

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, AUGUST 19, 2013, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation**  
Pastor Dennis Gilbert, Church of the Open Door
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the regular meeting of August 5, 2013
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
    1. Presentation of a donation from the General Motors Foundation to the Greater Wyoming Community Resource Alliance
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
- 14) 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 Council member, that member may request removal from the Consent Agenda.)*

  - a) To Appoint Bruce Robey as a Member of the Election Commission for the City of Wyoming
- 15) Resolutions**
  - b) To Waive Certain Requirements of the Code of the City of Wyoming for St. John Vianney Church Parish Festival
  - c) To Approve Amendment No. 36 in the Articles of Incorporation of Grand Valley Metropolitan Council
  - d) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union
  - e) To Approve a Memorandum of Understanding with the Wyoming Fire Fighters Association
  - f) To Approve a Memorandum of Understanding with the Police Officers Labor Council Wyoming Command Division

**16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**

- g) To Accept a Proposal for the Refurbishment of the Clean Water Plant's Laboratory and HVAC System and to Authorize the Mayor and City Clerk to Execute the Agreement
- h) To Accept a Proposal from Dixon Engineering, Inc. to Provide Construction Oversight Services and to Authorize the Mayor and City Clerk to Execute the Agreement
- i) To Authorize the Mayor and City Clerk to Execute a Lease Agreement Between the City of Wyoming and Verizon Wireless, LLC
- j) To Award a Bid for Grinding and Disposal of Brush 2013-2016
- k) To Award a Bid for Bulk Pick-Up and Disposal of Leaves 2013-2016

**17) Ordinances**

**18) Informational Material**

**19) Acknowledgment of Visitors**

**20) Closed Session (Pending Litigation)**

**21) Adjournment**

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

RESOLUTION TO APPOINT BRUCE ROBEY AS A MEMBER OF THE  
ELECTION COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Bruce Robey has submitted an application requesting appointment to the Election Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2015.
3. City Council wishes to appoint Bruce Robey as a member of the Election Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Bruce Robey as a member of the Election Commission for the term ending June 30, 2015.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 19, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

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

RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF THE CODE OF THE  
CITY OF WYOMING FOR ST. JOHN VIANNEY  
CHURCH PARISH FESTIVAL

WHEREAS:

1. St. John Vianney Church has submitted a request for a Carnival License for the Parish Festival.
2. Section 14-282 of the Code of the City of Wyoming allows the City Council to waive any of the restrictions of "DIVISION 3. CARNIVALS" if the sponsor is a nonprofit, religious, fraternal, school or community organization that has been established in the City for at least five years, and a waiver is deemed to be in the best interest of the City.
3. Section 14-276 of the Code of the City of Wyoming states that the application must be accompanied by payment of all fees and bonds.
4. Section 14-280 of the Code of the City of Wyoming requires outdoor carnivals to be located within areas zoned B-2 or B-3.
5. It has been deemed desirable by the Wyoming City Council to waive the requirements of Section 14-276 and 14-280 stated above.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming does hereby waive the requirements of Section 14-276 and 14-280 of the Code of the City of Wyoming, and allows St. John Vianney Church to have a carnival at their Parish Festival on September 6, 7 and 8, 2013.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes

                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 19, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

License Application

Site Plan

Security Plan



**st. John Vianney**

faith formation

*...to know, love and serve God*

616.532.2397 / 4101 Clyde Park, S.W. / Wyoming, MI 49509

To: Wyoming City Council Members

From: St. John Vianney Community Festival Committee

Date: August 8, 2013

Subject: **Carnival Permit Request**

St. John Vianney Church located at 4101 Clyde Park Avenue SW will be holding its annual Community Festival on September 6, 7, and 8, 2013.

Our operating hours are as follows:

- ❖ Friday, September 6<sup>th</sup> from 6 pm-12 am
- ❖ Saturday, September 7<sup>th</sup> from 12 pm-12 am
- ❖ Sunday, September 8<sup>th</sup> from 11:30 am-5 pm

In compliance with the City Ordinance, the carnival rides will close down at 11 pm. Our Vegas and Refreshment areas will close at 12 am. The rest of the festival (food, games and bingo tents) will close at 10 pm.

At this time, we are requesting a carnival permit from the City Council. In the past years, the Council has approved this request and waived the carnival application and permit fees involved. Our hope is that you will choose to do the same again this year.

Thank you for your consideration of our request.

Sincerely,

A handwritten signature in cursive script that reads "Patty Hudson".

Patty Hudson

Administrative Assistant and Festival Treasurer

phudson@stjohnvianney.net

**Business License Application**

**City of Wyoming**

City Clerk's Office  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509-0905  
616-530-7296 fax 616-530-7200



*Year 2013*

Owner Name: <u>Rev. Michael Alber</u>		DATE BUSINESS OPENED:
<input checked="" type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Owner Mailing Address: <u>4101 Clyde Park SW</u> <u>Wyoming MI 49509</u>	Phone: <u>616 724-3125</u> (not business phone) Fax: <u>616 530 8224</u> Email: <u>frMike@stjohnvianney.net</u>
FEIN:	State Tax ID# <u>38-1550061</u>	State License #
Business Name: <u>St John Vianney</u>		
Business Address: <u>4101 Clyde Park SW</u> <u>Wyoming MI 49509</u>		Business Phone: <u>616 534-5449</u> Business Fax: <u>616 530 8224</u>
Description of Business: <u>Church Community Festival</u>		
Business Classification: <u>711000</u>		From attached list of Business Activity Codes, enter code for activity from which business derives its largest percentage of total receipts.
Additional Owner Info:		Name: <u>Rev Michael Alber</u>
Home Phone: <u>616 724-3125</u>		Address: <u>4101 Clyde Park SW</u>
Business Phone: <u>616 5345449</u>		City, State, Zip: <u>Wyoming MI 49509</u>
Cell Phone: <u>616 443-6545</u>		
Emergency Contact #1:		Name: <u>Patty Hudson</u>
Home Phone: <u>none</u>		Address: <u>11925 Lakeridge Drive</u>
Business Phone: <u>616 5345449</u>		City, State, Zip: <u>Wayland MI 49348</u>
Cell Phone: <u>616 514 8835</u>		
Emergency Contact #2:		Name: <u>Sharon Colon</u>
Home Phone: <u>616 365-0375</u>		Address: <u>2567 Borglum NE</u>
Business Phone: <u>616 5345449</u>		City, State, Zip: <u>Grand Rapids MI 49505</u>
Cell Phone: <u>616-970-4477</u>		

I declare, under penalty of perjury, that the information contained in this application is true and correct.

*[Signature]*  
Signature

*Festival Treasurer*  
Title

*8-8-13*  
Date

**FOR OFFICE USE ONLY**

BUSINESS TYPE:		<input type="checkbox"/> Entered
DATE APP RECEIVED:	DATE FEE RECEIVED:	FEE RECEIVED: \$
INITIALS:	INITIALS:	LIC #

# Business License



# City of Wyoming

City Clerk's Office  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509-0905

616-530-7296 fax 616-530-7200

License # 23  
Expiration Date: 9/09/2013  
**CARNIVAL**

Activities Entry Value	Description
711000	ENTERTAINMENT & REC, OTHER

City Ordinance requires that this license must be displayed in a conspicuous place in the business location.

**ST JOHN VIANNEY CARNIVAL**  
4101 CLYDE PARK AVE SW

Heidi A. Isakson, City Clerk

-----detach-----

# City of Wyoming

City Clerk's Office  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509-0905  
616-530-7296 fax 616-530-7200

# RECEIPT

License # 23  
Expiration Date: 9/09/2013

**711000 - CARNIVAL**

Quantity	Code	Charge Amount
1	CARNIVAL APPLICATION FEE	\$0.00

ST JOHN VIANNEY CARNIVAL  
4101 CLYDE PARK AVE SW

WYOMING, MI 49509

Carnival License Application

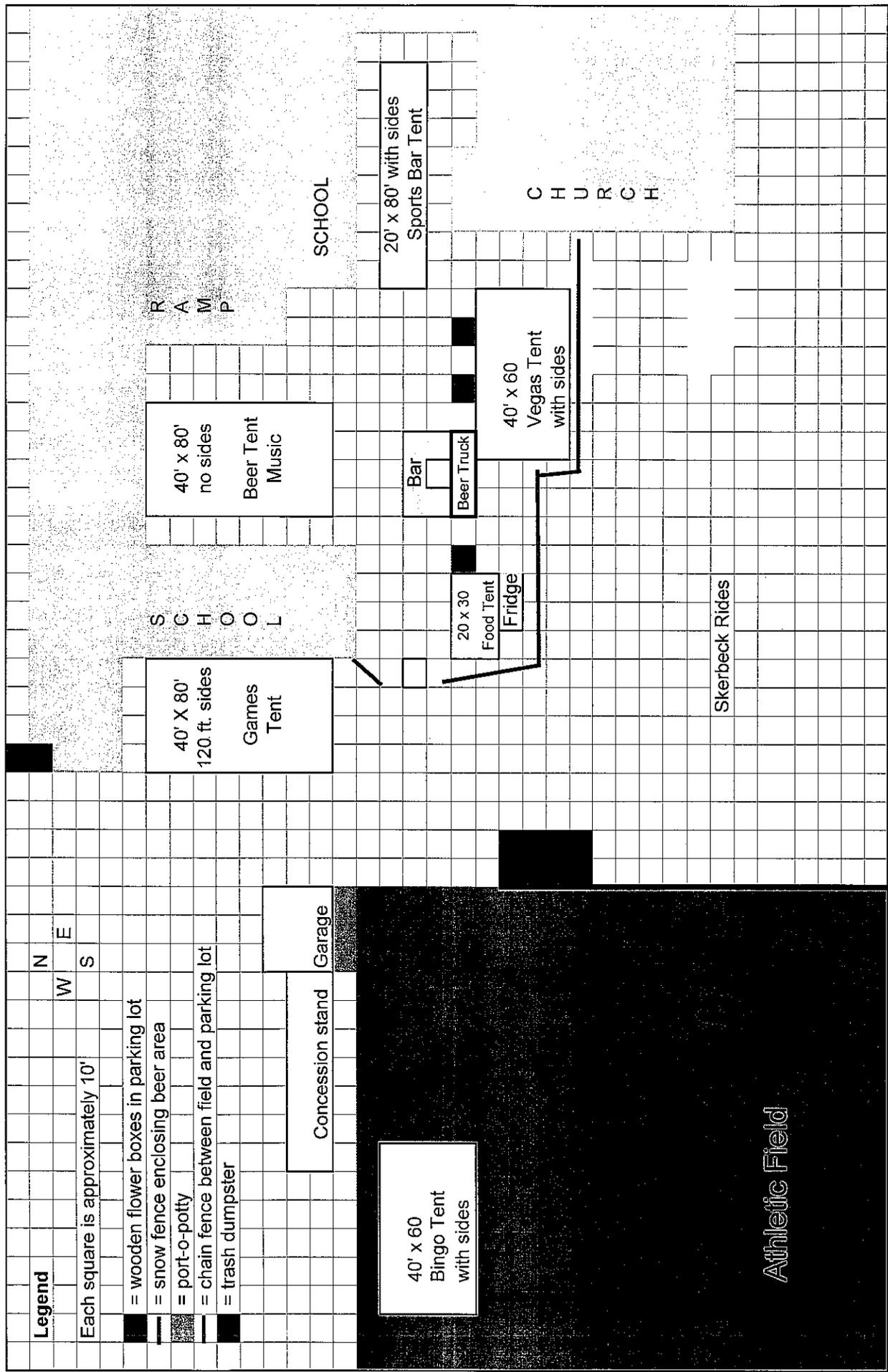
Applicant Name: <b>Patty Hudson</b>	Applicant Address: <b>4101 Clyde Park SW Wyoming MI 49509</b>
Telephone: (616) <b>514-8835</b>	City/State/Zip:
Sponsoring Organization: <b>St John Vianney</b>	Organization Address: <b>ST. JOHN VIANNEY CHURCH 4101 CLYDE PARK S.W. WYOMING, MI 49509</b>
Telephone: (616) <b>534-5449</b>	City/State/Zip
Carnival Operator: <b>Ben Ora</b>	Operator Address: <b>8038 Kyley Ct SE Caledonia MI 49316</b>
Telephone: (616) <b>891-5756</b>	City/State/Zip
Location of Carnival: <b>4101 Clyde Park SW</b>	Carnival will be held (dates) from: <b>9-6-13</b> to: <b>9-8-13</b>
Opening Times: <b>9-6-13 6pm 9-7-13 12 noon 9-8-13 12 noon</b>	Closing Times: <b>9-6-13 12 am 9-8-13 5pm 9-7-13 12 am</b>
Total number of rides, games, or amusements: <b>15</b>	Number of Tents: <b>6</b>
	Number of Trash Containers: <b>23</b>
Food & Beverage Sold: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

I declare, under penalty of perjury, that the information contained in this application is true and correct.

Signature of Applicant: *Patty Hudson* Date: 8-8-13

Calculate License Fee	
Nonrefundable Application Fee	\$75.00
Additional Permit Fee Per day	\$50 X ___ Days \$
	Total Fee due upon application \$

# SJV Festival 2013 Site Plan





July 16, 2013

## Security Plan – St. John Vianney Parish Festival

Per City Ordinance Number 14-276, 14-281,14-282

Section 14-281 – Security Plan – This is written for the St. John Vianney Parish Festival Carnival for the 2013 dates of September 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup>.

1. Security will be on duty at all times and will be clearly identifiable as security and will have no other duties in the operation of the festival.
2. Each security person will have means of communication with the police department. They will have a radio and/or cell phone for contact with the police department or other emergencies.
3. Ben Ora will be the contact person for St. John Vianney issues, with Patty Hudson as a secondary contact.
4. Contact information is as follows:
  - a. Ben Ora                      home phone 616-891-5756/cell 616-648-1367
  - b. Patty Hudson              cell 616-514-8835/work 616-534-5449

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Patty Hudson  
Administrative Assistant  
St. John Vianney Parish



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Chief of Police

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

RESOLUTION TO APPROVE AMENDMENT NO. 36 IN  
THE ARTICLES OF INCORPORATION OF  
GRAND VALLEY METROPOLITAN COUNCIL

WHEREAS:

1. The members of Grand Valley Metropolitan Council (“Metro Council”) have by majority vote approved Amendment No. 36 (Addition of Ada Township; and withdrawal of the Village of Sparta and Sparta Township) in the Articles of Incorporation of Grand Valley Metro Council; and
2. The amendments have now been submitted for approval by the legislative bodies of the local governmental units that belong to Metro Council; and
3. The City Council of the City of Wyoming has considered Amendment No. 36 in the Articles of Incorporation of Metro Council.

NOW, THEREFORE, BE IT RESOLVED:

1. Amendment No. 36 in the Articles of Incorporation of Grand Valley Metropolitan Council is hereby APPROVED.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 19, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Resolution No. \_\_\_\_\_

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

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF  
WYOMING AND THE WYOMING CITY EMPLOYEES UNION

WHEREAS:

1. Resolution 24267, dated September 4, 2012, was adopted by the Wyoming City Council, approving an Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union.
2. The City Manager recommends the City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to add the classification of Fleet Maintenance Parts Specialist to the collective bargaining unit as follows:

	<u>Hourly Wage</u>	
	<u>Minimum</u>	<u>Maximum</u>
G03 Fleet Maintenance Parts Specialist	\$12.29	\$13.32

3. This addition shall be effective August 20, 2013.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the above amendment to the Wyoming City Employees Union Classification and Wage Schedule.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 19, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:

Memorandum of Understanding

Staff Report from the Assistant Director of Public Works

Resolution No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**RE: Fleet Maintenance Parts Specialist**

In accordance with Article 2, Section 1 (G) of the Collective Bargaining Agreement, the City of Wyoming ("City") and the Wyoming Employees Union agree as follows:

1. The classification of Fleet Maintenance Parts Specialist is added to the bargaining unit.
2. The classification of Fleet Maintenance Parts Specialist is placed in the following range of the Classification and Salary Schedule in effect for the bargaining unit employees:

Fleet Maintenance Parts Specialist

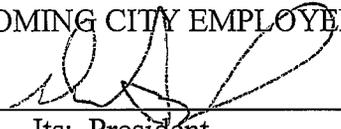
Range G03

3. The above changes to the Classification and Salary Schedule are subject to approval by the Wyoming City Council.

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

By: \_\_\_\_\_  
Its: City Manager

By:  \_\_\_\_\_  
Its: President

Date: \_\_\_\_\_

Date: 8-1-2013

## STAFF REPORT

DATE: August 1, 2013

SUBJECT: New Position of Fleet Maintenance Parts Specialist

FROM: William Scott Zastrow, P.E., Assistant Director of Public Works

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### RECOMMENDATION

It is recommended that position of Fleet Maintenance Parts Specialist be added to the Classification and Salary Schedule for the Wyoming Employees Union.

### DISCUSSION

Like most areas of the City's operations, Wyoming's motor pool is continuing to evolve. It functions as a comprehensive fleet services operation encompassing parts acquisition, parts inventory, parts dispensing, parts disposal, preventative vehicle maintenance, corrective vehicle maintenance, vehicle acquisition, vehicle disposal, and temporary vehicle rental.

In 2002, Wyoming's fleet operation employed ten people. At that time the work group was comprised of a one supervisor, one inventory clerk, and eight mechanics. Today there are five employees, including one supervisor and four mechanics. There is, however, the need for one additional part-time person to work in the parts room ordering and maintaining inventory. This part-time employee will limited to 20 hours per week and 1,000 hours per year.

### BUDGET IMPACT

A market evaluation of the pay range was completed for the position of Fleet Maintenance Parts Specialist. As a result, it is recommended that the pay range for this position be \$12.29 to 13.32 per hour. Based upon the limited hours the Fleet Maintenance Parts Specialist will work, the annual salary amount for the position will not exceed \$13,320. Sufficient funds are available in the Motor Pool Fund, Equipment Operations, Salaries - Temporary account 661-441-56200-707.000.

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

RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING  
WITH THE WYOMING FIRE FIGHTERS ASSOCIATION

WHEREAS:

1. The Wyoming City Council has an Employment Contract with the Wyoming Fire Fighters Association.
2. It is recommended City Council amend the Employment Contract as per the attached Memorandum of Understanding and amend the Classification and Wage Schedule for the Association to change the classification of Battalion Chief of the collective bargaining unit as follows:

Effective August 26, 2013:

<b>Change</b> to Classification Schedule Battalion Chief	<u>Hourly</u>		<u>Annual</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
From Range F30 (24 Hr Schedule)	\$23.04	\$28.01	\$60,383	\$73,409
To Range F30 (40 Hr Schedule)	\$29.03	\$35.29	\$60,383	\$73,409

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the amendment to the Wyoming Fire Fighters Association Employment Contract and Classification and Wage Schedule and authorizes the City Manager to execute the Memorandum of Understanding.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 19, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Memorandum of Understanding

Memorandum from Director of Police and Fire Services

MEMORANDUM OF UNDERSTANDING

**RE: Battalion Chief**

In accordance with Article 2 of the Collective Bargaining Agreement, the City of Wyoming and the Wyoming Fire Fighters Association agree as follows:

1. Effective August 26, 2013, the workweek for the classification of Battalion Chief shall be 40 hours.
2. The classification of Battalion Chief shall be placed at the following range of the Classification and Salary Schedule in effect for bargaining unit employees:

Range F30	<u>Hourly</u>		<u>Annual</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
	\$29.03	\$35.29	\$60,383	\$73,409

3. Monetary and paid leave benefits shall be applied in accordance with the terms of the contract pertaining to other 40 hour per week personnel in the bargaining unit. For example, vacation accrual will be adjusted to the appropriate schedule on the first day of the payroll period following assignment to the 40 hour per week schedule.
4. The above changes are subject to approval by the Wyoming City Council.

CITY OF WYOMING

WYOMING FIRE FIGHTERS ASSOCIATION

By: \_\_\_\_\_  
Its: City Manager

By: E. Campbell  
Its: President

Date: \_\_\_\_\_

Date: 7/7/13

MEMORANDUM

**TO:** Curtis Holt, City Manager  
**FROM:** James Carmody, Director of Police and Fire Services  
Kimberly Oostindie, Director of Human Resources  
**DATE:** August 5, 2013  
**RE:** Battalion Chief and Captain Changes

Monday, July 1, 2013 marked the inauguration of the City of Wyoming's new Department of Public Safety. As we make the transition to one Department, we anticipate that changes will be made in many areas, including organizational structure and job responsibilities.

**Battalion Chief Position**

A review of the fire services revealed the need to move the Battalion Chief to a 40 hour per week position. Currently there is one employee in this classification and he is assigned to "C Shift" and has very little interaction with "A and B Shifts." In the current structure, the Battalion Chief is serving more in a capacity of a Lieutenant instead of a Battalion Chief.

Recognizing the need for change, we made changes to the Battalion Chief job description to better reflect the needs of the Department. The annual wage will remain the same for the position, but the hours will be changed from a 24 hour shift position to a 40 hour per week position. The benefits will be the same as those established in the Wyoming Fire Fighters Association Employment Contract for 40 hour employees. The recommended wage for the Battalion Chief is similar to the Police Sergeant's wage range.

Effective August 26, 2013:

Change to Classification Schedule	Hourly		Annual	
	Minimum	Maximum	Minimum	Maximum
Battalion Chief				
From Range F30 (24 Hr Schedule)	\$23.04	\$28.01	\$60,383	\$73,409
To Range F30 (40 Hr Schedule)	\$29.03	\$35.29	\$60,383	\$73,409

The move to a 40 hour per week position will be beneficial to all of the Fire Shifts as well as the overall Public Safety Department. It will provide for more interaction with all Fire staff, including Paid on Call and the Dual Firefighters (parks, public works and utilities employees) as well as the Police Command staff. The change in hours of work will also allow for the Battalion Chief to be involved in more of the administrative and supervisory duties required of the position.

**Captain Position**

The organizational structure includes two Captains that serve in a capacity similar to Deputy Directors. These positions are responsible for high level, professional work in the Department of Public Safety. The duties of this position continue to expand, and the education, skill, experience and job requirements support a change in the pay range for this position.

Effective August 26, 2013:

Change to Classification Schedule	Hourly		Annual	
	Minimum	Maximum	Minimum	Maximum
Captain				
From Range L15	\$38.21	\$44.35	\$79,477	\$92,248
To Range L15	\$39.59	\$46.10	\$82,347	\$95,888

An review of internal comparables shows that the recommended range for the Captain position is the same (at the top) as various positions of similar skill level, in the Administrative and Supervisory

Association, including positions such as the Assistant Director of Public Works – Engineering and the Assistant Director of Public Works – Maintenance.

We are requesting your authorization to move forward with these recommendations. If you concur with our recommendation, we will speak to the appropriate Unions regarding these changes and will place on the City Council agenda for their consideration.

Attachments: Memorandums of Understanding  
Draft Resolutions

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

RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE  
THE POLICE OFFICERS LABOR COUNCIL WYOMING COMMAND DIVISION

WHEREAS:

1. The Wyoming City Council has an Employment Contract with the Police Officers Labor Council Wyoming Command Division.
2. It is recommended City Council amend the Classification and Wage Schedules in the Employment Contract as per the attached Memorandum of Understanding to change the range for the position of Captain:

Effective August 26, 2013:

<b>Change to Classification Schedule</b>	<u>Hourly</u>		<u>Annual</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Captain				
From Range L15	\$38.21	\$44.35	\$79,477	\$92,248
To Range L15	\$39.59	\$46.10	\$82,347	\$95,888

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the amendment to the Classification and Wage Schedules in the Police Officers Labor Council Wyoming Command Division and authorizes the City Manager to execute the Memorandum of Understanding.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 19, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

- Memorandum of Understanding
- Memorandum

MEMORANDUM OF UNDERSTANDING

RE: Captain

In accordance with Article 2 of the Collective Bargaining Agreement, the City of Wyoming and the Police Officers Labor Council Wyoming Command Division agree as follows:

1. Effective August 26, 2013, the classification of Captain shall be placed at the following range of the Classification and Salary Schedule in effect for bargaining unit employees:

	<u>Hourly</u>		<u>Annual</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Range L15	\$39.59	\$46.10	\$82,347	\$95,888

2. The above change is subject to approval by the Wyoming City Council.

CITY OF WYOMING

POLC WYOMING COMMAND DIVISION

By: \_\_\_\_\_  
Its: City Manager

By: David Hunt 08/16/13  
Its: President David Hunt

Date: \_\_\_\_\_

Date: 8/06/13

**MEMORANDUM**

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**TO:** Curtis Holt, City Manager

**FROM:** James Carmody, Director of Police and Fire Services  
Kimberly Oostindie, Director of Human Resources

**DATE:** August 5, 2013

**RE:** Battalion Chief and Captain Changes

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Monday, July 1, 2013 marked the inauguration of the City of Wyoming's new Department of Public Safety. As we make the transition to one Department, we anticipate that changes will be made in many areas, including organizational structure and job responsibilities.

**Battalion Chief Position**

A review of the fire services revealed the need to move the Battalion Chief to a 40 hour per week position. Currently there is one employee in this classification and he is assigned to "C Shift" and has very little interaction with "A and B Shifts." In the current structure, the Battalion Chief is serving more in a capacity of a Lieutenant instead of a Battalion Chief.

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An review of internal comparables shows that the recommended range for the Captain position is the same (at the top) as various positions of similar skill level, in the Administrative and Supervisory

Association, including positions such as the Assistant Director of Public Works – Engineering and the Assistant Director of Public Works – Maintenance.

We are requesting your authorization to move forward with these recommendations. If you concur with our recommendation, we will speak to the appropriate Unions regarding these changes and will place on the City Council agenda for their consideration.

Attachments: Memorandums of Understanding  
Draft Resolutions

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

RESOLUTION TO ACCEPT A PROPOSAL FOR THE REFURBISHMENT  
OF THE CLEAN WATER PLANT'S LABORATORY AND HVAC SYSTEM  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO  
EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report from the Clean Water Plant Superintendent, proposals were accepted to prepare the required plans and specifications to refurbish the lab facility and HVAC system.
2. It is recommended the proposal from Architectural Group, Inc. in the amount of \$120,000 be accepted.
3. Funds for the project are budgeted in the Clean Water Plant account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby accepts the proposal from Architectural Group, Inc. for the refurbishment of the Clean Water Plant's Laboratory and HVAC System in the amount of \$120,000.
2. The Wyoming City Council does hereby authorize the Mayor and City Clerk to execute the Agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

ATTACHMENTS:

Staff Report  
Proposal  
Agreement

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## Staff Report

Date: August 13, 2013  
Subject: Refurbishment of Clean Water Plant Lab & HVAC System  
From: Myron Erickson, PE, Clean Water Plant Superintendent  
Meeting Date: August 19, 2013

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### Recommendation:

Staff recommends authorizing The Architectural Group, Inc. (TAG) to prepare architectural plans and engineering designs for the refurbishment of the Clean Water Plant's laboratory and HVAC systems.

### Sustainability Criteria:

Environmental Quality – This design will provide plans to refurbish the Clean Water Plant's laboratory facility and bring it up to date with modern safety and work standards as well as modernize and make more efficient the plant's HVAC systems.

Social Equity – The Clean Water Plant's function is to provide wastewater treatment and environmental protection to all citizens of Wyoming without regard to social status. To maintain optimal performance in this function, the lab and HVAC systems need to be brought up to date.

Economic Strength – This design will provide plans for construction of a modern laboratory and HVAC system that is more cost efficient to run.

### Discussion:

On June 10, 2013, four consulting firms submitted proposals for the preparation of plans and specifications for the refurbishment of the Clean Water Plant's laboratory and HVAC system. Based upon the experience of the staff and the effort identified to prepare the design, TAG was selected as the recommended firm. The scope of the design will include all of the necessary activities required to produce plans and specifications suitable for bidding and construction in consideration of the sum of \$120,000.

### Budget Impact:

Sufficient funds are available in the Clean Water Plant Capital Outlay account number 590-590-54400-986.444.

Attachments: Agreement  
Proposal

AGREEMENT

An Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the City of Wyoming, a municipal corporation of 1155 - 28<sup>th</sup> Street SW, Wyoming, Michigan 49509 (hereinafter "City") and The Architectural Group, Inc., a corporation having an office located at 3100 Prairie Street SW, Grandville, Michigan 49418 (hereinafter "Consultant"), the terms of which are as follows:

1. The City hereby hires Consultant to perform consulting services to prepare architectural and engineering plans and specifications for the refurbishment of the main building of the City's Clean Water Plant, to include its laboratory and its complete heating, ventilation, and air conditioning systems.
2. The work to be performed shall be in accordance with the Proposal dated June 10, 2013, and the customary standard of professional care.
3. Payment shall be made in accordance with the hourly rates contained in the proposal and upon billing for work completed in the amount of \$120,000. Undisputed portions of invoices are due within 30 days.
4. Upon completion of the services or in the event of a termination of the contract during the performance of the services, all completed work, and/or work in progress shall become the property of the City upon payment for the work.
5. Consultant is an independent contractor and the City is hiring consultant for professional services. All officers, agents and employees of consultant shall at all times be considered employees of consultant and not of the City.
6. This Agreement contains the entire agreement between the parties and may not be modified except in writing by mutual consent.

City of Wyoming

The Architectural Group, Inc.

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Jack Poll  
Its Mayor

---

Heidi A. Isakson  
Its City Clerk



The Architectural Group, Inc.  
3100 Prairie Street, S.W.,  
Grandville, MI 49418

Rec'd 10 Jun 13 ME

Ph: (616) 531-7040

June 10, 2013

Mr. Myron Erickson, PE  
Wyoming Clean Water Plant Superintendent  
2350 Ivanrest Ave. SW  
Wyoming, MI 49418

Re: Request for Proposal (RFP)  
City of Wyoming Clean Water Plant

Dear Myron,

Thank you for the opportunity to submit our proposal in response to your Request for Proposal (RFP) dated May 1, 2013. Please allow this proposal letter along with our RFQ package as confirmation of our interest and qualifications.

**Scope of Work:**

Based on the RFP and our discussions, we understand that the City of Wyoming Clean Water Plant staff is planning to expand and update the laboratory facilities and also determine what improvements can be made to update the administrative building's HVAC system and controls.

**Operations Laboratory and Tech Office Suite:**

Based on our discussions, we understand the project scope is to listen first so we can understand your laboratory needs, identify existing deficiencies and make recommendations on the proposed improvement of the existing wet chemistry, metals, and separation laboratories, and the associated tech office suite.

For the laboratory HVAC budgeting, as requested, we have based our initial budgeting on expanding the laboratory to the north into the tech office suite and shifting the tech office space to the IC Lab and BOD lab (to the west).

**Administration HVAC Upgrade:**

Based on our discussions and the RFP, we anticipate breaking up the HVAC upgrades into two and possibly three areas. We anticipate that improvements and expansion of the laboratory and tech office space to be a separate scope (which size and scope may vary with final layout). The other two areas of HVAC upgrade is the first floor administration office HVAC and the plant boiler upgrade.

**Alternate Technologies & Energy Conservation Incentives:**

Based on our discussions, Rhoades Engineering has made some inquiries regarding energy conservation incentives including electrical rebates from Consumers Energy. There are 14 - 16 possible rebate opportunities and based on your team's interest we will incorporate them into the design.

Based on the preceding scope please allow the following as an outline of architectural and engineering services that we anticipate:

1. Schematic Design:

- a. We will conduct an audit of the existing laboratory and tech office space to verify existing infrastructure.
- b. Review the requirements for renovation and expanding the laboratory and tech office space.
  - Meet with staff to review flow of samples and determine testing requirements for each lab space (microbiological, gravimetric, colorimetric, inorganic, separation, and wet chemistry).
  - Review existing hood requirements and relationship/adjacencies to lab testing and analysis.
  - Develop layout sketches based on staff's input to determine best use of spaces/adjacencies.
- c. We will conduct an audit of the existing HVAC system for the laboratory and the administration offices.
- d. Review and make recommendations for the HVAC improvements based on staff input and proposed schematic layouts.
- e. Develop preliminary construction cost estimates. Further refining the preliminary estimates provided as part of the RFP.

2. Design Development:

- a. Based on the approved schematic laboratory design and proposed HVAC improvements, we will further refine the schematic design plans.
- b. Establish area and character of individual spaces.
  - Determine the laboratory requirements and locations of compressed air, vacuum, gas de-ionized water and tap water.
  - Determine fume hood types and requirements.
  - Verify office space requirements.
  - Evaluate the lighting and electrical needs.
  - Determine materials and "feel" of each space (finish requirements).
- c. Determine HVAC requirements based on space requirements and internal and external loads.

3. Construction Documents:

- a. Based on approved design development drawings, we will prepare complete construction documents and specifications describing in detail the work to be done, materials, workmanship, finishes, equipment, bidding and construction information. All construction documents will be CAD drawings.
- b. Review estimate of project construction costs.

4. Bidding Process:

- a. Verify the City's bidding requirements and assist the City in coordinating bids from qualified General Contractors.
- b. Issue copies of construction documents and specifications to bidders.

- c. Receive and review cost proposals with client.
  - d. Advise the Plant staff and the City of Wyoming as to qualifications of bidders and reasonableness of bids received, and make recommendations on the award of the construction contract.
5. Construction Contract Administration:
- a. Review samples, schedules, and shop drawings for conformance with drawings and specifications.
  - b. Make periodic visits to the site at intervals appropriate to the stage of construction to determine that the work is proceeding in accordance with the contract documents.
  - c. Determine amounts owing to the General Contractor and review Certificates for Payment certifying that to the best of our knowledge, information and belief, the quality of work is in accordance with the contract documents and has progressed to the point indicated.
  - d. Obtain from the General Contractor prior to authorization of final payment, a statement that all bills have been paid and that the General Contractor will hold the City of Wyoming and the Architect harmless from any liens or other obligations.

**Fees and Budgets:**

In accord with the requirements of the Request for Proposal (RFP) and the scope of work and services as delineated, we provide the following professional fee ranges and construction cost budgets:

**Operations Laboratory and Tech Office Suite:** (Scope of Services Items 1, 2, 3, 4, & 5)

Fee: \$ 69,950.00\* - \$ 76,850.00\*

*\*Fees include an allowance of \$2,500.00 for structural engineering by JDH Engineering related to the lab changes and lab roof top equipment.*

The preceding fees are based on a laboratory renovation of approximately 2,625 s.f. and a tech office suite of approximately 720 s.f. The following is an estimate of possible construction cost related to this renovation. We have included phenolic laboratory casework within our cost estimate. As we discussed this is a bench mark on probable cost and we will work with your staff to meet budgets.

Renovation of 2,625 s.f. lab and 720 s.f. Tech Suite		
Office Space:	\$450,000.00 -	\$650,000.00
10 new fume hoods, average 5' long:	\$120,000.00	\$120,000.00
Plumbing:	\$ 40,000.00	\$ 40,000.00
Electrical:	\$ 40,000.00	\$ 40,000.00
	\$650,000.00 -	\$850,000.00
10% Contingency:	\$ 65,000.00	\$ 85,000.00
Estimated Construction Cost Total:	\$715,000.00 -	\$935,000.00

**Administration HVAC Upgrade:** (Scope of Services Items 1, 2, 3, 4 & 5)

Architectural Audit/Develop CAD Files/Coordination Fee: \$ 10,900.00 - \$ 15,900.00  
Mechanical & Electrical Engineering Fee: \$ 19,800.00\* - \$ 24,800.00\*

*\*Fees include an allowance of \$2,500.00 for structural engineering by JDH Engineering for possible new roof top equipment as part of the 1<sup>st</sup> floor office HVAC upgrades.*

The preceding fees are based on the office administrative HVAC upgrades of approximately 6,000 s.f.

HVAC Renovations Construction Budgets	\$150,000.00
10% Contingency:	\$ 15,000.00
Estimated Construction Cost Total:	\$165,000.00

**Boiler Upgrade:** (Scope of Services Items 1, 2, 3, 4 & 5)

Architectural Audit/Develop CAD Files/Coordination Fee: \$ 7,500.00 - \$ 11,500.00  
Mechanical & Electrical Engineering Fee: \$ 29,500.00 - \$ 34,500.00

The boiler upgrade is to convert the two boilers into one new system.

Boiler Upgrade	\$410,000.00
10% Contingency:	\$ 41,000.00
Estimated Construction Cost Total:	\$451,000.00

**Alternative Technologies & Energy Conservation Incentives:**

Included within the preceding fees is the engineering time to investigate, research and implement potential rebates for energy conservations. The following is some of the perspective incentives they would like to review and discuss further with you and your staff for this project:

- LED interior fixture replacing incandescent lights
- LED lamps replacing incandescent lights
- LED exit signs, retrofit or replacement
- Lighting controls
- Unitary and split AC systems and air source heat pumps
- VFD on HVAC fans and HVAC pumps
- Constant volume hot/cold deck to VAV
- Low pressure drop filters
- High efficiency HVAC boiler
- Air-side economizer
- Critical zone supply-air reset
- Demand control ventilation
- Boiler plant control
- Programmable thermostat
- Occupancy sensors for toilet room exhaust retrofit
- Enthaply wheel energy recovery type

**Reimbursable Expenses:**

Included in the preceding fees is an allowance of \$3,500.00 for printing costs. Based on our discussions we will provide three (3) sets of drawings and a PDF electronic copy of the drawings at the conclusion of schematic drawing, design development and construction documents as part of the owner review.

If our proposal is acceptable, we anticipate our form of agreement to be an American Institute of Architects (AIA) Standard Contract.

Based on the RFP and the clarifications provided, the following items are not included within our fixed fee. These items can be provided as additional services with your authorization. Hourly rates are provided within this proposal and fees for consultant services will be billed at their direct cost plus 10%.

- Issuance of separate bid packages. We assume the laboratory and 1<sup>st</sup> floor administration HVAC and boiler improvements will be issued as a single bid package.
- Furniture design, selection and bid documents
- Acoustical engineering
- Audio-visual/IT design network and/or cabling
- Special structural design due to additional scope of services
- Preparation of bulletins/addenda directed by the City staff for changes, alterations or improvements. Changes or modifications after the final owner review will be done on an hourly basis.
- Fees paid for securing approval from authorities having jurisdiction (plan review or permit fees)
- Additional services not included in scope of work or major changes to design or layout once work is approved
- LEED (Leadership in Energy and Environmental Design) design and clarification
- No building information modeling (BIM)

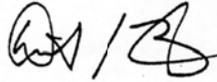
If selected as your 'partner' in your upcoming plans, The Architectural Group, Inc. will commit to provide the professional services that you anticipate, expect and deserve.

Sincerely,

THE ARCHITECTURAL GROUP, INC.



Evert Timothy Vande Zande  
President



Daniel J. Bode  
Chief Operating Officer

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

RESOLUTION TO ACCEPT A PROPOSAL  
FROM DIXON ENGINEERING, INC.  
TO PROVIDE CONSTRUCTION OVERSIGHT SERVICES  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK  
TO EXECUTE THE AGREEMENT

WHEREAS:

1. Resolution number 24566 for the painting and repair of the Gezon Storage Tank was awarded by the Wyoming City Council on August 5, 2013.
2. As detailed in the attached Staff Report, Dixon Engineering, Inc. has provided the City with a proposal to construction oversight services not to exceed \$25,275.00.
3. Funds for the project are budgeted in the Water Fund account number 591-591-56100-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the proposal from Dixon Engineering, Inc. to provide construction oversight services not to exceed \$25,275.00.
2. The Wyoming City Council does hereby authorize the Mayor and City Clerk to execute the Agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

ATTACHMENTS:  
Staff Report  
Proposal/Contract Agreement

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: July 29, 2013  
Subject: Gezon 5.0 million gallon steel storage tank repair and painting project contractor oversight and construction compliance  
From: Robert Veneklasen  
Meeting Date: August 5, 2013

### **Recommendation**

It is recommended the City enter into agreement with Dixon Engineering for the contractor and construction oversight of the repair and painting project on the Gezon 5.0 million gallon steel storage tank at a cost of \$25,275.00.

### **Sustainability Criteria**

Environmental Quality – Ensuring contractor compliance with project specifications and proper performance of the tasks to correctly protect the water storage infrastructure and retain long-term reliability to maintain the highest drinking water quality for our customers.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming’s residents enjoy equal access to the benefits of our state-of-the-art drinking water technologies.

Economic Strength – The professional contractor oversight to ensure contract compliance and acceptable performance provides the best value and lowest rate for our residents and customers.

### **Discussion**

Dixon Engineering is a professional firm specializing in water tank inspection, maintenance, and construction oversight. These areas of expertise are most commonly paired with water tank repair and painting project specifications and contractor oversight. Contractor oversight is very important to insure compliance with the project specifications, proper completion of tasks, and timely work to meet the project schedule.

Dixon Engineering compiled the project specifications and bidding documents for the Gezon 5.0 million gallon steel water storage tank following an inspection of the tank by Nelson Tank, Inc. This approach yielded a less extensive scope of work and realistic project approach that would comply with funding available for this activity.

### **Budget Impact**

The Gezon 5.0 million gallon steel water storage tank repair and painting project construction oversight is adequately budgeted in account #591-591-56100-930000. The project cost is expected to total \$25,275.00.

**Proposal/Contract Agreement  
for Water Storage Reservoir  
5,000,000 Gallon Reservoir (Gezon), #22-41-19-04**

The agreement is between Dixon Engineering, Inc. (DIXON) and the **City of Wyoming, Michigan** (OWNER) to contract with DIXON for technical services for the **5,000,000 Gallon Reservoir** (Project). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the not to exceed fee of **Twenty-Five Thousand, Two Hundred, and Seventy-Five** dollars (**\$25,275.00**). Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

**Project Administration, Pre-construction Meeting, and Paint Inspection Services per Schedule A**

3.01 SIGNATURES

Ira M. Gabin, P.E., Vice President

July 26, 2013

PROPOSED by DIXON (Not a contract until approved by an officer)

PROPOSAL DATE

\_\_\_\_\_  
CONTRACT APPROVED by OWNER

\_\_\_\_\_  
POSITION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO SIGNATURE (if required)

\_\_\_\_\_  
POSITION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACT APPROVED by DIXON OFFICER

\_\_\_\_\_  
EFFECTIVE CONTRACT DATE

**SCHEDULE A**  
**Rehabilitation Inspection Services**  
**5,000,000 Gallon Reservoir (Gezon), #22-41-19-04**  
**Wyoming, Michigan**

**I. Project Administration:**

1. Project administration for the purpose of coordinating the inspection program, local inspector assistance, secretarial services, shop drawing review, and project finalization.
2. Review contractor's Schedule of Values and work schedule.
3. Review shop drawings for compliance with technical specifications.
4. DIXON shall record a written record of all Project meetings with the Owner. Meeting minutes shall be submitted to the Owner not more than 10 days after the meeting.
5. Perform services expected of Engineer and detailed in the EJCDC General Conditions.

**II. Pre-construction Meeting:**

1. Attend a pre-construction meeting, and distribute minutes to major participants. Topics of discussion will include contractor's:
  - a. emergency response plan,
  - b. responsibilities to the Owner,
  - c. responsibilities to her/his workers,
  - d. responsibilities to the public
  - e. inspection start time
  - f. inspection schedule
  - g. liquidated damages
2. Contractor will have submittals which are to be submitted 10 days prior to the pre-construction meeting. Some of these include: Contractor's schedule, ventilation, fall prevention, confined space, waste hauler certifications, welder certifications, etc. These will be reviewed prior to meeting and only deficiencies discussed.

**III. Inspection Services:**

1. Review contractor's crew size and equipment for ability to meet specification requirements and time constraints.
2. Review abrasive and coating materials for approved manufacturers.
3. Inspect compressed air at blast nozzle for cleanliness (i.e. oil, moisture).

4. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
5. Inspect abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
6. Review coating mixing, thinning, and manufacturer's application requirements.
7. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
8. Inspect applied coating for dry film thickness, coverage, uniformity, holidays, and cure.
9. Collect appropriate samples for pre-disposal laboratory testing.
10. Prepare daily inspection report detailing above mentioned items and daily progress.

**SCHEDULE B**  
**Rehabilitation Inspection Services**  
**5,000,000 Gallon Reservoir (Gezon), #22-41-19-04**  
**Wyoming, Michigan**

1. Compensation for project administration, Schedule A, Item I, shall be the time and material fee of \$1,500. Payment shall be due as project progresses.
2. Compensation for participation at the pre-construction meeting, Schedule A, Item II, shall be the lump sum fee of \$500, and will include preparation and travel time.
3. Compensation for surface preparation and coating inspection services, secretarial services, and project management, Schedule A, Item III, is \$23,275. This proposal is based on a Level II Inspector. Inspector fee will vary. All fees are time and material per Schedule C. DIXON will notify the Owner every two weeks regarding the estimated budget available, and will advise if a change in fees or change in scope of services is necessary. This fee and scope of services are negotiable between DIXON and the Owner.

<b>Inspection:</b>	
Inspection time 6.5 hrs. @ \$70/hr. =	\$455
Travel time 1.5 hrs. @ \$70/hr. =	105
Secretarial .5 hr. @ \$48/hr. =	24
Mileage 80 miles @ \$.60/mile =	48
Proj. Mgmt. .33 hr. @ \$100/hr. =	<u>33</u>
Total Estimated Daily Fee	\$665

Total Estimate Daily Fee	\$665
	<u>X 35 days</u>
Total Fee:	\$23,275

4. DIXON reserves the right to adjust individual inspection line items as necessary based on the Contractor's performance and pace of work. The total fees for Schedule B, Items #1 through #3, will not be exceeded without prior approval from the Owner.
5. Invoices will be compiled after the 20<sup>th</sup> of the month and shall include from the 20<sup>th</sup> of the preceding month to the 20<sup>th</sup> of the invoiced month. Bimonthly invoicing will be completed on larger projects, or at the Owner's request.
6. All DIXON service invoices which are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).
7. All DIXON service invoices which are outstanding more than sixty (60) days from date of issue shall be assessed (DIXON's favor) one and one half percent (1½%) per month interest from date thirty days after date of issue.
8. Delay in completing the work which is the responsibility of the Owner and which extends the amount of time required for DIXON to complete their work shall be considered an additional service, and DIXON shall be compensated for this delay under the provisions of Schedule C of the contract.

9. Failure by the Contractor to notify DIXON of the necessity to change inspection dates more than twenty-four hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be considered an additional service, and DIXON shall be compensated for travel and/or expense under the provisions of Schedule C of the contract.
10. Requests for attending council meetings shall be forthcoming from the Owner in writing unless other arrangements are made between the Owner and DIXON. Attendance of council meetings shall be considered an additional service and DIXON shall be compensated under the provisions of Schedule C of the Contract.

**SCHEDULE C**

**Engineering Services Fees**

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Expert Witness (Office, Travel & Court).....	\$185.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$100.00	
Certified NACE Inspector.....	\$ 90.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level III.....	\$ 72.00 to \$85.00	
Staff Engineer – Level II.....	\$ 67.00 to \$80.00	
Staff Engineer – Level I.....	\$ 62.00 to \$75.00	
CAD Supervisor.....	\$ 65.00 to \$75.00	
CAWI or CWI Welding Inspector.....	\$ 67.00 to \$85.00	
Inspector – Level III.....	\$ 63.00 to \$80.00	
Inspector – Level II.....	\$ 60.00 to \$75.00	
Inspector – Level I.....	\$ 55.00 to \$70.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 48.00 & expenses	
Bookkeeping Services.....	\$ 44.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

\*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging, .....	\$125 per diem	\$135 per diem
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2014

Revised 08/12

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and Authorized** by the OWNER which are not within the proposed Scope of Services (Schedule A) or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Owner** in completing the work, which is their responsibility per Schedule A (Owner) and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Owner to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
    - b. By DIXON upon seven days written notice:
      - 1) If Owner fails to pay invoices by 60 days.
      - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
      - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
      - 4) DIXON shall have no liability to Owner on account of such termination.
  - 2. For Convenience,
    - a. By OWNER effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes

as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Owner's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Owner, for safety precautions and programs incident to owner's performance of Schedule A (Owner's).

C. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.

E. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

**8.02 Severability**

A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

**8.03 Headings**

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

## AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the City of Wyoming, a municipal corporation of 1155 - 28<sup>th</sup> Street, S.W., Wyoming, Michigan 49509 (hereinafter "City") and Dixon Engineering, Inc., a corporation having an office located at 1104 Third Avenue, Lake Odessa, Michigan, 48894 (hereinafter "Consultant") the terms of which are as follows:

1. The City hereby hires Consultant to perform engineering services for the rehabilitation of the 5 Million Gallon Reservoir located at the Gezon Pumping Station site, including project administration, pre-construction meeting, and inspection services..
2. The work to be performed shall be in accordance with the Proposal dated July 26, 2013, and the customary standard of professional care.
3. Payment shall be made in accordance with the hourly rates contained in the proposal and upon billing for work completed in an amount not to exceed \$25,275. Undisputed portions of invoices are due within 30 days.
4. Upon completion of the services or in the event of a termination of the contract during the performance of the services, all completed work, and/or work in progress shall become the property of the City upon payment for the work.
5. Consultant is an independent contractor and the City is hiring consultant for professional services. All officers, agents and employees of consultant shall at all times be considered employees of consultant and not of the City.
6. This Agreement contains the entire agreement between the parties and may not be modified except in writing by mutual consent.

CITY OF WYOMING

DIXON ENGINEERING, INC.

\_\_\_\_\_  
Jack A. Poll  
Its Mayor

\_\_\_\_\_  
Ira M. Gabin, P.E.  
Vice President

\_\_\_\_\_  
Heidi A. Isakson  
Its City Clerk

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK  
TO EXECUTE A LEASE AGREEMENT BETWEEN  
THE CITY OF WYOMING AND VERIZON WIRELESS, LLC

WHEREAS:

1. Verizon Wireless, LLC has requested to place wireless communication equipment on the water tank located at 5651 Gezon Court.
2. The City has previously entered into similar lease agreements with various wireless communications providers.
3. The request was reviewed by the Water Plant Superintendent and staff and it is recommended the lease agreement be approved.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute a lease agreement between the City of Wyoming and Verizon Wireless, LLC.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                      No

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

ATTACHMENT:  
Agreement

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Wyoming, a Michigan Municipal Corporation of 1155 - 28th St. S.W., Wyoming Michigan (hereinafter referred to as "Lessor"), and New Par, a Delaware partnership, d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (hereinafter referred to as "Lessee"),

WHEREAS, Lessor is the owner of certain property having a street address of 5651 Gezon Court, and described on Exhibit A, attached hereto in the City of Wyoming, County of Kent, State of Michigan, on which real property Lessor owns a water tank, along with fixtures and appurtenances thereto (the "Tank") (the portion of the land being leased to Lessee and a portion of the Tank being leased to Lessee are hereinafter collectively referred to as the "Premises"); and

WHEREAS, Lessee desires to use a portion of the Premises for the installation, maintenance and operation of radio transmitting and receiving equipment and other associated equipment in connection with its wireless communications business.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties do hereby agree as follows:

1. Demise. Subject to the terms and conditions of this Agreement, Lessor hereby grants to Lessee the right to install and operate a wireless communications facility, consisting of radio communications equipment, an equipment building and generator, and associated equipment (collectively, the "Lessee's Facilities") on the Premises all as shown on Exhibit B, which is attached hereto and made a part hereof. Such wireless communication and operation shall be conducted in accordance with the standards imposed by the Federal Communications Commission (the "FCC"), and any other local, state or federal body with authority over such transmission and operation. All improvements shall be at Lessee's expense. Lessee shall use the Premises for no other purpose without the prior written consent of Lessor. Lessor also hereby grants to Lessee the right to survey Lessor's property and the Premises, and said survey shall then become Exhibit C which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit A. Cost for such work shall be borne by Lessee. Lessor acknowledges that a memorandum of agreement in the form attached hereto as Exhibit D will be recorded by Lessee in the official records of Kent County.

2. Lessee's Facilities.

(a) Lessee shall have the right at its sole cost and expense, to make installations, alterations and additions upon or to the Premises that will not adversely

affect the integrity of the Tank, provided, however, that Lessee obtains Lessor's written consent for such alterations and additions. No attachments shall be made in any manner to the Tank that will in any way, in the opinion of Lessor's engineer, adversely affect Lessor's water supply, transmission or distribution facility, the integrity of the Tank, or otherwise compromise the quality of water within the Tank. Lessee shall not install any microwave dishes on the Premises. No structural damage to the Tank or other property of Lessor shall be permitted. Any and all methods of attachment must be approved by Lessor's engineer(s) prior to said attachment. The Lessee will be solely responsible for the payment of all costs associated with the installation, maintenance, alteration, addition and removal of the Facilities, including but not limited to restoration of any damage to the tank, permit fees, engineering analyses, utility costs, and all costs associated with obtaining required permits and approvals and reports.

(b) All structures and housing for equipment shall be totally self-contained and constructed with a liquid tight seal to prevent any possible groundwater contamination from batteries, battery systems, fire extinguishers or fire extinguishing systems or otherwise.

(c) The transmission lines between antennas and radio communications equipment shall be anchored and installed on the Tank in accordance with good and accepted engineering practice and shall not interfere with the operation of the tank covered in 2 (a). All installations of transmission lines to the base of the Tank, electric power lines from the main feed to the equipment building, and telephone lines from the main telephone entry point to the equipment building shall be located underground, field conditions permitting, so as not to interfere with the Lessor's use of its Facilities and equipment. Lessee agrees to paint the antennas and transmission lines to match the Tank if required by Lessor.

(d) No part of the Premises other than those areas set forth on the Exhibits and Plans or used for the running of cable/lines shall be physically affected by Lessee's installation and maintenance of Lessee's Facilities on the Premises. The proper functioning of any mechanical, electrical, sanitary and other service systems of the Lessor shall not be thereby adversely affected.

(e) Lessee agrees that installation, operation and maintenance of Lessee's facilities will comply with all applicable statutes, rules, regulations, judicial decisions and administrative decisions binding upon and enforceable against Lessee, which may include those promulgated by the FCC, the Environmental Protection Agency or the Occupational Safety and Health Administration. Lessee will operate its equipment in compliance with 47 C.F.R. Section 1.1307. *et seq.* (the "RF Emissions Regulations") and shall within sixty (60) days from the date the Lessee's Facilities become operational, or such time as the parties may reasonably agree, provide Lessor with a study conducted by a licensed engineer, confirming Lessee's compliance. Lessor shall require each user of the Property to be responsible for submitting environmental evaluations and Environmental Assessments for its own equipment as required under the RF Emissions Regulations. In the event that Lessee's Facilities do not comply, Lessor shall provide Lessee with written

notice of Lessee's failure to comply and Lessor may require the Lessee to shut down operations. Lessee shall have thirty (30) days from Lessor's notice to bring the Lessee Facilities into compliance with RF Emissions Regulations, in the event that Lessee is unable to do so within such thirty (30) day period, either Lessor or Lessee may terminate this agreement upon fifteen (15) days written notice

(f) Prior to installation of Lessee's Facilities, the Lessee shall provide a written analysis, rendered by an independent engineer or engineering firm, which engineer or engineering firm must be approved by Lessor, addressing whether the proposed facilities along with any existing facilities on the Premises may cause interference to existing radio facilities on the Premises. If the analysis indicates that there is or may be such radio interference by the proposed Facilities, Lessee shall be required to install appropriate equipment to remedy such interference with Lessor or anyone holding an agreement with Lessor, if such equipment is installed prior to the execution of this Agreement, prior to the operation of Lessee's Facilities. Lessee agrees not to cause interference to the radio frequency communication operations of Lessor, or anyone holding an agreement with Lessor, if such equipment is installed prior to the execution of this Agreement. Upon execution of this Agreement, Lessor shall not install or permit the installation of any radio equipment interfering with or restricting the operations of Lessee. In the event of such interference, Lessor shall properly take all necessary action, at Lessor's cost, to eliminate said interference.

(g) Upon the execution of this Agreement, Lessee shall pay to Lessor a non-refundable feasibility fee of Seven Thousand Three Hundred Dollars (\$7,300.00) in connection with Lessor's administrative, engineering and legal review of the Agreement.

(h) Before commencing any work on the Premises, Lessee shall submit to Lessor, for Lessor's prior approval, the names of the contractors and their employees' names, addresses, and Driver's License Numbers who will perform such work. Prior to commencing work all such employees shall obtain a photo identification card issued by the City of Wyoming Utilities Department. This Agreement does not confer on such contractors any contractual or other relationship with Lessor or any duty on the part of Lessor to see to their payment.

(i) Lessor will make available to Lessee architectural information regarding the Lessor's buildings and facilities on the Premises upon request or provide access to available plans and surveys, if necessary, to the extent same are in Lessor's possession.

(j) Upon completion of the installation of Lessee's Facilities and any other work performed at the commencement of this Lease for Lessee's occupancy, Lessee will provide Lessor with as-built drawings of Lessee's Facilities, which shall show the location and details thereof. These drawings shall be prepared by a professional engineer registered in Michigan, and shall conform to generally accepted standards for such work.

(k) Upon completion of the installation of Lessee's Facilities, the Lessee shall clean up any and all debris, and restore the Premises surrounding Lessee's Facilities to substantially the condition in which it was previously in prior to the installation.

(l) Except as expressly set forth above and in Exhibit B hereto, no additional equipment, lines, or other materials of any kind shall be brought onto, located at, installed, erected, stored or maintained on or at the Premises without the prior written approval of Lessor except repairs and maintenance in the ordinary course of business. The reasonable cost of the engineer's review of said application, to provide the necessary comments for approval, modification or disapproval, shall be reimbursed to Lessor as additional rent, within fifteen (15) days after receipt of Lessor's documented invoice for such charges, including but not limited to Lessor's employee and overhead charges and expenses. If Lessee makes material changes in Lessee's Facilities at the Premises, pursuant to this paragraph Lessee shall within fifteen (15) days provide Lessor with updated as-built drawings of Lessee's Facilities, showing the location and details thereof.

3. Access to Premises.

(a) Subject to applicable restrictions of Lessor, provided in writing to Lessee, Lessee shall have a non-exclusive right, seven days a week, 24 hours a day, for ingress and egress on foot or by motor vehicle through the Premises from the closest public right of way for the purposes of maintenance, installation and repair to Lessee's Facilities. The foregoing right of access shall remain in effect for the duration of this Agreement and any renewals thereof. No additional fees shall be payable by reason of Lessor's grant of such right of access. To the extent that additional access is needed over properties not owned by the Lessor, Lessee shall be responsible for obtaining same at its own cost and expense.

(b) Only authorized engineers or employees of Lessee, or persons under Lessee's direct supervision will be permitted to enter the Premises pursuant to this Agreement. Lessor agrees to provide Lessee any necessary keys or combinations to enable Lessee to enjoy its right of access. Lessor agrees to install/utilize any reasonable means of locking the premises that Lessor may require, which may include but, is not limited to double locks and/or bypass locks and/or keys. Lessee agrees to use due care to prevent unauthorized access to the Premises. Prior to entering on the Premises, Lessee agrees to provide twenty-four (24) hours verbal notice to the Director of Utilities by contacting the on-duty Drinking Water Plant Operator at 616-399-6511, ext. 115, except that the time period will be waived in the event of an emergency.

(c) Lessor reserves the right to enter the Premises at all times. Lessor acknowledges that Lessee's Facilities and equipment are proprietary and Lessor shall not unreasonably interfere with Lessee's Facilities on the Premises and shall not enter Lessee's Facilities building or cabinet except in the event of an emergency.

4. Term of Agreement. This Agreement shall commence on the date hereof and shall continue for an initial term (the "Original Term") of three (3) years from the Rental Commencement Date (as defined below). Thereafter, Lessee shall have the option

to continue this Agreement for four (4) consecutive three (3) year terms unless this Agreement is terminated under the terms and conditions provided herein. The lease shall automatically renew under the terms and conditions provided herein unless Lessee notifies Lessor of its intent to not renew not less than ninety (90) days prior to the expiration of the original or any renewal term of the lease.

5. Rent.

(a) The initial annual rent for the Original Term shall be in the amount of Twenty Five Thousand Six Hundred Ninety Seven and 13/100 Dollars (\$25,697.13), to be paid in semi-annual installments of Twelve Thousand Eight Hundred Forty Eight and 56/100 Dollars (\$12,848.56), beginning on the Rental Commencement Date defined as the date Lessee is notified, in writing, by Lessor that Lessor has granted all necessary approvals for construction of the Lessee's Facilities by Lessee. The annual rent for the Original Term shall be determined by the number of antennas installed by Lessee. The annual base rent shall be for installation of up to twelve (12) antennas subject to the sole discretion of Lessee.

(b) Semi-annual rental payments shall be due and payable on the Rental Commencement Date, and each six months after. Semi-annual rental payments shall be paid to Lessor at the address set forth in Section 23 below or at such other address as Lessor may designate in writing at least thirty (30) days in advance of any rental payment date. Lessee reserves the right to pay rent annually in advance. Rental payments shall be deemed late if not received by Lessor within fifteen (15) days of the due date and shall bear interest at the greater of (a) the rate of eighteen (18%) percent per annum or (b) the maximum rate allowed by law, thereafter until paid.

(c) The annual rent during any renewal term hereof shall be equal to the rent paid for the previous term adjusted pursuant to Paragraph (d) below and shall remain the same throughout each year of such renewal term.

(d) Increase of Rental. On the anniversary date of each successive year of this Lease Agreement and any option to extend exercised by Lessee, the Annual rental fee shall increase by four percent (4%). The new rate, rounded to the nearest whole dollar shall be the rate paid by the Lessee.

(e) Beginning as of the date of this Agreement, Lessee upon presentation of proper documentation shall pay as additional rent an amount equal to any increase in real estate taxes, personal property taxes, or any other taxes and assessments levied against the Premises that are attributable to the Agreement or Lessee's Facilities on the Premises.

(f) Lessor hereby agrees to provide to Lessee certain documentation (the "Rental Documentation") evidencing Lessor's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to Lessee in Lessee's reasonable discretion, evidencing Lessor's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits

hereunder; (ii) documentation necessary for the Lessee to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") or state and local governments, including, without limitation, IRS Form W-9 and applicable state withholding forms, in a form acceptable to Lessee; and (iii) other documentation requested by Lessee in Lessee's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Lessee, Lessor agrees to provide updated Rental Documentation in a form reasonably acceptable to Lessee. The Rental Documentation shall be provided to Lessee in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to Lessee shall be a prerequisite for the payment of any rent by Lessee and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any rental payments until Rental Documentation has been supplied to Lessee as provided herein. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of Lessor shall provide to Lessee Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Lessee, any assignee(s) or transferee(s) of Lessor agrees to provide updated Rental Documentation in a form reasonably acceptable to Lessee. Delivery of Rental Documentation to Lessee by any assignee(s), transferee(s) or other successor(s) in interest of Lessee shall be a prerequisite for the payment of any rent by Lessee to such party and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of Lessor until Rental Documentation has been supplied to Lessee as provided herein.

6. Utilities. Lessee shall be solely responsible for and shall promptly pay all utility charges for electricity or any other utility used or consumed by Lessee on the Premises. Lessor shall fully cooperate with any utility company requesting an easement or other right of access over and across the Premises in order that such utility company may provide service to Lessee. To the extent that additional rights of way are needed over properties not owned by the Lessor, Lessee shall be responsible for obtaining same at its own cost and expense. Lessee shall have the right to run underground or overhead utility lines across the Premises directly from the utility source to Lessee's Facilities building so long as Lessee does not adversely affect pre-existing utility facilities or other facilities of Lessor or Lessee or third parties, with an existing interest in the Premises. Lessee agrees that if utility services must be installed underground on the Land, Lessor shall have the right to review and approve the location and path of any necessary trench or other excavation work prior to the commencement of digging by or on behalf of Lessee. Lessee shall perform any trenching or excavation in the proper, workmanlike manner so as to avoid any interference with Lessor's underground water mains located on the Land.

7. Contingencies.

(a) It is understood and agreed that Lessee's ability to use the Premises and its obligation to pay rent are contingent upon its obtaining, after the execution date of this

Agreement, (i) all certificates, permits, licenses and other approvals, that may be required by any federal, state or local authorities, including without limitation the FCC and the Federal Aviation Administration (the "FAA"), to permit Lessee to use the Premises for its intended purposes as set forth herein (the "Permits"); (ii) satisfactory engineering tests, including cellular coverage tests, soil boring tests and associated environmental testing (the "Engineering Analysis") to permit Lessee to use the Premises for its intended purposes as set forth herein; (iii) a suitable method for installing Lessee's Facilities on the Tank as determined by Lessee's engineering firm (the "Water Tank Study"); and (iv) a satisfactory title search. It shall be Lessee's sole responsibility to obtain, at its sole cost and expense, the Permits, the Engineering Analysis, the Water Tank Study and any Title Search. Lessor shall cooperate with Lessee in Lessee's efforts to obtain such governmental approvals by executing any necessary consents. Lessee shall exercise due diligence with regard to obtaining the Permits, Engineering Analysis and Water Tank Study. Lessee is hereby given the right to perform surveys and radio coverage tests on the Premises and other investigations needed to secure the Permits, Engineering Analysis and Water Tank Study. The Lessee acknowledges and agrees that it must receive the Permits, Engineering Analysis, Water Tank Study and Title Search documentation, in accord with this Section, prior to erecting the Facilities. The Lessee further acknowledges that there may be a period of delay before commencing installation and operation of the facilities while the Permits, Engineering Analysis, Water Tank Study or Title Search as completed and obtained. However, the Lessee shall be responsible for rental payments from the Rental Commencement Date. Lessor agrees to consult with Lessee as to necessary tests or reports. However Lessor shall in its reasonable sole discretion determine what tests or reports are required.

(b) In the event that (1) any of the Permits are not granted or issued, or (2) the Engineering Analysis is not, in Lessee's sole but reasonable discretion, favorable or (3) the Water Tank Study fails to identify a suitable method for installing Lessee's Facilities on the Water Tank, as determined in Lessee's sole but reasonable discretion, or (4) any one or more of the Permits issued to Lessee is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, Lessee shall have the right to terminate this Agreement upon thirty (30) days written notice to Lessor, whereupon this Agreement shall become null and void and the parties shall have no further obligations to each other under the terms of this Agreement, excluding, however, the obligations set forth in Sections 9 and 11 (c) below. If any rental or other payments have been made by Lessee to Lessor before the effective date of termination, they shall be retained by Lessor.

(c) This Agreement should be further contingent upon receipt of required approval if any, from the Michigan Public Service Commission. If such approval is required, Lessor will seek same, at its sole cost and expense. In the event that approval if required, is not received, or in the event that such approval contains conditions that, in Lessor's sole but reasonable discretion are unfavorable from a business or water supply standpoint, the Lessor shall have the right to terminate this Agreement upon (30) days written notice to Lessee, whereupon this Agreement shall become null and void and the parties shall have no further obligations to each other under the terms of this Agreement, excluding, however, the obligations set forth in Section 9 and 12 (c) below. If any rental

payments have been made by Lessee to Lessor before the effective date of termination pursuant to this Section, they shall be returned to Lessee.

8. Termination.

Lessor may terminate this Agreement upon thirty (30) days prior written notice to Lessee in the event any governmental official, board, department or agency, including without limitation the Federal Environmental Protection Agency, United States Surgeon General, State Department of Environmental Protection, the State Department of Health, the Board of Public Utilities, or any court having jurisdiction over the subject matter herein addressed, determines by rule, regulation, law, administrative proceeding, judicial decision or any of the following:

(a) (i) that Lessee's Facilities prevent the full use of the Tank or other water supply, transmission and distribution facilities at the Premises; or (ii) that Lessee's Facilities interfere with the operation of a public water supply; or (iii) that the operations conducted by Lessee create a hazard or potential hazard. Upon notice of such determination, Lessee shall immediately take such measures as shall be reasonably appropriate to eliminate such hazard, if applicable, or cease operation until Lessee can so eliminate such applicable hazard. In the event Lessee is unsuccessful or unable to eliminate the hazard with such thirty-day period, or Lessee determines its operation at the Premises would be adversely affected by operational changes required to comply with this subparagraph, either party may terminate this Agreement.

(b) If at any time, Lessor shall reasonably determine that this Agreement adversely interferes with the efficient operation of Lessor's water operations at the Premises, Lessor shall have the right to give notice of termination of this Agreement upon thirty (30) days written notice, notwithstanding the commencement of any term or renewal option of this Agreement. In the event Lessor shall give a notice of termination, Lessee shall have the option to take whatever steps are necessary, at Lessee's sole expense to remedy any interference within a reasonable specific period of time as Lessor may determine. In the event Lessee is unable to remedy the interference, Lessor shall have the right to terminate this Agreement and render it null and void.

(c) If at any time, Lessee's Facilities interfere with radio transmission to Facilities equipment lawfully located on the Premises prior to Lessee's Facilities having been placed on the Premises, subject to the provisions of paragraph 13.

(d) Lessee may terminate this agreement without further liability except for payments already made to Lessor on prior written notice as follows: (i) for any reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Rental Commencement Date; or on ninety (90) days prior written notice (ii) if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iii) if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including without limitation, signal interference.

9. Removal of Lessee's Facilities Upon Termination. Lessor agrees that no part of the improvements constructed, erected or placed by Lessee on the Premises shall become, or be considered as being affixed to or a part of, the Premises. It is the specific intention of Lessor that all improvements of every kind and nature constructed, erected or placed by Lessee on the Premises shall be and remain the property of Lessee. Lessee, upon termination of this Agreement, shall within ninety (90) days, remove such improvements, including, without limitation Lessee's Facilities, including all of Lessee's equipment building, pipes, wires and conduits, from the Premises. The Premises including the Tank, shall be returned to a condition that reasonably matches its original condition, reasonable wear and tear excepted. Lessee shall compensate Lessor, on a pro rata basis, for each day said improvements remain on the Premises after termination of this Agreement, at the semi-annual rental rate at the time of termination, until such time as removal of the improvements is completed. The Lessee warrants that restoration shall be performed in compliance with all local, state and federal laws governing the use of Facilities.

10. Waiver of Lessor's Lien. Lessor hereby (a) waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent; (b) acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangement with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral, (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

11. Maintenance of Lessee' Facilities; Compliance with Law.

(a) Lessee agrees that Lessee's Facilities to be installed in or on the Premises pursuant to this Agreement will be installed, maintained, inspected and tested pursuant to, and Lessee will comply at its sole cost and expense with all applicable rules and regulations of the FCC, the FAA, and all applicable federal, state and local laws and regulations. Lessee further agrees to comply, at its sole cost and expense, with any such rules, regulations, laws and policies applicable to the use of the Premises by Lessee.

(b) Upon completion of the installation of Lessee's Facilities; but before it is placed into service; the Lessee shall furnish to the Lessor copies of lien waivers signed by all suppliers and contractors involved with the antenna installation. If, because of any act or omission of the Lessee, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against the Premises, the Lessee shall, at its cost and expense, cause the same to be discharged of record, by bond or otherwise, within thirty (30) days after the Lessee has received notice of the filing of same.

(c) If, because of any act or omission of the Lessee, there is any violation, including without limitation a violation of any environmental, land use or other governmental laws, ordinances, rules, regulations, directive, policies, orders, judicial determinations or the like related to the Leased Premises, it shall be Lessee's sole obligation, at its sole cost and expense, to immediately (and in no event more than thirty (30) days after notice of such violation) commence to cure or remove same.

(d) It is hereby agreed that Lessee shall be solely responsible, at its own cost and expense, for obtaining and maintaining governmental approvals that may be required by any federal, state or local authority for the uses and improvements desired by Lessee pursuant to this Lease. Lessor agrees to cooperate with Lessee in Lessee's efforts to obtain such governmental approvals by executing any consents reasonably necessary to obtain such approvals. Lessee will be required to furnish evidence of all approvals to Lessor prior to erecting the Facilities.

(e) Lessor represents that to the best of its knowledge, the Premises has never been used or allowed to be used by Lessor, or to the best of Lessor's knowledge, any previous owner, to emit (through ground or air), refine, manufacture, generate, produce, store, contain, handle, transfer, process, treat or transport hazardous substances or hazardous wastes or pollutants, except with respect to the normal maintenance activities in connection with the painting of storage tanks, rehabilitation of stations, tanks and controls in compliance with all laws, and the treatment of water for potable uses. Lessor agrees to defend, indemnify and hold Lessee harmless from any environmental conditions which preexist Lessee's right to use and occupy the site.

(f) The Lessor assumes no responsibility or liability in connection with any law, ordinance, rule or regulation of a public or governmental body that may limit, affect, regulate, or prohibit the use of or the installation by Lessee of the Facilities for the purposes herein addressed.

(g) It is agreed that if because of Lessee's operations on the Premises, any laws or regulations of the FAA, the FCC or any governmental agency or body having jurisdiction require or recommend that Lessee's Facilities and/or Tank be lit and/or marked, Lessee shall install and maintain such lighting and/or markings. Any such markings or lighting shall be in compliance with all applicable governmental regulations, including but not limited to municipal regulations. Lessee shall be solely responsible for obtaining any required permits or other authorizations for such markings or lighting. In the event that such lighting and markings are required as a result of Lessee's and any other uses of the Premises, Lessee shall pay all or its proportionate share (total cost divided by number of users with similar uses at the Premises, if any) of the total cost of such lighting or markings, as additional rent, within fifteen (15) days of receipt of an invoice for such charges. In no event, however, shall Lessee be responsible for the installation or maintenance of any lighting or markings required solely by the operations of Lessor or any other tenant at the Premises. Lessor will permit Lessee access to all

portions of the Premises that Lessee may need in order to check and replace such required or recommended lighting or markings.

12. Maintenance of Premises.

(a) Lessor shall maintain the Premises in reasonable condition for the intended use by Lessee.

(b) The parties recognize that Lessor will periodically need to perform structural, cosmetic and other maintenance or repairs, including, without limitation, tank painting (the "Tank Maintenance") on the Tank upon which the Lessee's Facilities are located. The Tank Maintenance may be accomplished pursuant to a schedule or otherwise, as determined by Lessor in its sole discretion, to assure the integrity and longevity of the Tank. Lessor agrees to provide a minimum of ninety (90) days notice to Lessee of its intention to perform such Tank Maintenance, except in emergencies, where notice shall be given by telephone as soon as practicable. Upon such notice, Lessee shall remove Lessee's Facilities, at Lessee's sole cost and expense, to prevent damage to same. Lessor agrees to consider the option of performing Tank Maintenance with Lessee's Facilities in place. In the event Lessor agrees to Tank Maintenance while allowing Lessee's Facilities to remain in place, any additional costs incurred by Lessor shall be immediately reimbursed by Lessee upon receipt of a written statement for said additional costs. In the event Lessor agrees to perform Tank Maintenance and leave Lessee's Facilities in place, Lessor shall not be responsible for any damage to Lessee's Facilities which incur during said maintenance. Lessor will inform Lessee upon completion of the Tank Maintenance so that Lessee may, at its sole cost and expense, reattach the Facilities. During the maintenance period, Lessee shall have the right to install portable/temporary facilities at a distance of no greater than 100 feet from Tank. Lessee's placement of such temporary/portable facilities on the Premises shall not interfere with Lessor's Tank Maintenance. Such temporary/portable facilities are subject to the other terms and conditions of this Agreement, including, without limitation, Lessee's obligation to obtain all necessary permits and approvals. Lessor agrees that Tank Maintenance shall be performed as expeditiously as is reasonably possible. Lessor shall not be responsible for any extended system outages resulting from Lessor's need for unusually extensive Tank Maintenance and any inability of Lessor to accommodate a relocation of Lessee's antennas to keep them operational. If such Tank Maintenance requires Lessee to shut down Lessee's Facilities for more than ten (10) days, the rent payable hereunder shall abate during any such period during which Lessee cannot operate Lessee's Facilities. If such work requires Lessee to shut down Lessee's Facilities for more than ninety (90) days, Lessee shall have the right to terminate this Agreement upon written notice to Lessor.

(c) In the event that any governmental authority requires additional water tests by virtue of Lessee's and any other uses of the Premises, Lessee shall pay all or it proportionate share (total cost divided by number of users with similar uses at the Premises, if any) of the total cost of such tests, as additional rent, within fifteen (15) days of receipt of an invoice for such charges. Lessor shall notify Lessee in advance that such

tests must be performed and provide Lessee with an estimate of the costs associated with such tests. Lessee's obligation to pay all or its proportionate share of such water tests arising out of Lessee's use of the Premises shall survive the termination of this Agreement.

(d) Lessor shall have the right, at its sole cost and expense, upon sixty (60) days advance written notice to Lessee, to modify the Tank as it deems necessary for its water system operations. Any costs and expenses associated with modifications to Lessee's Facilities resulting from Lessor's modifications to the Tank shall be the sole responsibility of Lessee.

13. Non-Exclusive Use; Interference with Intended Use.

(a) The rights herein provided are not exclusive and the Lessor reserves the right to lease the portion of the land and tank not leased to Lessee under this agreement to more than one individual or entity for any use or purpose, provided that any future third party use does not unduly interfere with the Lessee's rights as set forth herein. The Lessor reserves the right to install its own antenna or antennas on the Premises for its own use.

(b) Lessee acknowledges that Lessor's primary concern is the operation of a water supply, transmission and distribution facility. At no time shall Lessee's use or actions under this Agreement interfere with such operation.

(c) Lessee acknowledges that Lessor currently has, or may in the future have, agreements with police, fire, ambulance, other emergency services, and other cellular mobile telephone businesses for antenna facilities at the Premises, whose facilities may not be unreasonably interfered with. Lessee agrees not to interfere with currently existing radio transmission or reception equipment lawfully located and operated on the Premises owned by Lessor or another Lessee or licensee on the Premises. If Lessee should cause such interference, Lessee shall eliminate such interference within a reasonable period of time, not to exceed thirty (30) days after notice thereof, or Lessor may thereafter elect to terminate this Agreement. Lessee agrees to cooperate with Lessor to eliminate interference caused by Lessee to radio transmission or reception equipment placed on the Tank after Lessee's Facilities. Lessor represents that similar provisions as those set forth above will be contained in any agreements with other users for future antenna facilities at the Premises.

(d) Lessee will not alter Lessee's Facilities in any way that will cause any interference with the use of the Tank by Lessor or any other uses on the Premises. In the event of any material interference, Lessee shall take all steps necessary to correct and eliminate the interference within ten (10) days after receipt of written notice of such interference. If such interference cannot be remedied within the 10 days period, Lessor may require Lessee to shut down its equipment, except for intermittent testing, until such interference is remedied, if Lessee's interference cannot be remedied within 30 days from Lessors written request, either party may terminate the agreement in accordance with the provisions of this lease. Lessor represents that similar provisions as those set forth

above will be contained in any agreements with other users for future antenna facilities at the Premises.

(e) Claims by or against the parties and/or other Tank users regarding interference and any disagreements regarding the existence and sources of interference shall be resolved consistent with the following general principals, subject to the users' respective leases, or as may be otherwise agreed by the parties involved in the claim or disagreement.

- (i) Time is of the essence.
- (ii) Interference claims should be specifically described, and whenever possible, specify the alleged or potential sources and proposed or requested corrective measures.
- (iii) Parties alleged to be causing interference shall voluntarily implement requested corrections whenever possible, consistent with their analysis of the claim.
- (iv) Parties causing or contributing to interference shall be responsible for the costs of correction.
- (v) Where requested or suggested corrections are voluntarily implemented and do not correct the interference, the cost of implementation and restoration to the prior condition shall be the responsibility of the party who made the request or suggestion.
- (vi) Disputes regarding the existence and/or sources of claimed interference shall be resolved, when necessary, by objective analysis and opinion of an independent expert, to be selected immediately upon the parties involved in an interference claim reaching an impasse (as declared by one or more parties) from names submitted by the parties involved in the dispute or designated by Lessor, if Lessor is not involved in the dispute, with the cost of the independent expert to be paid pro rata by the parties found to be causing or contributing to the interference. The independent expert selected shall be directed to expedite the required determinations and recommendations.
- (vii) Except where the independent expert has provided written notice of impossibility and the reasons therefore, to the Lessor and parties involved in an interference claim, the determinations and any recommendations for correction or interference by the independent expert shall be made in writing within one (1) month of selection and be binding upon, and immediately implemented by, the responsible parties.

(f) Lessee agrees not to unduly interfere with the television or radio reception of adjacent residential property owners.

14. Indemnification.

(a) Lessor and Lessee agree to indemnify and hold harmless the other party from all claims, liabilities, damages, losses, costs and expenses, including reasonable legal fees and disbursements incurred by the other party to extent resulting from any injury or damage to person or property arising in connection with the other party's operations on, use of or access to the Premises or work related thereto or on account of any claims under Worker's Compensation or employees' disability relating to that parties operations on, use of or access to or over the Premises, including without limitation the installation, maintenance, operation, replacement, repair and removal of Lessee's Equipment.

(b) Notwithstanding the foregoing, in no event shall either party be liable to the other for indirect special, incidental, exemplary or consequential damages, including but not limited to, loss of profits or revenues, or claims of Lessee's customers arising out of this Agreement.

(c) Lessor shall not be responsible for any loss or damage to property, materials or equipment on the Premises, resulting from theft, vandalism or other casualty unless the result of Lessors negligence.

15. Insurance.

Lessee shall maintain for the duration of this Lease, at its own expense, Workers' Compensation and Employer's Liability, Comprehensive General Liability including Contractual Liability, and Automobile Liability insurance coverage, with limits at or above those described below. Lessee's contractors shall be required to maintain the same insurance limits. If Lessee obtains insurance on a claims-made basis, such insurance shall be maintained for at least three (3) years after the termination of this Lease or any extension or renewal thereof. All insurance policies, except Workers' Compensation and employer's liability, shall be endorsed to include Lessor as an additional insured. Each year, on the anniversary of the lease agreement, the Lessee shall provide the Lessor an updated certificate of insurance.

Certificates of insurance shall be issued to Lessor, by an insurance carrier(s) with a minimum policyholder and financial rating of "AIX" or better in the then current edition of Best's Insurance Guide evidencing the required insurance. Such insurance shall not be cancelled or materially altered without first providing Lessor a thirty (30) day advance written notice.

Workers' Compensation

\$500,000 per occurrence

Employer's Liability	\$1,000,000
Comprehensive General and Contractual Liability	
Bodily Injury	\$1,000,000 per occurrence \$5,000,000 aggregate
Premises Damage	\$1,000,000 per occurrence \$5,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence \$1,000,000 aggregate
Umbrella Liability	\$5,000,000

Any insurance required to be provided by Lessee under this Section may be provided by a blanket insurance policy, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required.

The parties agree to waive rights of subrogation with regard to property damage arising out of all-risk exposures.

Lessor shall carry throughout the term of this Lease comprehensive general liability insurance for bodily injury and/or property damage, and property insurance, as is customarily held by companies with similar operations.

16. Default by Lessee. If Lessee defaults in the payment of the rent herein agreed to be paid and such default is not cured within fifteen (15) days after receipt by Lessee of written notice of such default, Lessor may terminate this Agreement upon written notice to Lessee. If either party defaults in the performance of any other covenant or agreement herein contained and such default is not cured within thirty (30) days after receipt of written notice of such default, the party not in default may terminate this Agreement upon thirty (30) days written notice; provided, however, where any such default cannot reasonably be cured within thirty (30) days, the party not in default may not terminate this Agreement if the party in default commences to cure such default within the thirty (30) days period and thereafter diligently pursues such cure to completion.

17. Fire or Other Unavoidable Casualty. In the event the Premises or any part thereof shall at any time during the term of this Agreement or any renewal thereof be destroyed by fire or other casualty so as to be unfit for Lessee's occupancy and intended use hereunder, and the Premises cannot reasonably be restored or rebuilt by Lessor within one hundred and twenty (120) days, this Agreement shall, at the option of Lessee or Lessor, terminate, and rent shall be abated for the unexpired portion of this Agreement, effective as of the date of such casualty. If the Premises can be restored or rebuilt within

one hundred and twenty (120) days, Lessor shall, with due diligence, restore or rebuild the Premises, provided that Lessor, in its sole discretion, deems such restoration or rebuilding necessary or useful for its water utility operations, and the rent payable hereunder during the period the Premises is untenable shall be adjusted equitably. Nothing herein shall be interpreted to mean that Lessor shall have any obligation or responsibility to rebuild or restore any of the Lessee's Facilities, which must be installed, maintained and operated by Lessee in the event of a casualty or otherwise.

18. Covenants of Lessor. Lessor covenants and agrees that:

(a) Lessee shall have quiet and peaceful use and enjoyment of the Premises during the term of this Agreement for its permitted uses, provided Lessee is not in default of any of the terms and conditions of this Agreement.

(b) To the best of its knowledge after making reasonable inquiry, Lessor solely owns the land in fee simple.

(c) Lessor is duly organized, formed, validly existing and in good standing under the laws of the State of Michigan and has all rights, power and authority to make this Agreement and bind itself through the party set forth as signatory below.

19. Covenants of Lessee. Lessee covenants and agrees that:

(a) Lessee covenants and agrees that Lessee's Facilities and the installation, operation and maintenance thereof will not damage or impair the strength of the Tank or other facilities of Lessor or in any way interfere with Lessor's providing public water service.

(b) Lessee is duly organized, formed, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in the State of Michigan and has all rights, power and authority to make this Agreement and bind itself through the party set forth as signatory below.

20. Sale of the Premises. Should Lessor, at any time during the term of this Agreement, sell all or any part of the Premises, to a purchaser other than Lessee, such sale shall be under and subject to this Agreement and Lessee's rights hereunder.

21. Remedies Cumulative. No remedy herein conferred upon or reserved to Lessor or Lessee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute.

22. Assignment. This Agreement may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Premises is located by

reason of a merger, acquisition or other business reorganization. As to other parties, upon written request by Lessee, which approval will not be unreasonably withheld, conditioned or delayed, Lessee shall have the right to assign or transfer its rights under this Agreement, subject to the assignee assuming all of the Lessee's obligations herein. Upon assignment or transfer, Lessee shall be relieved of all future performance, liabilities and obligations under this Agreement. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of the Lessor's obligations herein, including, but not limited to, those set forth in Section 10 ("Waiver of Lessor's Lien"). This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect or guaranties thereof.

23. Notices. Any written notice provided for herein shall be given in writing and shall be deemed validly given if delivered by personal delivery, overnight air carrier service, or certified or registered United States mail, postage prepaid, return receipt requested, addressed as follows:

Lessor: City of Wyoming  
1155 - 28th St., SW  
Wyoming MI 49509  
Attention: Heidi Isakson, Wyoming City Clerk

with a copy to: Gerald H. Caron  
Drinking Water Plant Superintendent  
City of Wyoming Water Treatment Plant  
16700 New Holland Road  
Holland, MI 49424

and a copy to: Mike Averill  
Operations Supervisor  
City of Wyoming Water Treatment Plant  
16700 New Holland Road  
Holland, MI 49424

Lessee: New Par d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attention: Network Real Estate

Notice shall be deemed effective upon receipt. The place for delivery of notice may be changed from time to time by either party by written notice given to the other party. In the event of an emergency on the Premises, Lessor may contact Lessee's Network Operations Center seven (7) days a week, twenty-four (24) hours a day, at (800) 852-2671.

24. Waiver of Lien. Lessor hereby waives any lien rights that it may have concerning Lessee's communications equipment installed on the premises pursuant to this agreement.

25. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Michigan.

26. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties hereto, and no verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made by a writing signed by Lessor and Lessee.

27. Headings. Paragraph headings of this Agreement are inserted only for reference and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms or provisions.

28. Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and permitted assigns of the parties hereto. This Agreement shall not create any rights for the benefit of third parties not a party to this Agreement.

29. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

30. No Waiver. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

(Signature page follows)

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

LESSOR:

ATTEST:

CITY OF WYOMING, a Michigan Municipal Corporation

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Jack A. Poll, Its Mayor

Date: \_\_\_\_\_, 201\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Heidi Isakson, Its City Clerk

Date: \_\_\_\_\_, 201\_\_

**APPROVED AS TO FORM:**

*Jack A. Poll*

LESSEE:

NEW PAR, a Delaware partnership, d/b/a Verizon Wireless

By: Verizon Wireless (VAW) LLC,  
a Delaware limited liability company,  
its general partner

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Lynn Ramsey, Area Vice President Network

Date: \_\_\_\_\_, 201\_\_

Exhibit A

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

Parcel 1:

Part of the Southwest 1/4 of Section 34, Town 6 North, Range 12 West, described as: Commencing at the West 1/4 corner; thence South 88 degrees 10 minutes 25 seconds East along the East and West 1/4 line 673.23 feet; thence Southeasterly 572.08 feet along a 745 foot radius curve to the right the long chord bears South 65 degrees 10 minutes 21 seconds East 558.14 feet; thence South 43 degrees 10 minutes 25 seconds East 28.69 feet to the place of beginning of this description; thence South 43 degrees 10 minutes 25 seconds East 400.85 feet; thence Southeasterly 514.92 feet along a 655 foot radius curve to the left the long chord bears South 65 degrees 41 minutes 42 seconds East 501.77 feet; thence South 88 degrees 12 minutes 56 seconds East to a point 110.06 feet North 88 degrees 12 minutes 56 seconds West from the North and South 1/4 line; thence North 45 degrees 40 minutes 05 seconds East along Westerly line of Gezon Court 34.66 feet; thence North 0 degrees 26 minutes 53 seconds West 640.60 feet to the East and West 1/4 line; thence West along East and West 1/4 line North 88 degrees 10 minutes 25 seconds West to a point which is 1000 feet West from center of section; thence North to a line which extends West from a point 242.57 feet North along the North and South 1/4 line from center of Section to appoint 244.12 feet North along West Section line from the West 1/4 corner; thence West along said extended line to a line bearing North 0 degrees 21 minutes 07 seconds West from beginning; thence South 0 degrees 21 minutes 07 seconds East 434.17 feet to beginning.

Tax Parcel Identification No. 41-17-34-300-024

Parcel 2:

The South 1/2 of the West 3/4 of the Southwest 1/4 of the Northeast 1/4 Also the East 1000 feet of the following description: Part of the Northwest 1/4, Commencing at the West 1/4 corner; thence East along the East and West 1/4 line to center of section; thence North along the North and South 1/4 line 786.81 feet; thence Westerly to a point on the West Section line which is 791.28 feet North from the beginning; thence South to beginning Section 34, Town 6 North, Range 12 West.

Commonly known as: 5651 Gezon Court, Wyoming, Michigan.

Tax Parcel Identification Number: 41-17-34-201-004

Exhibit B

Lessee's Facilities shall consist of:

- (1) up to twelve (12) directional panel antennas and necessary coaxial cable.
- (2) An area of approximately 12 feet by 20 feet for placement of an equipment shelter and generator and necessary utilities on a concrete pad to be located adjacent to the Tank.

Exhibit C

The survey of the Premises is attached hereto.



Exhibit D

The approved form of a memorandum of agreement is attached hereto.

Drafted By and Upon  
Recording, Return to:

Daniel J. Schairbaum, Esq.  
Dykema Gossett PLLC  
400 Renaissance Center  
Detroit, Michigan 48243

STATE OF MICHIGAN                    )  
  )  
COUNTY OF KENT                    )

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, between the City of Wyoming, a Michigan municipal corporation, with a mailing address of 1155 - 28<sup>th</sup> Street, S.W., Wyoming, Michigan, hereinafter referred to as "LESSOR," and NEW PAR, a Delaware partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. LESSOR and LESSEE entered into an Agreement (the "Agreement") on \_\_\_\_\_, 201\_\_ for an initial term of three (3) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional three (3) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least ninety (90) days prior to the end of the then current term.
2. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Tower, located at 5651 Gezon Court, Wyoming, Michigan, as shown on the Tax Map of the County of Kent as a portion of Tax Parcel No. 41-17-34-300-024 and Tax Parcel No. 41-17-34-201-004 and being part of that real property further described in Liber 1980, Page 1004, Liber 190, Page 1005, Liber 4112, Page 4 and Liber 2008, Page 1193, as recorded in the Office of the Register of Deeds for Kent County (the entirety of LESSOR's property is referred to

hereinafter as the "Property"), together with a twelve foot (12') by thirty foot (30') parcel of property containing three hundred sixty (360) square feet for the installation of LESSEE's equipment building and other equipment, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty foot (20') wide right of way extending from the nearest public right-of-way, Gezon Court SW, to the demised premises. The tower space, demised premises and right-of-way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B. In the event any public utility is unable to use the aforementioned right-of-way, the Lessor has agreed to grant an additional right-of-way either to the Lessee or to the public utility at no cost to the Lessee.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is set forth in the Agreement.
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signature Page Follows]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR:**

CITY OF WYOMING, a Michigan municipal corporation

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

Name: Jack A. Poll

Its: Mayor

Date: \_\_\_\_\_

and

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

Name: Heidi Isakson

Its: City Clerk

Date: \_\_\_\_\_

**LESSEE:**

NEW PAR, a Delaware partnership, d/b/a Verizon Wireless

By: Verizon Wireless (VAW) LLC, a Delaware limited liability company, its general partner

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

Name: Lynn Ramsey

Its: Area Vice President Network

Date: \_\_\_\_\_

STATE OF MICHIGAN )

COUNTY OF KENT )

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that Jack A. Poll and Heidi Isakson personally came before me this day and acknowledged that he/she is the Mayor and the City Clerk, respectively, of the City of Wyoming, a Michigan municipal corporation, and that he/she, as the Mayor and the City Clerk, respectively, being authorized to do so, executed the foregoing Memorandum of Agreement on behalf of the City of Wyoming.

WITNESS my hand and official Notarial Seal, this \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )

COUNTY OF COOK )

**ACKNOWLEDGMENT**

On \_\_\_\_\_, 201\_\_, before me, \_\_\_\_\_, notary public, personally appeared Lynn Ramsey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official Notarial Seal, this \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Illinois  
Acting in Cook County, Illinois  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY AND THE PREMISES**

**Property:**

A parcel of land in the City of Wyoming, County of Kent, State of Michigan, described as follows:

**Parcel 1:**

Part of the Southwest 1/4 of Section 34, Town 6 North, Range 12 West, described as: Commencing at the West 1/4 corner; thence South 88 degrees 10 minutes 25 seconds East along the East and West 1/4 line 673.23 feet; thence Southeasterly 572.08 feet along a 745 foot radius curve to the right the long chord bears South 65 degrees 10 minutes 21 seconds East 558.14 feet; thence South 43 degrees 10 minutes 25 seconds East 28.69 feet to the place of beginning of this description; thence South 43 degrees 10 minutes 25 seconds East 400.85 feet; thence Southeasterly 514.92 feet along a 655 foot radius curve to the left the long chord bears South 65 degrees 41 minutes 42 seconds East 501.77 feet; thence South 88 degrees 12 minutes 56 seconds East to a point 110.06 feet North 88 degrees 12 minutes 56 seconds West from the North and South 1/4 line; thence North 45 degrees 40 minutes 05 seconds East along Westerly line of Gezon Court 34.66 feet; thence North 0 degrees 26 minutes 53 seconds West 640.60 feet to the East and West 1/4 line; thence West along East and West 1/4 line North 88 degrees 10 minutes 25 seconds West to a point which is 1000 feet West from center of section; thence North to a line which extends West from a point 242.57 feet North along the North and South 1/4 line from center of Section to appoint 244.12 feet North along West Section line from the West 1/4 corner; thence West along said extended line to a line bearing North 0 degrees 21 minutes 07 seconds West from beginning; thence South 0 degrees 21 minutes 07 seconds East 434.17 feet to beginning.

**Parcel 2:**

The South 1/2 of the West 3/4 of the Southwest 1/4 of the Northeast 1/4 Also the East 1000 feet of the following description: Part of the Northwest 1/4, Commencing at the West 1/4 corner; thence East along the East and West 1/4 line to center of section; thence North along the North and South 1/4 line 786.81 feet; thence Westerly to a point on the West Section line which is 791.28 feet North from the beginning; thence South to beginning Section 34, Town 6 North, Range 12 West.

Commonly known as: 5651 Gezon Court, Wyoming, Michigan.

Tax Parcel Identification Number: 41-17-34-300-024 (as to Parcel 1) and 41-17-34-201-004 (as to Parcel 2)

**Exhibit "A"**

Memorandum of Agreement – Site MI-6853 (Wyoming WT)  
DET02444952.3  
IDUGG - 0266051832

Premises:

Commencing at the West 1/4 corner of Section 34, T6N, R12W, City of Wyoming, Kent County, Michigan; thence S 88°10'25" E 2592.00 feet along the East-West 1/4 line of said Section 34; thence N 01°49'35" E 17.00 feet; thence N 87°40'38" W 665.00 feet; thence S 07°30'02" W 455.00 feet; thence S 37°29'05" W 30.00 feet; thence N 87°32'46" W 70.00 feet; thence S 45°28'51" W 30.00 feet; thence S 02°22'44" W 90.00 feet; thence S 87°37'16" E 40.00 feet; thence N 02°22'44" E 10.00 feet to the POINT OF BEGINNING:

thence N 87°37'16" W 12.00 feet;  
thence N 02°22'44" E 30.00 feet;  
thence S 87°37'16" E 12.00 feet;  
thence S 02°22'44" W 30.00 feet to the POINT OF BEGINNING; being a part of the Southwest 1/4 of Section 34, T6N, R12W, City of Wyoming, Kent County, Michigan; containing 360 square feet; together with a 3 foot wide non-exclusive easement for ice bridge, a 3 foot wide non-exclusive easement around the equipment for the ground ring, two (2) 5 foot by 3 foot non-exclusive easement for stoops and a variable width non-exclusive easement around a propane tank and for connection between propane tank and equipment shelter; subject to easements and restrictions of record, if any;

Together with rights of ingress and egress along a 20 foot wide route, the centerline of which is described as follows:

Commencing at the West 1/4 corner of Section 34, T6N, R12W, City of Wyoming, Kent County, Michigan; thence S 88°10'25" E 2592.00 feet along the East-West 1/4 line of said Section 34 to the POINT OF BEGINNING:

thence N 01°49'35" E 17.00 feet;  
thence N 87°40'38" W 665.00 feet;  
thence S 07°30'02" W 455.00 feet;  
thence S 37°29'05" W 30.00 feet;  
thence N 87°32'46" W 70.00 feet;  
thence S 45°28'51" W 30.00 feet;  
thence S 02°22'44" W 90.00 feet;

thence S 87°37'16" E 40.00 feet to the POINT OF ENDING; being a part of the Northwest 1/4 and Southwest 1/4 of Section 34, T6N, R12W, City of Wyoming, Kent County, Michigan; and subject to easements and restrictions of record, if any.

Exhibit "A"

Memorandum of Agreement – Site MI-6853 (Wyoming WT)  
DET02444952.3  
IDJGG - 026605\1832

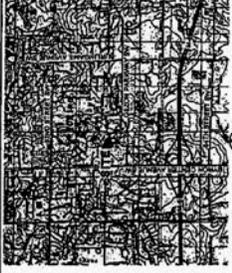
**EXHIBIT B**

**SURVEY**

[See Attached]

Exhibit "B"

Memorandum of Agreement – Site MI-6853 (Wyoming WT)  
DET02\444952.3  
IDJGG - 026605\1832



**LOCATION**  
 Vicinity sketch showing the location of the site within the street grid. The site is located at the intersection of Gezon Court SW and Parkway SW.

**LEGAL DESCRIPTION OF LEASE AREA**  
 The lease area is located in the City of Wyoming, Kent County, Michigan. The legal description of the lease area is as follows: [Detailed legal description text]

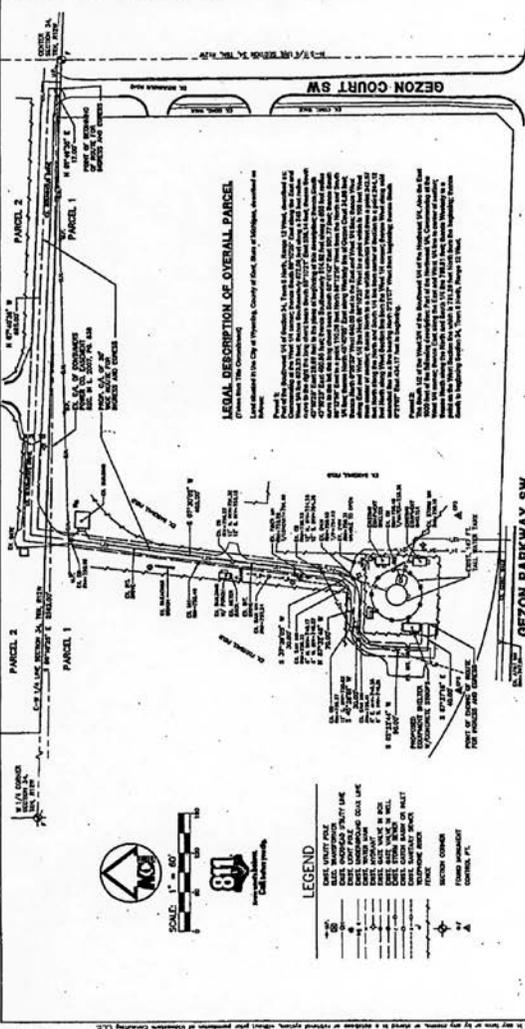
**NOTE**  
 The applicant warrants that the information provided in this plan is true and correct to the best of their knowledge and belief. The applicant also warrants that the information provided in this plan is not intended to be used for any purpose other than the one for which it was prepared.

**PROPERTY INFORMATION**  
 The property is located in the City of Wyoming, Kent County, Michigan. The property is owned by [Property Owner Name]. The property is currently used for [Property Use].

**APPLICANT/LESSEE**  
 [Applicant/Lessee Name]  
 [Address]  
 [City, State, Zip]

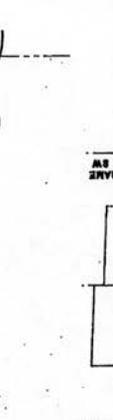
**PROFESSIONAL INFORMATION**  
 [Professional Name]  
 [Title]  
 [Address]  
 [City, State, Zip]

**STATE OF MICHIGAN**  
**JAMES A. FISHER**  
**ENGINEER**  
**NO. 24888**  
**PROFESSIONAL SEAL**

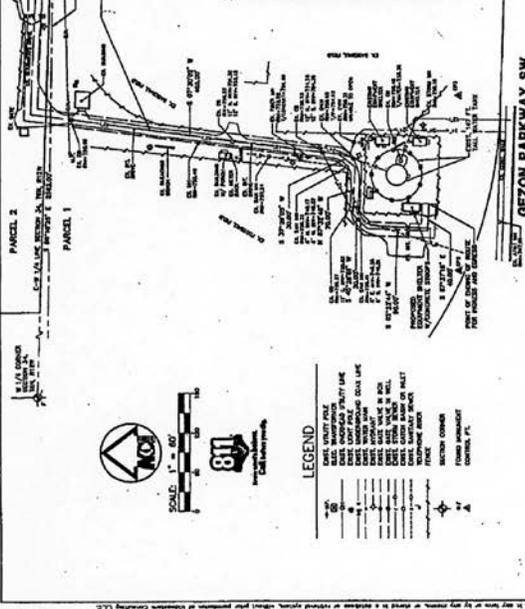


**LEGAL DESCRIPTION OF OVERALL PARCEL**  
 The overall parcel is located in the City of Wyoming, Kent County, Michigan. The legal description of the overall parcel is as follows: [Detailed legal description text]

**NOTE**  
 The applicant warrants that the information provided in this plan is true and correct to the best of their knowledge and belief. The applicant also warrants that the information provided in this plan is not intended to be used for any purpose other than the one for which it was prepared.

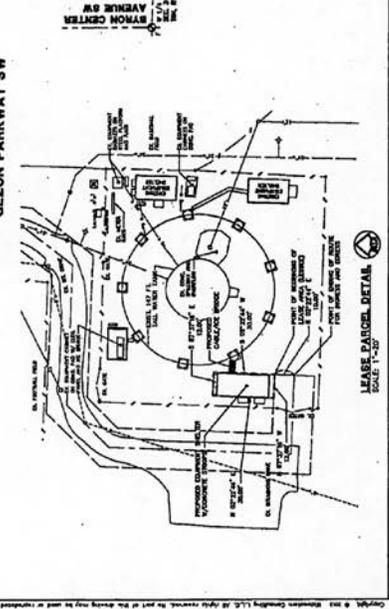


**OVERALL PARCEL SKETCH**  
 SCALE 1"=500'



**LEGEND**  
 [Legend symbols and descriptions for site plan elements]

**SCALE**  
 1" = 60'



**LEASE PARCEL DETAIL**  
 SCALE 1"=50'

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

RESOLUTION TO AWARD A BID FOR  
GRINDING AND DISPOSAL OF BRUSH 2013-2016

WHEREAS:

1. On August 6, 2013, the City received four bids for the Grinding and Disposal of Brush 2013-2016.
2. The Public Works Department recommends that the City Council award the bid to perform the grinding and disposal of brush for 2013-2016 to the low bidder, Renewed Earth, Inc., at \$1.95 per Yard.
3. The Public Works Department anticipates spending approximately \$84,825 for the grinding and disposal of brush over a three year period.
4. Sufficient funds are available in the Solid Waste Service Account: 230-441-44300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

The City Council hereby awards the bid to perform the Grinding and Disposal of Brush, 2013-2016 to the lowest bidder, Renewed Earth, Inc.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 19, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:  
Staff Report

## STAFF REPORT

DATE: August 12, 2013

SUBJECT: Bid Award, Grinding and Disposal of Brush, 2013-2016

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: August 19, 2013

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### RECOMMENDATION

It is recommended that the City Council award the bid to perform the grinding and disposal of brush for 2013-2016 to the low bidder, Renewed Earth, Inc.

### SUSTAINABILITY CRITERIA

#### Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The Contractor shall be responsible for the disposal of all wooden yard waste in a manner approved by the Michigan Department of Environmental Quality (MDEQ).

#### Social Equity

The Yard Waste Facility is available to the City's residents without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's Yard Waste Facility.

#### Economic Strength

By providing the Yard Waste Facility, the residents have another option for yard waste removal, decreasing the potential for street flooding caused by plugged catch basins.

### DISCUSSION

The grinding and disposal of brush consists of grinding, hauling, and disposing of wooden yard waste the residents of Wyoming drop off at the Public Works Department's Yard Waste Facility.

Bids are received every three years in order to acquire quality services. On Tuesday, August 16, 2013, the City received four bids for grinding and disposal of brush. The bid specifications were sent to four pre-qualified bidders.

### BUDGET IMPACT

Based on the estimated quantities, the Public Works Department anticipates spending approximately \$84,825 for the grinding and disposal of brush over a three year period. The total bid is an increase of 8% from the previous bid's pricing.

Sufficient funds are available in the Solid Waste Service Account: 230-441-44300-956.000.

BID TABULATION

**Grinding and Disposal of Brush**

**Bid Tabulation**

Bid Opening: Tuesday, August 6, 2013 at 11:00am

Fiscal Year	Est. Qty. (Yds.)	<i>KLS / Renewed Earth</i>		<i>Compost Soil Technologies / Spurt</i>		<i>Michigan Wood Fibers</i>		<i>Brink Wood Products</i>	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
2013-2014	14,000	\$1.95	\$27,300.00	\$2.42	\$33,880.00	\$3.50	\$49,000.00	\$4.20	\$58,800.00
2014-2015	14,500	\$1.95	\$28,275.00	\$2.59	\$37,555.00	\$3.85	\$55,825.00	\$4.60	\$66,700.00
2015-2016	15,000	\$1.95	\$29,250.00	\$2.77	\$41,550.00	\$4.25	\$63,750.00	\$5.00	\$75,000.00
<b>TOTAL</b>			\$84,825.00		\$112,985.00		\$168,575.00		\$200,500.00

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

RESOLUTION TO AWARD A BID FOR  
BULK PICK-UP AND DISPOSAL OF LEAVES 2013-2016

WHEREAS:

1. On August 6, 2013, the City received three bids for the Bulk Pick-Up and Disposal of Leaves, 2013-2016.
2. The Public Works Department recommends that the City Council award the bid to perform the bulk pick-up and disposal of leaves for 2013-2016 to the low bidder, Renewed Earth, Inc., at \$13.70 per ton.
3. The Public Works Department anticipates spending approximately \$349,350 for the grinding and disposal of brush over a three year period.
4. Sufficient funds are available in the Solid Waste Service Account: 230-441-44300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

The City Council hereby awards the bid to the lowest bidder, Renewed Earth, Inc., to perform the Bulk Pick-Up and Disposal of Leaves, 2013-2016.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 19, 2013.

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:  
Staff Report

Resolution No. \_\_\_\_\_

## STAFF REPORT

DATE: August 12, 2013

SUBJECT: Bid Award, Bulk Pick-Up and Disposal of Leaves, 2013-2016

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: August 19, 2013

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### RECOMMENDATION

It is recommended that the City Council award the bid to perform the Bulk Pick-Up and Disposal of Leaves for 2013-2016 to the low bidder, Renewed Earth, Inc., at \$13.70 per ton.

### SUSTAINABILITY CRITERIA

#### Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The Contractor shall be responsible for the disposal of all leaves at a site that is approved by the Michigan Department of Environmental Quality (MDEQ) as a location for composting or land application of leaves.

#### Social Equity

The Yard Waste Facility is available to the City's residents without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's Yard Waste Facility.

#### Economic Strength

By providing the Yard Waste Facility, the residents have another option for yard waste removal, decreasing the potential for street flooding caused by plugged catch basins.

### DISCUSSION

The Bulk Pick-Up & Disposal of Leaves project consists of the pick-up and disposal of leaves the residents of Wyoming drop off at the Public Works Department's Yard Waste Facility.

Bids are received every three years in order to acquire quality services. On Tuesday, August 16, 2013, the City received three bids for the bulk pick-up and disposal of leaves. The bid specifications were sent to three pre-qualified bidders.

### BUDGET IMPACT

Based on the estimated quantities, the Public Works Department anticipates spending approximately \$349,350 for the bulk pick-up and disposal of leaves over a three year period. The total bid is a decrease of 6% from the previous bid's pricing.

Sufficient funds are available in the Solid Waste Service Account: 230-441-44300-956.000.

BID TABULATION

<p align="center"><b>Bulk Pick-Up and Disposal of Leaves</b>  <b>Bid Tabulation</b>                      Bid Opening: August 6, 2013</p>							
Fiscal Year	Est. Qty. (Tons)	<i>KLS / Renewed Earth</i>		<i>Compost Soil Technologies / Spurt</i>		<i>Michigan Wood Fibers</i>	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
2013-2014	8,000	\$13.70	\$109,600.00	\$13.98	\$111,840.00	\$27.00	\$216,000.00
2014-2015	8,500	\$13.70	\$116,450.00	\$14.96	\$127,160.00	\$30.00	\$255,000.00
2015-2016	9,000	\$13.70	\$123,300.00	\$15.99	\$143,910.00	\$32.00	\$288,000.00
<b>TOTAL</b>			\$349,350.00		\$382,910.00		\$759,000.00