



## OFFICE OF THE CITY CLERK

### AGENDA: FEBRUARY 18, 2025 CITY OF KENTWOOD COMMISSION MEETING

1. Call meeting to order at 7:00 P.M.
2. Pledge of Allegiance to the Flag (Artz).
3. Invocation by Pastor Jerry DeRuiter, Kentwood Police Chaplain.
4. Roll Call: Artz, Coughlin, Moore, Morgan, Moseley, Tyson, and Mayor Kepley.  
Excuse Commissioner Coughlin with prior notification. (voice vote)
5. Approve agenda.
6. Acknowledge visitors and those wishing to speak to non-agenda items.
7. Consent agenda. (roll call vote)
  - a. Receive and file minutes of the [Committee of the Whole](#) meeting held on February 4, 2025.
  - b. Receive and file minutes of the [Committee of the Whole](#) informational meeting held on February 1, 2025.
  - c. [City Payables](#).
  - d. Resolution of [rehabilitation installment loan](#) as recommended by Committee of the Whole.
8. Approve minutes of the regular [City Commission Meeting](#) held on February 4, 2025 as distributed. (voice vote)
9. Presentations and Proclamations.
  - a. Police and Fire Department [Monthly Reports](#).
10. Communications and Petitions.
  - a. Authorize [construction agreements for utilities](#) and streets for Jefferson Farms East. (voice vote)

11. Public Hearings.
  - a. [4550 Division Avenue Rezoning](#), 4550 Division Ave SE.
    - i. Ord. – 25 to rezone .16 acres of property from FBC General to FBC Edge for 4550 Division Ave, Case 1-25, subject to basis points 1-7. (roll call vote)
12. Reports of Ad Hoc Committees.
13. Bids.
  - a. Approve [purchase of drones](#) for Police Department. (voice vote)
  - b. Authorize contracts for [Kentwood Community Center](#) bid package number two. (voice vote)
14. Resolutions.
  - a. Res. – 25 to approve contract with MDOT for [reconstruction of 52<sup>nd</sup> St](#) from Division Ave to Eastern Ave. (roll call vote)
  - b. Res. – 25 authorizing Payment in Lieu of Taxes [agreement with Genesis East](#) Redevelopment LDHA LLC. (roll call vote)
15. Ordinances.
16. Appointments and Resignations.
17. Quarterly, Semi-Annual or Annual Scheduled Reviews.
18. Old Business/Future Agenda Review.
19. Comments of Commissioners and Mayor.
20. Adjournment.

Becky L. Schultz  
Deputy City Clerk



## OFFICE OF THE CITY CLERK

### PROPOSED MINUTES OF THE COMMITTEE OF THE WHOLE

February 4, 2025  
Conference Room #119  
5:30 P.M.

Present: Commissioners: Betsy Artz, David Moore II, Clarkston Morgan, Dustin Moseley, Jessica Ann Tyson and Mayor Stephen Kepley.

Staff present: Deputy City Administrator Shay Gallagher, Finance Director Keyla Garcia, Economic Development Planner Lisa Golder, DPW Director Chad Griffin, City Clerk Dan Kasunic, Police Chief Bryan Litwin, Fire Chief Brent Looman, Parks & Recreation Director Val Romeo, Fire Department Administrative Assistant Nancy Shane, City Attorney Jeff Sluggett, and Sabo Representatives Maryann Sabo and Ariana Farina

#### **COMMUNICATION TEAM:**

##### **A. COMMUNICATIONS PRESENTATION BY SABO PR.**

Maryann Sabo provided a brief history of her company and history of working with the City of Kentwood. She explained what Sabo PR provides to the city and their priorities and how they promote the city. Ariana Farina provided insight in how they manage the social media and how they work with staff in crisis management and getting out positive messages. The Committee had many questions and requested more time to answer questions and concerns they have.

#### **MAYOR'S OFFICE:**

##### **A. DISCUSSION ON PAYMENT IN LIEU OF TAXES AGREEMENT FOR GENESIS EAST.**

Deputy City Administrator Gallagher informed the Committee this is an existing PILOT; however, they want to continue for another fifty years. He reviewed the highlights and proposed changes to the PILOT agreement. Executive Director John Wynbeek explained this facility was built in 2000 and needs rehabilitation and is supporting the disabled and will upgrade with additional security. By consensus the Committee was in favor of moving forward on this agreement.

#### **PLANNING DEPARTMENT:**

##### **A. RECOMMEND CONTRACT FOR HOUSING NEEDS ASSESSMENT STUDY.**

Economic Development Planner Golder spoke of the other studies related to housing shortages. The proposed study will focus specifically on Kentwood and

Committee of the Whole  
February 4, 2025.

what kind of needs there are. Staff had interviewed Flywheel and when going forward they will meet with stake holders and commissions on the concerns, where do they want to the city to be, the 70/30 policy, vacant properties and city properties and how it would change the Master Plan. She noted this study should be completed within the year.

Motion by Artz, seconded by Morgan, to recommend to the City Commission to approve the Mayor to enter into a contract for housing needs assessment consultant services with Flywheel Community Development Services, LLC in an amount not to exceed \$64,800.00; with \$30,000.00 from the Economic Development Corporation and \$34,800.00 from the Kentwood Housing Commission FY 2025-26 operating budgets.

Motion Carried.

The meeting was adjourned at 6:38 P.M.

Dan Kasunic  
City Clerk

Stephen C.N. Kepley  
Mayor

## **PROPOSED MINUTES OF THE COMMITTEE OF THE WHOLE INFORMATIONAL SESSION**

February 1, 2025  
Conference Room #119  
8:00 a.m.

Present: Commissioners: Betsy Artz, David Moore II, Clarkston Morgan, Dustin Moseley, Jessica Ann Tyson and Mayor Stephen Kepley.

Staff present: Project Manager Susan Arnold, Deputy City Administrator Shay Gallagher, Finance Director Keyla Garcia, Economic Development Planner Lisa Golder, DPW Director Chad Griffin, City Clerk Dan Kasunic, Police Chief Bryan Litwin, Fire Chief Brent Looman, Parks & Recreation Director Val Romeo, Community Development Director Terry Schweitzer, City Attorney Jeff Sluggett.

### **EXCESS CITY PROPERTY.**

Deputy City Administrator Gallagher displayed properties the city owns that are not needed. Specifically, there are multiple properties along 44<sup>th</sup> Street that the city acquired when the county purchased for widening of 44<sup>th</sup> Street. This was a Federal Government Project and county road; he noted restriction that the land could not be given away to a non-governmental agency and must be sold at fair market value. Asking in the future how did the city want to sell the properties. Economic Development Planner Golder did mention an upcoming request for a housing study that will ask for Commission approval to discover what type of housing is needed in the city. With Community Development Director Schweitzer stating a review of the 70/30 policy will be needed. Mayor Kepley stated it will be the responsibility of the Commission to approve the proposed RFP/RFQ, Master Plan and change to the Zoning Ordinance of any possible changes.

### **COMMUNITY CENTER UPDATE.**

Project Manager Arnold provided a timeline of the project, noting when the project construction will be projected to be completed. She displayed the proposed floor plan that will include administrative offices, indoor track, community rooms, gym and adaptive equipment, noting they have applied for a Revitalization & Placemaking Grant (RAP). Mayor Kepley spoke of the Arts Commission approving the art installation on the large wall inside of the proposed facility. Finance Director Garcia reviewed the cost of the project and the various funding sources.

### **DPW EXPANSION UPDATE.**

DPW Director Griffin provided a timeline of the DPW Expansion and renovation, displayed the proposed renovation and expansion and the reasons for the expansion. Finance Director Garcia provided the cost and funding of this project.

**BRETON AVENUE UPDATE AND BROWNFIELD OVERVIEW.**

Deputy City Administrator Gallagher spoke of the reimbursable expenses the developer wants with approval from the City Commission. He stated he is currently working on a spreadsheet for the commission with a discussion with the commission later and is creating a city policy on the Brownfield (TIF) program.

**OTHER BUSINESS:**

City Attorney Sluggett spoke about having a facilities policy for the use and rental of city spaces and having a document ready prior to the election season. He will bring to the commission for review and approval as a resolution to be adopted. This will also serve as a document for the Parks and Recreation Department and with the first amendment rights in mind.

Staff comments:

City Attorney Sluggett spoke about working on acquiring a Civic Center Liquor License and if not possible to hold back one of the quoted liquor licenses for the Community Center.

He noted BlackRock Restaurant closed and there may be a new restaurant coming in the same spot. Each department head provided information regarding items of interest.

The meeting was adjourned at 10:37 P.M.

Dan Kasunic  
City Clerk

Stephen C.N. Kepley  
Mayor

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Total for fund 101 GENERAL FUND	502,051.92
Total for fund 202 MAJOR STREET	22,625.56
Total for fund 203 LOCAL STREET	3,889.15
Total for fund 205 POLICE & FIRE PROTECTION	8,045.77
Total for fund 208 PARK & RECREATION FUND	987.21
Total for fund 213 DRAIN FUND	1,490.00
Total for fund 219 STREET LIGHTING	1,572.25
Total for fund 230 LANDFILL REMEDIATION FUND	1,776.79
Total for fund 271 LIBRARY FUND	340.78
Total for fund 401 PROPERTY BUILDING FUND	31,958.91
Total for fund 402 DPW EQUIPMENT FUND	5,860.49
Total for fund 404 FIRE CAPITAL ESCROW	5,400.00
Total for fund 408 PARKS & RECREATION CAPITAL FUND	17,307.25
Total for fund 590 SEWER FUND	17,629.37
Total for fund 591 WATER FUND	15,655.40
Total for fund 677 SELF INSURANCE FUND	23,329.75
Total for fund 703 TAX COLLECTION FUND	1,987,829.40
TOTAL - ALL FUNDS	2,647,750.00

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CHECK DISBURSEMENT REPORT FOR CITY OF KENTWOOD  
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
01/31/2025	AP-MB	4992 (A)	AB LOCK & SAFE INC	SUPPLIES	101-261-740.000	406.73
01/31/2025	AP-MB	4993 (A)	ACTION INDUSTRIAL SUPPLY	UNIFORM EXPENSE	101-441-743.000	412.99
01/31/2025	AP-MB	4994 (A)	ADN ADMINISTRATORS, INC.	CONTRACTUAL SERV-DENTAL-FEB 2025	677-626-801.000	1,405.00
		4994 (A)		CONTRACTUAL SERV-VISION-FEB 2025	677-627-801.000	251.25
						<hr/> 1,656.25
01/31/2025	AP-MB	4995 (A)	B & B TRUCK EQUIPMENT	SUPPLIES	101-441-740.000	250.00
		4995 (A)		MAINTENANCE WINTER	202-449-778.003	569.24
						<hr/> 819.24
01/31/2025	AP-MB	4996 (A)	BLACKBURN MFG CO	SUPPLIES	591-536-740.000	720.81
01/31/2025	AP-MB	4997 (A)	BRADLEY'S ACE HARDWARE	CASH DISCOUNTS	101-000-687.001	(0.38)
		4997 (A)		SUPPLIES	101-441-740.000	9.99
		4997 (A)		SUPPLIES	101-751-740.000	8.97
						<hr/> 18.58
01/31/2025	AP-MB	4998 (A)	BUIST ELECTRIC CO	TRAINING ROOM 14 - DISPLAYS	401-261-975.000	20,322.00
		4998 (A)		SM CONFERENCE RM 136 - DISPLAYS	408-751-975.000	377.00
		4998 (A)		PRIVATE OFFICES (7) - DISPLAYS	408-751-975.000	5,274.00
						<hr/> 25,973.00
01/31/2025	AP-MB	4999 (A)	CALEDONIA COMMUNITY SCHOOLS	TAX - W TAX 24	703-000-225.050	45,445.16
01/31/2025	AP-MB	5000 (A)	CALEDONIA COMMUNITY SCHOOLS	TAX - W TAX 24	703-000-225.050	114,739.26
01/31/2025	AP-MB	5001 (A)	CARLETON EQUIPMENT CO	INVENTORY MTR POOL PARTS	101-000-110.000	120.86
		5001 (A)		EQUIPMENT RENTAL	202-449-745.000	700.00
						<hr/> 820.86
01/31/2025	AP-MB	5002 (A)	COLONY HARDWARE CORPORATION	SUPPLIES	101-441-740.000	199.99
01/31/2025	AP-MB	5003 (A)	CONSUMERS ENERGY	1000 0018 5502	101-261-920.000	4,434.77
		5003 (A)		1000 0018 5502	101-286-920.000	1,848.49
		5003 (A)		1000 0018 5502	101-301-920.000	4,313.13
		5003 (A)		1000 0018 5247	101-336-920.000	2,590.93
		5003 (A)		1000 2342 7170	101-441-920.000	4,121.44
		5003 (A)		1000 2539 1192	101-751-920.000	1,762.57
		5003 (A)		1000 1944 8198	101-770-920.000	35.18
		5003 (A)		1000 8644 7073	101-770-920.000	51.70
		5003 (A)		1030 3784 5452	101-770-920.000	798.84



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		5003 (A)		1000 0018 5601	101-790-920.000	5,418.10
		5003 (A)		1000 7712 0697	202-449-778.001	31.04
		5003 (A)		1000 7987 5348	202-449-778.001	30.85
		5003 (A)		1000 1470 8596	202-449-778.002	28.69
		5003 (A)		1000 4062 3397	219-448-920.000	31.54
		5003 (A)		1000 0018 5601	230-000-040.000	1,776.79
		5003 (A)		1000 2170 5742	591-536-920.000	520.43
		5003 (A)		1000 0018 8035	591-536-920.000	8,251.69
		5003 (A)		1000 0018 5601	591-536-920.001	779.94
						<hr/> 36,826.12
01/31/2025	AP-MB	5004 (A)	DORNBOS SIGN INC	ST SIGN INSTALLATION	202-449-778.006	212.03
01/31/2025	AP-MB	5005 (A)	DRUG SCREENS ONLY	CONTRACTUAL SERVICES	101-441-801.000	828.00
01/31/2025	AP-MB	5006 (A)	ELECTION SOURCE	SUPPLIES	101-262-740.000	359.10
		5006 (A)		ANNUAL MAINT PER SOM YEARS 6-10	101-262-801.000	5,515.00
		5006 (A)		ADJUDICATION MAINT SOM YRS 6-10	101-262-801.000	5,400.00
		5006 (A)		MAINTENANCE AGREEMENTS - ICP	101-262-831.000	10,110.00
						<hr/> 21,384.10
01/31/2025	AP-MB	5007 (A)	ELECT RISK MANAGEMENT SOLUTIONS	CLAIMS - MEDICAL - 1/1-1/15/25	677-625-965.716	9,782.00
		5007 (A)		CLAIMS - MEDICAL - 11/1-11/15/24	677-625-965.716	9,194.00
		5007 (A)		CLAIMS - MEDICAL - 12/16-12/31/24	677-625-965.716	1,448.00
						<hr/> 20,424.00
01/31/2025	AP-MB	5008 (A)	ELITE BUILDING SERVICES	4900 BRETON (CITY HALL)	101-261-801.000	420.00
		5008 (A)		4740/4742 WALMA (JUSTICE)	101-286-801.000	144.00
		5008 (A)		4740/4742 WALMA (JUSTICE)	101-301-801.000	336.00
		5008 (A)		5068 BRETON (DPW)	101-441-801.000	200.00
		5008 (A)		355 48TH (REC CENTER)	101-751-801.000	110.00
		5008 (A)		4950 BRETON (LIBRARY)	101-790-801.000	460.00
		5008 (A)		4950 BRETON (LIBRARY)	101-790-801.000	530.00
						<hr/> 2,200.00
01/31/2025	AP-MB	5009 (A)	ETNA SUPPLY	SENSUS ANNUAL MAINTENANCE/SUPPORT	590-536-831.000	1,850.00
		5009 (A)		SENSUS ANNUAL MAINTENANCE/SUPPORT	591-536-831.000	1,850.00
						<hr/> 3,700.00
01/31/2025	AP-MB	5010 (A)	FIRST STOP HEALTH, LLC	CONTRACTUAL SERV - FEB 2025	677-625-801.000	1,249.50
01/31/2025	AP-MB	5011 (A)	FLYERS ENERGY LLC	GASOLINE EXP 7079	101-301-862.000	6,947.32

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		5011 (A)		GASOLINE EXP 7076	101-336-862.000	1,754.51
		5011 (A)		GASOLINE EXP 7078	101-371-862.000	202.48
		5011 (A)		GASOLINE EXP 7077	101-441-862.000	8,624.00
						<hr/> 17,528.31
01/31/2025	AP-MB	5012 (A)	FOREST HILLS PUBLIC SCHOOLS	TAX - W TAX 24	703-000-225.110	232,281.50
01/31/2025	AP-MB	5013 (A)	GFL ENVIRONMENTAL USA INC.	CONTRACTUAL SERVICES - FEB 2025	101-261-801.000	217.46
		5013 (A)		CONTRACTUAL SERVICES - FEB 2025	101-286-801.000	217.46
		5013 (A)		CONTRACTUAL SERVICES - FEB 2025	101-301-801.000	217.46
		5013 (A)		CONTRACTUAL SERVICES - FEB 2025	101-336-801.000	262.61
		5013 (A)		CONTRACTUAL SERVICES - FEB 2025	101-441-801.000	332.29
		5013 (A)		CONTRACTUAL SERVICES - FEB 2025	101-751-801.000	217.46
		5013 (A)		CONTRACTUAL SERVICES - FEB 2025	101-770-801.000	661.88
		5013 (A)		CONTRACTUAL SERVICES - FEB 2025	101-790-801.000	217.46
						<hr/> 2,344.08
01/31/2025	AP-MB	5014 (A)	GORDON FOOD SERVICE	SUPPLIES	101-751-740.000	111.05
01/31/2025	AP-MB	5015 (A)	GRAINGER INC	SUPPLIES	101-336-740.000	124.94
01/31/2025	AP-MB	5016 (A)	GRAND RAPIDS COMMUNITY COLLEGE	TAX - S TAX 24	703-000-235.000	1,137.49
01/31/2025	AP-MB	5017 (A)	INTERURBAN TRANSIT PARTNERSHIP	TAX - S TAX 24	703-000-230.001	936.06
01/31/2025	AP-MB	5018 (A)	JOHNSTONE SUPPLY	SUPPLIES	101-441-740.000	614.57
01/31/2025	AP-MB	5019 (A)	KELLOGGSVILLE PUBLIC SCHOOLS	TAX - W TAX 24	703-000-225.140	91,549.07
01/31/2025	AP-MB	5020 (A)	KELLOGGSVILLE PUBLIC SCHOOLS	CROSSING GUARDS - 8/20-12/20/24	101-301-812.000	4,032.43
01/31/2025	AP-MB	5021 (A)	KENT COUNTY DRAIN COMMISSION	MAINTENANCE DRAINS - P.E. 12/31/24	213-445-778.004	1,490.00
01/31/2025	AP-MB	5022 (A)	KENT COUNTY TREASURER	TAX - S TAX 24	703-000-222.000	2,750.52
01/31/2025	AP-MB	5023 (A)	KENT COUNTY TREASURER	SET - S TAX 24	703-000-228.000	4,026.54
01/31/2025	AP-MB	5024 (A)	KENT COUNTY TREASURER	TAX - W TAX 24	703-000-222.000	345,110.03
01/31/2025	AP-MB	5025 (A)	KENT DISTRICT LIBRARY	TAX - W TAX 24	703-000-223.000	194,619.63
01/31/2025	AP-MB	5026 (A)	KENT INTERMEDIATE SCHOOL DIST	TAX - S TAX 24	703-000-234.000	3,625.20
01/31/2025	AP-MB	5027 (A)	KENTWOOD PUBLIC SCHOOLS	TAX - S TAX 24	703-000-225.160	1,357.38
01/31/2025	AP-MB	5028 (A)	KENTWOOD PUBLIC SCHOOLS	TAX - W TAX 24	703-000-225.160	895,117.38

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01/31/2025	AP-MB	5029 (A)	KRISTIN VANWEELDEN-GOOTJES	FEBRUARY CAMPAIGN COUNSEL & MANAGEMENT	408-751-801.000	7,500.00
01/31/2025	AP-MB	5030 (A)	LIAISON LINGUISTICS, LLC	CONTRACTUAL SERVICES - DEC 2024	101-286-801.000	70.00
01/31/2025	AP-MB	5031 (A)	LRE ENGINEERS & SURVEYORS	ENGINEERING SERVICES 24-012-449	202-449-810.000	1,165.00
01/31/2025	AP-MB	5032 (A)	MACQUEEN EQUIPMENT LLC	FIRE HOSE - 1 3/4" COMBAT READY -	101-336-975.000	1,181.12
		5032 (A)		FIRE HOSE - 1 3/4" COMBAT READY - RED	101-336-975.000	1,181.12
		5032 (A)		KEY HOSE COMBAT READY, 2 1/2" - WHITE	101-336-975.000	12,457.26
		5032 (A)		SHIPPING - FIRE HOSE	101-336-975.000	275.00
						<hr/> 15,094.50
01/31/2025	AP-MB	5033 (A)	MADISON NATIONAL LIFE INSURANCE	PREPAID LIFE INSURANCE - FEB 2025	101-000-123.717	3,187.31
		5033 (A)		PREPD LONGTERM DISAB INS-FEB 2025	101-000-123.721	5,393.10
		5033 (A)		S-T-D INS - FEB 2025	101-000-231.020	1,670.50
		5033 (A)		EE VOL LIFE INS - FEB 2025	101-000-231.021	1,071.91
						<hr/> 11,322.82
01/31/2025	AP-MB	5034 (A)	MAURER'S TEXTILE RENTAL SERVICES	UNIFORM EXPENSE	101-441-743.000	367.45
01/31/2025	AP-MB	5035 (A)	MED-1 LEONARD LLC	CONTRACTUAL SERVICES	101-301-801.000	67.00
01/31/2025	AP-MB	5036 (A)	MIDWEST AIR FILTER, INC.	SUPPLIES	101-261-740.000	155.22
01/31/2025	AP-MB	5037 (A)	MODEL COVERALL SERVICE INC	SUPPLIES	101-441-740.000	102.18
01/31/2025	AP-MB	5038 (A)	NAPA	AUTO SUPPLIES	101-336-861.000	38.48
01/31/2025	AP-MB	5039 (A)	NATIONAL INSURANCE SERVICES	BENEFIT CONSULTING - JAN-MARCH 2025	101-270-801.000	11,938.28
01/31/2025	AP-MB	5040 (A)	NETWORK SERVICES COMPANY	i-SYNERGY 20' TRANSAXLE BATTERY	401-261-975.000	11,636.91
01/31/2025	AP-MB	5041 (A)	PROGRESSIVE AE	JULIVAN & RIDGEWOOD - PE 12/31/24	203-449-810.000	392.70
		5041 (A)		JULIVAN & RIDGEWOOD - PE 11/29/24	203-449-810.000	2,166.45
		5041 (A)		JULIVAN & RIDGEWOOD - PE 12/31/24	590-536-810.000	214.20
		5041 (A)		JULIVAN & RIDGEWOOD - PE 11/29/24	590-536-810.000	1,181.70
		5041 (A)		JULIVAN & RIDGEWOOD - PE 12/31/24	591-536-810.000	285.60
		5041 (A)		JULIVAN & RIDGEWOOD - PE 11/29/24	591-536-810.000	1,575.60
						<hr/> 5,816.25
01/31/2025	AP-MB	5042 (A)	REVIZE, LLC	SITEMAP DEVELOPMENT & MIGRATION	101-261-801.000	9,450.00
01/31/2025	AP-MB	5043 (A)	ROWE PROFESSIONAL SERVICES COMPANY	ENGINEERING SERVICES - DEC 2024	202-449-810.000	3,935.00
01/31/2025	AP-MB	5044 (A)	SECURITY INC.	CONTRACTUAL SERVICES - DEC 2024	101-253-801.000	345.35

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01/31/2025	AP-MB	5045 (A)	SMART BUSINESS SOURCE LLC	SUPPLIES	101-201-740.000	2.89
		5045 (A)		SUPPLIES	101-261-740.000	98.47
		5045 (A)		SUPPLIES	101-286-740.000	986.43
		5045 (A)		OFFICE SUPPLIES	101-301-727.000	455.01
		5045 (A)		SUPPLIES	101-441-740.000	17.82
						<hr/> 1,560.62
01/31/2025	AP-MB	5046 (A)	T-MOBILE USA INC.	SUPPLIES	101-301-740.000	165.00
01/31/2025	AP-MB	5047 (A)	ULINE	SUPPLIES	101-261-740.000	91.32
01/31/2025	AP-MB	5048 (A)	VERIZON WIRELESS	TELEPHONE - 1/11-2/10/25	101-201-850.000	47.88
		5048 (A)		TELEPHONE - 1/11-2/10/25	101-228-850.000	95.76
		5048 (A)		TELEPHONE - 1/11-2/10/25	101-253-850.000	47.88
		5048 (A)		TELEPHONE - 1/11-2/10/25	101-286-850.000	52.99
		5048 (A)		TELEPHONE - 1/11-2/10/25	101-287-850.000	46.61
		5048 (A)		TELEPHONE - 1/11-2/10/25	101-288-850.000	40.61
		5048 (A)		TELEPHONE - 1/11-2/10/25	101-371-850.000	141.20
		5048 (A)		TELEPHONE - 1/11-2/10/25	101-441-850.000	469.96
		5048 (A)		INTERNET - 1/11-2/10/25	101-441-923.000	36.01
		5048 (A)		TELEPHONE - 1/11-2/10/25	101-447-850.000	46.61
		5048 (A)		TELEPHONE - 1/11-2/10/25	101-751-850.000	184.58
		5048 (A)		INTERNET - 1/11-2/10/25	101-751-923.000	36.01
		5048 (A)		INTERNET - 1/11-2/10/25	101-753-923.000	36.01
		5048 (A)		INTERNET - 1/11-2/10/25	590-536-923.000	72.02
		5048 (A)		TELEPHONE - 1/11-2/10/25	591-536-850.000	223.41
		5048 (A)		INTERNET - 1/11-2/10/25	591-536-923.000	72.02
						<hr/> 1,649.56
01/31/2025	AP-MB	5049 (A)	WEST MICHIGAN JANITORIAL	CONTRACTUAL SERVICES - DEC 2024	101-286-801.000	2,917.50
		5049 (A)		CONTRACTUAL SERVICES - DEC 2024	101-301-801.000	6,807.50
		5049 (A)		CONTRACTUAL SERVICES - DEC 2024	101-441-801.000	5,350.00
		5049 (A)		CONTRACTUAL SERVICES - DEC 2024	101-751-801.000	2,050.00
		5049 (A)		CONTRACTUAL SERVICES - DEC 2024	101-770-801.000	375.00
		5049 (A)		CONTRACTUAL SERVICES - DEC 2024	101-790-801.000	9,000.00
						<hr/> 26,500.00
02/06/2025	AP-MB	276290	ADE INC	SALCE ASSESSMENT	101-286-740.000	150.00
02/06/2025	AP-MB	276291	ASCE WESTERN MICHIGAN BRANCH	REG-KIRKWOOD/BOOMSTRA	101-447-956.000	50.00

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02/06/2025	AP-MB	276292	AT&T	61653471177673	101-336-850.000	117.88
02/06/2025	AP-MB	276293	BYRON-GAINES UTILITY AUTHORITY	SEWER SERVICES PURCH - DEC 2024	590-536-961.000	13,984.78
02/06/2025	AP-MB	276294	COMPLETE AUTO GLASS	VEHICLE REPAIR & MAINTENANCE	101-301-861.934	295.00
		276294		VEHICLE REPAIR & MAINTENANCE	101-441-861.934	281.00
						<hr/> 576.00
02/06/2025	AP-MB	276295	DTE ENERGY	910021332135	101-261-921.000	1,957.02
		276295		910021269030	101-286-921.000	1,187.49
		276295		910021269030	101-301-921.000	2,770.79
		276295		910021319710	101-336-921.000	2,508.60
		276295		910020347175	101-336-921.000	1,585.27
		276295		910025508998	101-441-921.000	212.02
		276295		910021332317	101-441-921.000	4,581.56
		276295		910020324950	101-751-921.000	1,138.81
		276295		920019163954	101-770-921.000	355.49
		276295		910021269162	101-790-921.000	5,111.79
		276295		910021319520	591-536-921.000	309.30
		276295		920014979081	591-536-921.000	58.09
		276295		910021319942	591-536-921.000	223.31
						<hr/> 21,999.54
02/06/2025	AP-MB	276296	FENCE CONSULTANTS OF WEST MICHIGAN	MAINTENANCE ROAD & STREET	202-449-778.001	134.00
02/06/2025	AP-MB	276297	GREENMARK EQUIPMENT LLC	SUPPLIES	101-441-740.000	0.00
		276297		5 CU FT CLICK-N-GO DROP SPREADER	402-441-975.000	5,148.94
						<hr/> 5,148.94
02/06/2025	AP-MB	276298	MIKE HALL	TELEPHONE-OCT-DEC 2024	101-441-850.000	135.00
02/06/2025	AP-MB	276299	LOWES HOME IMPROVEMENT	SUPPLIES	101-336-740.000	86.35
		276299		SUPPLIES	101-441-740.000	242.39
		276299		PARK MAINT SUPPLIES	101-770-740.000	(42.56)
		276299		SUPPLIES	101-790-740.000	12.33
		276299		TORO POWER CLEAR SNOWBLOWER	402-441-975.000	711.55
						<hr/> 1,010.06
02/06/2025	AP-MB	276300	62-B DISTRICT COURT - PETTY CASH	WITNESS FEES & JURY FEES	101-286-806.000	734.00
02/06/2025	AP-MB	276301	CITY OF KENTWOOD PETTY CASH	PETTY CASH-FREEZE FEST DISC GOLF	101-000-606.753	300.00
02/06/2025	AP-MB	276302	PILAV, SENAID	Sewer RTS	590-000-040.000	9.34

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		276302		Sewer	590-000-040.000	98.69
		276302		Water RTS	591-000-040.000	10.81
						<hr/> 118.84
02/06/2025	AP-MB	276303	PINE REST CHRISTIAN MENTAL	CONTRACTUAL SERVICES-LW	101-301-801.000	1,250.00
02/06/2025	AP-MB	276304	STARR LAWN & GARDEN	INVENTORY MTR POOL PARTS	101-000-110.000	67.42
02/06/2025	AP-MB	276305	SUN TITLE AGENCY OF MICHIGAN LLC	1620 44TH ST	408-751-975.000	611.00
02/06/2025	AP-MB	276306	WOLF KUBOTA	INVENTORY MTR POOL PARTS	101-000-110.000	236.41
02/06/2025	AP-MB	276307	CITY OF WYOMING	GROUNDWATER DISCHARGE-QE 9/30/24	101-336-922.000	7,080.24
02/07/2025	AP-MB	276308	5036 FALCON VIEW LLC	DUE TO CUSTOMER	101-000-202.001	30.00
02/07/2025	AP-MB	276309	CHICAGO TITLE OF MICHIGAN INC	DUE TO CUSTOMER	703-000-202.001	1,230.18
02/07/2025	AP-MB	276310	CITY OF KENTWOOD TREASURER	DUE TO CUSTOMER	703-000-202.001	3.77
02/07/2025	AP-MB	276311	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	885.67
02/07/2025	AP-MB	276312	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	50.39
02/07/2025	AP-MB	276313	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	288.37
02/07/2025	AP-MB	276314	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	883.56
02/07/2025	AP-MB	276315	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	131.20
02/07/2025	AP-MB	276316	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	257.00
02/07/2025	AP-MB	276317	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	478.57
02/07/2025	AP-MB	276318	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	415.41
02/07/2025	AP-MB	276319	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	583.06
02/07/2025	AP-MB	276320	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	431.16
02/07/2025	AP-MB	276321	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	842.91
02/07/2025	AP-MB	276322	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	526.90
02/07/2025	AP-MB	276323	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	429.99
02/07/2025	AP-MB	276324	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	404.06
02/07/2025	AP-MB	276325	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	592.73

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02/07/2025	AP-MB	276326	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	883.83
02/07/2025	AP-MB	276327	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	500.00
02/07/2025	AP-MB	276328	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	351.44
02/07/2025	AP-MB	276329	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	1,050.62
02/07/2025	AP-MB	276330	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	1,083.97
02/07/2025	AP-MB	276331	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	744.78
02/07/2025	AP-MB	276332	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	533.22
02/07/2025	AP-MB	276333	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	516.19
02/07/2025	AP-MB	276334	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	615.66
02/07/2025	AP-MB	276335	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	1,211.19
02/07/2025	AP-MB	276336	CORELOGIC INC	DUE TO CUSTOMER	703-000-202.001	43.16
02/07/2025	AP-MB	276337	DENG ACHIEK	DUE TO CUSTOMER	703-000-202.001	478.79
02/07/2025	AP-MB	276338	DRIVE & SHINE DEVELOPMENT/SHINE	DUE TO CUSTOMER	101-000-202.001	1,101.75
		276338		DUE TO CUSTOMER	205-000-202.001	2,651.83
		276338		DUE TO CUSTOMER	208-000-202.001	325.38
		276338		DUE TO CUSTOMER	271-000-202.001	112.32
		276338		DUE TO CUSTOMER	703-000-202.001	9,990.64
						14,181.92
02/07/2025	AP-MB	276339	DRIVE & SHINE DEVELOPMENT/SHINE	DUE TO CUSTOMER	101-000-202.001	1,078.31
		276339		DUE TO CUSTOMER	205-000-202.001	2,595.41
		276339		DUE TO CUSTOMER	208-000-202.001	318.45
		276339		DUE TO CUSTOMER	271-000-202.001	109.93
		276339		DUE TO CUSTOMER	703-000-202.001	9,778.08
						13,880.18
02/07/2025	AP-MB	276340	DRIVE & SHINE DEVELOPMENT/SHINE	DUE TO CUSTOMER	101-000-202.001	1,162.70
		276340		DUE TO CUSTOMER	205-000-202.001	2,798.53
		276340		DUE TO CUSTOMER	208-000-202.001	343.38
		276340		DUE TO CUSTOMER	271-000-202.001	118.53
		276340		DUE TO CUSTOMER	703-000-202.001	10,543.29
						14,966.43

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02/07/2025	AP-MB	276341	FLIETSTRA ELIZABETH A	DUE TO CUSTOMER	703-000-202.001	47.42
02/07/2025	AP-MB	276342	IRAKIZA STEVEN & MPONOKE FRED	DUE TO CUSTOMER	703-000-202.001	43.36
02/07/2025	AP-MB	276343	LABATT SUSAN	DUE TO CUSTOMER	703-000-202.001	425.40
02/07/2025	AP-MB	276344	LERETA	DUE TO CUSTOMER	703-000-202.001	228.11
02/07/2025	AP-MB	276345	LERETA	DUE TO CUSTOMER	703-000-202.001	530.02
02/07/2025	AP-MB	276346	LERETA	DUE TO CUSTOMER	703-000-202.001	922.69
02/07/2025	AP-MB	276347	LERETA	DUE TO CUSTOMER	703-000-202.001	602.95
02/07/2025	AP-MB	276348	LERETA	DUE TO CUSTOMER	703-000-202.001	529.90
02/07/2025	AP-MB	276349	LERETA	DUE TO CUSTOMER	703-000-202.001	285.60
02/07/2025	AP-MB	276350	LERETA	DUE TO CUSTOMER	703-000-202.001	464.28
02/07/2025	AP-MB	276351	LERETA	DUE TO CUSTOMER	703-000-202.001	259.35
02/07/2025	AP-MB	276352	LERETA	DUE TO CUSTOMER	703-000-202.001	732.50
02/07/2025	AP-MB	276353	MCINTOSH ANNIE	DUE TO CUSTOMER	703-000-202.001	595.26
02/07/2025	AP-MB	276354	PALMER ADAM	DUE TO CUSTOMER	703-000-202.001	35.09
02/07/2025	AP-MB	276355	TAN CYNTHIA R	DUE TO CUSTOMER	101-000-202.001	13.36
		276355		DUE TO CUSTOMER	703-000-202.001	1,336.23
						<hr/> 1,349.59
02/07/2025	AP-MB	276356	TAN CYNTHIA R	DUE TO CUSTOMER	101-000-202.001	13.36
		276356		DUE TO CUSTOMER	703-000-202.001	1,336.23
						<hr/> 1,349.59
02/07/2025	AP-MB	5050 (A)	ACTION INDUSTRIAL SUPPLY	UNIFORM EXPENSE	101-447-743.000	100.79
02/07/2025	AP-MB	5051 (A)	ARROWHEAD UPFITTERS INC	INVENTORY MTR POOL PARTS	101-000-110.000	8.87
02/07/2025	AP-MB	5052 (A)	BERGER CHEVROLET	INVENTORY MTR POOL PARTS	101-000-110.000	32.80
02/07/2025	AP-MB	5053 (A)	REBECCA CAJKA	OFFICIATING PAY P.E. - 1/31/25	101-751-801.000	150.00
02/07/2025	AP-MB	5054 (A)	CARLETON EQUIPMENT CO	INVENTORY MTR POOL PARTS	101-000-110.000	319.12
02/07/2025	AP-MB	5055 (A)	CDW GOVERNMENT	RIBBON-ZEBRA 5100 PREMIUM 4.33" X	101-441-740.000	25.92
02/07/2025	AP-MB	5056 (A)	CHRISTPOHER E CHORYAN	OFFICIATING PAY P.E. - 1/31/25	101-751-801.000	150.00



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02/07/2025	AP-MB	5057 (A)	CONNECTWISE, INC	SAAS STANDARD USER (X4)	101-228-830.000	309.68
02/07/2025	AP-MB	5058 (A)	CONSUMERS ENERGY	100000216380	101-336-920.000	1,164.38
		5058 (A)		100022834343	101-441-920.000	75.87
		5058 (A)		3000006010163-LAND LEASE	101-770-740.000	650.00
		5058 (A)		300018191282-LAND LEASE	101-770-740.000	100.00
		5058 (A)		100054799323	101-770-920.000	33.96
		5058 (A)		100040306902	101-770-920.000	42.64
		5058 (A)		100020363220	101-770-920.000	31.61
		5058 (A)		100024532283	101-770-920.000	53.57
		5058 (A)		100025691757	101-770-920.000	103.05
		5058 (A)		ELECTRIC	101-770-920.000	37.45
		5058 (A)		100058968965	101-770-920.000	125.81
		5058 (A)		100040603324	101-770-920.000	28.74
		5058 (A)		100039587868	202-449-778.001	28.60
		5058 (A)		100047372600	202-449-778.001	30.33
		5058 (A)		100066851047	202-449-778.001	28.28
		5058 (A)		100021767056	219-448-920.000	35.56
		5058 (A)		100022033565	219-448-920.000	39.97
		5058 (A)		100022812729	219-448-920.000	40.61
		5058 (A)		100024971614	590-536-920.000	129.45
		5058 (A)		100023665316	590-536-920.000	70.64
		5058 (A)		100023227828	591-536-920.001	327.03
						<hr/> 3,177.55
02/07/2025	AP-MB	5059 (A)	COURTESY DODGE	INVENTORY MTR POOL PARTS	101-000-110.000	123.30
02/07/2025	AP-MB	5060 (A)	CRESCENT ELECTRIC SUPPLY CO	MAINT & REPAIR OTHER	591-536-784.000	428.81
02/07/2025	AP-MB	5061 (A)	CSI EMERGENCY APPARATUS LLC	INVENTORY MTR POOL PARTS	101-000-110.000	2,050.71
02/07/2025	AP-MB	5062 (A)	EBLING & SON INC	INVENTORY MTR POOL PARTS	101-000-110.000	225.60
02/07/2025	AP-MB	5063 (A)	GORDON FOOD SERVICE	SUPPLIES	101-751-740.000	128.57
		5063 (A)		VALENTINE DASH 5K	101-753-740.000	27.98
		5063 (A)		SUPPLIES-VALENTINE DANCE	101-753-740.000	27.98
						<hr/> 184.53
02/07/2025	AP-MB	5064 (A)	IMPERIAL SUPPLIES, LLC	INVENTORY MTR POOL PARTS	101-000-110.000	591.25
02/07/2025	AP-MB	5065 (A)	JX ENTERPRISES INC	INVENTORY MTR POOL PARTS	101-000-110.000	1,164.96
02/07/2025	AP-MB	5066 (A)	K & R TRUCK SALES INC	INVENTORY MTR POOL PARTS	101-000-110.000	824.00

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		5066 (A)		VEHICLE REPAIR & MAINTENANCE	101-441-861.934	8,315.40
						<u>9,139.40</u>
02/07/2025	AP-MB	5067 (A)	KENT COUNTY ANIMAL SHELTER	DOG LICENSES	101-000-493.000	322.40
02/07/2025	AP-MB	5068 (A)	JAMES KIRKWOOD	VEHICLE MILEAGE-CONF EXP JIM/MARK	101-371-864.000	187.60
		5068 (A)		CONF EXP-JIM/MARK	101-371-956.000	86.36
		5068 (A)		TELEPHONE-JULY-DEC 2024	101-447-850.000	270.00
						<u>543.96</u>
02/07/2025	AP-MB	5069 (A)	DYLAN DUANE KRAAYENBRINK	CONTRACTUAL SERV-MARKETING PHOTOS	101-751-801.000	300.00
02/07/2025	AP-MB	5070 (A)	LANGUAGE LINE SERVICES	9020508015	101-286-801.000	2,211.67
02/07/2025	AP-MB	5071 (A)	LYDEN OIL COMPANY	KENDALL GT-1 HP 5W20	101-000-110.000	1,913.60
		5071 (A)		KENDALL SUPER-D XA 15W40	101-000-110.000	1,921.92
						<u>3,835.52</u>
02/07/2025	AP-MB	5072 (A)	MARK'S BODY SHOP	UNIFORM EXPENSE	101-336-743.000	34.90
02/07/2025	AP-MB	5073 (A)	MOONLIGHT GRAPHICS INC	VALENTINES DASH POSTCARDS	101-753-900.000	314.91
02/07/2025	AP-MB	5074 (A)	NAPA	INVENTORY MTR POOL PARTS	101-000-110.000	1,327.57
		5074 (A)		INV MTR POOL PARTS-LESS TAX 1.98	101-000-110.000	32.98
		5074 (A)		AUTO SUPPLIES	101-336-861.000	52.22
		5074 (A)		GASOLINE EXPENSE	101-441-862.000	239.76
						<u>1,652.53</u>
02/07/2025	AP-MB	5075 (A)	OVERHEAD DOOR CO OF GR	SUPPLIES	101-336-740.000	122.70
		5075 (A)		SUPPLIES	101-441-740.000	81.80
		5075 (A)		REPAIR & MAINTENANCE	101-441-934.000	2,001.86
						<u>2,206.36</u>
02/07/2025	AP-MB	5076 (A)	PLUMMERS DISPOSAL SERVICES	YETI HUNT	101-751-801.000	163.88
02/07/2025	AP-MB	5077 (A)	PRINTING SYSTEMS INC	SUPPLIES	101-262-740.000	421.51
02/07/2025	AP-MB	5078 (A)	RBK FASTENERS & IND HDWE INC	PARK MAINT SUPPLIES	101-770-740.000	4.20
02/07/2025	AP-MB	5079 (A)	REPCOLITE PAINTS, INC	SUPPLIES	101-336-740.000	22.15
02/07/2025	AP-MB	5080 (A)	ROAD EQUIPMENT PARTS CENTER	INVENTORY MTR POOL PARTS	101-000-110.000	4.72
02/07/2025	AP-MB	5081 (A)	SECURALARM	CAMERA ADDITION AT PINWOOD PARK-50%	408-751-975.000	3,545.25

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02/07/2025	AP-MB	5082 (A)	SMART BUSINESS SOURCE LLC	SUPPLIES	101-215-740.000	2.58
		5082 (A)		SUPPLIES	101-262-740.000	21.80
						<hr/> 24.38
02/07/2025	AP-MB	5083 (A)	SPARTAN STORES LLC	SUPPLIES	101-751-740.000	52.47
02/07/2025	AP-MB	5084 (A)	TRUCK & TRAILER SPECIALTIES	INVENTORY MTR POOL PARTS	101-000-110.000	684.02
02/07/2025	AP-MB	5085 (A)	VESCO OIL CORPORATION	SUPPLIES	101-441-740.000	109.75
02/07/2025	AP-MB	5086 (A)	WASTE TRENDS	3429 52ND ST	101-000-677.701	150.00
		5086 (A)		5919-21 CHRISITIE ST SE	101-000-677.701	150.00
		5086 (A)		3160 52ND ST SE	101-000-677.701	200.00
		5086 (A)		3151 BRETON ST SE	101-000-677.701	150.00
		5086 (A)		2932 EAST PARIS ST SE	101-000-677.701	150.00
		5086 (A)		3000 LAKE EASTBROOK ST SE	101-000-677.701	150.00
		5086 (A)		3125 LAKE EASTBROOK ST SE	101-000-677.701	150.00
		5086 (A)		3682 29TH ST SE	101-000-677.701	150.00
		5086 (A)		4281 28TH ST SE	101-000-677.701	150.00
		5086 (A)		4747 28TH ST SE	101-000-677.701	200.00
		5086 (A)		4061 28TH ST SE	101-000-677.701	150.00
		5086 (A)		2980 28TH ST SE	101-000-677.701	150.00
		5086 (A)		3214 28TH ST SE	101-000-677.701	175.00
		5086 (A)		3300 28TH ST SE	101-000-677.701	150.00
		5086 (A)		4030 BROADMOORE AVE SE	101-000-677.701	200.00
						<hr/> 2,425.00
02/07/2025	AP-MB	5087 (A)	WKTV	QE TSFR-CAS (DIRECTV-AT&T) QE 12/31/24	101-261-808.477	5,465.97
		5087 (A)		QTR TSFR CEG (DIRECTV-AT&T)QE 12/31/24	101-261-808.477	3,488.92
						<hr/> 8,954.89
02/07/2025	AP-MB	5088 (A)	THE WW WILLIAMS COMPANY, LLC	REPAIR & MAINTENANCE	101-336-934.000	692.00
02/11/2025	AP-MB	5089 (E)	PITNEY BOWES INC	METER RENTAL - 11/1/24-1/31/25	101-261-728.000	226.98
02/13/2025	AP-MB	276357	AD-AMERICA MARKETING GROUP	VALENTINE'S DASH 5K	101-753-740.000	1,116.32
02/13/2025	AP-MB	276358	ADAMS & ASSOCIATES APPRAISAL CO	REVIEW OF APPRAISALS & MARKET STUDY	202-449-978.001	3,150.00
02/13/2025	AP-MB	276359	AT&T	616 532 7915 212 8 - 1/28-2/27/25	101-441-850.000	58.95
02/13/2025	AP-MB	276360	AT&T MOBILITY	ACCT#287343184820 - 12/25/24-1/24/25	101-301-923.000	1.10
02/13/2025	AP-MB	276361	BECKER-BARATTA, MARNE	RECREATION FEES REFUND	101-000-606.751	25.00

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CHECK DISBURSEMENT REPORT FOR CITY OF KENTWOOD  
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/13/2025	AP-MB	276362	CAROLE'S CATERING	SUPPLIES - VALENTINE'S BREAKFAST	101-751-740.000	1,312.50
02/13/2025	AP-MB	276363	BRENNAN CARROLL	VEHICLE MILEAGE - JANUARY	101-751-864.000	25.55
02/13/2025	AP-MB	276364	FENCE CONSULTANTS OF WEST MICHIGAN PARK MAINT	SUPPLIES	101-770-740.000	36.95
02/13/2025	AP-MB	276365	GRAND ARBOR SUPPLY	SUPPLIES	101-441-740.000	30.95
02/13/2025	AP-MB	276366	GRAND RAPIDS CITY TREASURER	REPAIRS-32ND ST NEAR PHEASANT RIDGE	219-448-934.000	1,424.57
02/13/2025	AP-MB	276367	IAEI	IAEI DUES - MARK KOWALCZYK	101-371-807.000	120.00
02/13/2025	AP-MB	276368	IMAGE PRINTING	#10 WINDOW ENVELOPES	101-261-740.000	715.00
02/13/2025	AP-MB	276369	INCHECK INC	PRE-EMPLOYMENT BACKGRD CHECK SERVICES	101-270-801.000	100.00
02/13/2025	AP-MB	276370	KENT COMMUNICATIONS INC	POSTAGE - JANUARY 2025	101-261-728.000	796.44
		276370		CONTRACTUAL SERVICES - JANUARY 2025	101-261-801.000	72.00
						<hr/> 868.44
02/13/2025	AP-MB	276371	LOWES HOME IMPROVEMENT	SUPPLIES	101-441-740.000	201.28
02/13/2025	AP-MB	276372	MI FITNESS EQUIPMENT LLC	REPAIR & MAINTENANCE	101-301-934.000	179.00
02/13/2025	AP-MB	276373	NOAH MILLER	CADET TUITION REIMB - 6 CREDITS	101-301-956.000	500.04
02/13/2025	AP-MB	276374	PETROLEUM TECHNOLOGIES GROUP LLC	INVENTORY MTR POOL PARTS	101-000-110.000	573.58
02/13/2025	AP-MB	276375	PIONEER CONSTRUCTION	01. Commerical Plan Review Fee	101-000-202.001	7,261.20
02/13/2025	AP-MB	276376	PIONEER CONSTRUCTION	07. Blding Permit (\$400,000 and over)	101-000-202.001	72,612.00
02/13/2025	AP-MB	276377	SCOTT CIVIL ENGINEERING CO	ENG SVCS FOR VARIOUS BRIDGE REPAIRS	202-449-810.000	1,330.00
		276377		ENG SVCS FOR VARIOUS BRIDGE REPAIRS	203-449-810.000	1,330.00
						<hr/> 2,660.00
02/13/2025	AP-MB	276378	SHELDON CLEANERS	UNIFORM EXPENSE-POLICE-JANUARY 2025	101-301-743.000	807.73
02/13/2025	AP-MB	276379	SHERWIN-WILLIAMS	LESS TAX \$4.70	101-790-740.000	78.29
		276379		LESS TAX \$3.06	101-790-740.000	50.95
		276379		LESS TAX \$.01	101-790-740.000	59.93
						<hr/> 189.17
02/13/2025	AP-MB	276380	STATE OF MICHIGAN	POLICE-LIVESCAN FEES- JANUARY 2025	101-000-630.006	1,596.25
02/13/2025	AP-MB	276381	STATE OF MICHIGAN	S.O.R. REG - P.E. - 1/31/25	101-000-630.000	90.00

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/13/2025	AP-MB	276382	STATE OF MICHIGAN	ANNUAL CERT RENEWAL - S/N 018067	101-261-934.000	319.30
02/13/2025	AP-MB	276383	TERRY STEENHAGEN	VEHICLE MILEAGE - FEBRUARY 2025	590-536-864.000	18.55
		276383		VEHICLE MILEAGE - FEBRUARY 2025	591-536-864.000	18.55
						<hr/> 37.10
02/13/2025	AP-MB	276384	SYNCUBE CONTAINERS LLC	BRAND NEW 20FT CONTAINERS	404-336-975.000	5,400.00
02/13/2025	AP-MB	276385	T. REX & THE RABBIT FOODS, LLC	CONTRACTUAL SERVICES	101-751-801.000	288.75
02/13/2025	AP-MB	276386	THE CHRISTMAN COMPANY	07. Blding Permit (\$400,000 and over)	101-000-202.001	163,903.00
		276386		01. Commerical Plan Review Fee	101-000-202.001	16,390.30
		276386		Overpayment	101-000-202.001	2.70
						<hr/> 180,296.00
02/13/2025	AP-MB	276387	TRANS UNION RISK AND ALTERNATIVE	SUPPLIES - JANUARY 2025	101-302-740.000	115.40
02/13/2025	AP-MB	276388	JESSICA TYSON	MML CONVENTION MEALS REIMB (4)	101-101-956.000	73.36
02/13/2025	AP-MB	276389	VALBRIDGE PROPERTY ADVISORS	APPRAISAL REPORTS (6)	202-449-978.001	11,252.50
TOTAL - ALL FUNDS				TOTAL OF 198 CHECKS		2,647,750.00

--- GL TOTALS ---

101-000-110.000	INVENTORY MTR POOL PARTS	12,223.69
101-000-123.717	PREPAID LIFE INSURANCE	3,187.31
101-000-123.721	PREPD LONGTERM DISAB INS	5,393.10
101-000-202.001	DUE TO CUSTOMER	263,568.68
101-000-231.020	ACCIDENT/DISABILITY INS	1,670.50
101-000-231.021	EE VOL LIFE INS	1,071.91
101-000-493.000	DOG LICENSES	322.40
101-000-606.751	RECREATION FEES	25.00
101-000-606.753	REC FEES-COMMUNITY EVENTS	300.00
101-000-630.000	POLICE SERVICES	90.00
101-000-630.006	POLICE - FINGER PRINTS	1,596.25
101-000-677.701	OTHER REVENUE - PLANNING	2,425.00
101-000-687.001	CASH DISCOUNTS	(0.38)
101-101-956.000	EDUCATION & TRAINING	73.36
101-201-740.000	SUPPLIES	2.89
101-201-850.000	TELEPHONE	47.88
101-215-740.000	SUPPLIES	2.58
101-228-830.000	SOFTWARE MAINT/SUBSCRIPTIONS/LICENSES	309.68
101-228-850.000	TELEPHONE	95.76
101-253-801.000	CONTRACTUAL SERVICES	345.35
101-253-850.000	TELEPHONE	47.88
101-261-728.000	POSTAGE	1,023.42
101-261-740.000	SUPPLIES	1,466.74
101-261-801.000	CONTRACTUAL SERVICES	10,159.46

Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-261-808.477				CABLE TV FRANCHISE COSTS		8,954.89
101-261-920.000				ELECTRIC		4,434.77
101-261-921.000				HEAT		1,957.02
101-261-934.000				REPAIR & MAINTENANCE		319.30
101-262-740.000				SUPPLIES		802.41
101-262-801.000				CONTRACTUAL SERVICES		10,915.00
101-262-831.000				MAINTENANCE AGREEMENTS		10,110.00
101-270-801.000				CONTRACTUAL SERVICES		12,038.28
101-286-740.000				SUPPLIES		1,136.43
101-286-801.000				CONTRACTUAL SERVICES		5,560.63
101-286-806.000				WITNESS FEES & JURY FEES		734.00
101-286-850.000				TELEPHONE		52.99
101-286-920.000				ELECTRIC		1,848.49
101-286-921.000				HEAT		1,187.49
101-287-850.000				TELEPHONE		46.61
101-288-850.000				TELEPHONE		40.61
101-301-727.000				OFFICE SUPPLIES		455.01
101-301-740.000				SUPPLIES		165.00
101-301-743.000				UNIFORM EXPENSE		807.73
101-301-801.000				CONTRACTUAL SERVICES		8,677.96
101-301-812.000				CROSSING GUARDS		4,032.43
101-301-861.934				VEHICLE REPAIR & MAINTENANCE		295.00
101-301-862.000				GASOLINE EXPENSE		6,947.32
101-301-920.000				ELECTRIC		4,313.13
101-301-921.000				HEAT		2,770.79
101-301-923.000				INTERNET		1.10
101-301-934.000				REPAIR & MAINTENANCE		179.00
101-301-956.000				EDUCATION & TRAINING		500.04
101-302-740.000				SUPPLIES		115.40
101-336-740.000				SUPPLIES		356.14
101-336-743.000				UNIFORM EXPENSE		34.90
101-336-801.000				CONTRACTUAL SERVICES		262.61
101-336-850.000				TELEPHONE		117.88
101-336-861.000				AUTO SUPPLIES		90.70
101-336-862.000				GASOLINE EXPENSE		1,754.51
101-336-920.000				ELECTRIC		3,755.31
101-336-921.000				HEAT		4,093.87
101-336-922.000				WATER & SEWER EXPENSE		7,080.24
101-336-934.000				REPAIR & MAINTENANCE		692.00
101-336-975.000				CAPITAL OUTLAY		15,094.50
101-371-807.000				MEMBERSHIP DUES		120.00
101-371-850.000				TELEPHONE		141.20
101-371-862.000				GASOLINE EXPENSE		202.48
101-371-864.000				VEHICLE MILEAGE		187.60
101-371-956.000				EDUCATION & TRAINING		86.36
101-441-740.000				SUPPLIES		1,886.64
101-441-743.000				UNIFORM EXPENSE		780.44
101-441-801.000				CONTRACTUAL SERVICES		6,710.29
101-441-850.000				TELEPHONE		663.91
101-441-861.934				VEHICLE REPAIR & MAINTENANCE		8,596.40
101-441-862.000				GASOLINE EXPENSE		8,863.76

Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-441-920.000			ELECTRIC			4,197.31
101-441-921.000			HEAT			4,793.58
101-441-923.000			INTERNET			36.01
101-441-934.000			REPAIR & MAINTENANCE			2,001.86
101-447-743.000			UNIFORM EXPENSE			100.79
101-447-850.000			TELEPHONE			316.61
101-447-956.000			EDUCATION & TRAINING			50.00
101-751-740.000			SUPPLIES			1,613.56
101-751-801.000			CONTRACTUAL SERVICES			3,430.09
101-751-850.000			TELEPHONE			184.58
101-751-864.000			VEHICLE MILEAGE			25.55
101-751-920.000			ELECTRIC			1,762.57
101-751-921.000			HEAT			1,138.81
101-751-923.000			INTERNET			36.01
101-753-740.000			SUPPLIES			1,172.28
101-753-900.000			PRINTING & PUBLISHING			314.91
101-753-923.000			INTERNET			36.01
101-770-740.000			PARK MAINT SUPPLIES			748.59
101-770-801.000			CONTRACTUAL SERVICES			1,036.88
101-770-920.000			ELECTRIC			1,342.55
101-770-921.000			HEAT			355.49
101-790-740.000			SUPPLIES			201.50
101-790-801.000			CONTRACTUAL SERVICES			10,207.46
101-790-920.000			ELECTRIC			5,418.10
101-790-921.000			HEAT			5,111.79
202-449-745.000			EQUIPMENT RENTAL			700.00
202-449-778.001			MAINTENANCE ROAD & STREET			283.10
202-449-778.002			MAINTENANCE TRAFFIC			28.69
202-449-778.003			MAINTENANCE WINTER			569.24
202-449-778.006			ST SIGN INSTALLATION			212.03
202-449-810.000			ENGINEERING SERVICES			6,430.00
202-449-978.001			ROW COSTS			14,402.50
203-449-810.000			ENGINEERING SERVICES			3,889.15
205-000-202.001			DUE TO CUSTOMER			8,045.77
208-000-202.001			DUE TO CUSTOMER			987.21
213-445-778.004			MAINTENANCE DRAINS			1,490.00
219-448-920.000			ELECTRIC			147.68
219-448-934.000			REPAIR & MAINTENANCE			1,424.57
230-000-040.000			ACCOUNTS RECEIVABLE			1,776.79
271-000-202.001			DUE TO CUSTOMER			340.78
401-261-975.000			CAPITAL OUTLAY			31,958.91
402-441-975.000			CAPITAL OUTLAY			5,860.49
404-336-975.000			CAPITAL OUTLAY			5,400.00
408-751-801.000			CONTRACTUAL SERVICES			7,500.00
408-751-975.000			CAPITAL OUTLAY			9,807.25
590-000-040.000			ACCOUNTS RECEIVABLE			108.03
590-536-810.000			ENGINEERING SERVICES			1,395.90
590-536-831.000			MAINTENANCE AGREEMENTS			1,850.00
590-536-864.000			VEHICLE MILEAGE			18.55
590-536-920.000			ELECTRIC			200.09
590-536-923.000			INTERNET			72.02

Check Date	Bank	Check #	Payee	Description	GL #	Amount
590-536-961.000			SEWER SERVICES PURCHASED			13,984.78
591-000-040.000			ACCOUNTS RECEIVABLE			10.81
591-536-740.000			SUPPLIES			720.81
591-536-784.000			MAINT & REPAIR OTHER			428.81
591-536-810.000			ENGINEERING SERVICES			1,861.20
591-536-831.000			MAINTENANCE AGREEMENTS			1,850.00
591-536-850.000			TELEPHONE			223.41
591-536-864.000			VEHICLE MILEAGE			18.55
591-536-920.000			ELECTRIC			8,772.12
591-536-920.001			ELECTRIC-HP			1,106.97
591-536-921.000			HEAT			590.70
591-536-923.000			INTERNET			72.02
677-625-801.000			CONTRACTUAL SERVICES			1,249.50
677-625-965.716			CLAIMS - MEDICAL			20,424.00
677-626-801.000			CONTRACTUAL SERVICES			1,405.00
677-627-801.000			CONTRACTUAL SERVICES			251.25
703-000-202.001			DUE TO CUSTOMER			55,134.18
703-000-222.000			DUE TO COUNTY			347,860.55
703-000-223.000			DUE TO DISTRICT LIBRARY			194,619.63
703-000-225.050			DUE TO CALEDONIA PUBLIC SHCOOLS			160,184.42
703-000-225.110			DUE TO FOREST HILLS PUBLIC SCHOOLS			232,281.50
703-000-225.140			DUE TO KELLOGGSVILLE PUBLIC SCHOOLS			91,549.07
703-000-225.160			DUE TO KENTWOOD PUBLIC SCHOOLS			896,474.76
703-000-228.000			DUE TO SET			4,026.54
703-000-230.001			DUE TO INTERURBAN TRANSIT PARTNERSHIP			936.06
703-000-234.000			DUE TO INTERMEDIATE SCHOOL DISTRICT			3,625.20
703-000-235.000			DUE TO COMMUNITY COLLEGE			1,137.49
			TOTAL			2,647,750.00



# Memorandum

**To:** Committee of the Whole  
**From:** Joe Pung  
**Date:** February 18, 2025  
**Re:** Summary of Rehabilitation Loan for George & Patricia Fields

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In 2014, the Housing Commission approved a rehabilitation installment loan (HC-2014-01) for George and Patricia Fields at 5671 Ramblewood Avenue. The loan, amounting to \$15,426.65, was intended to cover various home improvements, including a new roof, gutters, an entry door, insulation, and windows. The terms of the loan included a 3% interest rate with monthly payments of \$180.95. At the time of the loan application, Mr. Fields was already retired and disabled. For several years following the loan's issuance, Mr. Fields maintained regular payments. However, since at least 2021, he has been facing significant medical challenges, including chemotherapy and surgery, which have hindered his ability to keep up with the loan payments. According to the Treasurer's Office, the status of the loan is as follows:

- Principal balance: \$5,670.01
- Accrued interest and penalties: \$3,496.26

Mr. Fields has expressed his desire to pay off the remaining principal balance. He is requesting that the City Commission consider waiving the \$3,496.26 in accrued interest and penalties due to his medical hardships.



## OFFICE OF THE CITY CLERK

### PROPOSED MINUTES OF THE REGULAR MEETING OF THE KENTWOOD CITY COMMISSION HELD FEBRAURY 4, 2025 Commission Chambers

Mayor Stephen Kepley called the meeting to order at 7:00 P.M.

Commissioner Tyson led the Pledge of Allegiance to the Flag.

Reverend Jerry DeRuitter, Kentwood Police Chaplain gave the invocation.

Roll Call: Present: Commissioners: Betsy Artz, David Moore II, Clarkston Morgan, Dustin Moseley, Jessica Ann Tyson and Mayor Stephen Kepley.

Motion by Moseley, seconded by Artz, to excuse Commissioner Coughlin with prior notification.

Motion Carried.

Staff Present: Project Manager Susan Arnold, Deputy City Administrator Shay Gallagher, Finance Director Keyla Garcia, Economic Development Planner Lisa Golder, Public Works Director Chad Griffin, City Clerk Dan Kasunic, Engineering & Inspections Director Jim Kirkwood, Fleet Supervisor Jamie King, Police Chief Bryan Litwin, Fire Chief Brent Looman, Parks and Recreation Director Val Romeo, Community Development Director Terry Schweitzer, City Treasurer Laurie Sheldon, Fire Department Administrative Assistant Nancy Shane, City Attorney Jeff Sluggett, and Sabo representative.

Two (2) citizens attended the meeting.

Motion by Morgan, seconded by Moore, to **approve the agenda** with the following addenda: add 15(a) moratorium on billboards.

Motion Carried.

**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 Commission member, that member may request removal of an item from the Consent Agenda.)

Motion by Moore, seconded by Moseley, to approve the Consent Agenda as follows:

- A. Receive and file minutes of the Committee of the Whole held on January 21, 2025.
- B. Purchase of Chevy Tahoe Patrol Vehicle. (information only-emergency purchase)
- C. Approved the Mayor to enter into a contract for housing needs assessment consultant services with Flywheel Community Development Services, LLC in an amount not to

City Commission  
February 4, 2025.

- D. exceed \$64,800.00, with \$30,000.00 from the Economic Development Corporation and \$34,800.00 from the Kentwood Housing Commission FY 2024-25 Operating budgets.
- E. Payables for the City totaling \$878,096.00.

Roll Call Vote: Yeas: All. Nays: None. Absent: Coughlin.

Motion Carried.

Motion by Artz, seconded by Moore, to **approve the minutes** of the January 21, 2025 City Commission Meeting as distributed.

Motion Carried.

### **COMMUNICATIONS AND PETITIONS:**

#### **APPROVE PETITION TO STRIKE THE 2019 AND PRIOR YEARS DELINQUENT PERSONAL PROPERTY TAXES FROM THE ROLLS.**

City Treasurer Sheldon explained this is the annual striking of taxes after five years of attempting to collect taxes owed.

Motion by Moore, seconded by Moseley, approved petition to strike the 2019 and prior years Delinquent Personal Property Taxes from the rolls.

Motion Carried.

### **BIDS:**

#### **AUTHORIZE CONTRACT FOR ENGINEERING SERVICES FOR BRETON AVENUE.**

Engineering and Inspections Director Kirkwood explained this is part of the TIF issue and is for the intersection at 52<sup>nd</sup> Street and Breton Ave. and bridge section.

Motion by Artz, seconded by Morgan, to authorize the Mayor to enter a contract for design and construction engineering services with Prein & Newhof for the intersection improvements at 52<sup>nd</sup> Street and Breton Avenue and construction of the Breton Avenue bridge over the Paul Henry Trail, in an amount not-to-exceed \$151,910.00 (including a 10% contingency), with funds from the FY 2024-25 and FY 2025-26 Major Street Fund.

Motion Carried.

#### **AUTHORIZE PURCHASE OF THREE CHEVROLET TRUCKS FOR DPW.**

Fleet Supervisor King reviewed his memorandum dated February 4, 2025 regarding the purchase of three trucks. He explained this purchase would have put it over budget and have delayed the purchase of a snowplow truck to a later time to stay within budget. There was a discussion with the Commission on what could be done to extend the life of vehicles in the future.

City Commission  
February 4, 2025.

Motion by Artz, seconded by Morgan, to authorize the purchase of three 2025 Chevrolet 2500 trucks to be outfitted as utility work vehicles from Berger Chevrolet, Grand Rapids in the amount of \$125,736.00 with Knapheide manufactured service body installation provided by B7B Truck Equipment in the amount of \$60,973.00, and including an allowance of \$10,000.00 for emergency safety lighting, accessories, and decals, for a total request of \$196,712.00 with funds from the FY 2024-25 and FY 2025-26 DPW Equipment Fund Budget. This will piggyback on the State of Michigan MiDEAL contract pricing.

Motion Carried.

### **RESOLUTIONS:**

#### **ADOPT RESOLUTION 4–25 TO AMEND FEES AND CHARGES FOR COMMERCIAL AND INDUSTRIAL BUILDING PERMITS.**

Deputy City Administrator Gallagher stated this is an update to the current fee structure from a three-tier to a two-tier system.

Motion by Artz, seconded by Moseley, to adopt Resolution 4–25 to amend fees and charges for Commercial and Industrial building permits.

Roll Call Vote: Yeas: All. Nays: None. Absent: Coughlin.

Resolution Adopted.

#### **ADOPT RESOLUTION 5–25 TO ACCEPT MICHIGAN DNR GRANT AGREEMENT FOR TRAIL IMPROVEMENTS.**

Project Manager Arnold informed the Commission this application was submitted in 2023 and awarded to the city in 2024 for trail improvements.

Motion by Moore, seconded by Moseley, to adopt Resolution 5–25 accept Michigan DNR grant agreement for trail improvements.

Roll Call Vote: Yeas: All. Nays: None. Absent: Coughlin.

Resolution Adopted.

### **ORDINANCES:**

#### **AMEND CHAPTER 2, ARTICLE 1 OF THE CODE OF ORDINANCES, TO ADD A NEW SECTION 2-2 TO IMPOSE A TEMPORARY MORATORIUM ON THE ISSUANCE OF ANY PERMIT, LICENSE, APPROVAL, VARIANCE, OR OTHER**

City Commission  
February 4, 2025.

**APPROVAL FOR BILLBOARDS WITHIN THE CITY DURING THE TERM OF THE MORATORIUM.**

City Attorney Sluggett informed the Commission, staff and the legal team that they were in the process of doing a sign ordinance review because of cases pertaining to this subject at a federal level on what is permissible. He stated staff needed a six-month period to complete the review and approval by the Planning and City Commissions.

Motion by Artz, seconded by Moore, to amend Chapter 2, Article 1 of the Code of Ordinances, City of Kentwood, Michigan, to add a new section 2-2 to impose a temporary moratorium on the issuance of any permit, license, approval, variance, or other approval for billboards within the city during the term of the moratorium.

Roll Call Vote: Yeas: All. Nays: None. Absent: Coughlin.

Ordinance Adopted.

**COMMENTS OF COMMISSIONERS AND MAYOR:**

Mayor Kepley—Stated there is much going on and they are so busy and will keep everyone informed.

The meeting was adjourned at 7:45 P.M.

Dan Kasunic  
City Clerk

Stephen C.N. Kepley  
Mayor

# Kentwood Police Department Monthly Statistics

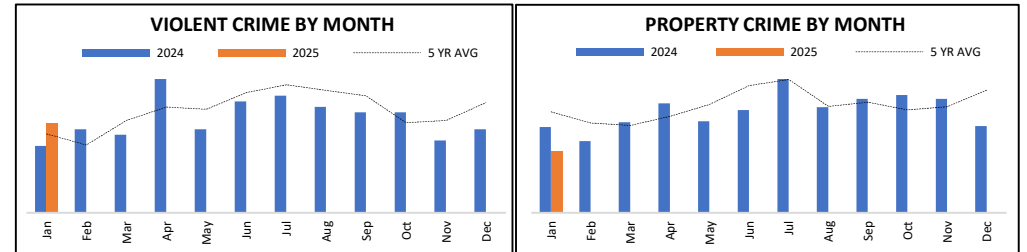
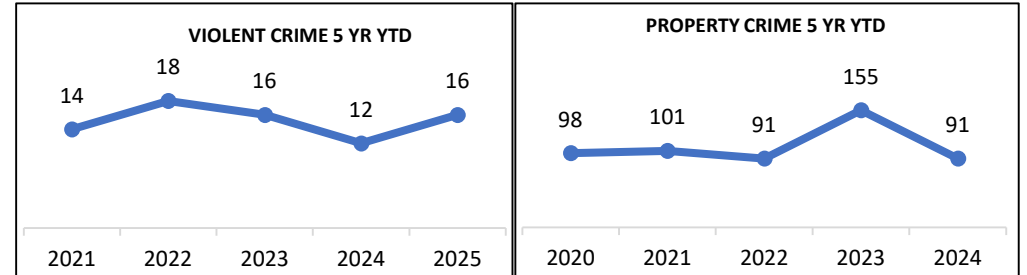
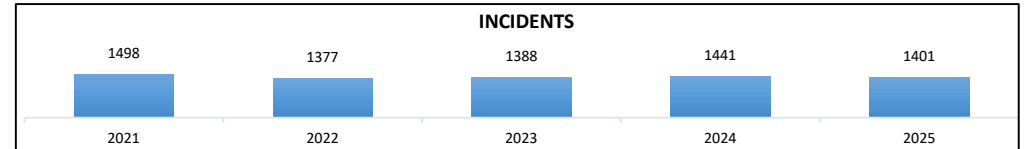
## January 2025

Incidents	Jan '23	Jan '24	Jan '25	2024 YTD	2025 YTD	5 YR AVG
	1,388	1,441	1,401	1,441	1,401	1,421

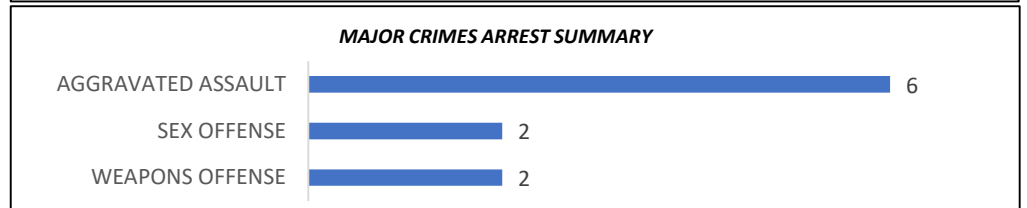
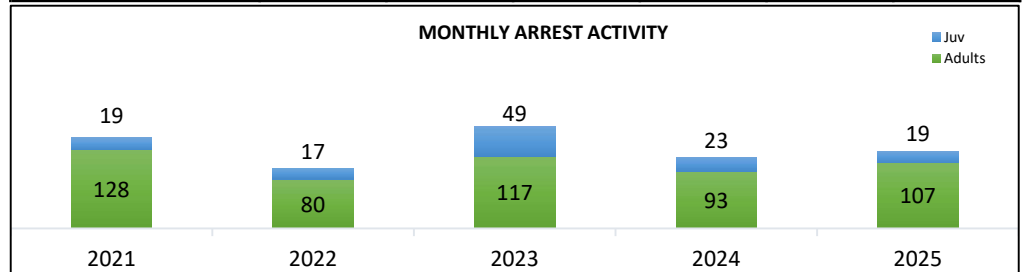
Violent Crime	Jan '23	Jan '24	Jan '25	2024 YTD	2025 YTD	5 YR AVG
Homicide	0	1	0	1	0	0.2
CSC	4	1	1	1	1	2.4
Robbery	3	0	0	0	0	1.4
Aggr. Assault	9	10	15	10	15	10.2
<b>TOTAL VIOLENT</b>	<b>16</b>	<b>12</b>	<b>16</b>	<b>12</b>	<b>16</b>	<b>14.2</b>

Property Crimes	Jan '23	Jan '24	Jan '25	2024 YTD	2025 YTD	5 YR AVG
Arson	0	1	0	1	0	0.4
Burglary	11	6	4	6	4	9.8
Larceny	102	72	55	72	55	78.8
Motor Vehicle Theft	42	12	6	12	6	18.2
<b>TOTAL PROPERTY</b>	<b>155</b>	<b>91</b>	<b>65</b>	<b>91</b>	<b>65</b>	<b>107.2</b>

Non-Index	Jan '23	Jan '24	Jan '25	2024 YTD	2025 YTD	5 YR AVG
Non-Agg. Assault	66	66	78	66	78	62
Counterfeit & Forgery	2	0	0	0	0	1
Embezzlement	1	1	3	1	3	1
Fraud	29	6	15	6	15	19
Stolen Property	10	3	7	3	7	5
Weapons	15	5	6	5	6	8
Prostitution & Vice	0	1	1	1	1	0
Sex Offenses	3	2	2	2	2	1
VCSA	14	2	13	2	13	7
Family & Children	4	7	9	7	9	6
Operating While Intox.	10	11	12	11	12	11
Disorderly Conduct	8	8	4	8	4	8
Other Non-Index Crimes	50	41	20	41	20	33
<b>TOTAL NON-INDEX</b>	<b>212</b>	<b>153</b>	<b>170</b>	<b>153</b>	<b>170</b>	<b>163</b>
<b>MINOR CRIMES</b>	<b>147</b>	<b>194</b>	<b>235</b>	<b>194</b>	<b>235</b>	<b>138</b>
<b>TOTAL OFFENSES</b>	<b>359</b>	<b>347</b>	<b>405</b>	<b>347</b>	<b>405</b>	<b>302</b>



ARREST	Jan '23	Jan '24	Jan '25	2024 YTD	2025 YTD	5 YR AVG
Adult	117	93	107	93	107	105.4
Juvenile	49	23	19	23	19	23.6
<b>TOTAL</b>	<b>166</b>	<b>116</b>	<b>126</b>	<b>116</b>	<b>126</b>	<b>129</b>

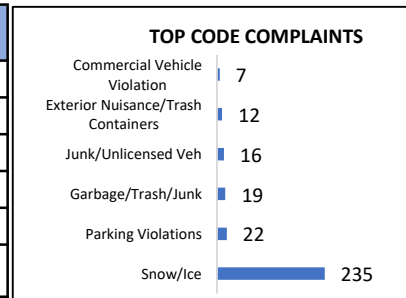


\*DATA PRESENTED THROUGHOUT THE YEAR IS SUBJECT TO CHANGE PENDING END OF YEAR DATA COLLECTION.

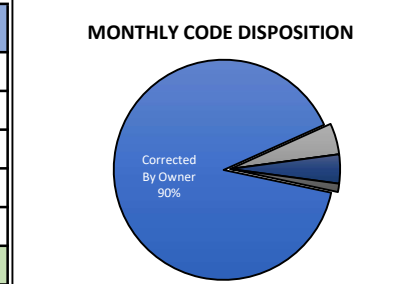
# Kentwood Police Department Monthly Statistics

## January 2025

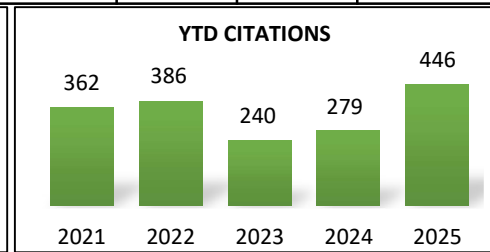
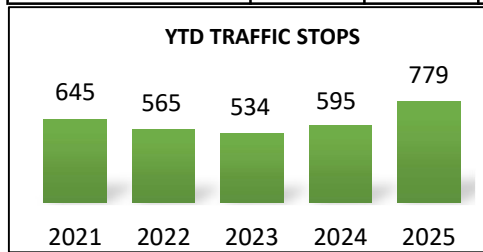
Top Complaints	Jan '25	2025 YTD	5 YR AVG
Snow/Ice	235	22	33
Parking Violations	22	19	26
Garbage/Trash/Junk	19	16	25
Junk/Unlicensed Veh	16	12	8
Exterior Nuisance/Trash Contain	12	7	4
Commercial Vehicle Violation	7	6	4



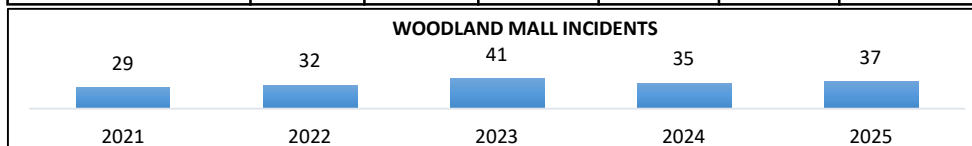
Disposition	Jan '25	2025 YTD	5 YR AVG
Resolved/Corr. By Owner	295	295	207.8
Corrected By City	15	15	8.2
Not In Violation	0	0	2
Referred To Other Dpts.	14	14	15.2
Citations Issued	4	4	8
<b>TOTAL DISPOSITION</b>	<b>328</b>	<b>328</b>	<b>241.2</b>



Traffic	Jan '23	Jan '24	Jan '25	2024 YTD	2025 YTD	5 YR AVG
Property Damage	98	119	148	119	148	90
Personal Injury	42	23	38	23	38	45.6
<b>Total Accidents</b>	<b>140</b>	<b>142</b>	<b>186</b>	<b>142</b>	<b>186</b>	<b>135.6</b>
Total Citations	240	279	446	279	446	333.2
Traffic Stops	534	595	779	595	779	603.4



WOODLAND MALL	Jan '23	Jan '24	Jan '25	2024 YTD	2025 YTD	5 YR AVG
Incidents	41	35	37	35	37	37.4



January 2025 Citizen Survey Response	
Total Survey Response	Total Positive CPSS Score
In January 2025 there were 519 surveys sent out. Of those, 176 surveys were completed.	In January 2025 there were 485 total survey questions answered. Of those, 468 were rated as 'positive'.
<b>34%</b>	<b>96%</b>

**January 2025 Police Injury Report:**  
 Two minor injuries from on duty activities  
 (1) thumb strain  
 (1) abrasion on arm

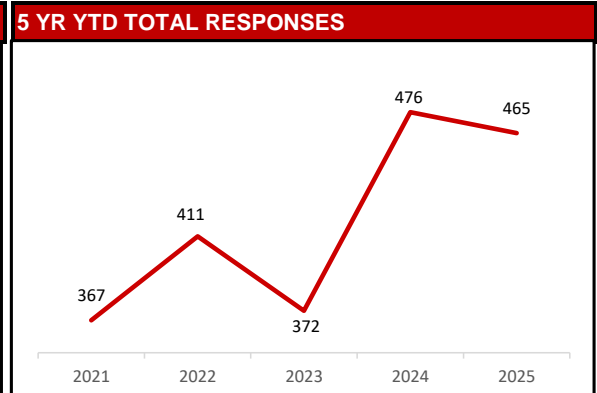
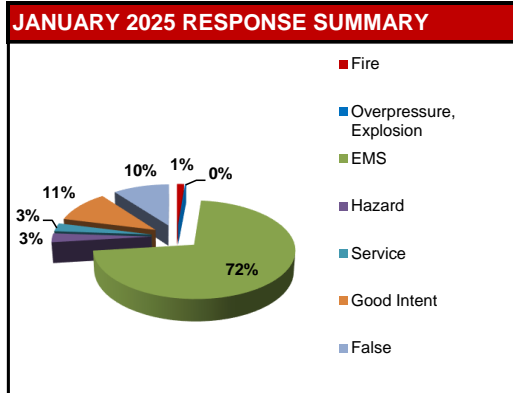
**Highlights:**

First Responders Breakfast at Gerald R Ford Job Corps

60th/Division Traffic Stop

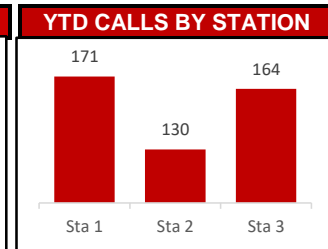
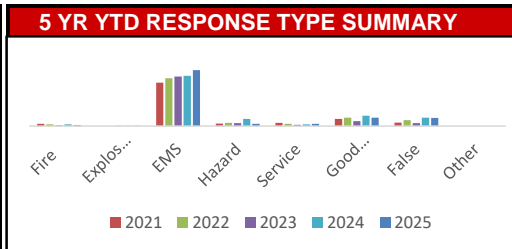
# JANUARY 2025 KENTWOOD FIRE DEPARTMENT REPORT

SUMMARY				
NFIRS INCIDENT TYPE SERIES	JAN 2025	2025 YTD	2024 YTD	YTD CHANGE
Fire	6	6	10	-40.00%
Explosion, Excessive Heat	1	1	2	
EMS	333	333	300	11.00%
Hazardous Condition, Standby	14	14	42	-66.67%
Service	13	13	11	18.18%
Good Intent	50	50	61	-18.03%
False	48	48	50	-4.00%
Other	0	0	0	
<b>TOTAL</b>	<b>465</b>	<b>465</b>	<b>476</b>	<b>-2.31%</b>



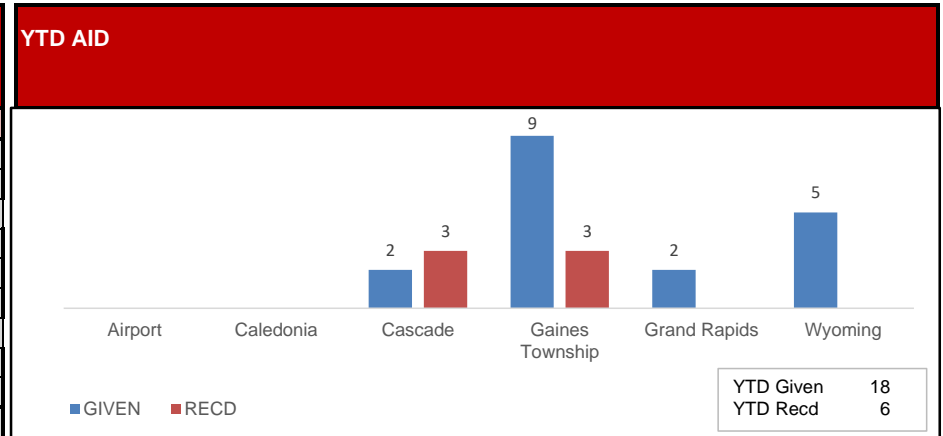
**JANUARY FIRES (injury, aid given)**

Building	Roseworth Ct.
Chimney	
Cooking	
Vehicle	South Shore, Radcliff, Broadmoor, Edgelawn
Trash	29th
Other	



**JANUARY AID BY DEPARTMENT (Multiple departments may respond to single incident)**

Mutual		Automatic	
DEPARTMENT	Given	Dispatch Reason	Received Dispatch Reason
Airport			
Caledonia			
Cascade	2	Building, EMS	3 2 MVA, EMS
Gaines	9	5 Building, Chimney, MVA, 2 EMS	3 2 Building, Alarm
Grand Rapids	2	2 MVA	
Wyoming	5	Building, MVA, 3 EMS	



**JANUARY REASON FOR EMS CALL (excluding Unknown, NA)**

Abdominal Pain	9	Chest Pain	26	Head Injury	2	Pregnancy/Childbirth	2
Allergies	2	Choking		Headache	2	Psych Prob/Suicide Attempt	6
Altered Mental Status	30	CO/Hazmat		Heart Problems	2	Sick	2
Assault	2	Convulsions	10	Heat/Cold Exposure	3	Stab/Gunshot	1
Auto vs Pedestrian	2	Diabetic Problem	4	Hemorrhage/Laceration		Stroke/CVA	3
Back Pain	2	Drowning		Hypotension/Hypertension	2	Traffic Accident & Crash	45
Breathing Problem	67	Eye Problem		Invalid Assist/Lift Assist	4	Traumatic Injury	4
Burns		Falls	36	Medical Alarm		Unconscious/Fainting	11
Cardiac Arrest/Death	10	GI Bleed		Overdose/Ingestion	3	Weak/Lethargic	3

NARCAN USE	JAN 2025	2025 YTD	2024 YTD	YTD CHANGE
Times Administered	2	2	3	-33.33%

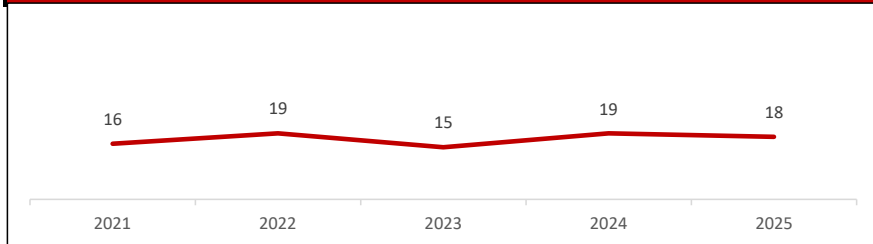
CASUALTIES	JAN 2025	2025 YTD	2024 YTD
Fire Service Injuries	0	0	0
Civilian Injuries	0	0	0
Fire Service Deaths	0	0	0
Civilian Deaths	1	1	0



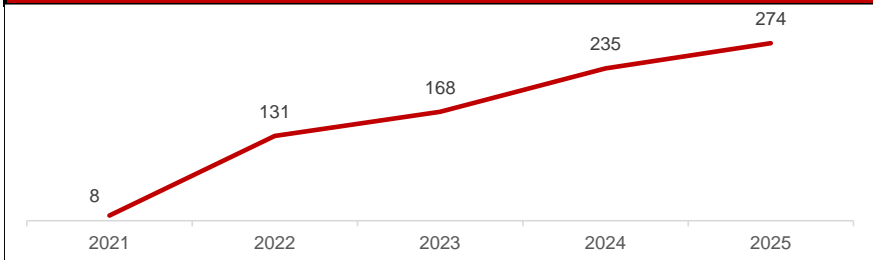
FIRE PREVENTION BUREAU				
ACTIVITIES	JAN 2025	2025 YTD	2024 YTD	YTD CHANGE
Construction Plan Review	18	18	19	-5.26%
New Construction	2	2	0	
Remodel	10	10	4	
Sprinkler	2	2	7	
Site Plan	2	2	2	
Fire Alarm/Hood	0	0	1	
Demolition	2	2	3	
Addition	0	0	0	
Annual Business Inspections	253	253	202	25.25%
Annual Initial	130	130		
Reinspections	123	123		
Enforcement	0	0	0	
Certificate of Occupancy Insp.	6	6	9	
Not Ready	0	0	0	
Walk Through	3	3	2	
Tent Inspections	0	0	0	
Protection/Detection Systems	11	11	22	
Mobile Food Truck Inspection	0	0		
Complaint Investigation	1	1	0	
Vacant/Closed Businesses			1	
Investigations	1	1	2	
Smoke Detector Installations	158	158	79	100.00%
CO Alarm Installations	45	45	24	87.50%

CHEMICAL INVENTORY SURVEYS				
	JAN 2025	2025 YTD	2024 YTD	YTD CHANGE
Surveys returned	778	778	473	64.48%

#### 5 YR YTD TOTAL CONSTRUCTION PLAN REVIEWS



#### 5 YR YTD TOTAL INSPECTIONS



#### PICTURE(S) OF THE MONTH



January 25, 2025, 52nd & East Paris

3-vehicle crash with multiple patients. One vehicle was off the road, rolled over on the driver's side. Fire fighters had to stabilize the vehicle and remove one side of the roof to reach the patient.



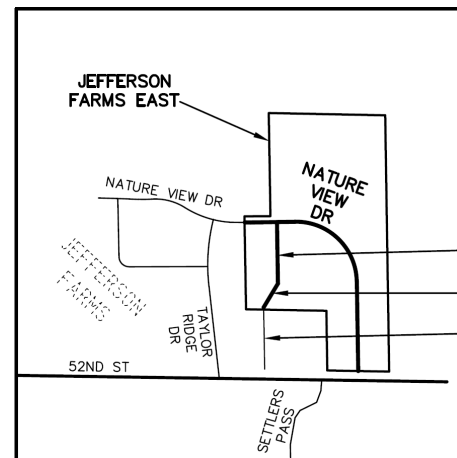
# MEMORANDUM

**TO:** Mayor and City Commissioners  
**FROM:** Brad Boomstra, P.E. – City Engineer  
**DATE:** February 18, 2025  
**TOPIC:** Jefferson Farms East Construction Agreements

**ACTION REQUESTED:** That the City Commission authorize the Mayor to enter into two construction agreements with Bosco Construction, owners of the property known as Jefferson Farms East, to authorize the Developer to install utilities and streets in preparation for the City's acceptance of them as public, to set up an escrow arrangement to cover the City's costs relative to construction inspection of those improvements.

**BACKGROUND:** Bosco Construction, the owner/developer, will construct the public plat known as Jefferson Farms East, as approved by the City. Upon completion and acceptance of the project, the streets and utilities within the plat will become public. The agreements provide a framework for the construction of the water main, sanitary sewer, storm sewers, streets, and sidewalks.

The sanitary sewers and water mains in this part of Kentwood are owned by the City of Grand Rapids, which is therefore a party to the agreement. The storm sewers and streets will be owned solely by Kentwood, so a second agreement covering those items is only between Kentwood and the developer. These agreements are consistent with previous agreements which were reviewed by the City Attorney.



Via Resolution 37-07, the City has set a policy requiring developers to pay for third party inspections to ensure compliance with the plans and specifications of the public improvements. The inspection and testing costs for this project have been bid and recommended for approval to the City Commission. The Developer has deposited \$80,000 with the City Treasurer in an escrow account to cover those costs. Any funds remaining will be returned to the developer. Any expenses above the escrow amount will be billed to and paid by the developer.

If you have any questions regarding this issue, please contact Brad Boomstra at (616) 554-0740 or [boomstrab@kentwood.us](mailto:boomstrab@kentwood.us). Thank you for your consideration of this request.

# CONSTRUCTION AGREEMENT CITY OF KENTWOOD

## Jefferson Farms East

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF KENTWOOD, a Michigan Municipal Corporation, of 4900 Breton Avenue SE, Kentwood, Michigan 49518, hereinafter referred to as "Kentwood" and Bosco Construction, a Michigan Corporation, whose address is 4910 68<sup>th</sup> Street, Caledonia, Michigan 49316, owners of Windy West, a residential subdivision development, hereinafter referred to as the "Developer".

WHEREAS, the Developer has certain property located in Kentwood, and;

WHEREAS, the Developer desires to develop said property including the installation of certain street improvements, and;

WHEREAS, Kentwood is willing to have the Developer proceed with the proposed development and that the aforesaid street improvements will become public utilities and public streets upon their completion and Kentwood's final acceptance of said utilities and streets;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The Developer agrees that the street improvements and all appurtenant work will be constructed in a public right of way or that prior to acceptance of said storm sewers, watermains, and street improvements, the Developer agrees to provide Kentwood easements establishing the location of said utilities.
2. That the proposed construction of storm sewers and street improvements and all appurtenant work will be done in accordance with the latest, approved version of plans entitled *Sanitary sewer and water main in Nature View Drive and Nature View Court and Sanitary sewer in Public Easement (SE) (Jefferson Farms East)*; (hereinafter referred to as the "Project") furnished by Feenstra & Associates, Inc. (hereinafter referred to as the "Consultant"), on behalf of the Developer and approved by the City of Kentwood City Engineer or designee. Said work shall be done in accordance with the MDOT 2020 Standard Specifications for Construction and revisions thereto, including Kentwood's insurance requirements. Kentwood will be named as an additional insured party.
3. The Developer agrees that street improvements shall refer to all catch basins, catch basin leads, storm sewer, storm sewer manholes, storm sewer service leads, sand bedding, street subgrade preparation including the sand sub-base, aggregate base, hot mix asphalt pavement, curbs, sidewalks, drive approaches, and street lights, except that water mains, water valves, water service leads, fire hydrants and all appurtenant work in public streets and public easements, sanitary sewers,

sanitary manholes, sanitary service leads and their appurtenances shall not be considered street improvements for the purposes of this agreement, as they are being constructed by the Developer on behalf of the City of Grand Rapids, which owns the excepted utilities, under a separate agreement between the Developer, Kentwood and the City of Grand Rapids.

4. The Developer agrees that the sidewalks for all outlots, connections to existing or planned pedestrian trails and right-of-way extensions, as shown on the Project plans, shall be constructed at the time of the street construction. The sidewalk at all platted lots shall be constructed in conjunction with the building at the time of construction. In the event a building is not built on any or all lots within five (5) years of the completion of the street, the Developer agrees to install the sidewalk at that time.
5. Developer shall cause the Consultant to field stake the project. The Consultant shall be responsible for final as-built plans. Kentwood or their designee shall provide mark ups to the Consultant for as-built plan revisions within 30 days of construction completion. The Consultant shall provide the final as-built plans per Kentwood's mark ups within 30 days of receipt of the mark ups. Kentwood or their designee will then review the final as-built drawings for completeness and approval, which shall be a condition of project acceptance.
6. No changes in plans or specifications shall be made without prior approval by the Kentwood City Engineer or designee.
7. Field inspection and materials testing of the street improvements will be performed by the Kentwood City Engineer or designee.
8. The Developer has deposited the sum of at least \$80,000 (eighty thousand dollars) with the City of Kentwood Treasurer for the cost of the above-described field inspection work. Upon completion of the project and computation of the final inspection and testing costs, any unexpended amount of the deposit will be returned to the Developer or, should the final costs be greater than the amount deposited, the Developer will reimburse the City of Kentwood for the additional costs.
9. At the time of final acceptance of the Project by the City of Kentwood, the Developer shall provide the City of Kentwood with a one (1) year maintenance bond (in the amount of 25% of construction cost) for the street improvements. Guarantee provisions shall commence on the date of final acceptance of the project by the City of Kentwood.
10. In areas to be dedicated as public streets, the developer will furnish deeds to Kentwood in accordance with the City Engineer and City Attorney's requirements. Applicable easements shall also be furnished to Kentwood, as appropriate.

11. It is agreed that Kentwood may restrict or suspend the issuance of building or occupancy permits until inspection costs are paid in full, and all deeds and easements are recorded with the Kent County Register of Deeds.
12. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have set their hand and seals on the day and year first above written.

BOSCO CONSTRUCTION,  
A Michigan Corporation

  
\_\_\_\_\_  
Ryan Vander Hoff, Secretary/Treasurer

CITY OF KENTWOOD,  
A Michigan Municipal Corporation

By \_\_\_\_\_  
Stephen C. N. Kepley, Mayor

Attest \_\_\_\_\_  
Dan Kasunic, Clerk



## CONSTRUCTION AGREEMENT

### JEFFERSON FARMS EAST

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Grand Rapids, a Michigan Municipal Corporation, 300 Monroe Avenue, NW, Grand Rapids, Michigan 49503, hereinafter referred to as the "Grand Rapids", and the City of Kentwood, a Michigan Municipal Corporation, 4900 Breton Avenue, SE, Kentwood, Michigan 49518, hereinafter referred to as "Kentwood", and Bosco Development, LLC, a Michigan Limited Liability Company, 4910 68<sup>th</sup> Street, SE, Caledonia, Michigan 49316, hereinafter referred to as the "Developer".

WHEREAS, the Developer has certain property located in the Kentwood, and;

WHEREAS, the Developer desires to develop said property, including the installation of certain water mains and sanitary sewers;

WHEREAS, Grand Rapids and Kentwood are willing to have said Developer proceed with the proposed development and that the aforesaid water mains and sanitary sewers shall become public utilities upon their completion and Grand Rapids' final acceptance of said utilities, and;

WHEREAS, Grand Rapids shall assume the responsibility for the operation and maintenance of the aforesaid water mains and sanitary sewers upon their completion and Grand Rapids' final acceptance of said utilities.

NOW, THEREFORE, it is hereby agreed as follows:

1. The Developer agrees that the water mains and sanitary sewers will be constructed in public right of way or, that prior to the construction of said water mains and sanitary sewers, the Developer agrees to provide to Grand Rapids easements establishing the location of said utilities.
2. The proposed construction of the water mains and sanitary sewers and all appurtenant work will be done in accordance with plans entitled "Sanitary Sewer and Water Main in Nature View Drive, Nature View Court, and Public Easement (SE) (Jefferson Farms East), hereinafter referred to as the "Project", furnished by Feenstra and Associates, Inc., hereinafter referred to as the "Consultant", on behalf of the Developer and approved by the Kentwood and the Grand Rapids City Engineer or designee. Said work will be done

in accordance with the current Grand Rapids Standard Construction Specifications, and revisions thereto, including the insurance requirements. Grand Rapids and Kentwood will be named as additional insured parties. The Consultant will be required to prepare plans and drawings in the manner prescribed by Grand Rapids, which may require separate plans/drawings for various portions of work. Also, the preparation of all drawings shall be consistent with the Grand Rapids Engineer's Office computer-aided drafting (CAD) standards. The completion date for this Project is November 1, 2025.

3. The Developer shall cause the Consultant to field stake the Project. The Developer shall be responsible for the submission of final as-built plans, and through its Consultant shall furnish as-built measurements and plans in accordance with the Grand Rapids Engineer's Office computer-aided drafting (CAD) standards and the Grand Rapids Standard Construction Specifications, except as modified pursuant to this agreement. Said as-built measurements and plans shall be completed and returned to the Grand Rapids Engineer's Office at the time of acceptance of the Project by Grand Rapids. No sanitary lateral or water service connections will be allowed until such time as the as-built measurements and plans have been received and accepted by Grand Rapids. Under certain circumstances, an exception regarding the sanitary lateral and water service connections may be granted by the Grand Rapids City Engineer, or designee.
4. No changes in plans or specifications shall be made without prior approval of the Grand Rapids City Engineer, or designee and the designated representative of Kentwood.
5. Field inspection shall be done by Kentwood. Office administration (plan and document review, etc.) shall be done by the Grand Rapids City Engineer, or designee. Grand Rapids will also perform any testing and chlorinating of the water mains. The cost of said inspection and office administration shall be charged using a time and materials method, at a billable rate, in order to cover fringe benefits and overhead costs. All other Grand Rapids work shall be billed at the actual cost plus the percentage established for that particular department for such work. Grand Rapids will invoice the Kentwood for these charges, and the Kentwood does hereby agree to pay.

6. The Developer has deposited the sum of \$25,000 (Twenty-Five Thousand Dollars) with Kentwood to cover the cost of the above-described work as referenced in Paragraph No. 5. Upon completion of the Project and computation of the final costs of said work, any unexpended amount will be returned to the Developer, or should the cost be greater than the amount deposited, the Developer will reimburse Kentwood for the additional costs. The Developer will also reimburse Kentwood for any additional cost incurred by Kentwood.
7. The Developer has provided Grand Rapids with a Letter of Credit in the amount of \$503,000 (Five Hundred Three Thousand Dollars) and expiring on December 1, 2025, thirty (30) days after the Project completion date. In the event the Project has not been completed by the date as referenced in Paragraph 2, the Developer shall provide Grand Rapids with an extension of the Letter of Credit and shall do so no later than fourteen (14) calendar days prior to the expiration of the original Letter of Credit. Failure on the part of the Developer to fulfill this obligation may result in the calling (cashing) of the original Letter of Credit by Grand Rapids.
8. The Developer agrees to provide Grand Rapids with a one (1) year guarantee for the Project. This guarantee shall consist of a one (1) year Maintenance Bond in a form acceptable to Grand Rapids in the amount of \$125,750 (One Hundred Twenty-Five Thousand Seven Hundred Fifty Dollars) or in lieu thereof, a one (1) year Irrevocable Letter of Credit in the amount of \$125,750 (One Hundred Twenty-Five Thousand Seven Hundred Fifty Dollars). Said Maintenance Bond or Irrevocable Letter of Credit shall expire one (1) year from the date of final acceptance of the Project by Grand Rapids and shall be submitted to Grand Rapids with the request for approval of the final payment to the Contractor. The request to the City to approve the final payment to the Contractor shall include not only the final pay estimate but also the quantities.



9. The date of final acceptance of the Grand Rapids utilities within the Project by Grand Rapids shall be the date of the letter of final acceptance issued by Grand Rapids. Said letter of final acceptance will not be issued until all of the requirements for final acceptance, as set forth in the Grand Rapids Standard Construction Specifications, including any revisions thereto, and as modified herein, have been met to the satisfaction of the Grand Rapids City Engineer or designee. The Grand Rapids Standard Construction Specifications are hereby modified to require that final as-built measurements and plans must be submitted by the Consultant on behalf of the Developer within two (2) weeks after the actual completion of the Project. If within 90 days of the receipt of the final as-built measurements and plans, the Grand Rapids City Engineer, or designee, determines that the as-built measurements and plans require correction(s), the Developer shall cause said corrections to be made by the Consultant and the corrected as-built measurements and plans resubmitted to the Grand Rapids City Engineer, or designee, within 30 days of notification of the required correction(s).
10. This Agreement shall be binding on the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

BOSCO DEVELOPMENT, LLC

By: 

Ryan Vander Hoff, Secretary/Treasurer

CITY OF KENTWOOD

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

Stephen C. N. Kepley, Mayor

Attest \_\_\_\_\_

Dan Kasunic, Clerk

CITY OF GRAND RAPIDS,

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

David LaGrand, Mayor

Attest \_\_\_\_\_

Joel H. Hondorp, City Clerk

**This document may be electronically signed. Electronic signatures appearing on this document are of the same authority as handwritten signatures for the purposes of validity, enforceability and admissibility.**



**CITY OF KENTWOOD  
PLANNING COMMISSION  
PROPOSED  
FINDINGS OF FACT  
FEBRUARY 11, 2025**

PROJECT: 4550 Division Avenue Rezoning

APPLICATION: 01-25

LOCATION: 4550 Division Avenue

HEARING DATE: January 28, 2025

REVIEW TYPE: Rezone .16 acres from FBC Form Based Code Corridor General to FBC Form Based Code Corridor Edge

**MOTION: Motion by Poyner, supported by Quinn, to recommend to the City Commission to rezone .16 acres from FBC Form Based Code Corridor General to FBC Form Based Code Corridor Edge. Approval is conditioned on basis points 1-7 as described in Pung's memo dated January 22, 2025.**

- Motion Carried (8-0) -

- BASIS:
1. The property will continue to be zoned FBC Form Based Code, only the underlying context area will change.
  2. The Master Plan recommends mixed use development for this site. The proposed change is consistent with the Master Plan recommendation.
  3. Infrastructure and services are sufficient to accommodate the proposed uses under the proposed context area.
  4. The change would not tend to create any type of blight within the area and would allow for reasonable use of the property.
  5. The uses allowed under the Corridor Edge context area should be compatible with the adjacent zoning and uses.
  6. Applicant's presentation at the Planning Commission work session and public hearing.
  7. Discussion at the Planning Commission work session and public hearing.

February 18, 2025

CITY OF KENTWOOD  
ORDINANCE NO. \_\_\_\_ – 25

AN ORDINANCE TO AMEND THE CITY OF KENTWOOD ZONING ORDINANCE BEING APPENDIX A OF THE CITY OF KENTWOOD CODE OF ORDINANCES, AS AMENDED, for Rezoning of 0.16 acres from FBC Form Based Code Corridor General to FBC Form Based Code Corridor Edge

THE CITY OF KENTWOOD ORDAINS:

SECTION 1.

The Zoning Ordinance, being Appendix A of the City of Kentwood Code of Ordinances, is hereby amended to change the following described area of land from FBC Form Based Code Corridor General to FBC Form Based Code Corridor Edge viz:

LOT 4 EXCEPT THE WEST 17 FEET, BLOCK 3 OF L.M. CONRAD’S SUB-DIVISION

SECTION 2.

This Ordinance shall be effective ten (10) days following its publication.

The foregoing Ordinance was offered by Commissioner \_\_\_\_\_, supported by Commissioner \_\_\_\_\_, the vote being as follows:

YEAS:

NAYS:

ABSTAIN:

ABSENT:

ORDINANCE DECLARED ADOPTED.

Dan Kasunic  
Kentwood City Clerk

I hereby certify the foregoing to be a true copy of an ordinance adopted at a regular meeting of the Kentwood City Commission held February 18, 2025.

Dan Kasunic  
Kentwood City Clerk

STAFF REPORT: January 8, 2025  
PREPARED FOR: Kentwood Planning Commission  
PREPARED BY: Joe Pung  
CASE NO.: 01-25 4550 Division Avenue Rezoning

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#### GENERAL INFORMATION

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APPLICANT: Rajimderpal Singh  
4472 Brooklyn Avenue, SE  
Kentwood, MI 49508

STATUS OF  
APPLICANT: Property Owner

REQUESTED ACTION: Request to rezone .16 acres from FBC Form Based Code Corridor  
General to FBC Form Based Code Corridor Edge

EXISTING ZONING OF  
SUBJECT PARCEL: FBC Form Based Code (Corridor General Context Area)

GENERAL LOCATION: 4550 Division Avenue

PARCEL SIZE: .16 acres (6,789 square feet)

EXISTING LAND USE  
ON THE PARCEL: Vacant Building (former office building)

ADJACENT AREA  
LAND USES: N: Commercial Building  
S: Parking Lot  
E: Single Family Residential & Motel  
W: Multi-tenant Retail Building

ZONING ON ADJOINING  
PARCELS: N: FBC Form Based Code (Corridor General)  
S: FBC Form Based Code (Corridor General)  
E: FBC Form Based Code (Corridor General)  
W: FBC Form Based Code (City of Wyoming)

### Compatibility with Master Plan

The Master Plan recommendation for this site is for mixed-use development. The proposed change in the form based code context area is consistent with the Master Plan recommendation.

### Relevant Zoning Ordinance Sections

Chapter 23 contains the overall Form Based Code regulations. Section 23.02.02.C requires that the rezoning of property to FBC Form Based Code or a change to the designated context area be reviewed by the City Commission, consistent with Section 13.03 of the Kentwood Zoning Ordinance. Section 13.03.C outlines the guidelines for rezoning. Section 13.08 outlines the general review standards.

### Zoning History

The property has been zoned FBC Form Base Code since at 2017, prior to that the property was zoned C2 Community Commercial.

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## SITE INFORMATION

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### Site Characteristics

The existing building was constructed in 1951 with an addition for a dentist office constructed in 1985.

### Traffic & Circulation

The site is accessed through a single curb cut onto Division Avenue (the curb cut also provides access to the adjacent property to the south). No change to access is proposed.

### Engineering

Development of the site will have to meet all applicable standards and requirements of the Kentwood Engineering Department.

### Fire

Development of the site will have to meet all applicable standards and requirements of the Kentwood Fire Department.

Staff Comments

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- 1) The applicant wishes to utilize the existing building as a duplex. A duplex is not an allowable building type in the Corridor General context area, it is allowed in the Corridor Edge context area.
- 2) The uses and building types that are allowed under the Corridor Edge context area which are not allowed under the existing Corridor general context area are as follows:
  - Pawn shops
  - Small Multiplex Building Type
  - Rowhouse Building Type
  - Duplex Building Type

- 3) Contrast of front yard building setback requirements for Corridor General and Corridor Edge are as follows:

Building Type	Corridor General	Corridor Edge
Retail	5-foot build to line	5-foot or 50-foot build to line
Mixed Use	5-foot build to line	Not Allowed
Flex	5-foot build to line	5-foot build to line or 5-foot to 25-foot build to zone
Live/Work	5-foot build to line or 5-foot to 20-foot build to zone	5-foot build to line or 5-foot to 25-foot build to zone
Large Multi-Plex	5-foot build to line or 5-foot to 20-foot build to zone	10-foot to 25-foot build to zone
Small Multi-Plex	Not Allowed	10-foot to 25-foot build to zone
Rowhouse	Not Allowed	15-foot to 25-foot build to zone
Duplex	Not Allowed	10-foot to 25-foot build to zone
Civic	5-foot to 20-foot build to zone	10-foot to 25-foot build to zone

- 4) The intent of the Corridor General and Corridor Edge context areas area as follows:

Corridor General: The Corridor General Context Area is intended to reinforce and enhance the urban environment along the Bus Rapid Transit (BRT) corridor of Division Avenue by providing a diverse mix of uses and a compact, walkable form.

Corridor Edge: The Corridor Edge Context Area is intended to reinforce and enhance the urban environment along the Bus Rapids Transit (BRT) corridor of Division Avenue by providing a diverse mix of uses and a compact, walkable form. The Context Area also is intended to transition between the more urban Corridor General Context Area and the existing development pattern of the corridor.

5) Section 13.03.C of the Zoning Ordinance outlines the guidelines for rezoning. The guidelines are as follows:

13.03.C.1 Consistency with the goals, policies, and future land use map of the Master Plan, including any subarea or corridor studies. If conditions have changed since the Master was adopted, the consistency with recent development trends in the area.

**The property is Master Planned for mixed-use development. The proposed change is consistent with the Master Plan recommendation.**

13.03.C.2 Compatibility of the site's physical, geological, hydrological, and other environmental features with the uses permitted in the proposed zoning district.

**The proposed uses under the corridor edge district would be compatible with the site's physical, geological, hydrological, and other environmental characteristics.**

13.03.C.3 The applicant's ability to develop the property with at least one (1) of the uses permitted under the current zoning.

**The property can be developed and used as currently zoned. The zoning of the property will remain FBC Form Based code, only the underlying context area would change.**

13.03.C.4 The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential influence on property values.

**The zoning district will remain FBC Form Based code, the applicant is requesting a change to the context area under the FBC Form Based Code district. The uses allowed in the Corridor Edge context area should be compatible with surrounding uses and zoning. Other than modifications (egress windows, etc.) to meet the Building Code and Fire Code requirements, no exterior changes to the building have been indicated by the applicant.**



- 13.03.C.5 Whether the City's infrastructure and services are sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety and welfare" of the City.

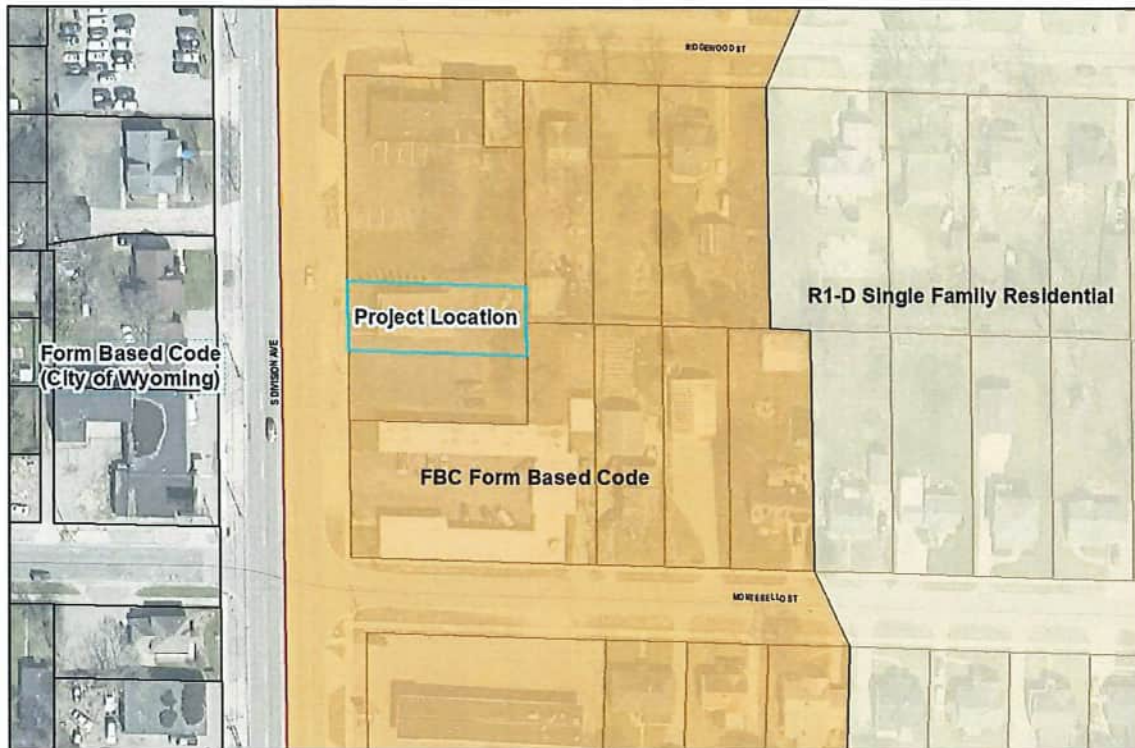
**The City's infrastructure and services are sufficient to accommodate the proposed uses under the conditional rezoning.**

- 13.03.C.6 Where a rezoning is reasonable given the above guidelines, a determination that the requested zoning district is more appropriate than another district or amending the list of permitted or Special Land Uses within a district.

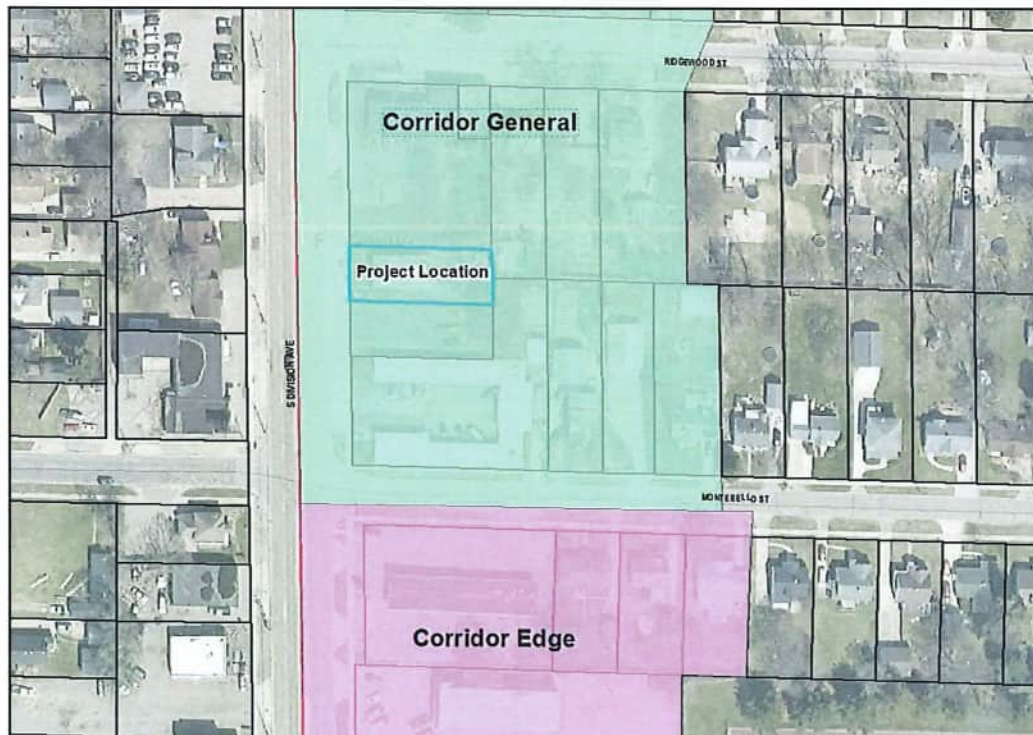
**Exhibit 1: Project Location**



**Exhibit 2: Current Zoning**



**Exhibit 3: Current Context Areas**

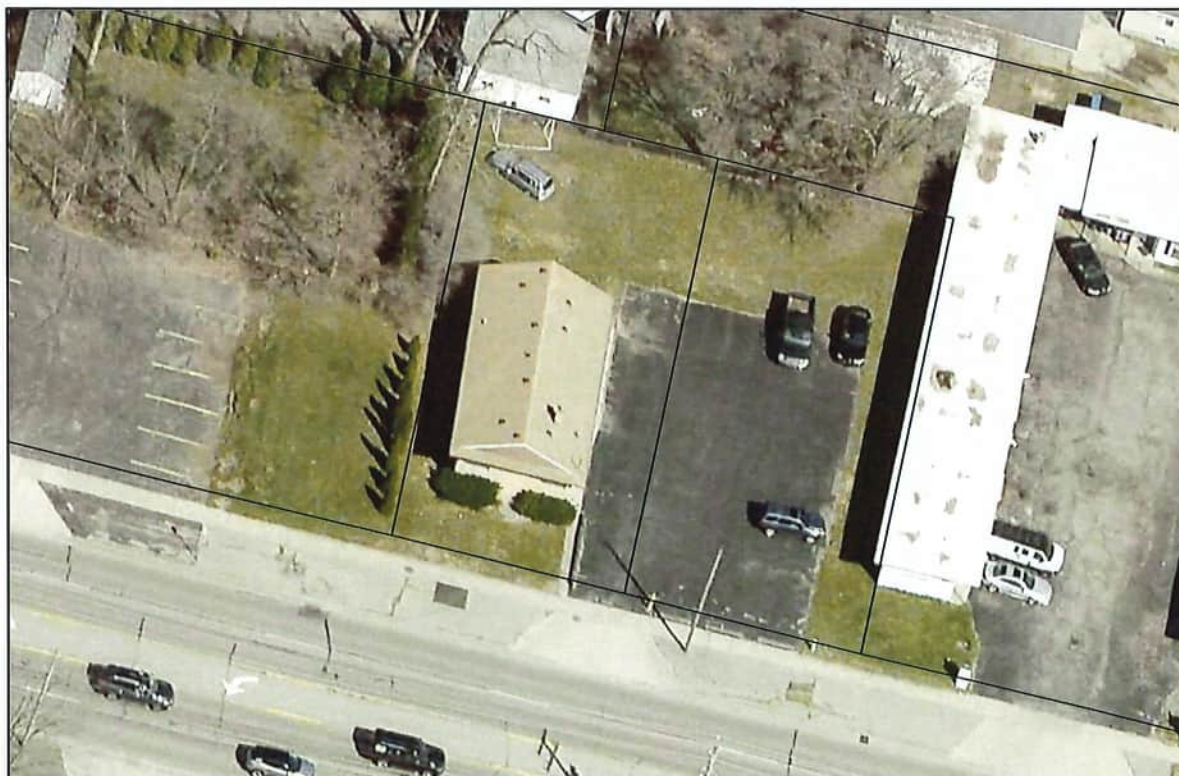




**Exhibit 4: April 2023 Pictometry Photo (view from the south)**



**Exhibit 5: April 2023 Pictometry Photo (view from the west)**

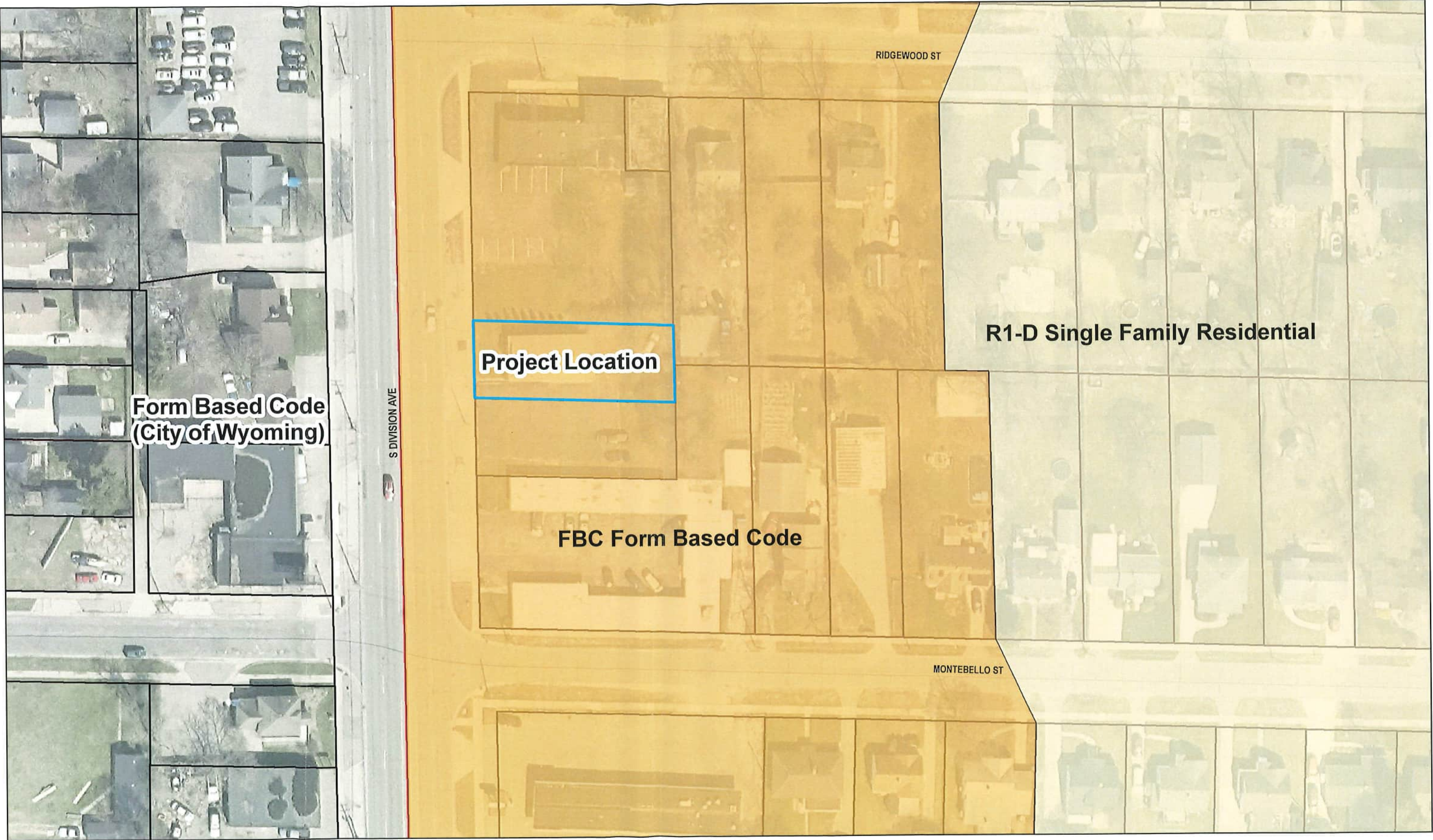


**Exhibit 6: November 2022 Google Street View Image**



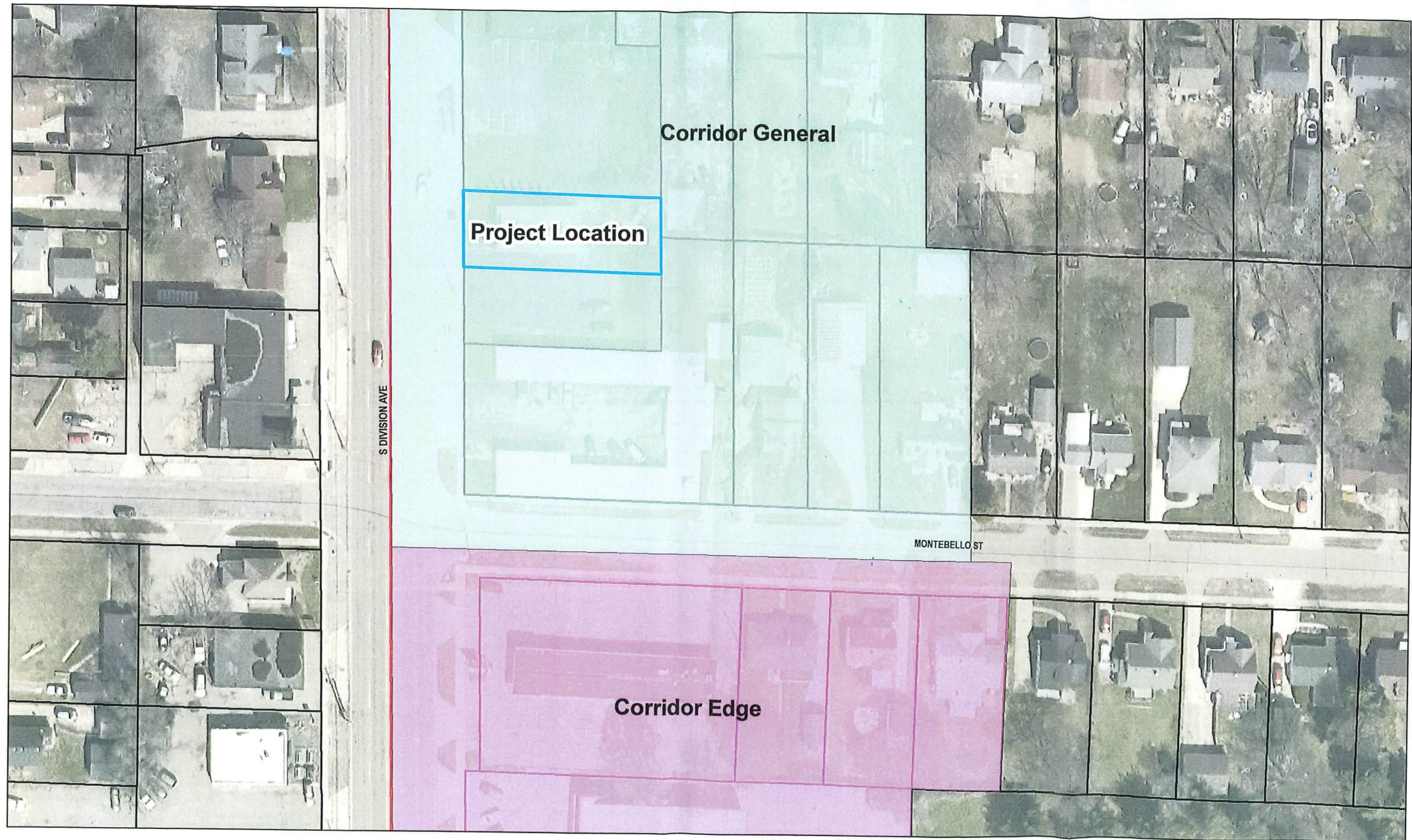


Current Zoning





## Current Context Areas







# KENTWOOD POLICE DEPARTMENT

4742 WALMA AVE SE | KENTWOOD, MICHIGAN | 49512

## MEMORANDUM

TO: Mayor Kepley and City Commission  
FROM: Chief Bryan Litwin  
Cori Derengowski, Buyer  
DATE: February 18, 2025  
SUBJECT: Purchase of New Drones for Police Department

**ACTION REQUESTED:** It is requested that the City Commission approve the purchase of one DJI Matrice 30T drone and two DJI Avata 2 tactical drones from Advexture in the amount of \$15,650, and for the Mayor to expand the current contract with Motorola for software in the annual amount of \$3,588, for a total not-to-exceed project purchase of \$20,200, including a 5% contingency, to cover auxiliary equipment and mobile services, with funds from the FY25 Police Equipment Fund.

**BACKGROUND:** The Kentwood Police Department (KPD) launched a drone program in 2024, starting with one DJI Matrice 30T. Since the program became operational in April of 2024, the drone has been deployed 79 times and has received an additional 24 requests for deployment. Currently, KPD has 10 FAA-licensed drone pilots.

The addition of a Matrice 30T drone would provide KPD with another large drone for use at a second incident scene when the first drone is already deployed. This new drone would help maintain visual oversight during situations where the first drone needs to have its battery replaced. Additionally, it would serve as a backup in case the primary drone required repairs.

The Avata 2 drones are compact tactical drones that can be flown inside of a building or structure. These drones enable officers to clear a building without physically entering dangerous situations, thereby avoiding putting themselves in harm's way. They also allow for inspections of hard-to-reach areas, such as confined spaces. Moreover, these drones can be utilized to assess buildings during hazardous situations, such as hazmat incidents.

The Advexture purchase will be made by piggybacking the Sourcewell National Cooperative Contract and FirstNet for mobile devices and service will be made by piggybacking First Responders State of Michigan MiDeal contract, which complies with the City purchasing policy. The Motorola request will expand the current drone software contract authorized by the City Commission on September 19, 2023. Funds have been budgeted for the launch of this program (see Budget Table). Annual software maintenance and mobile services are to be budgeted appropriately.

If you have any questions, please call Police Chief Litwin at (616) 656-6504.

Thank you for your consideration of this request.

### **Budget Table**

FY25 Budget	\$35,000
This Request	<u>20,200</u>
Remaining	\$14,800



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## MEMORANDUM

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**TO:** Mayor Kepley and City Commissioners

**FROM:** Susan Arnold, Project Manager  
Val Romeo, Parks & Recreation Director  
Carla Kane, Purchasing Agent

**SUBJECT:** Community Center Authorization to Award Bid Package No.2 Subcontracts and Amend Contract with Construction Manager at Risk (CMAR)

**DATE:** February 18, 2025

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**ACTION REQUESTED:** To authorize Triangle Associates, Inc. (Triangle) to issue subcontracts for all construction categories identified in the Community Center Bid Package No.2 totaling \$16,201,581 and for the Mayor to amend the contract with Triangle to \$26,888,759 to reflect Guaranteed Maximum Price (GMP) for construction using the Parks and Recreation Capital Fund whose revenue is coming from the Parks and Recreation Millage, Property and Building Fund, Special Assessment Revolving Fund, bond proceeds, and private donations.

**BACKGROUND:** Triangle, the City's CMAR, competitively bid the second of two comprehensive bid packages for the construction of the Community Center. There were concerns about the low bidders in several work categories, as it was unclear whether they had included the full scope of work or had missed certain elements. City staff and the Architect joined Triangle for post-bid interviews, which were conducted to ensure the bid submittals were complete in scope. Triangle recommended awarding the contracts to the lowest qualified bidders.

The Bid Package No.2 work categories affecting the community room patio and front porch patio included pricing for these alternates. These patios were removed during the design development phase to reduce overall project costs. However, since the total construction cost came in under budget, they were added back into the project. The total additional cost for the patio construction, including work categories from Bid Package No.1 is \$272,007.

<b><u>Project Budget Information</u></b>	
Previously Approved	\$ 8,502,653
This Request	20,125,536
Future Requests	<u>2,228,800</u>
Total Project Cost	\$30,856,989

Upon Commission approval and on behalf of the City, Triangle will issue subcontracts to the recommended qualified bidders in all work categories identified in Bid Package No.2.



An agreement amendment between the City and Triangle is required to reflect the GMP, guaranteeing that the total construction cost will not exceed \$26,888,759. Triangle assumes the risk of cost overruns beyond this agreed maximum price, unless changes are made to the project scope.

In addition to the subcontracts, the GMP includes the cost for preconstruction services, construction management, general conditions, payment and performance bonds, overhead and profit, insurance, construction, and construction contingency.

**Guaranteed Maximum Price -  
Construction**

Previously Approved	\$ 6,763,223
This Request	<u>20,125,536</u>
Total and GMP	\$26,888,759

A tariff contingency of \$750,000 was also included in this GMP. Recent tariffs imposed by the government could impact the cost of imported materials. Proactively incorporating this into the budget mitigates financial uncertainty and manages the risk for overrun. This request includes an addition of \$2,632,490 for construction services not already approved in Bid Package No.1.

If you have any questions, please contact Susan Arnold (554-0743) or Val Romeo (656-5275).

Thank you for your consideration.

<b>Bid Package No. 2</b>		
<b>Work Category</b>	<b>Recommended Subcontractor</b>	<b>Total Bid</b>
Concrete - Patios	Choice Concrete	\$74,420
Earthwork and Site - Patios	Rowland Excavating	\$28,996
Steel	Van Dellen Steel	\$3,975,000
Flooring	Ritsema Associates, Inc. - GR	\$598,565
Fire Suppression	Brigade Fire Protection	\$272,606
Carpentry and General Trades	Triangle Constructors	\$1,330,650
Wood Athletic Flooring	Kuhn Specialty Flooring	\$407,700
Plumbing and Mechanical	Advantage Mechanical - Refrigeration	\$3,231,000
Membrane Roofing	Superior Services	\$695,342
Painting	Eckhoff & Devries Painting	\$168,405
Electrical	Feyen Zylstra, LLC	\$1,950,105
Glass and Glazing	Vos Glass	\$1,306,000
Athletic and Gym Equipment	Bareman & Associates	\$290,647
Paving	Lite Load Service LLC	\$213,465
Drywall and Interiors	Ritsema Associates, Inc. - GR	\$1,115,000
Elevator	Otis Elevator Company	\$130,000
Landscape	Harder and Warner	413,680
	Total Cost	\$16,201,581



# MEMORANDUM

**TO:** Mayor and City Commissioners  
**FROM:** James Kirkwood, PE – Director of Engineering  
Keyla Garcia – Finance Director  
**DATE:** February 18, 2025  
**TOPIC:** Contract with MDOT for 52<sup>nd</sup> Street from Division to Eastern and Breezefield to Broadmoor

**ACTION REQUESTED:** That the City Commission pass the attached resolution approving a contract between the City of Kentwood and the Michigan Department of Transportation (MDOT) for the reconstruction of 52<sup>nd</sup> Street from Division Avenue to Eastern Avenue and from Breezefield Drive to Broadmoor Avenue. Kentwood's share of the construction is estimated at **\$985,000**, which includes a 10% contingency on the *Estimated Total Cost of \$2.76 million* and will be paid from the FY25 and FY26 Major Street Fund (Act 51) budget.

**BACKGROUND:** These stretches of 52<sup>nd</sup> Street were rated both 3s and 4s on a scale of 10 in 2023, making them some of the lowest-rated major streets in Kentwood. The project will be bid and construction will occur this summer. It has been programmed for \$2.051 million in federal funds through the Grand Valley Metro Council. The project consists of roto-milling out the existing asphalt and repaving with new asphalt. The estimated cost for the project is \$2.76 million overall, including a 10% contingency.

MDOT has committed \$2,051,257 in Federal Surface Transportation Program Urban (STP-Urban) funding. The contract amounts listed below were prepared based on estimated costs. The City will be responsible for costs that exceed the estimates, plus all design and construction engineering fees (already approved by the Commission). Bids for the project will be received by MDOT on Friday, March 7.

<u>Funding</u>	<u>Total Cost</u>	<u>Estimated</u>	
		<u>Federal Share</u>	<u>Kentwood Share</u>
STP-Urban	\$2,760,100	\$2,051,257	<b>\$708,843</b>

Please contact Jim Kirkwood at 554-0739, [kirkwoodj@kentwood.us](mailto:kirkwoodj@kentwood.us), or Brad Boomstra at 554-0740, [boomstrab@kentwood.us](mailto:boomstrab@kentwood.us) if you have any questions or concerns. Thank you for your consideration of this request.

**CITY OF KENTWOOD  
RESOLUTION NO. – 25**

A RESOLUTION TO APPROVE A CONTRACT BETWEEN THE CITY OF KENTWOOD AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) PERTAINING TO RECONSTRUCTION WORK IN 52<sup>nd</sup> STREET FROM DIVISION AVENUE TO EASTERN AVENUE

Minutes of a regular meeting of the City Commission of the City of Kentwood, Kent County, Michigan, held in the Kentwood City Commission Chambers, 4900 Breton Avenue, S.E., in said City, on February 18, 2025, at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

WHEREAS, a contract is proposed between the City of Kentwood and the Michigan Department of Transportation pertaining to reconstruction work along 52<sup>nd</sup> Street between Division Avenue and Eastern Avenue and between Breezefield Drive to Broodmoor Avenue; including:

**PART A — JOB #215835CON — FEDERAL PARTICIPATION**

Hot mix asphalt cold milling and resurfacing along Kellogg Woods Drive from Division Avenue northeasterly to 52nd Street and along 52nd Street from Kellogg Woods Drive to Eastern Avenue, including concrete curb and gutter, sidewalk, curb ramps, wireless vehicle sensor nodes, permanent signing, and pavement markings; and all together with necessary related work.

**PART B — JOB #215836CON — FEDERAL PARTICIPATION**

Hot mix asphalt cold milling and resurfacing along 52nd Street from East Paris Avenue to Broadmoor Avenue (M-37), including concrete curb and gutter, sidewalk, curb ramps, and permanent pavement markings; and all together with necessary related work.

**PART C – JOB #215836CON – NO FEDERAL PARTICIPATION**

Transportation of cold millings along the limits as described in PART B; and all together with necessary related work.

**PART D – JOB #215847CON – FEDERAL PARTICIPATION**

Hot mix asphalt cold milling and resurfacing along 52nd Street from Breezefield Drive to East Paris Avenue; including aggregate base, concrete curb and gutter, sidewalk, curb ramps, and permanent pavement markings; and all together with necessary related work.

AND WHEREAS, the City Commission is advised that said contract is approved as to form and content by the Director of Engineering and that it is a standard MDOT contract,

NOW, THEREFORE, BE IT RESOLVED THAT, the Contract No. 25-5053, Control Section STU 41000; Job Nos. 215835CON, 215836CON, and 215847CON submitted to the City of Kentwood by the Michigan Department of Transportation, be and the same is hereby approved.

BE IT FURTHER RESOLVED THAT, the Mayor and the City Clerk are hereby authorized to execute said contract for and on behalf of the City.

YEAS: Commissioners

NAYS:

ABSENT:

RESOLUTION DECLARED \_\_\_\_\_.

Dan Kasunic  
Kentwood City Clerk

### **CERTIFICATION**

I, Dan Kasunic, the Clerk of the City of Kentwood hereby attest that the foregoing is a true and accurate copy of an ordinance adopted by the City Commission of the City of Kentwood at a regularly scheduled meeting held on February 18, 2025, which meeting was held in accordance with state law.

Dan Kasunic  
Kentwood City Clerk

STP

	DA
Control Section	STU 41000
Job Number	215835CON; 215836CON; 215847CON
Project	25A0289; 25A0290; 25A0291
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5053

### PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF KENTWOOD, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Kentwood, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 29, 2025, attached hereto and made a part hereof:

#### PART A – JOB #215835CON – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing along Kellogg Woods Drive from Division Avenue northeasterly to 52<sup>nd</sup> Street and along 52<sup>nd</sup> Street from Kellogg Woods Drive to Eastern Avenue, including concrete curb and gutter, sidewalk, curb ramps, wireless vehicle sensor nodes, permanent signing and pavement markings; and all together with necessary related work.

#### PART B – JOB #215836CON – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing along 52<sup>nd</sup> Street from East Paris Avenue to Broadmoor Avenue (M-37), including concrete curb and gutter, sidewalk, curb ramps and permanent pavement markings; and all together with necessary related work.

#### PART C – JOB #215836CON – NO FEDERAL PARTICIPATION

Transportation of cold millings along the limits as described in PART B; and all together with necessary related work.

#### PART D – JOB #215847CON – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing along 52<sup>nd</sup> Street from Breezefield Drive to East Paris Avenue; including aggregate base, concrete curb and gutter, sidewalk, curb ramps and permanent pavement markings; and all together with necessary related work.

09/06/90 STPLS.FOR 1/29/25

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

#### SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

09/06/90 STPLS.FOR 1/29/25

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$770,000 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

Federal Surface Transportation Funds shall be applied to the eligible items of the PART B portion of the PROJECT COST up to the lesser of: (1) \$902,517 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART B portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART B portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

09/06/90 STPLS.FOR 1/29/25

### PART C

The PART C portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

### PART D

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$433,208 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies

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that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF KENTWOOD

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

By \_\_\_\_\_  
*for* Department Director MDOT

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



January 29, 2025

EXHIBIT I

CONTROL SECTION	STU 41000
JOB NUMBER	215835CON; 215836CON; 215847CON
PROJECT	25A0289; 25A0290; 25A0291

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>	<u>PART D</u>	<u>TOTAL</u>
Estimated Cost	\$874,200	\$1,244,100	\$ 12,000	\$629,800	\$2,760,100

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$874,200	\$1,244,100	\$ 12,000	\$629,800	\$2,760,100
Less Federal Funds*	<u>\$715,532</u>	<u>\$ 902,517</u>	<u>\$ 0</u>	<u>\$433,208</u>	<u>\$2,051,257</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$158,668	\$ 341,583	\$ 12,000	\$196,592	\$ 708,843

\*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

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DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

## PART II

### STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
  - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.



## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

### SECTION III

#### ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package  
The Data Collection Form  
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
Accounting Service Center  
Hannah Building  
608 Allegan Street  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.



4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

### MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).
- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

## APPENDIX A

### PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

## APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011



## **APPENDIX C**

### **TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES**

#### **Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**CITY COMMISSION  
CITY OF KENTWOOD  
KENT COUNTY, MICHIGAN**

At a regular meeting of the City Commission for the City of Kentwood held at City Hall on \_\_\_\_\_, 2025, and beginning at \_\_\_\_ p.m., this Resolution was offered for adoption by Commissioner \_\_\_\_\_ and was seconded by Commissioner \_\_\_\_\_:

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

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR PAYMENT IN LIEU OF TAXES BETWEEN THE CITY AND GENESIS EAST REDEVELOPMENT LIMITED DIVIDEND HOUSING ASSOCIATION, LLC.**

**WHEREAS,**

- A. It is a proper public purpose for the City to support housing for its residents and to encourage the development and rehabilitation of certain housing by permitting a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act, PA 346 of 1966 (MCL 125.1401 *et. seq.*), as amended (the “Act”).
- B. Section 15a(1)(a) of the Act provides that certain housing projects financed with federally aided or Michigan State Housing Development Authority (“MSHDA”) aided mortgages, advances, or grants may qualify for an exemption from *ad valorem* property taxes imposed by the State of Michigan or any political subdivision, public body, or taxing district in which the project is located.
- C. Chapter 58, Article 2 of the City of Kentwood Code of Ordinances (“Code”) provides that all projects and applicants that have met the requirements of the Act are eligible to receive the tax exemption provided for under the Act.
- D. Chapter 58, Article 2 of the Code vests approval authority for tax exemptions under the Act in the City Commission.
- E. Genesis East Redevelopment Limited Dividend Housing Association, LLC (the “Applicant”) has requested that property and existing apartment complex located in the City of Kentwood, Kent County, Michigan, known as Genesis East Apartments and located at 4366 Walnut Hills Dr. SE, Kentwood, MI 49512 (collectively the “Development”) be granted an exemption from *ad valorem*

property taxes pursuant to Section 15a(1)(a) of the Act and Chapter 58, Article 2 of the Code.

- F. The Development is currently not subject to *ad valorem* property taxes under Michigan law pursuant to Resolution No. 63-98 adopted by the City of Kentwood City Commission on July 7, 1998 (amended by Resolution No. 114-99) (the “Existing PILOT”). The Existing PILOT will expire no later than July 2048.

**NOW, THEREFORE, IT IS RESOLVED THAT:**

1. In accordance with the terms of this Resolution and on behalf of the City, the Mayor and the City Clerk are authorized to execute the payment in lieu of taxes agreement between the City and the Applicant attached as Exhibit A of this Resolution (the “Agreement”) thereby revoking the Existing PILOT and exempting the Development from *ad valorem* property taxes as stated in the Agreement.
2. The Mayor may approve minor amendments to the Agreement; however, such amendments may not change the amount of the service charge, the duration of the exemption term, or reduce the amount of the Agreement Escrow (defined in the Agreement). Any amendment must be signed by both the Mayor and the City Clerk.
3. The approval granted under this Resolution and the exemption granted under the Agreement are contingent upon the Applicant and Development qualifying and continuing to qualify for the tax exemption provided under Section 15a(1)(a) of the Act.
4. The Agreement and any amendments shall not be deemed executed by the City unless signed by both the Mayor and the City Clerk.
5. The Mayor is authorized to take all actions necessary to effectuate the Agreement once entered into.
6. All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflicts, repealed.
7. This Resolution shall take effect immediately.

The vote regarding this Resolution was as follows:

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

\_\_\_\_\_  
Dan Kasunic, City Clerk

I, Dan Kasunic, the City Clerk for the City of Kentwood, hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the City Commission of the City of Kentwood at a regular meeting held on \_\_\_\_\_, 2025

\_\_\_\_\_  
Dan Kasunic, City Clerk

## **Exhibit A**

### The Agreement

## PAYMENT IN LIEU OF TAXES AGREEMENT

This Payment in Lieu of Taxes Agreement (“**Agreement**”) is entered into by and between Genesis East Redevelopment Limited Dividend Housing Association, LLC, a Michigan limited liability company, whose address is 2110 Leonard NE, Grand Rapids 49505 (the “**Applicant**”) and the City of Kentwood, Michigan, a Michigan municipal corporation, whose address is 4900 Breton Ave SE, Kentwood, Michigan (the “**City**”).

### RECITALS

- A. It is a proper public purpose for the City to support housing for its low income, elderly, and disabled residents and to encourage the development and rehabilitation of such housing by permitting a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act, PA 346 of 1966 (MCL 125.1401 *et. seq.*), as amended (the “**Act**”).
  - i. The vision of the City is to be a diverse Michigan community where people can find opportunity, safety, health, and happiness.
  - ii. The City seeks to meet the diverse housing needs of the community to improve lives, build strong neighborhoods, and sustain the economic vitality of the community.
- B. The Applicant is a limited liability company organized exclusively to provide housing facilities for persons of low and moderate-income, or for persons whose income does not exceed limits established in the Act, and to develop social, recreational, commercial, and communal facilities as may be necessary to serve and improve a residential area in which Michigan State Housing Development Authority (“**MSHDA**”) aided or federally-aided housing is located or is planned to be located, thereby enhancing the viability of such housing.

- C. The real property which is the subject of this Agreement is the property and existing apartment complex located in the City of Kentwood, Kent County, Michigan, known as Genesis East Apartments and located at 4366 Walnut Hills Dr. SE, Kentwood, MI 49512 and further described in Exhibit A (collectively the **“Development”**).
- D. The Development is currently not subject to *ad valorem* property taxes under Michigan law pursuant to Resolution No. 63-98 adopted by the City of Kentwood City Commission on July 7, 1998 (amended by Resolution No. 114-99) (the **“Existing PILOT”**). The Existing PILOT will expire no later than July 2048.
- E. Applicant affirms that but for the Existing PILOT and the exemption granted in this Agreement, the Development is not otherwise exempt from *ad valorem* property taxes.
- F. It is the intention of the parties that the exemption from *ad valorem* property taxes contemplated by this Agreement will replace the Existing PILOT as of the PILOT Effective Date.
- G. Chapter 58, Article 2 of the City Code (the **“Code”**) provides that all “Projects and Applicants that have met all the requirements of the Act and this Article are eligible to receive the tax exemption provided for under section 15a(1) of the Act.”
- H. Financing for the Development will come from a MSHDA TEAM first mortgage, assumed MSHDA HOME loan, assumed MSHDA Mortgage Resource Fund Mortgage, Low Income Housing Tax Credit, and deferred developer fees.
- I. The Applicant affirms that as of the PILOT Effective Date it and the Development will meet the requirements of both the Act and the Code and will be eligible to receive the tax exemption provided for under Section 15a(1)(a) of the Act and Chapter 58 Article 2 of the Code.
- J. Terms not defined herein will first be defined as per the Code, the Act, and then per MSHDA, in that order.

#### **AGREEMENT**

Now, therefore, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

#### **I. Service Charge and Term**

- 1. The parties affirm and acknowledge the accuracy of the recitals set forth above and incorporate the provisions of the same herein as if fully restated.

2. This Agreement is deemed to have been adopted and entered into by the parties following approval by the City Commission and the signature of the Mayor, City Clerk, and Applicant's representative below (the "**Agreement Effective Date**").
3. The Applicant will cause the City to be provided with a Notification to Local Assessor of Exemption from MSDHA evidencing the Development's eligibility for the exemption provided for under Section 15a(1)(a) of the Act. The "**PILOT Effective Date**" is the initial December 31<sup>st</sup> following the date on which the City received the Notification to Local Assessor of Exemption from MSHDA.
4. The Existing PILOT is revoked as of the PILOT Effective Date. The Applicant, on behalf of itself and its successors, and assigns, consents to the revocation of the Existing Pilot as of the PILOT Effective Date.
5. Consistent with Section 15a(1)(a) of the Act, in lieu of *ad valorem* property taxes on the Development, the Applicant will pay a service charge. Except as provided for in paragraph I(6), the service charge in lieu of taxes will be an amount equal to the Development's annual shelter rents for the prior calendar year times six percent (6%). For purposes of this formula, the term "**annual shelter rents**" means the total collections during the relevant annual period from all occupants of the Development representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupant.
  - a. The benefits of any exemption granted by this Agreement and the Act will be allocated by the Applicant exclusively to low-income individuals or families, in the form of reduced rents or to the maintenance and preservation of the Development as a safe, decent, and sanitary affordable housing.
  - b. The service charge in lieu of taxes will be payable in the same manner as general property taxes are payable to the City, except that the service charge in lieu of taxes payment must be paid on or before May 1st of each year.
6. The service charge to be paid each year in lieu of taxes for any part of the Development which on December 31<sup>st</sup> of the prior calendar year was not occupied by low-income persons and families (as defined by the Act), will be equal to the total amount of the *ad valorem* property taxes which would otherwise have been due for that part of the Development absent this Agreement. Such amount will be payable in the same manner as general property taxes are payable to the City, except that the service charge in lieu of taxes must be paid on or before May 1st of each year.
7. The exemption granted under paragraphs I(5) and (6) will, subject to the Applicant's compliance with the terms of this Agreement, commence on the PILOT Effective Date and continue for so long as the Development and the Applicant remain eligible, but



will, notwithstanding the foregoing, terminate no later than fifty (50) years from the PILOT Effective Date (the “**Exemption Term**”).

8. The service charge paid in accordance with subsections I(5) and (6) may not exceed the amount of *ad valorem* property taxes for the Development that the Applicant would pay if the Development were not exempt under this Agreement.
9. This Agreement is co-terminus with the exemption approved pursuant to Resolution No. \_\_\_\_\_ and described therein.
10. The exemption granted under this Agreement is contingent on the Applicant and Development qualifying and continuing to qualify for the tax exemption provided under Section 15a(1)(a) of the Act and all relevant parts of the Code.

## **II. Fees and Penalty Charges**

1. In addition to the payment of the service fee under subsections I(5) and (6), during the Exemption Term the Applicant will be responsible for paying an annual inspection fee of \$1,000 and an annual administrative fee equal to one percent (1%) of the total payment made under subsections I(5) and (6). The annual inspection fee and administrative fee must be paid in full on or before May 1<sup>st</sup> of each year.
2. Regardless of Notice, failure to timely pay the service fee under subsections I(5) and (6), the annual inspection fee under subsection II(1), or the annual administrative fee under subsection II(1) will result in a three percent (3%) monthly late fee on the total amount owed.
3. Following the accrual of any late fees under subsection II(2), the City will provide Notice to the Applicant of the outstanding amount owed including the service charge, annual administrative fee, annual inspection fee, and late fees. If the outstanding amount owed is not paid in full within fifteen (15) calendar days of such Notice, the City may immediately draw upon the Agreement Escrow (defined below) to satisfy any outstanding amount owed (inclusive of any previous late fees).
4. The City may record a lien against the Development for any outstanding amounts owed by the Applicant to the City under this Agreement. Such lien will be subordinate to any first mortgage lien that is financing the Development.

## **III. Reporting and Inspection Requirements**

1. The Applicant will provide the City with a copy of the executed MSHDA loan agreement and any other documents evidencing that the Development is financed with a qualifying federally-aided or authority-aided mortgage or advance or grant under the Act within ten (10) business days of receipt by the Applicant.

2. Applicant will provide the City such information as the City deems reasonably necessary to verify the amount of the service charge for each year and the Development's compliance with the terms of this Agreement, the Act, and the Code. At a minimum, the Applicant will annually provide a report to the City including a schedule of shelter rents charged by unit type for the Development for the prior calendar year; a list by unit type showing which units were used or occupied on December 31<sup>st</sup> of the prior calendar year by persons or families who are income eligible; a list by unit type showing which units were used or occupied on December 31<sup>st</sup> by individuals who have a disability; any physical inspection reports or similar reports issued by MSHDA or any other state or federal agency for the prior calendar year; any exigent health and safety notices or similar notices issued by MSDHA or any other state or federal agency for the prior calendar year; any owners physical inspection response or similar response submitted to MSDHA or any other state or federal agency concerning the property for the prior calendar year; any notices of noncompliance and building dispositions or similar notices issued by MSHDA or any other state or federal agency in the prior calendar year; a schedule of completed capital improvements for the prior calendar year; and a balance sheet for the prior calendar year . All reports and documentation will be sent to the following address annually no later than April 1<sup>st</sup>:

City of Kentwood

Attn: City Assessor & City Treasurer

4900 Breton Ave. SE

Kentwood, MI 49508

3. Following 10 days' Notice to the applicant, the City will be permitted to conduct compliance inspections no more than once every three months during the Exemption Term. During the compliance inspection, the City may inspect the Development for compliance with the maintenance, security, and code compliance-related terms of this Agreement. However, this subsection does not authorize the City to inspect occupied units without the permission of the unit's occupant or the occupant's designee. This subsection grants additional inspection authority to the City and it does not restrict, limit, or otherwise impede the ability of the City to inspect the Development as part of code enforcement or other governmental activities.

#### **IV. Operating Requirements**

1. During the Exemption Term, the Applicant will keep the Development in compliance with all applicable State laws, City codes, and City ordinances. If the City issues a notice of violation for violation of City codes or City ordinances, the Applicant must correct the deficiency(s) noted in the notice of violation within the timeframe(s) reasonably specified by the City including any extensions granted by the City.

2. During the Exemption term, the Applicant will keep the Development in compliance with all applicable MSHDA requirements. If MSHDA issues the Applicant a corrective action plan, the Applicant must correct the undisputed deficiency(s) noted on the MSHDA notice within the timeframe(s) specified by MSHDA including any extensions granted by MSHDA.
3. During the Exemption Term, one hundred percent of the Development's occupied units must be occupied by individuals or families with an annual income at or below 60% (inclusive) of the Area Median Income for Kent County, Michigan.
4. During the Exemption Term, one hundred percent of the Development's occupied units must be occupied by individuals who have a Disability. **Disability** means: (1) A condition that: (i) is expected to be long-continuing or of indefinite duration, (ii) substantially impedes the individual's ability to live independently, (iii) could be improved by the provision of more suitable housing conditions; and (iv) is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, posttraumatic stress disorder, or brain injury; or (2) A developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002).
5. The Development must comply with the affordability requirements imposed by the MSHDA for the entire Exemption Term.

## **V. Remedies**

1. No later than 60 calendar days after the Agreement Effective Date, the Applicant will deposit with the City and the City will establish an escrow account in an amount not less than \$27,000 (the "**Agreement Escrow**"). The Agreement Escrow will be maintained by the City consistent with the applicable Government Accounting Standard Board requirements.
  - a. The amount of the Agreement Escrow will increase by 2% compounded annually every December 31<sup>st</sup> following the PILOT Effective Date for the duration of the Exemption Term.
  - b. In no case will the Agreement Escrow amount be less than \$27,000. Upon thirty (30) days advance written Notice by the City, Applicant will make any deposit into the Agreement Escrow necessary to restore the balance to \$27,000.
  - c. The City will record the Agreement Escrow in a separate general ledger. The City may deposit Agreement Escrow funds into any account with an Authorized Depository financial institution in accordance with the City's Investment Policy. The City need not segregate the Agreement Escrow funds or deposit the Agreement Escrow funds into an interest-bearing account. The Applicant will not be entitled to any interest on the Agreement Escrow funds.

- d. The Applicant will be entitled to the return of all unused funds of the Agreement Escrow at the conclusion of the term of this Agreement.
  - e. Should the Applicant fail to establish and maintain the Agreement Escrow as required by this subsection V(1), the City may seek a court order compelling the Applicant to do so. Should the City obtain such an order, the Applicant will pay all of the City's costs related to such enforcement action, including but not limited to reasonable legal fees and other court costs as determined by the court.
- 2. In the event the Applicant violates any term of this Agreement and fails to fully cure such violation within the time frame specified by the City after Notice then the City may assess a penalty fee, and the Applicant will pay any assessed penalty fee. For the purposes of this subsection, the time frame specified by the City in which the Applicant must fully cure a violation before the City may assess a penalty fee must not be less than 30 calendar days.
  - a. The penalty fee will not exceed the difference (pro-rated on a daily basis) between the service charge under subsections I(2) and (3) and the *ad valorem* property taxes for the Development as they would be assessed without this Agreement during the period of noncompliance.
  - b. The period of noncompliance commences at the end of the timeframe during which the Applicant must fully cure a violation as specified in the Notice by the City, and any subsequent extensions granted by the City, and terminates when the violation has been cured and the Applicant provides Notice to the City that the violation has been fully cured.
  - c. The City may immediately draw upon the Agreement Escrow for any unpaid penalty fees assessed under subsection V(2).
- 3. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy. Each and every remedy is cumulative and is in addition to every other remedy in this Agreement or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies does not constitute a waiver of the right to pursue other remedies.

## **VI. Miscellaneous**

- 1. For the purpose of this Agreement, “**Notice**” must be in writing and will be deemed to have been duly given upon 1) receipt in the event of personal service by actual delivery, 2) on the business day following the placement of Notice with a nationally recognized courier for overnight delivery, or 3) on the second business day after posting if deposited in the United States Mail with proper postage and addressed, as described below, to the relevant party.

If to Applicant:  
Genesis East Redevelopment Limited Dividend Housing Association, LLC  
2110 Leonard NE  
Grand Rapids, MI 49505

If to City:  
City of Kentwood  
Attn: City Assessor & City Treasurer  
4900 Breton Ave. SE  
Kentwood, MI 49508

With a copy to:  
Bloom Sluggett, PC  
c/o President  
161 Ottawa Ave NW, Suite 400  
Grand Rapids, MI 49503

2. Notwithstanding the provisions of Section 15a(7) of the Act, this Agreement constitutes a contract to provide a tax exemption and accept payments in lieu as set forth herein with MSHDA as a designated third-party beneficiary.
3. This Agreement may be amended, altered, or modified only in writing signed by both parties.
4. The Applicant will, at its sole cost, record a copy of this Agreement with the Kent County Register of Deeds. The Applicant will, at its sole cost, provide the City a copy of the recorded Agreement.
5. The parties will take all actions reasonably necessary to effectuate this Agreement.
6. Nothing in this Agreement will be interpreted to limit or otherwise prevent the City from enforcing its ordinances.
7. This Agreement and its terms and conditions are equitable servitudes running with the land which will burden the Development according to its terms, and be binding upon all assignees, transferees, successors, tenants, and other parties claiming any right in the Development through the Applicant after the Agreement Effective Date to the extent consistent with the terms of the Act and Code. This Agreement is unique to the City and the Applicant, and it may be terminated by the City if the Applicant assigns any of its rights, title, or interest in the Development or this Agreement to any third party without the express written approval of the Kentwood City Commission evidenced by a formal resolution.

8. This Agreement is to be governed by, and construed in accordance with, the law of the State of Michigan. Venue is in Kent County, Michigan.
9. The headings in this Agreement are for convenience or reference only and do not limit or otherwise affect the meaning of the terms of this Agreement.
10. All exhibits attached to this Agreement are incorporated by reference.
11. This Agreement was made and entered into in consideration of less than \$100.00 and is exempt from state and county transfer tax pursuant to MCL 207.526(a) and 207.505(a). Any payments referred to herein are not payments made in consideration of this Agreement but instead, document the outstanding and legal obligations of the parties.
12. Each party has actively participated in the negotiation and drafting of this Agreement, and no inference in interpreting this Agreement will be made in favor of one or the other party regardless of which party may be shown as the drafting party.
13. The signatories to this Agreement affirm that they are authorized to bind their respective parties.
14. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which together constitute but one document.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year first above written.

**CITY OF KENTWOOD A MICHIGAN  
MUNICIPAL CORPORATION**

\_\_\_\_\_  
By: Stephen Kepley  
Its: Mayor

\_\_\_\_\_  
By: Dan Kasunic  
Its: Clerk

STATE OF MICHIGAN   )  
                                  ) ss.  
COUNTY OF KENT       )

Acknowledged before me in Ottawa County, Michigan, on \_\_\_\_\_, 2024, by Stephen Kepley, the Mayor, and Dan Kasunic, Clerk, of the City of Kentwood, a Michigan municipal corporation, on behalf of the City, who are personally known to me or who produced their driver's licenses as identification.

\_\_\_\_\_  
\*

Notary Public, Ottawa County, Michigan  
Acting in Kent County  
My commission expires:\_\_\_\_\_

**APPLICANT:**

**GENESIS EAST REDEVELOPMENT LIMITED  
DIVIDEND HOUSING ASSOCIATION, LLC**

By: Genesis East MM LLC  
Its: Manager

By: \_\_\_\_\_  
John Wynbeek  
Its: Authorized Signer

STATE OF Michigan )  
                                  ) ss.  
COUNTY OF Kent     )

Acknowledged before me in Kent County, Michigan on \_\_\_\_\_, 2025, by John Wynbeek, the Authorized Signer of Genesis East MM LLC, the Manager, of Genesis East Redevelopment Limited Dividend Housing Association, LLC, on behalf of Genesis East Redevelopment Limited Dividend Housing Association, LLC, who is personally known to me or who produced his or her driver's licenses as identification.

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\_\_\_\_\_  
\*

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
Acting in \_\_\_\_\_ County  
My commission expires: \_\_\_\_\_



## CONSENT OF EXISTING PILOT RECIPIENT

Genesis Limited Dividend Housing Association Limited Partnership I, a Michigan limited partnership, whose address is 851 Leonard NW, Grand Rapids, MI 49504 (dba Genesis East Apartments) on behalf of itself and its successors and assigns and in consideration of the exemption granted under this agreement agrees and consent to the revocation of the existing exemption from real property taxes provided to pursuant to Resolution No. 63-98 adopted by the City of Kentwood City Commission on July 7, 1998 (amended by Resolution No. 114-99).

# Genesis Limited Dividend Housing Association Limited Partnership I

By: Genesis Nonprofit Housing  
Corporation I  
Its: General Partner

By: \_\_\_\_\_  
John Wynbeek  
Its: Executive Director

STATE OF Michigan )  
 ) ss.  
COUNTY OF Kent )

Acknowledged before me in Kent County, Michigan on \_\_\_\_\_, 2025, by John Wynbeek, Executive Director of Genesis Nonprofit Housing Corporation I the General Partner of Genesis Limited Dividend Housing Association Limited Partnership I, on behalf of Genesis Limited Dividend Housing Association Limited Partnership I.

\*

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
Acting in \_\_\_\_\_ County  
My commission expires: \_\_\_\_\_

THIS INSTRUMENT IS EXEMPT FROM REAL ESTATE TRANSFER TAX AS NO INTEREST IN REAL ESTATE IS BEING CONVEYED.

DRAFTED BY AND WHEN RECORDED RETURN TO:

Dave Eberle  
Bloom Sluggett, PC  
161 Ottawa Ave NW  
Suite 400  
Grand Rapids, Michigan 49503

## EXHIBIT A

(the "Development")

The land situated in the County of Kent, City of Kentwood, State of Michigan, is described as follows:

That part of the Southwest 1/ 4, Section 22, Town 6 North, Range 11 West, City of Kentwood, Kent County, Michigan, described as: Commencing at the Southwest corner of the East 112 of said Southwest 1/ 4; thence North 90° 00' East 553.69 feet along the South line of said Southwest 1/ 4; thence North 00° 00' East 50.00 feet to the Place of Beginning; thence Northerly 138.28 feet along the Easterly line of Walnut Hills Drive, being on a 342.00 foot radius curve to the right, the long chord bearing North 11° 35' East 137.34 feet; thence Northerly 160.00 feet along a 395.00 foot radius curve to the left, the long chord bearing North 11° 34' East 158.91 feet; thence North 80° 00' East 185.00 feet along the Southerly line of Walnut Hills Condominium No. 1; thence South 35° 48' East 126.31 feet; thence South 00° 00' West 220.00 feet; thence South 90° 00' West 315.97 feet along the North line of 44th Street Right-of-Way to the Point of Beginning.



\* Graphic is for informational purposes only. The above legal description controls.