. Adjacent systems will be considered during the project planning phase and may require additional isolation.
- 19** UCC is liable for their employees; client is responsible for any individual, including himself, herself, or any invitee or other contractors around UCC's work site and our equipment.
- 20** Client is responsible for having permits in place, if required. If permits, bonding, or additional insurance are required to be supplied by UCC, additional costs would be invoiced as additional services.
- 21** Unless otherwise stated, UCC is not responsible for liquidated or consequential damages.
- 22** UCC understands that prevailing wages will not apply on this project; therefore, pricing is based upon compensating our personnel in accordance with our in-house wages.

PLEASE SIGN THE LAST PAGE OF THESE TERMS AND CONDITIONS

In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (269) 429-6579, or PDF via email to MIContracts@ucdrive.com. By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

AN EQUAL OPPORTUNITY EMPLOYER

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.



Page No:	T&C Page 2 of 2	UCC Proposal L-3429	Date:	January 8, 2024
Prepared By:	Nick Stathakis	Project Title:	Diving Services - City of Wyoming: Intake System Inspections	
Submitted To:	Mr. Dan Kleinhekse	Project Location:	Lake Michigan: Offshore of Holland, MI - Intake Structure & Pipeline	

TERMS AND CONDITIONS

These terms and conditions are the primary overriding terms and conditions of services.

- 23** All-inclusive daily rates, if provided, will not be prorated for partial day services, unless expressly agreed to in advance.
- 24** All pricing, as offered, excludes any applicable sales and/or use tax. For any services performed outside the state of CT, UCC is not responsible for collecting of/or remittance of sales tax.
- 25** Invoices for services will be submitted monthly or upon completion and are payable in full within thirty (30) calendar days. Past due accounts are subject to 1.5% interest per month (18% per annum) on the unpaid balance as well as any costs and expenses including legal fees incurred by UCC to collect any amount due hereunder.
- 26** In the event an invoice is not paid within our terms, or within previously agreed upon terms, it is UCC's policy to file a lien following 60 days of delinquency.
- 27** UCC's proposal is valid for sixty (60) days from date of issuance unless otherwise noted.
During the inspection process if extensive abnormalities are discovered and are deemed to be documented or additional revisions are requested within the comprehensive written report as directed by the client and or site representative UCC will invoice additional time required as necessary per the price schedule proposed herein. Such conditions will be communicated in advance to the client.
- 28**
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- 40**
- 41**
- 42**
- 43**
- 44**

Signed: _____

Date: _____

Billing Address: _____

In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (269) 429-6579, or PDF via email to MIContracts@ucondiver.com. By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

AN EQUAL OPPORTUNITY EMPLOYER

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RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH CHANGE ORDER NUMBER TWO FOR THE
WATER TREATMENT PLANT DISCHARGE VALVE UPGRADE PROJECT

WHEREAS:

1. On June 19, 2023, City Council adopted Resolution number 27764 awarding the bid for the Water Treatment Plant discharge valve upgrade project to DHE Plumbing and Mechanical, LLC.
2. As detailed in the attached staff report, after removal of the remaining three 30" risers, it was discovered that their interior coatings had deteriorated.
3. It is recommended City Council approve change order number two for the additional riser pipe coatings in the total estimated amount of \$12,536.40.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council concurs with change order number two.
2. City Council authorizes the City Manager to sign the change order.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Change Order #2

Resolution No. _____

STAFF REPORT

Date: January 28, 2025
Subject: Discharge Valve Upgrade Project Change Order No. 2
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Myron Erickson, Director of Public Works
Meeting Date: February 3, 2025

RECOMMENDATION:

It is recommended the City Council accept Change Order No. 2 from DHE Plumbing & Mechanical for additional discharge pipe coatings in the total amount of \$12,536.40.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The DWP Discharge Valve Upgrade Project, approved by the City Council via Resolution No. 27764, involves the replacement of four 30" valves and actuators. During the initial scope of work, it was anticipated that only one 30" riser pipe would require interior coating due to damage caused by a broken valve segment. However, upon inspection, the extent of required repairs was found to be greater than expected, requiring additional metal preparation and coating.

Furthermore, after the removal of the remaining three 30" risers, it was discovered that their interior coatings had deteriorated as well. Given the effort involved in recoating the riser interiors and the decades of service life expected, it is prudent to sandblast and recoat all riser interiors as part of this project.

A proposal for this additional work was requested from the awarded contractor, DHE Plumbing & Mechanical. In response, they provided detailed quotes for the additional coating work. To ensure the best project outcome and minimize delays, it is recommended that the City Council approve Change Order No. 2 from DHE Plumbing & Mechanical for the additional riser pipe coatings in the total amount of \$12,536.40.

BUDGET IMPACT:

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



CHANGE ORDER

CONTRACTOR: DHE Plumbing & Mechanical C.O. Number: No. 2
4475 8th Ave. SW Date: 1/28/25
Grandville, MI 49418 Project: 200-12757-22001

OWNER: City of Wyoming Contract: Wyoming WTP Discharge Valve
Upgrades

TO THE CONTRACTOR NAMED ABOVE:
 Under the terms of this Agreement, and upon acceptance of CONTRACTOR and approval of OWNER, ENGINEER recommends the following changes to the Agreement:

No.	Description	Add/ Deduct	Amount
1	Additional Coating on Valve #7 Riser.	Add	\$1,653.60
2	Additional Coatings on Valves #8, 9 & 10.	Add	\$10,882.80
TOTAL THIS CHANGE ORDER			+\$12,536.40

REASON FOR CHANGE: City requested additional coatings. Contract price below reflects addition of CO#1 which increased the total contract price by \$12,314.94.

Current Contract Price	\$1,552,314.94
This Change Order Add/Deduct	+\$12,536.40
Revised Contract Price	\$1,564,851.34
Current Substantial Completion Date	No Change
Current Final Completion Date	No Change
Contract Time Extension	0 Days
Revised Substantial Completion Date	No Change
Revised Final Completion Date	No Change

The above is agreed to as full and complete compensation for the Work listed in this Change Order.

RECOMMENDED BY: Tetra Tech, Inc.

Michael S. Jones

DATE: January 28, 2025

ACCEPTED BY:

CONTRACTOR: DHE Plumbing & Mechanical



DATE: 1/28/25

APPROVED BY:

OWNER: City of Wyoming

DATE: _____



Office 616·896·8414
Fax 616·896·8565
Web www.dheplumbing.com

January 23, 2025

CHANGE ORDER REQUEST

PROJECT: City of Wyoming WTP – High Service Ball Valve Replacements

To: Tetra Tech
Attn: Mick Jones

Pursuant to your request, *DHE Plumbing & Mechanical* offers the following proposal for your approval.

- Change Order Request for Additional Coatings Needed on Valve #7 Riser.

Direct Labor: 4 Hours X \$ 81.00	=	\$	324.00
Direct Material:	=	\$	0.00
Material Tax: 6 %	=	\$	0.00
Overhead & Profit: 15 %	=	\$	48.60
Sub-Contractor (Coatings):	=	\$	1,220.00
Sub-Contractor Markup: 5.0%	=	\$	61.00

Total Additions = \$ **1,653.60**

Change Order Total:

ADD: \$ 1,653.60

Thank you for the opportunity to provide you with this proposal. Please contact me with any questions.

Best Regards,

Josh Heyboer – Owner/Estimator
616-262-3574 / josh@dheplumbing.com



January 22, 2025

Josh Heyboer
DHE Plumbing and Mechanical
josh@dheplumbing.com

Re: Wyoming WTP Discharge – Additional Work

Dear Josh:

Here is the cost for the additional work required on Riser #7 – sandblasting and coating the full riser pipe. The elbow was included in the base bid.

Total cost = \$1,220.00
Labor = \$900.00
Material = \$320.00

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Oosterink", with a long horizontal flourish extending to the right.

Dan Oosterink, LEED® AP
Vice President



Office 616·896·8414
Fax 616·896·8565
Web www.dheplumbing.com

January 23, 2025

CHANGE ORDER REQUEST

PROJECT: City of Wyoming WTP – High Service Ball Valve Replacements

To: Tetra Tech
Attn: Mick Jones

Pursuant to your request, *DHE Plumbing & Mechanical* offers the following proposal for your approval.

- Change Order Request for Additional Coatings Needed on Valves #8, 9 & 10.

Direct Labor: 12 Hours X \$ 81.00	=	\$	972.00
Direct Material:	=	\$	0.00
Material Tax: 6 %	=	\$	0.00
Overhead & Profit: 15 %	=	\$	145.80
Sub-Contractor (Coatings):	=	\$	9,300.00
Sub-Contractor Markup: 5.0%	=	\$	465.00

Total Additions = **\$ 10,882.80**

Change Order Total:

ADD: \$ 10,882.80

Thank you for the opportunity to provide you with this proposal. Please contact me with any questions.

Best Regards,

Josh Heyboer – Owner/Estimator
616-262-3574 / josh@DHEPlumbing.com



January 22, 2025

Josh Heyboer
DHE Plumbing and Mechanical
josh@dheplumbing.com

Re: Wyoming WTP Discharge – Risers 8, 9 and 10

Dear Josh:

Here is the cost to sandblast and coat the interior of Risers 8, 9 and 10. This pricing is for all three (3) risers.

Total cost = ~~\$9,300.00~~
Labor = \$7,200.00
Material = \$2,100.00

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Oosterink', with a stylized flourish at the end.

Dan Oosterink, LEED® AP
Vice President

ORDINANCE NO. 4-25

ORDINANCE TO AMEND CHAPTER 70 OF THE CITY CODE BY ADDING ARTICLE V TO
REGULATE THE USE OF PUBLIC MULTI-USE TRAILS, BICYCLE LANES, AND SIDEWALKS
AND TO REPEAL ARTICLE IV OF CHAPTER 78, ENTITLED "BICYCLES"

THE CITY OF WYOMING ORDAINS:

Section 1. Chapter 70 of the Code of Ordinances, City of Wyoming, Michigan, is amended by adding Article V to read as follows:

Chapter 70 – Streets, Sidewalks and Other Public Places
Article V – Public Multi-Use Trails, Bicycle Lanes, and Sidewalks

Sec. 70-451. Findings and Purpose.

(a) People use and enjoy multi-use trails, bicycle lanes, and sidewalks in various ways. With responsible use, respectful of others and mindful of safety, varied uses can reasonably co-exist.

(b) Newer devices, such as e-bikes, e-scooters, electronic personal assistance mobility devices, electric mobility assistance devices, and electric toy vehicles, enhance accessibility and enjoyment, but also increase risks for riders and other users of bikeways and sidewalks. While careful, responsible use of such devices by experienced users may pose minimal additional risk, not all riders will have the knowledge, experience, or take care needed to avoid risks to themselves, others or property.

(c) Limiting speeds, accommodating oncoming or passing users, use of protective equipment such as helmets, limiting distractions such as use of cellular phones, alerting others of intended passing, use of lights and reflective clothing, avoiding amplified music or other sounds audible to others, promptly attending to animal wastes or other spills, and other practices can reduce risks of injuries and property damage as well as increase others' enjoyment.

(d) Not all bikeway and sidewalks segments are the same. Width, grade, visibility, congestion, proximity to other uses, surface qualities, maintenance standards and requirements, adjacent vegetation, and other features differ among them and can affect users in different ways.

(e) Special events can encourage and enhance community identity, healthy practices, economic development, special educational opportunities, and recreational opportunities. Therefore, the city may desire to occasionally allow and accommodate special events on some bikeway or sidewalk segments by allowing special signage, pavement markings, limited or exclusive use arrangements, and/or special access.

(f) Section 4m of the home rule city act, MCL 117.4m, and chapter 87 of the revised judicature act, MCL 600.8701 to 600.8735, authorize the city to adopt and enforce a recreational trailway ordinance.

Sec. 70-452. Definitions.

(a) *ATV* means a vehicle with 3 or more wheels that is designed for off-road use, has low-pressure tires, has a seat designed to be straddled by the rider, and is powered by a 50cc to 1,000cc gasoline engine or an engine of comparable size using other fuels.

(b) *Bicycle* means a device propelled by human power upon which a person may ride, having either 2 or 3 wheels in a tandem or tricycle arrangement, all of which are over 14 inches in diameter.

(c) *Bicycle lane* means a portion of a roadway which has been designated by striping, signing and/or markings for the preferential or exclusive use of persons riding bicycles or micromobility devices.

(d) *Bikeway* means a bicycle lane, multi-use trail, or other travel way that in some manner is specifically designated for bicycle travel; either for the exclusive use of bicycles or shared with other transportation modes. Bikeways are recreational trailways in state law. Bikeways do not include sidewalks or paths.

(e) *Commercial quadricycle* means a vehicle as defined in the MVC.

(f) *Electric bicycle* or *e-bike* means a device upon which an individual may ride that satisfies all of the following:

- (1) The device is equipped with all of the following:
 - (A) A seat or saddle for use by the rider.
 - (B) Fully operable pedals for human propulsion.

- (C) An electric motor of not greater than 750 watts.
- (2) The device falls within 1 of the following categories:
- (A) *Class 1 electric bicycle* means an electric bicycle that is equipped with an electric motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 20 miles per hour.
- (B) *Class 2 electric bicycle* means an electric bicycle that is equipped with a motor that propels the electric bicycle to a speed of no more than 20 miles per hour, whether the rider is pedaling or not, and that disengages or ceases to function when the brakes are applied.
- (C) *Class 3 electric bicycle* means an electric bicycle that is equipped with a motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 28 miles per hour.
- (g) *Electric personal assistive mobility device* or *EPAMD* means a self-balancing, two non-tandem wheeled device designed to transport one individual by means of an electric propulsion system with an average output of not more than 750 watts (one horsepower), and the maximum speed of which on a paved level surface is less than 15 miles per hour. A Segway is an example such device.
- (h) *Electric skateboard* means a wheeled device that has a floorboard designed to be stood upon when riding that is no more than 60 inches long and 18 inches wide, is designed to transport only 1 person at a time, has an electrical propulsion system with power of no more than 2,500 watts, and has a maximum speed on a paved level surface of not more than 25 miles per hour. An electric skateboard may have handlebars and, in addition to having an electrical propulsion system with power of no more than 2,500 watts, may be designed to also be powered by human propulsion. Electric scooters and EPAMDs are examples of electric skateboards.
- (i) *Michigan vehicle code* or *MVC* means the Michigan vehicle code, 1949 PA 300, MCL 257.1 et seq.
- (j) *Micromobility device* means any device meant to carry one rider or operator that is not required to be licensed or registered by the State. Micromobility devices may be propelled either by the power of the rider or by an electric motor of less than 750 watts (one horsepower), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden, is less than 20 miles per hour. Micromobility devices include, but are not limited to, unicycles, electric unicycles, tricycles, bicycles, class 1 electric bicycles, class 2 electric bicycles, electric skateboards, power-driven mobility devices, EPAMDs, skateboards, stand-up scooters, and rollerblades (in-line skates). Commercial quadricycles, class 3 electric bicycles, golf carts, motorcycles, mopeds, and ATVs are not micromobility devices under this article.
- (k) *Multi-Use Trail* is a paved trail, separated from streets or other areas intended for motor vehicles, greater than 6-feet in width, intended and designated for use by micromobility devices and pedestrians and also includes bridges and trail portions surfaced with wood or other planking.
- (l) *Path* means an unimproved or somewhat improved (such as with gravel, wood chips, or other minimal surface treatment) intended for pedestrian, or if so designated, for mountain bike use.
- (m) *Power-driven mobility device* means a mobility device powered by a battery, fuel, or other engine and used by an individual with a mobility disability for the purpose of locomotion. Examples are power wheelchairs and Amigo scooters. Under the MVC, it is subject to MVC requirements while being operated on a street, road, or highway.
- (n) *Sidewalk* means that portion of a street between the curb lines, or the lateral lines of the roadway, and the adjacent property lines intended for use by pedestrians.
- (o) *Street* means the entire width between boundary lines of every way publicly maintained when any part thereof is open to the use of the public for vehicular travel.
- (p) Terms not defined in this section but defined in the MVC shall have the meanings in the MVC.

Sec. 70-453. Operation and Use Regulations.

- (a) *Compliance with Traffic Laws.* Operators of micromobility devices in a bicycle lane shall comply with all applicable traffic laws, including for example and without limitation, using hand signals for right and left turns and stopping, speed limits, obeying traffic signals and signs, and obeying directions and instructions of law enforcement personnel.
- (b) *Staying to the Right.* Pedestrians and operators of micromobility devices within bikeways shall remain to the right to provide ample room for others to safely pass and, where applicable, such as on a multi-use trail, allowing on-coming pedestrians and micromobility devices to safely pass without slowing or altering their course.

(c) *Two Abreast.* Pedestrians and operators of micromobility devices on multi-use trails shall travel no more than two abreast and shall travel single file when encountering on-coming pedestrians or micromobility devices or when aware of faster moving pedestrians or micromobility devices approaching from the rear. Micromobility devices operated on sidewalks shall travel in single file.

(d) *Impeding other Users.* Pedestrians and operators of micromobility devices within bikeways or on sidewalks shall not impede other users of the bikeways or sidewalks.

(e) *Numbers of Riders.* Micromobility devices shall not be ridden by more persons than the number for which it was originally designed and manufactured. Passengers are allowed when using seats, trailers, or other carrying devices designed for use in conjunction with a micromobility device.

(f) *Audible Alert.* Operators of micromobility devices on bikeways or sidewalks who approach slower pedestrians or micromobility devices from the rear shall audibly alert those pedestrians or micromobility device operators of the approach with a bell, voiced announcement, or other audible means at a reasonable distance before overtaking the slower pedestrians or micromobility devices to enable the slower pedestrians or micromobility device operators to reasonably accommodate the passing micromobility device. Voiced announcements such as, "on your left," "to your left," "passing you left," or "excuse my passing" work and can provide some direction to those who may be momentarily surprised by the approach from the rear.

(g) *Erratic Operation.* No micromobility device shall be operated in an erratic manner such as swerving to and fro or speeding up and slowing without reason.

(h) *Hands on Controls.* For bicycles and other micromobility devices with handles, the operator shall keep at least 1 hand on the handlebar or other controls at all times.

(i) *Speed.*

(1) No micromobility device operator shall operate at a speed greater than is reasonable and proper under the conditions then existing, or at speed greater than will permit the operator from stopping the micromobility device to a stop within the assured clear distance ahead.

(2) Unless otherwise posted or authorized, no person shall ride upon a sidewalk at a speed greater than 15 miles per hour.

(3) No one shall operate a motorized or motor assisted micromobility device that is capable of traveling at greater than 20 miles per hour on a sidewalk or multi-use trail.

(j) *Brakes.* Every micromobility device shall be equipped with a brake that enables the operator to make the braked wheel skid on dry, level, clean pavement.

(k) *Lights.* A micromobility device operated on a bikeway between one-half hour before sunset and one-half hour after sunrise shall be equipped with a lamp on the front that emits a white light visible from a distance of 500 feet to the front and a red light on the rear visible from 500 feet to the rear.

(l) *Hitching to Vehicles or Micromobility Devices.* No one shall operate a micromobility device attached to a motor vehicle or other micromobility device. No one shall operate a micromobility device with a sled, skateboard, rollerblader, wagon not designed as a trailer, or other wheeled device attached to the micromobility device.

(m) *Parental Responsibility.* When on a bikeway, persons under 10 years old must be accompanied by a parent, guardian, or another responsible person who is at least 16 years old. Parents and guardians are responsible for the conduct of their minor children (those under the age of 18) when the minor children are on a bikeway.

(n) *Animals.* Pet animals are not allowed within bicycle lanes. Service animals are not allowed in bicycle lanes if there is a sidewalk available for use. Dogs or other pet animals shall be on leashes held by responsible persons when on any multi-use trail and shall be kept to the right side to avoid the animal or its leash impeding or endangering others using the multi-use trail.

Sec. 70-454. Use Limitations.

(a) *Private Property.* No one shall operate or ride a micromobility device on private property except with prior permission from the property owner or lawful occupant.

(b) *Public Property.* No one shall operate a micromobility device in a park, on a sidewalk, or on or within any other public place where permanent or temporary signage or pavement markings prohibit such use.

(c) *Special Events.* The city may allow exclusive use, limited use, shared use, restricted use, or other types of temporary use or use restrictions for multi-use trails pursuant to the city special events procedure under Chapter 15 of this City Code.

(d) *Pavement Marking and Signage.* No one shall place any pavement markings on or signage along any bikeway except with the city's prior written permission and in accordance with the directions given in conjunction with the written permission which may include requirements and limits for the times, places, and manner of those pavement markings or signage.

(e) *Travel on Pavement.* Micromobility devices shall be operated only on paved areas of bikeways. Off-pavement travel is prohibited except in areas of city parks designated for mountain biking.

(f) *Stationary to the Side.* Pedestrians or micromobility device riders who are not moving shall move off the traveled areas of bikeways so as not to impede the movement of other pedestrians and micromobility device operators using the bikeways.

(g) *Motor Vehicles Prohibited.* No motor vehicle and no ATV shall be operated on or within any bikeway, except when crossing a bicycle lane to access a turning lane or parking area on the other side of it or when traveling through a bike box after any micromobility devices have vacated it.

(h) *Pedestrian Use Prohibited.* When a sidewalk is available along the street, pedestrians shall not use a bicycle lane.

(i) *Throwing or Dropping Objects.*

(1) Except when removing a branch, stone, soils, or other items from the paved portion of a bikeway so as to make it safer for bikeway users, no one shall throw any object or materials from or throw or place any item or materials on the paved portion of a bikeway.

(2) No one shall throw or drop anything from any bridge that is part of a bikeway.

Sec. 70-455. Exceptions.

The regulations, limitations, restrictions, and prohibitions in this article do not apply to city, other governmental entity or agency, or emergency services personnel, vehicles, equipment, or animals when engaged in official actions or to the personnel, vehicles, or equipment of contractors engaged by city or other governmental entities or agencies to perform work or services on bikeways. The city may, as a part of any written approval of a special event under Chapter 15 of this City Code, approve temporary waivers or other exceptions to clearly specified parts of the regulations, limitations, restrictions, and prohibitions in this article along clearly specified portions of bikeways.

Sec. 70-456. Accident Reports.

A pedestrian or micromobility device rider on a bikeway or sidewalk involved in an accident or incident resulting in serious injury or death to a person or damage to public or private property of \$500 or more shall:

(1) If any injuries are severe enough to require emergency treatment, remain at the place of the accident or incident until medical assistance and law enforcement personnel arrive.

(2) If there is damage to public property or to the private property of another of more than \$500, within 24 hours of the accident or incident, report it to law enforcement personnel in person at city police headquarters during available hours or report it on-line.

70-457. Violations and penalties.

(a) Except as provided in subsection (b), a violation of this article is a municipal civil infraction the civil fines for which shall be \$50.00 for the first offense, \$150.00 for a second offense committed within 3 years of the first offense, \$500.00 for a third offense committed within 3 years of the first offense.

(b) Each act of violation and every incident upon which any such violation shall occur (even if the incidents occur on the same day) constitutes a separate offense.

(c) In addition to any remedies available at law, the city may bring an action for an injunction or other process against a person to restrain, prevent or abate any violation of this article such as permanently or temporarily prohibiting the offender's use of any bikeway in the city.

(d) In addition to any other penalties provided by this section, the court may:

(1) Order a person who committed a municipal civil infraction or misdemeanor to:

(A) Pay the costs of investigation, prosecution, or other enforcement efforts;

(B) Pay restitution to the owner of any property that was damaged, destroyed, taken, or lost during or as a result of the offense;

(C) Pay restitution to any victim suffering physical injuries, psychological or emotional trauma or other affliction during or as a result of the offense, which may include payment of medical bills, costs for counseling, or other costs incurred by the victim;

(D) Pay additional costs incurred in compelling the appearance of the defendant, which additional costs shall be returned to the general fund of the unit of government incurring the costs; and/or

(E) Permanently or temporarily prohibit the offender's use of some or designated bikeways within the city.

(2) In accordance with MCL 600.8302(4), issue and enforce any judgment, writ, or order necessary to enforce the ordinance, including, without limitation, (i) ordering the responsible or guilty party to comply with the ordinance, (ii) ordering the responsible party to discontinue and/or refrain from acts violating the ordinance, and (iii) ordering the responsible party to using a micromobility device, securing a micromobility device with others, and/or to take reasonable measures preventing future violation of this article.

(3) In accordance with MCL 600.8733, a vehicle used in commission of this article may be impounded by any law enforcement officer.

Section 2. Article IV of Chapter 78 of the Code of Ordinances, City of Wyoming, Michigan, entitled "Bicycles," is repealed.

Section 3. MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

Section 4. At each gate or principal entrance to multi-use trails in the city there shall be posted a sign stating:

City of Wyoming's trailway ordinance, available at www.wyomingmi.gov or by using this QR code [Insert Code], governs use of all trails in the city. Violations are municipal civil infractions.

1. Bicycles and micromobility devices are allowed. Class 3 e-bikes, motor vehicles, ATVs, and fast motorized devices are prohibited.
2. Stay to the right except when passing. Audibly alert before passing.
3. Do not impede other users. Animals must be on short leashes. When stationary, move off the paved trail.
4. Parents/guardians are responsible for children. Children under 10 must be accompanied by an adult.
5. Ride at a safe speed. Maximum speed for e-bikes/devices is 20 mph.
6. Obey signage and pavement markings.
7. Do not put/drop any material on the trail.

Section 5. This ordinance shall take effect on _____, 2025.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 4-25
Introduced: January 6, 2025
Adopted: February 3, 2025

STAFF REPORT

Date: December 18, 2024
Subject: Trail use ordinance
From: Scott G. Smith, City Attorney
Meeting Date: January 6, 2025 – First Reading
February 3, 2025 - Adoption

RECOMMENDATION:

It is recommended City Council adopt Ordinance to Amend Chapter 70 of the City Code by Adding Article V to Regulate the Use Of Public Multi-Use Trails, Bicycle Lanes, and Sidewalks and to Repeal Article IV of Chapter 78, Entitled “Bicycles”.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Community
 - GOAL 2 – Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life.
 - OBJECTIVE 1 – Complete city center public improvements.
 - GOAL 3 – Enhance community engagement and recreational opportunities for residents.
 - OBJECTIVE 3 – Update non-motorized trail and wayfinding signage.
- PILLAR 2 – Safety
 - GOAL 1 – Implement and adopt more proactive public safety initiatives.

DISCUSSION:

This was previously discussed at the November 2024 City Council Work Session.

Communities with extensive trail systems have learned that, while common sense combined with reasonable regard for the safety of oneself and others should result in reasonable use of trails and pathways, some users seem to require more guidance or rules. In addition, Class 2 and Class 3 e-bikes, some electric scooters and skateboards, and other devices can travel at significant speeds making them less safe and inappropriate for multi-use trails.

Many communities have adopted trail use ordinances. They are expressly allowed in Michigan provided the ordinance is posted at trailheads.

The proposed ordinance limits and regulates trail use. It is intended to provide guidance for trail users, to be used in educational settings, and, if and when needed due to repeated, flagrant, or egregious violations, enforced. Staff does not envision routine enforcement efforts.

BUDGET IMPACT:

Adoption of the ordinance will not have a budgetary effect as trail signage is part of the city center budget.