



AGENDA
WYOMING CITY COUNCIL MEETING
PINERY PARK LODGE
MONDAY, JULY 20, 2026, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation – Barry Petrucci, Wyoming Park United Methodist Church**
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Approval of Minutes**
From July 6, 2026, Regular Meeting
- 6) Approval of Agenda**
- 7) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialogue or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
7:01 p.m. To Correct Special Assessment #26-825 Related to the
Costs for the Kent Industrial Center Median Irrigation System and
Maintenance Costs
- 8) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialogue or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. Parks and Recreation Month
- 10) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 11) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 12) Budget Amendments**
 - a) Budget Amendment No. 1 – To Appropriate an Additional \$212,176 of Budgetary Authority for the Purchase of Playground Equipment and to Recognize the Associated Grant Revenue
 - b) Budget Amendment No. 2 – To Appropriate an Additional \$76,250 of Budgetary Authority for the Jackson Park Playground Equipment

13) Consent Agenda

All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.

- a) To Confirm the Appointment of Julian Edouard as Director of the Downtown Development Authority for the City of Wyoming

14) Resolutions

- b) To Confirm a Correction to Special Assessment #26-825 Related to the Costs for the Kent Industrial Center Median Irrigation System and Maintenance Costs

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

- c) To Authorize the City Manager to Enter into an Agreement with Greater Level, LLC for Special Event and Police Services for the 2026 Metro Cruise Event
- d) To Authorize the City Manager and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company
- e) To Approve a Second Amendment to the 2013 Verizon Lease Agreement at the Gezon Elevated Water Storage Tank Site and Authorize the Mayor and City Manager to Execute the Amendment
- f) For Award of Bid
 - 1. Bridge Deck Epoxy Overlay – 54th Street and Clay Avenue over Buck Creek

16) Ordinances

17) Informational Material

18) Acknowledgment of Visitors

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

19) Closed Session

20) Adjournment

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

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

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

Date: July 7, 2026
Subject: Kent Industrial Center Special Assessment
From: Traci Shaffer, Treasurer
CC: John Shay, City Manager
Meeting Date: July 20, 2026

RECOMMENDATION:

It is recommended that the City Council approve a resolution to correct special assessment roll #26-825, related to the Maintenance Costs for Roger B Chaffee Memorial Boulevard medians.

ALIGNMENT WITH STRATEGIC PLAN:

- Maintaining the landscaped medians within the Kent Industrial Center supports the appearance and functionality of one of the City's primary industrial areas.
- Reallocating the increased costs to benefiting properties ensures fairness and compliance with the governing documents.

DISCUSSION:

On July 6th, 2026, the City Council approved a supplemental assessment of \$102,000.00 for the Kent Industrial Association to fund maintenance projects for the Roger B. Chaffee median. The intent was to assess a one-year installment in the same amount as the original assessment installment. A correction to the approved special assessment #26-825 is required. The attached resolution confirms the corrected roll.

BUDGET IMPACT:

The one-year special assessment remains budget-neutral.

Special Assessment Roll 26-825 Corrected Roll

8:37 AM

All Special Assessments
SUMMER/WINTER SEASONS

Parcel No	Owners Name	Sp. Assessment	Amount
41-18-18-326-001	TLW BUILDING ONE LLC 200 32ND ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	216.15
41-18-18-326-010	VERHOFF HOLDINGS LLC 3370 JEFFERSON AVE SE 3380 WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	227.7
41-18-18-326-012	2002 GONZALEZ FAMILY TRUS 3420 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	227.7
41-18-18-326-016	SMV GROUP LLC 3540 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	113.85
41-18-18-326-017	JND WAREHOUSE LLC 3560 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	226.05
41-18-18-326-018	WEST MICHIGAN CREDIT UNIO 201 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	283.8
41-18-18-326-022	MING-YEN PROPERTY LLC 357 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	348.15
41-18-18-326-023	GANO ENTERPRISES LLC 230 32ND ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	113.85
41-18-18-326-024	KENT COMMERCE CENTER INC 240 32ND ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	115.5
41-18-18-326-028	GOODALE FAMILY LLC 3303 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	559.35
41-18-18-326-029	STITCH LLC 3313 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	176.55
41-18-18-326-030	113 W MICHIGAN LLC 3323 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	183.15
41-18-18-326-032	WILLIAM L ZIMDAR TRUST 3343 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	226.05
41-18-18-326-033	3353 LOUSMA DR LLC 3353 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	226.05
41-18-18-326-034	FISK REEDS RE LLC 3403 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	227.7

41-18-18-326-035	CADILLAC NEW LMTD PRTNRSH 3413 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	227.7
41-18-18-326-036	3423 LOUSMA LCC 3423 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	247.5
41-18-18-326-039	3513 YAT SAT LLC 3513 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	300.3
41-18-18-326-041	TIGHT LINE LLC 3522 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	610.5
41-18-18-326-042	INSURANCE RESOURCE GROUP 3422 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	265.65
41-18-18-326-043	KENT COMMERCE CENTER INC 3412 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	260.7
41-18-18-326-044	KENT COMMERCE CENTER INC 3417 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	262.35
41-18-18-326-045	KENT COMMERCE CENTER INC 3322 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	231
41-18-18-326-046	OAK STREET INVESTMENT GRA 3312 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	222.75
41-18-18-326-047	GSI GRAND RAPIDS LLC 3363 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	930.6
41-18-18-326-048	KENT COMMERCE CENTER INC 3413 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,687.95
41-18-18-326-049	COFFMAN LIVING TRUST, RIC 3300 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	457.05
41-18-18-326-054	QJ PROPERTIES LLC 3520 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	226.05
41-18-18-326-055	G & K SERVICES CO 3433 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	402.6
41-18-18-326-056	GOODALE FAMILY LLC 3503 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	298.65
41-18-18-326-060	BLACK'S ENTERPRISES LLC 3400 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	97.35
41-18-18-326-061	WIKOFF COLOR CORP OF S.C. 3410 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	130.35
41-18-18-326-071	VAN KOEVERING FAMILY LIM 330 32ND ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	681.45

41-18-18-326-065	WYOMING MI 49548 ROOTED INVESTMENTS LLC 3331 LOUSMA DR SE	SAKENT26: KENT INDUSTRIAL SUPPL	171.6
41-18-18-326-066	WYOMING MI 49548 ZIMDAR PROPERTIES INC 3333 LOUSMA DR SE	SAKENT26: KENT INDUSTRIAL SUPPL	169.95
41-18-18-326-068	WYOMING MI 49548 GOODALE FAMILY LLC 3281 ROGER B CHAFFEE SE	SAKENT26: KENT INDUSTRIAL SUPPL	2,956.80
41-18-18-326-069	WYOMING MI 49548 PB & JB PROPERTIES LLC 3480 JEFFERSON AVE SE	SAKENT26: KENT INDUSTRIAL SUPPL	339.9
41-18-18-326-070	WYOMING MI 49548 255 36TH ST LLC 255 36TH ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	684.75
41-18-18-390-001	WYOMING MI 49548 AIRTECH PROPERTIES I LLC 3523 LOUSMA DR SE	SAKENT26: KENT INDUSTRIAL SUPPL	267.3
41-18-18-390-002	WYOMING MI 49548 BROWNING PROPERTIES LLC 3525 LOUSMA DR SE	SAKENT26: KENT INDUSTRIAL SUPPL	267.3
41-18-18-390-003	WYOMING MI 49548 CSA PROPERTY HOLDINGS LLC 3529 LOUSMA DR SE	SAKENT26: KENT INDUSTRIAL SUPPL	160.05
41-18-18-451-003	WYOMING MI 49548 H & M LEASING LLC 405 36TH ST SE 425	SAKENT26: KENT INDUSTRIAL SUPPL	237.6
41-18-18-451-005	WYOMING MI 49548 GREEN CANE PROPERTY LLC 507 36TH ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	826.65
41-18-18-451-006	WYOMING MI 49548 TNT KALAMAZOO ENTERPRISES 459 36TH ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	148.5
41-18-18-451-007	WYOMING MI 49548 NOBLE HEIGHTS REAL ESTATE 475 36TH ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	146.85
41-18-18-451-009	WYOMING MI 49548 NOBLE HEIGHTS REAL ESTATE 3535 ROGER B CHAFFEE SE	SAKENT26: KENT INDUSTRIAL SUPPL	1,216.05
41-18-18-451-011	Wyoming MI 49548 MAXEM PROPERTIES LLC 3457 ROGER B CHAFFEE SE	SAKENT26: KENT INDUSTRIAL SUPPL	2,394.15
41-18-18-451-012	WYOMING MI 49548 JFH PROPERTIES LLC 3513 ROGER B CHAFFEE SE	SAKENT26: KENT INDUSTRIAL SUPPL	895.95
41-18-18-476-006	WYOMING MI 49548 BLUEWATER CORPORATE CENTE 3516 ROGER B CHAFFEE SE 3594	SAKENT26: KENT INDUSTRIAL SUPPL	3,138.30
41-18-18-476-007	WYOMING MI 49548 SUSAN SIPHRON TRUST 551 36TH ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	673.2
41-18-18-476-008	WYOMING MI 49548 BAPTIST MID-MISSIONS	SAKENT26: KENT INDUSTRIAL SUPPL	226.05

41-18-18-476-012	609 36TH ST SE WYOMING MI 49548 CONSUMERS ENERGY	SAKENT26: KENT INDUSTRIAL SUPPL	204.6
41-18-18-476-013	799 36TH ST SE WYOMING MI 49548 STEPHENS PIPE & STEEL LLC	SAKENT26: KENT INDUSTRIAL SUPPL	3,397.35
41-18-18-476-014	3400 ROGER B CHAFFEE SE WYOMING MI 49548 TIC INVESTORS CHAFFEE LLC	SAKENT26: KENT INDUSTRIAL SUPPL	2,887.50
41-18-18-476-015	3470 ROGER B CHAFFEE SE WYOMING MI 49548 HOPE NETWORK WEST MICHIGA	SAKENT26: KENT INDUSTRIAL SUPPL	1,059.30
41-18-18-476-019	755 36TH ST SE WYOMING MI 49548 HOPE NETWORK WEST MICHIGA	SAKENT26: KENT INDUSTRIAL SUPPL	460.35
41-18-18-476-020	795 36TH ST SE WYOMING MI 49548 HOPE NETWORK WEST MICHIGA	SAKENT26: KENT INDUSTRIAL SUPPL	547.8
41-18-18-476-021	775 36TH ST SE 781 WYOMING MI 49548 MORRISON INDUSTRIAL EQUIP	SAKENT26: KENT INDUSTRIAL SUPPL	221.1
41-18-18-476-022	653 36TH ST SE WYOMING MI 49548 701 36TH STREET LLC	SAKENT26: KENT INDUSTRIAL SUPPL	306.9
41-18-18-476-024	701 36TH ST SE WYOMING MI 49548 SRC SCHULTZ HOLDINGS LLC	SAKENT26: KENT INDUSTRIAL SUPPL	846.45
41-18-18-476-025	400 32ND ST SE WYOMING MI 49548 KELLANOVA MANUFACTURING L	SAKENT26: KENT INDUSTRIAL SUPPL	4,547.40
41-18-19-126-011	3300 ROGER B CHAFFEE SE WYOMING MI 49509 MARTIN NANCY J	SAKENT26: KENT INDUSTRIAL SUPPL	219.45
41-18-19-126-012	370 36TH ST SE WYOMING MI 49548 FIDLER ENTERPRISES LLC	SAKENT26: KENT INDUSTRIAL SUPPL	224.4
41-18-19-126-013	400 36TH ST SE WYOMING MI 49548 TEAM RENTAL LLC	SAKENT26: KENT INDUSTRIAL SUPPL	336.6
41-18-19-126-014	3680 HAGEN DR SE WYOMING MI 49548 GRAND RAPIDS INVESTMENTS	SAKENT26: KENT INDUSTRIAL SUPPL	255.75
41-18-19-126-015	3720 HAGEN DR SE WYOMING MI 49548 PJR VENTURES LLC	SAKENT26: KENT INDUSTRIAL SUPPL	532.95
41-18-19-126-043	3770 HAGEN DR SE WYOMING MI 49548 KENNEDY'S STORAGE DELIVER	SAKENT26: KENT INDUSTRIAL SUPPL	169.95
41-18-19-126-044	3714 JEFFERSON AVE SE WYOMING MI 49548 BTLM HOLDINGS LLC	SAKENT26: KENT INDUSTRIAL SUPPL	283.8
	3760 JEFFERSON AVE SE WYOMING MI 49548		

41-18-19-126-051	WOLFPACK PROPERTIES LLC 3685 HAGEN DR SE 3687 WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	171.6
41-18-19-126-052	260-JFH LLC 260 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	932.25
41-18-19-126-055	LUTZ ALICIA A 3650 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	145.2
41-18-19-126-057	CHILDS, KATIE 3670 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	151.8
41-18-19-126-058	HAYSEED PARTNERS LLC 3690 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	151.8
41-18-19-126-059	BENTELER AUTOMOTIVE CORPO 3721 HAGEN DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	2,524.50
41-18-19-126-060	260-JFH LLC 290 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	115.5
41-18-19-126-061	WDM PROPERTIES LLC 300 36TH ST SE 320 WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	235.95
41-18-19-201-002	PREFERRED BEAR LLC 3707 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,877.70
41-18-19-201-003	JFH PROPERTIES LLC 3741 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,909.05
41-18-19-201-007	3903 ROGER B CHAFFEE LLC 3903 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,819.95
41-18-19-201-010	STEINDLER & BECK LLC 440 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	435.6
41-18-19-201-012	STEINDLER & BECK LLC 3685 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	490.05
41-18-19-201-014	W W GRAINGER INC 3803 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,310.10
41-18-19-201-015	3829 ROGER CHAFFEE LLC 3829 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	988.35
41-18-19-201-016	3859 ROGER B CHAFFEE LLC 3859 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,341.45
41-18-19-201-017	MANUAL BEAR LLC 420 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	285.45
41-18-19-201-018	36 LLC 424 36TH ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	242.55

41-18-19-201-019	WYOMING MI 49548 3691 RBC LLC	SAKENT26: KENT INDUSTRIAL SUPPL	912.45
	3961 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-201-020	3993 ROGER CHAFFEE LLC	SAKENT26: KENT INDUSTRIAL SUPPL	919.05
	3993 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-002	SCHUPAN HOLDINGS-WYOMING	SAKENT26: KENT INDUSTRIAL SUPPL	831.6
	3660 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-005	KELLANOVA MANUFACTURING L	SAKENT26: KENT INDUSTRIAL SUPPL	2,042.70
	3750 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-006	DISTRIBUTION PROPERTIES I	SAKENT26: KENT INDUSTRIAL SUPPL	2,047.65
	3810 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-012	ABIATHAR MANAGEMENT LLC	SAKENT26: KENT INDUSTRIAL SUPPL	1,387.65
	3910 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-015	RBC REALTY LLC	SAKENT26: KENT INDUSTRIAL SUPPL	1,399.20
	3860 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-016	MICHIGAN POSTAL HOLDINGS	SAKENT26: KENT INDUSTRIAL SUPPL	1,153.35
	3870 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-019	550 36TH ST SE LLC	SAKENT26: KENT INDUSTRIAL SUPPL	430.65
	550 36TH ST SE WYOMING MI 49548		
41-18-19-204-020	PAINTERS SUPPLY AND EQUIP	SAKENT26: KENT INDUSTRIAL SUPPL	136.95
	574 36TH ST SE WYOMING MI 49548		
41-18-19-204-021	SUSPA INC	SAKENT26: KENT INDUSTRIAL SUPPL	3,854.40
	3970 ROGER B CHAFFEE SE 4010 WYOMING MI 49548		
41-18-19-204-022	SCHUPAN HOLDINGS-WYOMING	SAKENT26: KENT INDUSTRIAL SUPPL	1,603.80
	3710 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-023	500 GRANDVILLE LLC	SAKENT26: KENT INDUSTRIAL SUPPL	1,280.40
	650 36TH ST SE WYOMING MI 49548		
41-18-19-226-010	VHL ENTERPRISES LLC	SAKENT26: KENT INDUSTRIAL SUPPL	198
	700 36TH ST SE WYOMING MI 49548		
41-18-19-226-015	CHRISTIANSEN FUNERAL HOME	SAKENT26: KENT INDUSTRIAL SUPPL	135.3
	3627 LINDEN AVE SE WYOMING MI 49548		
41-18-19-226-016	MICHIGAN CREMATION COMPAN	SAKENT26: KENT INDUSTRIAL SUPPL	62.7
	3631 LINDEN AVE SE WYOMING MI 49548		
41-18-19-403-004	JLAN LLC	SAKENT26: KENT INDUSTRIAL SUPPL	2,245.65
	4203 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-403-005	CHAFFEE INDUSTRIAL LLC	SAKENT26: KENT INDUSTRIAL SUPPL	2,286.90

41-18-19-403-008	4245 ROGER B CHAFFEE SE WYOMING MI 49548 QUICK TIME 44TH LLC 509 44TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	618.75
41-18-19-403-009	C & Z INVESTMENTS I LLC 4005 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,402.50
41-18-19-403-011	SROA 4309 ROGER B CHAFFEE 4309 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,897.50
41-18-19-403-012	ELLIOT MCKONE LLC 485 44TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	866.25
41-18-19-403-013	POTTER DISTRIBUTING INC 4037 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,395.90
41-18-19-403-015	THE BOUMA CORPORATION 4101 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,263.90
41-18-19-403-016	4131 PROPERTY LLC 4131 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,273.80
41-18-19-403-017	DEVROU LIMITED LLC 4181 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,237.50
41-18-19-406-007	LS MANAGEMENT GROUP LLC 4398 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	777.15
41-18-19-406-010	M & J LEGACY HOLDINGS LLC 4220 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,404.15
41-18-19-406-011	4240 ROGER B LLC 4240 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,445.40
41-18-19-406-012	GOTTLIEB INVESTMENT CO 4200 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	3,567.30
41-18-19-406-014	4050 ROGER B CHAFFEE 4050 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,250.70
41-18-19-406-015	JEFRIK PROPERTIES LLC 4080 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,166.55
41-18-19-406-016	BELROSE REAL ESTATE LLC 4350 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	504.9
41-18-19-406-017	THE HOME CITY ICE COMPANY 4310 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	988.35
41-18-19-451-019	44 MADISON LLC 441 44TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	193.05

41-18-19-451-024	44 MADISON LLC 451 44TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	37.95
41-18-19-451-025	44 MADISON LLC 463 44TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	221.1
Totals for SAKENT	KENT INDUSTRIAL	Count: 123	102,004.65
Grand Totals		Count: 123	102,004.65

PROCLAMATION

DESIGNATION OF JULY AS PARKS AND RECREATION MONTH

WHEREAS, parks and recreation is an integral part of communities throughout this country, including the City of Wyoming; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation programming, educational activities and youth sports are critical to childhood development; and

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and the City of Wyoming recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, KENT VANDERWOOD, Mayor of the City of Wyoming, Michigan do hereby recognize July 2026, as

PARKS AND RECREATION MONTH

in the City of Wyoming and offer sincere appreciation for the commitment and opportunities it provides to our community.

KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan

CITY OF WYOMING BUDGET AMENDMENT

Date: July 20, 2026

Budget Amendment No. 001

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$212,176 of budgetary authority for the purchase of playground equipment and to recognize the associated grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation</u>				
Parks and Rec Facility - Capital Outlay Battjes Park				
208-751-75600-975.121	\$ 250,000.00	\$ 82,762.00	\$ -	\$ 332,762.00
Donations Playgrounds Funding Assistance				
208-675.030	\$ -	\$ 82,762.00	\$ -	\$ 82,762.00
Fund Balance/Working Capital (Fund 208)		<u>\$ -</u>	<u>\$ -</u>	
<u>Library Building Maintenance & Parks Capital Fund</u>				
Parks and Rec Facility - Capital Outlay Jackson Park				
272-265-75600-975.128	\$ 250,000.00	\$ 129,414.00	\$ -	\$ 379,414.00
Donations Playgrounds Funding Assistance				
272-675.030	\$ -	\$ 129,414.00	\$ -	\$ 129,414.00
Fund Balance/Working Capital (Fund 272)		<u>\$ -</u>	<u>\$ -</u>	

Recommended: Margie Deed _____
Accountant City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2026-2027 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: July 20, 2026

Budget Amendment No. 002

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$76,250 of budgetary authority for the Jackson Park playground replacement.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation</u>				
Parks and Rec Facility - Capital Outlay Battjes Park				
208-751-75600-975.121	\$ 332,762.00	\$ -	\$ 50,000.00	\$ 282,762.00
Senior Center - Capital Outlay Senior Center Improvements				
208-751-75800-975.225	\$ 151,004.00	\$ -	\$ 26,250.00	\$ 124,754.00
Fund Balance/Working Capital (Fund 208)		<u>\$ -</u>	<u>\$ 76,250.00</u>	
<u>Library Building Maintenance & Parks Capital Fund</u>				
Parks and Rec Facility - Capital Outlay Jackson Park				
272-265-75600-975.128	\$ 379,414.00	\$ 76,250.00	\$ -	\$ 455,664.00
Fund Balance/Working Capital (Fund 272)		<u>\$ 76,250.00</u>	<u>\$ -</u>	

Recommended: Maggie Deval
Accountant

City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2026-2027 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF JULIAN EDOUARD
AS DIRECTOR OF THE DOWNTOWN DEVELOPMENT AUTHORITY
FOR THE CITY OF WYOMING

WHEREAS:

1. The by-laws of the Downtown Development Authority state the board may appoint a Director with the approval of City Council.
2. The position of Director is not a member of the board and is designated without a fixed term.
3. It is the desire of the City Council that Julian Edouard be appointed as Director of the Downtown Development Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Julian Edouard as Director of the Downtown Development Authority until such a time that the board votes to approve a new Director.

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 July 20, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO CONFIRM A CORRECTION TO SPECIAL ASSESSMENT #26-825
RELATED TO THE COSTS FOR THE KENT INDUSTRIAL CENTER MEDIAN IRRIGATION
SYSTEM AND MAINTENANCE COSTS

WHEREAS:

1. On May 4th, 2026, the City Council approved special assessment roll #26-825 for irrigation system repair and maintenance.
2. Resolution 28710 accepted a one-year supplemental assessment, apportioned using the same formulas contained in the Association's original assessment #23-816.
3. The proposed roll accompanying the resolution did not follow the formula contained in the calculation of the original assessment.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The proposed correction to Special Assessment Roll #26-825 is accepted and confirmed.
2. The assessment shall be collected in one installment on a supplemental 2026 Summer tax bill.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 20, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Exhibit B - Proposed Assessment Roll

Resolution No. _____

Date: July 7, 2026
Subject: Kent Industrial Center Special Assessment
From: Traci Shaffer, Treasurer
CC: John Shay, City Manager
Meeting Date: July 20, 2026

RECOMMENDATION:

It is recommended that the City Council approve a resolution to correct special assessment roll #26-825, related to the Maintenance Costs for Roger B Chaffee Memorial Boulevard medians.

ALIGNMENT WITH STRATEGIC PLAN:

- Maintaining the landscaped medians within the Kent Industrial Center supports the appearance and functionality of one of the City's primary industrial areas.
- Reallocating the increased costs to benefiting properties ensures fairness and compliance with the governing documents.

DISCUSSION:

On July 6th, 2026, the City Council approved a supplemental assessment of \$102,000.00 for the Kent Industrial Association to fund maintenance projects for the Roger B. Chaffee median. The intent was to assess a one-year installment in the same amount as the original assessment installment. A correction to the approved special assessment #26-825 is required. The attached resolution confirms the corrected roll.

BUDGET IMPACT:

The one-year special assessment remains budget-neutral.

Special Assessment Roll 26-825 Corrected Roll

8:37 AM

All Special Assessments
SUMMER/WINTER SEASONS

Parcel No	Owners Name	Sp. Assessment	Amount
41-18-18-326-001	TLW BUILDING ONE LLC 200 32ND ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	216.15
41-18-18-326-010	VERHOFF HOLDINGS LLC 3370 JEFFERSON AVE SE 3380 WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	227.7
41-18-18-326-012	2002 GONZALEZ FAMILY TRUS 3420 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	227.7
41-18-18-326-016	SMV GROUP LLC 3540 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	113.85
41-18-18-326-017	JND WAREHOUSE LLC 3560 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	226.05
41-18-18-326-018	WEST MICHIGAN CREDIT UNIO 201 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	283.8
41-18-18-326-022	MING-YEN PROPERTY LLC 357 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	348.15
41-18-18-326-023	GANO ENTERPRISES LLC 230 32ND ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	113.85
41-18-18-326-024	KENT COMMERCE CENTER INC 240 32ND ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	115.5
41-18-18-326-028	GOODALE FAMILY LLC 3303 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	559.35
41-18-18-326-029	STITCH LLC 3313 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	176.55
41-18-18-326-030	113 W MICHIGAN LLC 3323 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	183.15
41-18-18-326-032	WILLIAM L ZIMDAR TRUST 3343 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	226.05
41-18-18-326-033	3353 LOUSMA DR LLC 3353 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	226.05
41-18-18-326-034	FISK REEDS RE LLC 3403 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	227.7

41-18-18-326-035	CADILLAC NEW LMTD PRTRNSH 3413 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	227.7
41-18-18-326-036	3423 LOUSMA LCC 3423 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	247.5
41-18-18-326-039	3513 YAT SAT LLC 3513 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	300.3
41-18-18-326-041	TIGHT LINE LLC 3522 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	610.5
41-18-18-326-042	INSURANCE RESOURCE GROUP 3422 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	265.65
41-18-18-326-043	KENT COMMERCE CENTER INC 3412 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	260.7
41-18-18-326-044	KENT COMMERCE CENTER INC 3417 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	262.35
41-18-18-326-045	KENT COMMERCE CENTER INC 3322 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	231
41-18-18-326-046	OAK STREET INVESTMENT GRA 3312 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	222.75
41-18-18-326-047	GSI GRAND RAPIDS LLC 3363 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	930.6
41-18-18-326-048	KENT COMMERCE CENTER INC 3413 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,687.95
41-18-18-326-049	COFFMAN LIVING TRUST, RIC 3300 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	457.05
41-18-18-326-054	QJ PROPERTIES LLC 3520 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	226.05
41-18-18-326-055	G & K SERVICES CO 3433 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	402.6
41-18-18-326-056	GOODALE FAMILY LLC 3503 LOUSMA DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	298.65
41-18-18-326-060	BLACK'S ENTERPRISES LLC 3400 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	97.35
41-18-18-326-061	WIKOFF COLOR CORP OF S.C. 3410 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	130.35
41-18-18-326-071	VAN KOEVERING FAMILY LIM 330 32ND ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	681.45

41-18-18-326-065	WYOMING MI 49548 ROOTED INVESTMENTS LLC 3331 LOUSMA DR SE	SAKENT26: KENT INDUSTRIAL SUPPL	171.6
41-18-18-326-066	WYOMING MI 49548 ZIMDAR PROPERTIES INC 3333 LOUSMA DR SE	SAKENT26: KENT INDUSTRIAL SUPPL	169.95
41-18-18-326-068	WYOMING MI 49548 GOODALE FAMILY LLC 3281 ROGER B CHAFFEE SE	SAKENT26: KENT INDUSTRIAL SUPPL	2,956.80
41-18-18-326-069	WYOMING MI 49548 PB & JB PROPERTIES LLC 3480 JEFFERSON AVE SE	SAKENT26: KENT INDUSTRIAL SUPPL	339.9
41-18-18-326-070	WYOMING MI 49548 255 36TH ST LLC 255 36TH ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	684.75
41-18-18-390-001	WYOMING MI 49548 AIRTECH PROPERTIES I LLC 3523 LOUSMA DR SE	SAKENT26: KENT INDUSTRIAL SUPPL	267.3
41-18-18-390-002	WYOMING MI 49548 BROWNING PROPERTIES LLC 3525 LOUSMA DR SE	SAKENT26: KENT INDUSTRIAL SUPPL	267.3
41-18-18-390-003	WYOMING MI 49548 CSA PROPERTY HOLDINGS LLC 3529 LOUSMA DR SE	SAKENT26: KENT INDUSTRIAL SUPPL	160.05
41-18-18-451-003	WYOMING MI 49548 H & M LEASING LLC 405 36TH ST SE 425	SAKENT26: KENT INDUSTRIAL SUPPL	237.6
41-18-18-451-005	WYOMING MI 49548 GREEN CANE PROPERTY LLC 507 36TH ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	826.65
41-18-18-451-006	WYOMING MI 49548 TNT KALAMAZOO ENTERPRISES 459 36TH ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	148.5
41-18-18-451-007	WYOMING MI 49548 NOBLE HEIGHTS REAL ESTATE 475 36TH ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	146.85
41-18-18-451-009	WYOMING MI 49548 NOBLE HEIGHTS REAL ESTATE 3535 ROGER B CHAFFEE SE	SAKENT26: KENT INDUSTRIAL SUPPL	1,216.05
41-18-18-451-011	Wyoming MI 49548 MAXEM PROPERTIES LLC 3457 ROGER B CHAFFEE SE	SAKENT26: KENT INDUSTRIAL SUPPL	2,394.15
41-18-18-451-012	WYOMING MI 49548 JFH PROPERTIES LLC 3513 ROGER B CHAFFEE SE	SAKENT26: KENT INDUSTRIAL SUPPL	895.95
41-18-18-476-006	WYOMING MI 49548 BLUEWATER CORPORATE CENTE 3516 ROGER B CHAFFEE SE 3594	SAKENT26: KENT INDUSTRIAL SUPPL	3,138.30
41-18-18-476-007	WYOMING MI 49548 SUSAN SIPHRON TRUST 551 36TH ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	673.2
41-18-18-476-008	WYOMING MI 49548 BAPTIST MID-MISSIONS	SAKENT26: KENT INDUSTRIAL SUPPL	226.05

41-18-18-476-012	609 36TH ST SE WYOMING MI 49548 CONSUMERS ENERGY	SAKENT26: KENT INDUSTRIAL SUPPL	204.6
41-18-18-476-013	799 36TH ST SE WYOMING MI 49548 STEPHENS PIPE & STEEL LLC	SAKENT26: KENT INDUSTRIAL SUPPL	3,397.35
41-18-18-476-014	3400 ROGER B CHAFFEE SE WYOMING MI 49548 TIC INVESTORS CHAFFEE LLC	SAKENT26: KENT INDUSTRIAL SUPPL	2,887.50
41-18-18-476-015	3470 ROGER B CHAFFEE SE WYOMING MI 49548 HOPE NETWORK WEST MICHIGA	SAKENT26: KENT INDUSTRIAL SUPPL	1,059.30
41-18-18-476-019	755 36TH ST SE WYOMING MI 49548 HOPE NETWORK WEST MICHIGA	SAKENT26: KENT INDUSTRIAL SUPPL	460.35
41-18-18-476-020	795 36TH ST SE WYOMING MI 49548 HOPE NETWORK WEST MICHIGA	SAKENT26: KENT INDUSTRIAL SUPPL	547.8
41-18-18-476-021	775 36TH ST SE 781 WYOMING MI 49548 MORRISON INDUSTRIAL EQUIP	SAKENT26: KENT INDUSTRIAL SUPPL	221.1
41-18-18-476-022	653 36TH ST SE WYOMING MI 49548 701 36TH STREET LLC	SAKENT26: KENT INDUSTRIAL SUPPL	306.9
41-18-18-476-024	701 36TH ST SE WYOMING MI 49548 SRC SCHULTZ HOLDINGS LLC	SAKENT26: KENT INDUSTRIAL SUPPL	846.45
41-18-18-476-025	400 32ND ST SE WYOMING MI 49548 KELLANOVA MANUFACTURING L	SAKENT26: KENT INDUSTRIAL SUPPL	4,547.40
41-18-19-126-011	3300 ROGER B CHAFFEE SE WYOMING MI 49509 MARTIN NANCY J	SAKENT26: KENT INDUSTRIAL SUPPL	219.45
41-18-19-126-012	370 36TH ST SE WYOMING MI 49548 FIDLER ENTERPRISES LLC	SAKENT26: KENT INDUSTRIAL SUPPL	224.4
41-18-19-126-013	400 36TH ST SE WYOMING MI 49548 TEAM RENTAL LLC	SAKENT26: KENT INDUSTRIAL SUPPL	336.6
41-18-19-126-014	3680 HAGEN DR SE WYOMING MI 49548 GRAND RAPIDS INVESTMENTS	SAKENT26: KENT INDUSTRIAL SUPPL	255.75
41-18-19-126-015	3720 HAGEN DR SE WYOMING MI 49548 PJR VENTURES LLC	SAKENT26: KENT INDUSTRIAL SUPPL	532.95
41-18-19-126-043	3770 HAGEN DR SE WYOMING MI 49548 KENNEDY'S STORAGE DELIVER	SAKENT26: KENT INDUSTRIAL SUPPL	169.95
41-18-19-126-044	3714 JEFFERSON AVE SE WYOMING MI 49548 BTLM HOLDINGS LLC	SAKENT26: KENT INDUSTRIAL SUPPL	283.8
	3760 JEFFERSON AVE SE WYOMING MI 49548		

41-18-19-126-051	WOLFPACK PROPERTIES LLC 3685 HAGEN DR SE 3687 WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	171.6
41-18-19-126-052	260-JFH LLC 260 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	932.25
41-18-19-126-055	LUTZ ALICIA A 3650 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	145.2
41-18-19-126-057	CHILDS, KATIE 3670 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	151.8
41-18-19-126-058	HAYSEED PARTNERS LLC 3690 JEFFERSON AVE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	151.8
41-18-19-126-059	BENTELER AUTOMOTIVE CORPO 3721 HAGEN DR SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	2,524.50
41-18-19-126-060	260-JFH LLC 290 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	115.5
41-18-19-126-061	WDM PROPERTIES LLC 300 36TH ST SE 320 WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	235.95
41-18-19-201-002	PREFERRED BEAR LLC 3707 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,877.70
41-18-19-201-003	JFH PROPERTIES LLC 3741 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,909.05
41-18-19-201-007	3903 ROGER B CHAFFEE LLC 3903 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,819.95
41-18-19-201-010	STEINDLER & BECK LLC 440 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	435.6
41-18-19-201-012	STEINDLER & BECK LLC 3685 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	490.05
41-18-19-201-014	W W GRAINGER INC 3803 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,310.10
41-18-19-201-015	3829 ROGER CHAFFEE LLC 3829 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	988.35
41-18-19-201-016	3859 ROGER B CHAFFEE LLC 3859 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,341.45
41-18-19-201-017	MANUAL BEAR LLC 420 36TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	285.45
41-18-19-201-018	36 LLC 424 36TH ST SE	SAKENT26: KENT INDUSTRIAL SUPPL	242.55

41-18-19-201-019	WYOMING MI 49548 3691 RBC LLC	SAKENT26: KENT INDUSTRIAL SUPPL	912.45
	3961 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-201-020	3993 ROGER CHAFFEE LLC	SAKENT26: KENT INDUSTRIAL SUPPL	919.05
	3993 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-002	SCHUPAN HOLDINGS-WYOMING	SAKENT26: KENT INDUSTRIAL SUPPL	831.6
	3660 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-005	KELLANOVA MANUFACTURING L	SAKENT26: KENT INDUSTRIAL SUPPL	2,042.70
	3750 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-006	DISTRIBUTION PROPERTIES I	SAKENT26: KENT INDUSTRIAL SUPPL	2,047.65
	3810 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-012	ABIATHAR MANAGEMENT LLC	SAKENT26: KENT INDUSTRIAL SUPPL	1,387.65
	3910 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-015	RBC REALTY LLC	SAKENT26: KENT INDUSTRIAL SUPPL	1,399.20
	3860 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-016	MICHIGAN POSTAL HOLDINGS	SAKENT26: KENT INDUSTRIAL SUPPL	1,153.35
	3870 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-019	550 36TH ST SE LLC	SAKENT26: KENT INDUSTRIAL SUPPL	430.65
	550 36TH ST SE WYOMING MI 49548		
41-18-19-204-020	PAINTERS SUPPLY AND EQUIP	SAKENT26: KENT INDUSTRIAL SUPPL	136.95
	574 36TH ST SE WYOMING MI 49548		
41-18-19-204-021	SUSPA INC	SAKENT26: KENT INDUSTRIAL SUPPL	3,854.40
	3970 ROGER B CHAFFEE SE 4010 WYOMING MI 49548		
41-18-19-204-022	SCHUPAN HOLDINGS-WYOMING	SAKENT26: KENT INDUSTRIAL SUPPL	1,603.80
	3710 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-204-023	500 GRANDVILLE LLC	SAKENT26: KENT INDUSTRIAL SUPPL	1,280.40
	650 36TH ST SE WYOMING MI 49548		
41-18-19-226-010	VHL ENTERPRISES LLC	SAKENT26: KENT INDUSTRIAL SUPPL	198
	700 36TH ST SE WYOMING MI 49548		
41-18-19-226-015	CHRISTIANSEN FUNERAL HOME	SAKENT26: KENT INDUSTRIAL SUPPL	135.3
	3627 LINDEN AVE SE WYOMING MI 49548		
41-18-19-226-016	MICHIGAN CREMATION COMPAN	SAKENT26: KENT INDUSTRIAL SUPPL	62.7
	3631 LINDEN AVE SE WYOMING MI 49548		
41-18-19-403-004	JLAN LLC	SAKENT26: KENT INDUSTRIAL SUPPL	2,245.65
	4203 ROGER B CHAFFEE SE WYOMING MI 49548		
41-18-19-403-005	CHAFFEE INDUSTRIAL LLC	SAKENT26: KENT INDUSTRIAL SUPPL	2,286.90

41-18-19-403-008	4245 ROGER B CHAFFEE SE WYOMING MI 49548 QUICK TIME 44TH LLC 509 44TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	618.75
41-18-19-403-009	C & Z INVESTMENTS I LLC 4005 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,402.50
41-18-19-403-011	SROA 4309 ROGER B CHAFFEE 4309 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,897.50
41-18-19-403-012	ELLIOT MCKONE LLC 485 44TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	866.25
41-18-19-403-013	POTTER DISTRIBUTING INC 4037 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,395.90
41-18-19-403-015	THE BOUMA CORPORATION 4101 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,263.90
41-18-19-403-016	4131 PROPERTY LLC 4131 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,273.80
41-18-19-403-017	DEVROU LIMITED LLC 4181 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,237.50
41-18-19-406-007	LS MANAGEMENT GROUP LLC 4398 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	777.15
41-18-19-406-010	M & J LEGACY HOLDINGS LLC 4220 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,404.15
41-18-19-406-011	4240 ROGER B LLC 4240 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,445.40
41-18-19-406-012	GOTTLIEB INVESTMENT CO 4200 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	3,567.30
41-18-19-406-014	4050 ROGER B CHAFFEE 4050 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,250.70
41-18-19-406-015	JEFRIK PROPERTIES LLC 4080 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	1,166.55
41-18-19-406-016	BELROSE REAL ESTATE LLC 4350 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	504.9
41-18-19-406-017	THE HOME CITY ICE COMPANY 4310 ROGER B CHAFFEE SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	988.35
41-18-19-451-019	44 MADISON LLC 441 44TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	193.05

41-18-19-451-024	44 MADISON LLC 451 44TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	37.95
41-18-19-451-025	44 MADISON LLC 463 44TH ST SE WYOMING MI 49548	SAKENT26: KENT INDUSTRIAL SUPPL	221.1
Totals for SAKENT	KENT INDUSTRIAL	Count: 123	102,004.65
Grand Totals		Count: 123	102,004.65

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH GREATER LEVEL, LLC FOR SPECIAL EVENT AND
POLICE SERVICES FOR THE 2026 METRO CRUISE EVENT

WHEREAS:

1. Metro Cruise has been in operation in the City of Wyoming since 2008.
2. Metro Cruise provides free entertainment for Wyoming resident and businesses, including live music and cars shows, among other things. These free activities provide a tangible public good to our community.
3. The City of Wyoming recognizes the public value presented by this event and, through in-kind services provided via this agreement, seeks to support the event this year.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. City Council authorizes the City Manager to enter into an agreement with Great Level, LLC to establish parameters for roles and responsibilities before, during and after the event.
2. City Council authorizes the waiver of special event permit fees and the assessment of a \$12,000 flat fee for Police Services in lieu of charging actual incurred costs.
3. The City Manager may approve addendums to this contract at his discretion.

Moved by Council Member:

Seconded by Council Member:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 20, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHEMENTS:

Staff Report
Contract

STAFF REPORT

Date: July 15, 2026
Subject: Metro Cruise Special Event Agreement
From: John Shay, City Manager
Meeting Date: July 20, 2026

RECOMMENDATION:

It is recommended City Council authorize the City Manager to sign a special event agreement for the 2026 Metro Cruise event.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Metro Cruise has been held in the City of Wyoming since its inception in 2008 and has grown to become the City's largest annual event. In 2025, the event attracted an estimated 30,000 attendees to Rogers Plaza.

Historically, the Metro Cruise was organized by the Wyoming-Kentwood Chamber of Commerce. However, in March 2023, City staff were notified that the event had been sold several months earlier to Greater Level, LLC, a private entity.

Upon learning of the sale, the Interim City Manager notified the Mayor and City Council and directed staff to pursue reimbursement for City services provided in support of the event. In prior years, the City waived event-related fees based on the understanding that event proceeds would be reinvested in the local business community through the Chamber of Commerce.

In 2024, the event organizer paid \$6,000. In 2025, the organizer paid \$9,000. Following a work session in May 2026, and subsequent communications with Mr. Simmons, the event organizer, the Council set a flat rate fee of \$12,000 for the event reimbursements for 2026.

The 2025 Metro Cruise is scheduled for August 21-22, with primary activities taking place at Rogers Plaza.

BUDGET IMPACT:

The \$12,000 event fee will partially reimburse Public Safety for services provided.



METRO CRUISE SPECIAL EVENT AGREEMENT

This Special Event Agreement is made as of July 15, 2026, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, PO Box 905, Wyoming, MI 49509-0905 ("**City**") and Greater Level, LLC, a Michigan limited liability company the registered business address of which is 753 Wilson Ave SW, Grandville, MI 49534, the mailing address of which is PO Box 501, Grandville, MI 49468, the e-mail address of which is metrocrui@gmail.com, ("**Sponsor**"). Sponsor's contact person is Brandon Simmons whose cell/text number is 231.735.5179.

BACKGROUND

1. Sponsor wishes to hold and applied for approval with the application attached as **Exhibit A** (the "**Application**") of the 2026 28th Street Metro Cruise from 2:00 p.m., Friday, August 21, 2026 to 7:00 p.m., Saturday, August 22, 2026 (the "**Event**") in the Roger's Plaza shopping center parking lot at 950 28th St SW, Wyoming, Michigan ("**Location**") and other Wyoming locations as depicted on the event layout plan attached as **Exhibit B** ("**Event Layout**").
2. The Event will require City supplies listed on ("**City Supplies**") and services from City ("**City Services**") described in the attached **Exhibit C**.
3. City police services will be in accordance with the Public Safety Services Contract attached as **Exhibit F** ("**Public Safety Terms and Conditions**").

TERMS AND CONDITIONS

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

1. **Event Approval.** City approves the Event with the Event Layout at the Location during the dates and times stated in paragraph A above.
- A. The Event will comply with the following limitations on the dates and times of certain activities:
 1. Friday night, August 21, 2026:
 - a. All Event music must cease at 8:00 p.m.
 - b. All food and other sale lines will be cut-off at 7:45 p.m.. All food sales will cease at 8:00 p.m.
 - c. Staff and volunteers shall begin disbursing all participants, patrons and other attendees at 8:00 p.m.
 - d. Unless waived by the City's Public Safety Department, the Event Area shall be cleared of all participants, patrons and other attendees no later than 9:30 p.m.
 2. Saturday, August 22, 2026.
 - a. No food or other sales shall begin before 9:00 a.m.
 - b. Event music shall not start before 11:00 a.m. and must cease no later than 7:00 p.m.
 - c. All food and other sale lines will be cut-off at 6:45 p.m.. All food sales will cease at 7:00 p.m.
 - d. Staff and volunteers shall begin disbursing all participants, patrons and other attendees at 7:00 p.m.
 - e. Unless waived by the City's Public Safety Department, the Event Area shall be cleared of all participants, patrons and other attendees no later than 8:30 p.m.
 3. Event staff, volunteers and contracted personnel may arrive before and remain after the times required above for the purposes of set-up and preparation, clean-up, take-down, security, and, on Friday night, resupply.
 4. A failure to comply with this schedule will result in additional City costs such as additional City Police and other City overtime. Therefore, if the Event fails to comply with these time requirements, City will invoice Sponsor for and Sponsor agrees to pay all costs, City incurs due to the failure to comply with these time requirements.
- B. The Event may deviate from the following City requirements during the dates and times detailed below:
 1. Amplified sound will be allowed only as detailed on the attached Layout, Security, Emergency Plans.
 2. No other variances from City ordinances have been requested or granted.
- C. The Event will comply with the Severe Weather and Other Emergency Plan attached as **Exhibit D**.
2. **City Support.** City will support the Event with City Supplies and City Services provided as detailed in **Exhibit C**. Sponsor is responsible for the care and return of any City Supplies.
3. **Special Conditions.**
 - A. The Event must comply with the following conditions:
 1. Event organizer will present positive messaging around safety for event attendees, specifically noting burnouts are prohibited. Consistent signage must be posted regarding Event hours and prohibited burnouts. Messaging to Event participants and patrons should, when practical, state that burnouts, wheelies, and other hazardous driving activities are prohibited. Event schedules, including the time requirements in subsection

1. A above must be accurately reflected in all Event promotional materials and in all communications with Event staff, volunteers, vendors, participants, patrons, and other attendees.
2. Key Event personnel shall be identified to City Police before the Event and text, cellphone and e-mail contact information must be provided with that identification. Event personnel and volunteers shall wear shirts identifying them as such at all times they are "on duty."
3. Any 28th St SW lane closures will require MDOT permits, copies of which must be provided to City's Police Department.
4. The Sponsor shall post signage or provide direction that only "street licensed" vehicles shall be driven on public road ways.
5. Emergency vehicle access must be maintained at all times. Sponsor and Key Event Personnel will work with the City Police to ensure traffic on area streets is flowing sufficiently that emergency access to the Location, any other Wyoming Event locations, and area businesses and residences is not unreasonably impaired or impeded.
6. Must maintain fire access to the buildings at the Location and a drive path throughout the Location.
7. All food trucks must have a current Wyoming Food Truck license and an inspection with a fire department in the Food Truck Area Consortium. Inspection forms must be submitted to the fire department a minimum 20 days prior to the event. If food trucks do not have current inspection, one must be obtained 20 days prior to event. Must follow all food truck rules/set-up, distance from each other, etc. City will provide information sheets. City Fire personnel will be on site on the Friday of set-up.
8. Metal trash cans are required in cooking areas.
9. Fire Extinguishers shall be located on the food trucks, and all cooking areas shall have a min. size 3a40bc fire extinguisher, and where required a Class K.
10. No propane/cooking fuels shall be stored within 20' of cooking areas.
11. Any use of extension cords shall comply with the National Electrical Code, including section 525.23.
12. Exit doors/egress paths from buildings cannot be blocked, narrowed or otherwise impeded.
13. Sufficient dumpsters must be provided and emptied as necessary to ensure all refuse can be placed in dumpsters throughout the duration of the event.
14. Sponsor shall coordinate with City Police and Fire personnel in the planning and throughout the event.

Either Brandon Simmons or the person designated below to act on Sponsor's behalf if Brandon is unavailable shall be available to City's Police and Fire personnel by cell phone and text from 8:00 a.m. Friday, August 21, 2026 through 10:00 p.m., Saturday, August 22, 2026.

Cell phone calls from City Police or Fire personnel shall be answered immediately whenever possible.

Voice messages from City Police or Fire personnel shall be promptly responded to unless more time is allowed in the voice message (e.g., stating "get back to me when convenient") or extenuating circumstances exist.

Unless the text otherwise indicates (e.g., "respond when convenient") or extenuating circumstances exist, a text message from City Police or Fire personnel shall require immediate response by a cell phone call to the number indicated in the text message.

Brandon Simmons' designee is:

_____ **Roger Brands** _____

That person's title or position with the Sponsor is: Security Director

That person's cell phone/text number is: 616-318-6043

15. The Sponsor must provide a security team with communication capabilities at all Event locations in Wyoming. The Event security team must coordinate with City Police and Fire personnel.
16. If directed by City Police Command staff, adjustments will be made to Event procedures, processes, practices, and schedules to address City public safety concerns. Without limiting their discretion to give such direction and for explanation, City Police Command Staff will normally do so only when in their judgment it is reasonably necessary or prudent to (i) protect the health, safety or welfare of the Event staff, volunteers, participants, patrons, or other individuals, (ii) to prevent damage to property, or (iii) to ensure compliance with applicable laws, rules, or regulations.
17. Parking on City property will be limited to the areas and times designated in the Event Layout Plan. Event parking on private property shall occur only with the express permission of the property owner or the property owner's designee (e.g., often a tenant).
18. No vehicles shall be parked within any areas between public sidewalks and curbs or within any clear vision areas near driveways and intersections.

19. No Event vendors shall place tents or signs, or sell any goods within any areas between public sidewalks and curbs or within any clear vision areas near driveways and intersections.

B. In addition, the Event, Sponsor and all participants must comply with:

1. The terms and conditions in this agreement;
2. All applicable federal, state and local laws, ordinances, rules, regulations, and requirements of any permits or other approvals;
3. Any printed use directions, instructions or other information located on or provided with City Supplies;
4. Any direction or instruction of City staff assigned to liaison with Sponsor, or providing the City Supplies; and
5. Any direction from City public safety officers.
6. The Public Safety Services Terms and Conditions attached at Exhibit F.

4. Fees and Charges.

A. The Event Fee of \$12,000.00 must be paid in full not later than 4:00 p.m on August 13, 2026.

B. City will invoice Sponsor for any additional charges and fees and payment will be due within 30 days of the invoice date. Charges and fees unpaid when due will bear interest at the rate of 1.0% per month or part of a month that it remains unpaid after the due date. Such charges may be assessed for damage caused by the Sponsor due to the Event and may include any costs City incurs to clean up the Location, repair or replace damaged City Supplies or other City property that was supplied by the City for the Event. It will include all costs incurred by City, including any personnel costs.

5. Risk Allocation and Insurance.

A. Sponsor is solely responsible for the Event, including (i) all event planning and oversight, (ii) all activities occurring during or as part of the Event, (iii) Event operation, (iv) the conduct of Sponsors personnel and agents, and (v) the conduct of all Event participants. City is not a sponsor of, does not endorse, is not a planner of, and is in no way responsible for the any part of the Event. City has made no representation as to the suitability or fitness of the Location, City Services, or City Supplies for the Event.

B. If City property is used during or as part of the Event, such use can involve personal risks of injury, property damage, and exposure to or contracting illness. The most diligent efforts cannot eliminate such risks. City is not representing it has minimized or will minimize risks of use of the City property. Accordingly, those using City property do so at their own risk.

C. City is not and will not be responsible or liable for injuries, property damage or other loss suffered or experienced by Sponsor or those attending or participating in the Event.

D. If Sponsor uses permission slips or liability waivers for those attending or otherwise participating in Event, City and City's officers, employees, volunteers and other agents must be included among those listed for waiver or indemnification in those permission slips or liability waivers.

E. Sponsor holds City (including, for purposes of this provision, City's officers, employees, volunteers and other agents) harmless from, indemnifies it for, and must defend it against claims, demands, lawsuits, administrative actions, judgments, awards, or other losses suffered or experienced by (i) Sponsor, (ii) Sponsor's officers, employees or volunteers, (iii) Sponsor's other agents, (iv) those attending or otherwise participating in the Event, or (v) any others during or as a result of the Event except to the extent caused solely by the negligence or wrongdoing of City or City's personnel.

F. **Not later than August 13, 2026**, Sponsor must provide City's Special Events Coordinator a certificate of commercial general liability insurance in minimum coverage amounts of \$1,000,000 of liability per person per incident and \$3,000,000 of aggregate coverage that names City and City's officers, employees, volunteers and other agents as insureds or additional insureds. It must provide that such coverage is primary, and any insurance carried by City is secondary or additional. If requested, Sponsor must also provide copies of endorsements and policies showing such coverage.

6. Remedies.

A. **Deadlines in this agreement are of its essence. Sponsor's failure to comply with a deadline in this agreement may result in City's termination of this agreement.**

B. **Any other failure to comply with this agreement may also result in its termination.**

C. **If this agreement is terminated, approval of the Event is rescinded and the Event must immediately end.**

7. Respect for Persons. City is committed to courtesy, respect, equity, fairness, impartiality, and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors others engage in using City property, City facilities, City supplies, or City Services. Sponsor, and all individuals and other persons participating in the Event at Sponsor's behest or on Sponsor's behalf, must treat all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, sexual orientation, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law.

8. General Provisions.

A. This is the entire agreement between the parties as to its subject matter. It may be modified only in writing signed by both parties and will not be affected by any course of dealing. Waiver of a breach will not waive a subsequent breach of the same or another provision. Captions are for reference only and will not affect the agreement's interpretation. But the background is an integral part of this agreement.

B. This agreement was made in Kent County, Michigan and the rights and obligations of the parties under this Contract will be governed by, and construed and interpreted in accordance with, Michigan law.

C. Except as prohibited by law, jurisdiction and venue for actions related to this agreement is solely in state courts in Kent County, Michigan, and the prevailing party will, in addition to any other remedy, be entitled to recover costs, including, for example, filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain, or defend the action from first accrual or first notice through all appellate and collection proceedings.

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

E. Reference to a City representative or City staff by title includes the person's designees and superiors.

F. The Exhibits are all incorporated into this agreement.

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

CITY OF WYOMING

GREATER LEVEL, LLC

By: _____
John Shay, City Manager

By: _____
Brandon Simmons, Member

Date signed: August __, 2026

Date signed: August __, 2026

Approved as to form:

Gregory T. Stremers, City Attorney

Exhibit A – Special Event Application
Exhibit B – Event Layout Drawing
Exhibit C – Descriptions of City Supplies and City Services
Exhibit D – Severe Weather and Emergency Plan
Exhibit E – Special Highway Use Permit
Exhibit F – Public Safety Services Terms and Conditions

EXHIBIT A
SPECIAL EVENT APPLICATION

Special Event Application

COMPLETE

#111

Please complete all questions with as much information as possible.

CREATED



PUBLIC

May 28th 2026, 2:57:04 pm

IP ADDRESS



24.127.135.36

* Applicant's Name

brandon simmons

Organization Name (If applicable)

Metro Cruise

* Type of Organization

LLC

* Mailing Address

PO Box 501

Grandville

MI

49468

United States

* Applicant's Phone Number

6165702120

* Applicant's email

metrocruise@gmail.com

* Contact Name During the Event

Brandon Simmons

* Contact Phone Number During the Event

6165702120

* Special Event Title/Name:

Metro Cruise Main Event at Rogers Plaza

* Select Special Event Type:

Festival

* This event will be held on:

Private Property

Event Location

Rogers Plaza parking lot
972 28th Street SW
Wyoming
MI
49509
United States

If event is for a Block Party, include the section/cross streets that you will/would need blocked from traffic. Example: Sentinel from Chalet Lane to Pinnacle

(No response)

* Event Description (Please provide as many details as possible)

Main Event gathering for the Metro Cruise, in the Rogers Plaza mall parking lot frontage.

* Are you seeking City of Wyoming co-sponsorship?

No

* Event start date

2026-08-21

* Event start time

14:00:00

* Event end date

2026-08-22

* Event end time

19:00:00

* Is this a multi-day event?

Yes

* Was this Special Event held last year?

Yes

If yes, what date and location was the event held last year?

August 22-23, 2025. At Rogers Plaza.

Previous year's attendance (if applicable)?

(No response)

* Is there an admission fee?

No

* What is the method of admittance (tickets, wristband, fee)?

none

* What is the anticipated attendance (if multi-day event, please give daily attendance expected)?

30000

*** Will there be food and beverage at the event?**

Yes

If you will be having food and beverage sales, who will be the vendor?

Multiple

*** Will there be alcohol at the event?**

No

If yes, who will be the distributor?

(No response)

*** Will there be retail sales at the event?**

Yes

*** Will amplification of music or speakers be used?**

Yes

*** Will there be signage in the area for the event?**

Yes

If yes, please specify location(s) of all signage

Most signage within venue, some on roadways indicating shuttle parking lots and safety information.

*** Will you have any tents at the event?**

Yes

If yes, how many tents and how large (please put square foot for each tent)?

2 tents, 30'x60' and 20'x40.

*** Will there be any inflatables at your event?**

No

If yes, how many?

(No response)

*** Will you provide portable toilets at your event?**

Yes

If yes, how many?

55

*** Will you provide volunteer staff for safety and security?**

Yes

If yes, how many?

20

*** Will you request Public Safety personnel to be present? (fire, police, EMS)? *If you desire Public Safety presence at your event, please contact the Police Department at 616-257-9711 and/or the Fire Department at 616-530-7250***

Yes

*** Set Up Start Date**

2026-08-20

*** Set Up Start Time**

09:00:00

*** Tear Down Complete by Date**

2026-08-23

*** Tear Down Completed by Time**

15:00:00

*** Will you have a stage at the event?**

Yes

*** Will you need access to an electrical outlet?**

No

*** Will you need access to water?**

Yes, I will need access to general water

Petition for Temporary Street Closure/Block Party Event: The City of Wyoming requires signatures from all affected residents/businesses both on and adjacent to a proposed street closure. Signatures and addresses will be cross-checked with the completed map prior to final approval. If any effected residents/businesses cannot sign the petition, indicate the address and reason(s) below (i.e. resident on vacation, unable to connect with resident, disapproves of street closure, etc.)

Closure Start Date

(No response)

Closure Start Time

(No response)

Closure End Date

(No response)

Closure End Time

(No response)

Street Name(s) to be closed

(No response)

The purpose of the street closure is:

(No response)

Attach event site plan/map (include all activity areas, queue patterns, entrances & exits, inflatables, equipment, parking, stages, tents, etc.)

[program_app_venue_maps_2025.pdf](#)

Attach event severe weather and emergency plan(include: a designated person to monitor weather conditions and medical/safety emergencies, communication plan to notify participants of severe weather or an emergency situation, protective areas in case of severe weather, etc.)

[lost_child_weather_policy_metro_cruise_2026.docx](#)

Attach written permission from Property Owner for the event (If the property owner is not operating the special event, please attach written consent from the property owner to the City of Wyoming pursuant to the property owner allowing the special event to take place on the property)

*** I affirm I have the legal authority to submit this Special Event Application on behalf of the organization/agency. I understand and will abide by the terms and requests of a subsequent Special Event Agreement/Release of Liability and the responsibilities included therein. I also understand that the failure to adhere to these responsibilities could result in the termination of this Application and/or subsequent Agreement/Release of Liability and financial adjustments being made accordingly.**

Please check the box to affirm you've read the above statement and that it is true of your application

*** Signature**

Brandon Simmons

*** Date**

2026-05-28

EXHIBIT B
EVENT LAYOUT PLAN

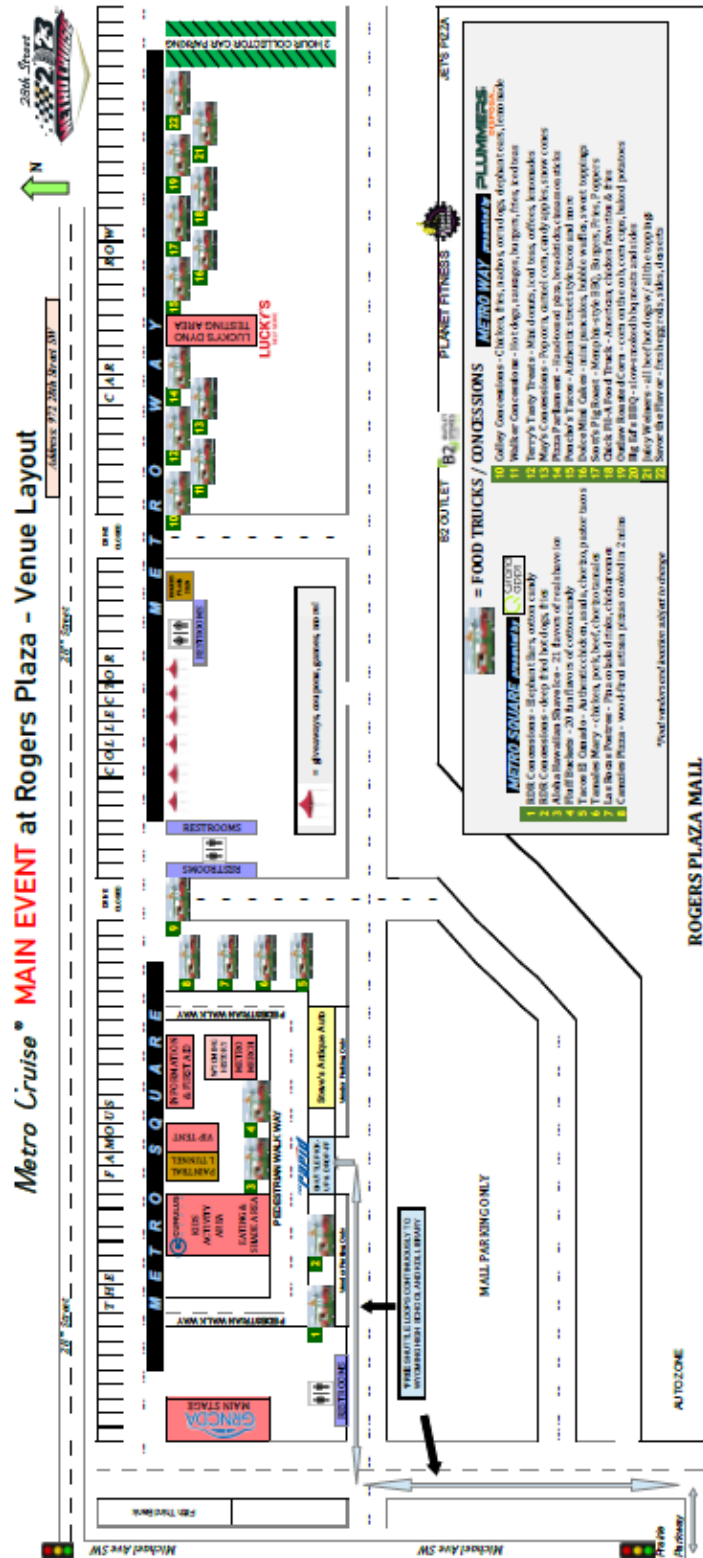


EXHIBIT C
CITY SUPPLIES AND SERVICES FOR EVENT

City Supplies

Barriacdes will be provided.

The City's bleachers will be provided pursuant to the application for them, i.e., to be delivered to the Event Venue after 10:00 a.m., Thursday, August 20, 2026, and picked up from the Event Venue anytime after the Event ends.

City Services

City services include those provided in this Agreement and in the Public Safety Services Terms and Conditions attached as Exhibit F.

EXHIBIT D
SEVERE WEATHER AND EMERGENCY PLAN

All outdoor events must have a severe weather and emergency plan to evacuate the premises or move persons to a safe location in case of a severe storm or other emergencies.

SEVERE WEATHER POLICY

During the event of severe weather, all volunteers, participants, and vendors are to seek shelter in a safe enclosed structure. All Metro Cruise® activities will be suspended if any of the following occur:

- When lightning is within a 6-mile radius of Rogers Plaza or Woodland Mall
- City of Wyoming/Kentwood warning sirens are used or an emergency air horn is sounded
- Metro Cruise organizers identify an approaching strong storm

The event and activities may resume thirty minutes following the last flash of lightning per the NWS warning system or lightning detection equipment.

The suspension, cancellation, and resumption of Metro Cruise® will be announced from the Metro-Main Stage at Rogers Plaza, the Metro Cruise® Facebook page, and on WLAV 96.9 FM. In an effort to host all of our scheduled activities, we will attempt to delay events rather than cancel a missed event due to weather.

For the most up-to-date event information, please check the Facebook home page [f / metrocruise](https://www.facebook.com/metrocruise).

LOST CHILD OR VULNERABLE ADULTS

If you are at the Rogers Plaza OR Woodland Mall Main Event sites, and you become separated from your child, parent, or vulnerable adult, please proceed to the Metro Cruise® Information tent (Red & White Canopy tent), First Aid & Security tents, or find a Security or Official member.

EXHIBIT E
SPECIAL HIGHWAY USE PERMIT



City of Wyoming
TRAFFIC DEPARTMENT
SPECIAL HIGHWAY USE PERMIT

Permit No: 2085

Permit Fee: \$0.00

2660 Burlingame Ave SW
Wyoming, MI 49509
Phone: 616-530-7263
Fax: 616-249-3487
tra_info@wyomingmi.gov

Street Closure

Date: 6/16/2026

Account No: 202-483.000

Applicant:	Brandon Simmons	Organization:	28th Street Metro Cruise
Street:	PO Box 501	Phone:	231-735-5179
City:	Grandville	Fax:	
State:	MI	Zip:	49468

Applicant's signature: _____

Event Type: ☐ Block Party
☐ Graduation
Other: Metro Cruise

Event Date: 8/21/2026

Start Time: 12:00 pm

End Time: 8:00pm

Location:

Street closure for special event at Rogers Plaza:
Michael Ave (28th St - 28 West Place)

Special Requirements:

Traffic Department staff to prep signs, cones, and barricades for event setup on Thurs Aug 20.
Street closure to be set up beginning at 12:00pm on Friday Aug 21 through Saturday Aug 22 at 7:00pm
Additional cones will be provided for Public Safety Departments use to block 28th St. EB right-turn lane & WB left-turn lane at Michael Ave. Closure may be removed temporarily if warranted by traffic conditions.

No parking on Michael in closure area

MDOT permit for the lane closure on 28th St is

Approved by: B. A. S. A.

Date: 6/16/26

EXHIBIT F

PUBLIC SAFETY SERVICES TERMS AND CONDITIONS

BACKGROUND

- A. Sponsor intends to host its annual Metro Cruise event in the City (the "Site") from **August 21, 2026**, through **August 22, 2026** (the **Event**), in accordance with the 2024 Metro Cruise Special Event Agreement between the City and the Sponsor dated as of **July 15, 2026** (the **Agreement**).
- B. Sponsor expects to draw many vendors, participants, patrons, Event staff and volunteers, and other attendees to the Event during the hours specified in the Agreement.
- C. While it has its own security team, Sponsor, as part of an overall cooperative effort agree that presence of police and fire personnel during and immediately following the Event's hours on Friday and Saturday will help ensure the safety of Event staff, volunteers, participants, patrons, the general public and during the Event.

TERMS AND CONDITIONS

1. Assignment.

- A. City will provide a public safety presence at the Event generally anticipated to be as follows:
1. Approximately 77 city Police personnel providing a total of 680 hours of services with 28 assigned officers on Friday, 21 assigned officers on Saturday morning, and 28 assigned officers on Saturday afternoon and evening. The estimated total cost to the City to provide the assigned police personnel is between \$25,000 and \$28,000.
 2. Some City Fire personnel will serve during the Event.
 3. City estimates approximately 600 hours of mutual aid will also be provided by law enforcement personnel from other area jurisdictions.
 4. Police personnel will be assigned to the Event during the following operational periods:
 - a. Friday, August 21, 2026 – 4:00 pm – 11:00 pm. Briefing will begin at 4:00 pm and units will be in assigned positions no later than 5:00 pm.
 - b. Saturday, August 22, 2026 – 9:00 am – 10:00 pm. Briefing will begin at 9:00 am and units will be in assigned positions no later than 10:00 am.
 - c. If there is a need for police or fire services outside of the above mentioned operational periods, Sponsor, or their designee, shall call 9-1-1 to request services.
- B. City's personnel will be selected, assigned and deployed by City at the Event in accordance with these Terms and Conditions, City policies and practices, and as provided in the Agreement.
- C. This Contract provides for City Public Safety personnel (and anticipated mutual aid law enforcement personnel) presence, not any special or enhanced duties or services. Assigned officers will be under normal City Public Safety Department command and will act in accordance with City Public Safety Department policies, procedures and protocols. Event personnel shall have no ability to direct the assigned police officers. Company personnel may make requests of the assigned officers who will respond to those requests in accordance with City Public Safety Department direction, policies, procedures and protocols. If Event personnel believe different actions or responses are appropriate, Event personnel may direct any such concerns to City Public Safety Department command personnel.
- D. Except as Sponsor may otherwise allow or as otherwise provided by law or City policies and practices, assigned City personnel will generally remain outside the areas of the Event Venue that are open only to Sponsor's personnel and not to the general public.
- E. In accordance with its normal practice, City may assign other personnel to duties related to the Event.
- F. If, in City Public Safety Department command personnel's sole discretion, a situation away from the Event Venue requires a Public Safety response, City Public Safety Department command personnel may dispatch City personnel assigned to the Event to that other situation until, in the sole discretion of City Public Safety Department command personnel, the other situation has been addressed in a manner that those personnel (or replacement personnel) can be returned to the Event to resume the services provided in these Terms and Conditions. If such a circumstance occurs, the assigned officers will notify Event personnel that they are leaving, and the Sponsor will be provided a direct contact number for City Public Safety Department command personnel on duty that time.
- G. It is intended the City personnel assigned to perform services under these Terms and Conditions will interact with Event personnel, participants, patrons and the general public in a manner similar to that in which such City personnel would interact during similar events and assignments. Similarly, it is intended that the Sponsor and Sponsor's personnel

will interact with the assigned City personnel in a manner similar to that of other businesses, organizations, events and individuals interacting with City personnel in similar situations.

H. Nothing in the Agreement or these Terms and Conditions shall limit the lawful authority of or the lawful exercise of that authority by City or any City personnel.

2. Payment. Sponsor will pay City as provided in the Agreement.

3. Responsibility for Personnel. City and Sponsor will be solely responsible for the statements, acts, and omissions of their respective personnel. Neither party shall be responsible for the statements, acts and omissions of the other party's personnel. Neither party shall be responsible to insure the other party or the other party's personnel.

RESOLUTION NO. _____

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

WHEREAS:

1. The City has had a contract with Consumers Energy Company (CE) for CE owned streetlights throughout the City for many years.
2. The City desires to have CE install two cobra head streetlights at 2433 Byron Center Ave on the north and south side of the road in place of center suspension lights.
3. CE will place streetlight and necessary appurtenances at no cost to the City.
4. CE has submitted the attached modification to the streetlighting contract to address this change.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the City Manager and City Clerk to execute the attached Authorization for Change in Standard Streetlighting Contract and the accompanying Consumers Energy Resolution.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 20, 2026:

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Authorization for Change in Standard Lighting Contract
Consumers Energy Resolution
Vicinity Map

Resolution No. _____



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

Contract Number: 100000339505

Consumers Energy Company is authorized as of _____ by the City of WYOMING CITY, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of WYOMING CITY, dated 12/1/2012.

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 12/1/2012 shall remain in full force and effect.

Contract Number: 103016902985

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

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

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

Notification Number(s): 1077378771

Comments: REMOVING TWO CENTER SUSPENIONS AND REPLACING WITH COBRAHEADS

City of WYOMING CITY

By: _____

(Signature)

(Printed)

Its: _____

(Title)

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

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of WYOMING CITY, dated 12/1/2012, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

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

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

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

STATE OF MICHIGAN
COUNTY OF KENT

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

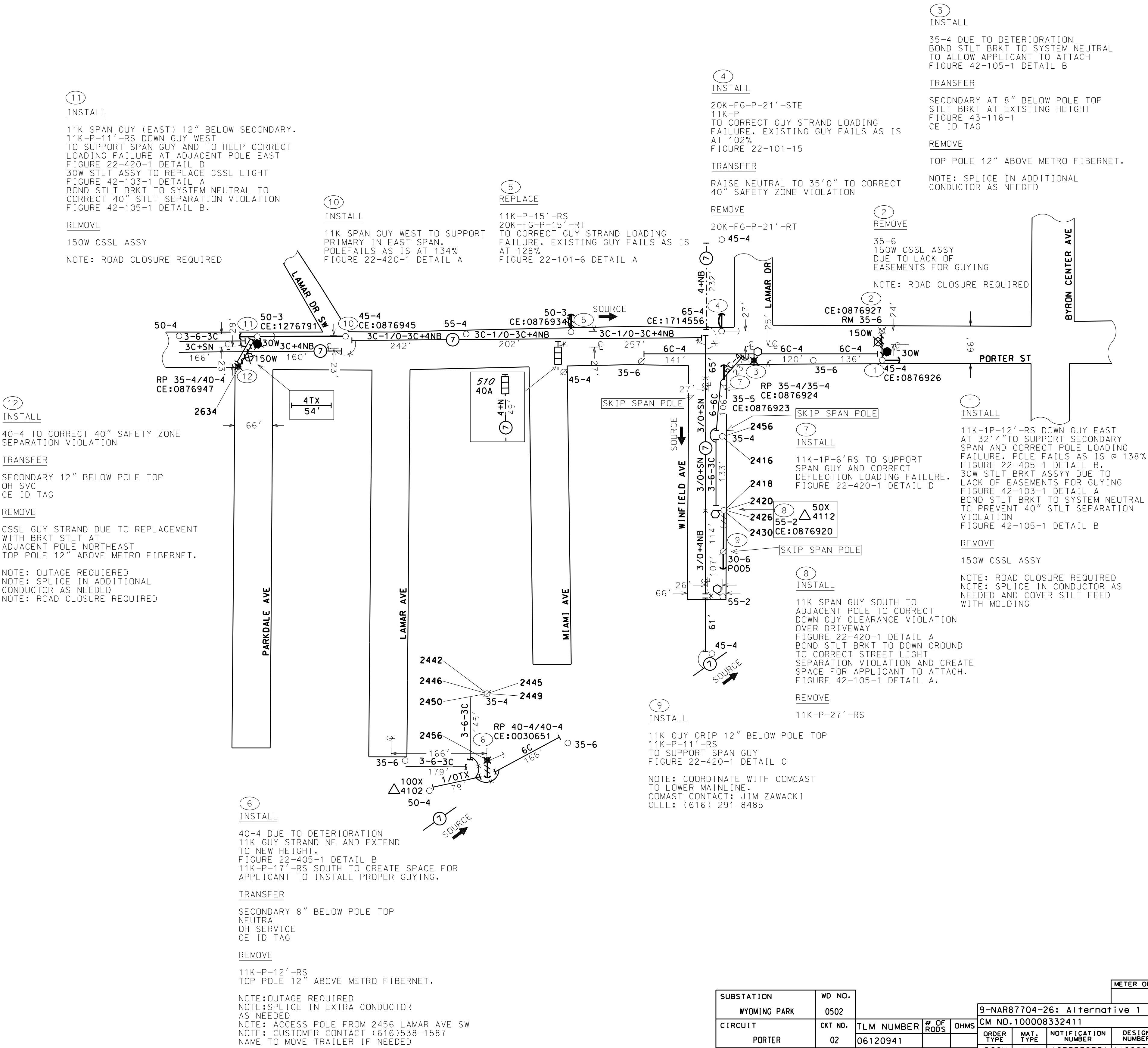
☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City



GENERAL CONSTRUCTION NOTES:
HLT REQUIRED AT THE SUBSTATION
TOPPED POLES AT LOCATIONS 3,6,12
TO BE REMOVED AFTER COMMS TRANSFER.
SEE ERET NOTIFICATION:XXXXXXXXXX



SUBSTATION		WD NO.		METER ORDER NUMBER		METER NUMBER		READ		METER LOCATION	
WYOMING PARK		0502		9-NAR87704-26: Alternative 1							
CIRCUIT		CKT NO.		TLM NUMBER		# OF		OHMS		JOB PURPOSE:	
PORTER		02		06120941						MAKE READY FOR 9-NAR87704-26 KEPS 2433 BYRON CENTER AVE	
 A CMS Energy Company		CE STAKING REQ'D ☒ Yes ☐ No		ORDER TYPE		MAT. TYPE		NOTIFICATION NUMBER		DESIGN NUMBER	
				DSGN		EST		1077378771		11889297	
		FORESTRY REQ'D ☐ Yes ☒ No									
										UPSTREAM SECTIONALIZING DEVICE: SWITCH (355/900)	
										LOCATION: WYOMING PARK SUB EXIT	
										COORDINATOR DESIGNER	
										CONSUMERS ENERGY CONTACTS	
										DEPARTMENT NAME NUMBER	
										COORINATOR DESIGNER	
										MEGAN C JANSON BRIAN HENRIQUEZ	
										517-788-9045 909-816-8592	
SHEET D SHEET 1 OF 1		SCALE 1"=100'		KENT		CO		WYOMING		TWP T 06N R 12W SEC. 09	

RESOLUTION NO. _____

RESOLUTION TO APPROVE A SECOND AMENDMENT TO THE 2013 VERIZON
LEASE AGREEMENT AT THE GEZON ELEVATED WATER STORAGE TANK SITE
AND TO AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE
AMENDMENT

WHEREAS:

1. On August 19, 2013, City Council adopted Resolution number 24578, entering into a lease agreement with Verizon Wireless to install wireless communications equipment at the 5651 Gezon Court location, with an expiration date of 2028.
2. On October 17, 2022, City Council adopted Resolution number 27500 amending the 2013 Verizon Wireless lease agreement.
3. As detailed in the attached staff report, it is recommended the City Council approve a second amendment to the 2013 Verizon Wireless lease agreement with Cellco Partnership d/b/a Verizon Wireless.
4. The staff report budget impact section details the lease revenue, annual escalator and agreement extension.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the second amendment with Cellco Partnership d/b/a Verizon Wireless.
2. The City Council does hereby authorize the Mayor and City Manager to execute the amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 20, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Amendment

Resolution No. _____

STAFF REPORT

Date: July 9, 2026

Subject: Second Amendment to 2013 Verizon Lease Agreement

From: Aaron Vis, Director of Public Works

Meeting Date: July 20, 2026

RECOMMENDATION:

It is recommended that the City Council approve the second amendment to the 2013 Verizon Lease Agreement, which allows Verizon to install and maintain cell tower antenna and supporting infrastructure at the Gezon elevated water storage tank. This lease provides a potential extension, in 5-year increments, for up to 25 years and includes a semi-annual payment of \$24,500 starting in December of 2028 and increasing by 4% annually thereafter.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP

DISCUSSION:

In August 2013, the City entered into an agreement with Verizon Wireless, via Resolution 24578, to install and maintain antennas and related cellular equipment at the Gezon elevated water storage tank. The agreement was first amended in 2022 through Resolution 27500, allowing Verizon to add additional antennas to the tank. The original agreement is scheduled to expire in 2028, and in anticipation of that, Verizon has requested an extension.

City staff have negotiated the attached second amendment to the 2013 Verizon Lease Agreement. This amendment continues the existing contract terms and compensation structure for use of space on the water tower. Beginning December 1, 2028, semi-annual rent will be \$24,500, increasing by 4% annually thereafter. The amendment includes an initial term of five years, with the option for up to four additional extensions.

Strict contractual limitations remain in place to protect City water operations and infrastructure. Verizon is responsible for all costs related to installation, permitting, and maintenance.

BUDGET IMPACT:

The budget impact is an increase in lease revenue in the form of semi-annual payments of \$24,500 starting in December of 2028 and escalating 4% annually.

Attachment:
Second Amendment and Original Lease Agreement

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between the City of Wyoming, a Michigan municipal corporation (“Lessor”), and Cellco Partnership d/b/a Verizon Wireless (“Lessee”). Lessor and Lessee (or their predecessors in interest) entered into that certain Agreement dated October 14, 2013, as may have been previously amended and/or assigned, (the “Agreement”), pursuant to which Lessee is leasing from Lessor a portion of that certain property located at 5651 Gezon Court, City of Wyoming, County of Kent, State of Michigan, as more particularly described in the Agreement. Lessor and Lessee may be referenced in this Second Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on December 1, 2028. Commencing on December 1, 2028, the Agreement shall be extended for five (5) years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for four (4) additional terms of five (5) years each (each, an “Additional Extension Term”), unless Lessee terminates the Agreement by giving Lessor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on December 1, 2028, the semi-annual rent shall be \$24,500.00 to be paid, semi-annually, in advance, to Lessor or such other person as Lessor may designate in writing at least 30 days in advance of any rental payment date. Beginning on December 1, 2029, the semi-annual rent shall increase by 4% over the then current semi-annual rent on each one-year anniversary of December 1, 2029 thereafter.

3. Rent Credit. This Second Amendment provides for a reduction in rent, effective December 1, 2028. The Parties acknowledge and agree that Lessee shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against Lessee’s rent due under the Agreement.

4. Notice Address. The notice address for Lessee in the Agreement is hereby amended as follows:

Verizon Wireless
If to Lessee: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

5. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Second Amendment, the terms and provisions of this

Second Amendment shall control. In addition, except as otherwise stated in this Second Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Second Amendment.

6. Ratification and Reaffirmation. Lessor and Lessee do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Second Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Second Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Second Amendment is effective and entered into as of the date last written below.

Lessor:

City of Wyoming,
a Michigan municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

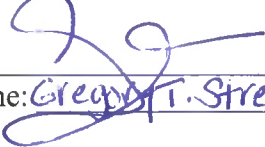
By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

By:  _____
Name: Gregory T. Stremers City Attorney

Lessee:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), made as of the 14 day of Oct, 2013, 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's 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 its 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.

(c) 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: Wyoming City Clerk

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

and a copy to: 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

Isis M. Jones
Name: Isis M. Jones

By: [Signature]
Jack A. Poll, Its Mayor

Date: August 22, 2013

Kristen M. Bosker
Name: Kristen M. Bosker

By: Rhonda Halligan, Deputy Clerk
for Heidi Isakson, Its City Clerk

Date: August 22, 2013

APPROVED AS TO FORM:

[Signature]

LESSEE:

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

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

Ann Goldstein
Name: Ann Goldstein

By: [Signature]
Lynn Ramsey, Area Vice President Network

Date: 10/14/13, 2013

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.



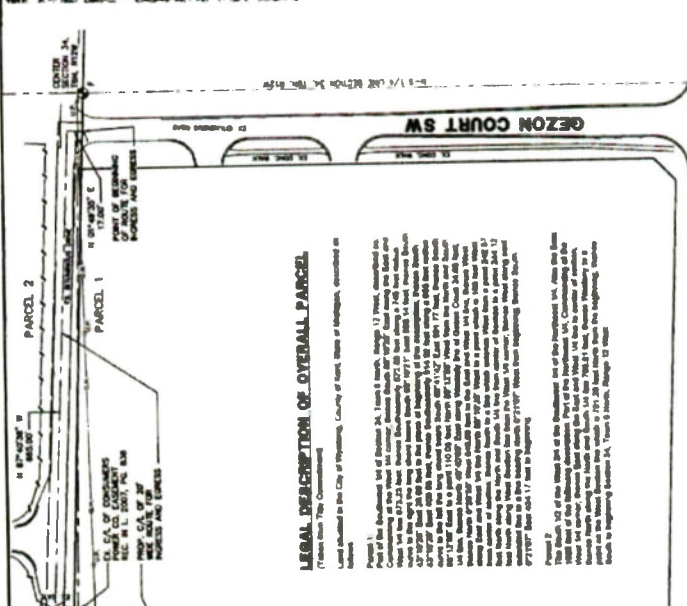
LOCATION
TOWER 43' 58.6"
LATITUDE 42° 51' 40.6"
LONGITUDE 85° 43' 58.6"
TOWER BASE - 760.3

LEGAL DESCRIPTION OF LEASE AREA
A certain portion of the Section 34, Township 34N, Range 12E, County of Kent, State of Michigan, containing 1.00 acre, more or less, being the same as described in the plat of the Section 34, Township 34N, Range 12E, County of Kent, State of Michigan, recorded in the Public Records of the County of Kent, Michigan, at the office of the Register of Deeds, Book 10, Page 10.

NOTE
The leasehold interest in the above described land is being conveyed to the lessee for the term of years hereinafter expressed, subject to the covenants and conditions hereinafter expressed, and the lessee shall hold the same subject to the covenants and conditions hereinafter expressed.

PROPERTY INFORMATION
Parcel 1: 0.25 ACRES
Parcel 2: 0.25 ACRES
Parcel 3: 0.25 ACRES
Parcel 4: 0.25 ACRES
Parcel 5: 0.25 ACRES
Parcel 6: 0.25 ACRES
Parcel 7: 0.25 ACRES
Parcel 8: 0.25 ACRES
Parcel 9: 0.25 ACRES
Parcel 10: 0.25 ACRES
Parcel 11: 0.25 ACRES
Parcel 12: 0.25 ACRES
Parcel 13: 0.25 ACRES
Parcel 14: 0.25 ACRES
Parcel 15: 0.25 ACRES
Parcel 16: 0.25 ACRES
Parcel 17: 0.25 ACRES
Parcel 18: 0.25 ACRES
Parcel 19: 0.25 ACRES
Parcel 20: 0.25 ACRES
Parcel 21: 0.25 ACRES
Parcel 22: 0.25 ACRES
Parcel 23: 0.25 ACRES
Parcel 24: 0.25 ACRES
Parcel 25: 0.25 ACRES
Parcel 26: 0.25 ACRES
Parcel 27: 0.25 ACRES
Parcel 28: 0.25 ACRES
Parcel 29: 0.25 ACRES
Parcel 30: 0.25 ACRES
Parcel 31: 0.25 ACRES
Parcel 32: 0.25 ACRES
Parcel 33: 0.25 ACRES
Parcel 34: 0.25 ACRES
Parcel 35: 0.25 ACRES
Parcel 36: 0.25 ACRES
Parcel 37: 0.25 ACRES
Parcel 38: 0.25 ACRES
Parcel 39: 0.25 ACRES
Parcel 40: 0.25 ACRES
Parcel 41: 0.25 ACRES
Parcel 42: 0.25 ACRES
Parcel 43: 0.25 ACRES
Parcel 44: 0.25 ACRES
Parcel 45: 0.25 ACRES
Parcel 46: 0.25 ACRES
Parcel 47: 0.25 ACRES
Parcel 48: 0.25 ACRES
Parcel 49: 0.25 ACRES
Parcel 50: 0.25 ACRES
Parcel 51: 0.25 ACRES
Parcel 52: 0.25 ACRES
Parcel 53: 0.25 ACRES
Parcel 54: 0.25 ACRES
Parcel 55: 0.25 ACRES
Parcel 56: 0.25 ACRES
Parcel 57: 0.25 ACRES
Parcel 58: 0.25 ACRES
Parcel 59: 0.25 ACRES
Parcel 60: 0.25 ACRES
Parcel 61: 0.25 ACRES
Parcel 62: 0.25 ACRES
Parcel 63: 0.25 ACRES
Parcel 64: 0.25 ACRES
Parcel 65: 0.25 ACRES
Parcel 66: 0.25 ACRES
Parcel 67: 0.25 ACRES
Parcel 68: 0.25 ACRES
Parcel 69: 0.25 ACRES
Parcel 70: 0.25 ACRES
Parcel 71: 0.25 ACRES
Parcel 72: 0.25 ACRES
Parcel 73: 0.25 ACRES
Parcel 74: 0.25 ACRES
Parcel 75: 0.25 ACRES
Parcel 76: 0.25 ACRES
Parcel 77: 0.25 ACRES
Parcel 78: 0.25 ACRES
Parcel 79: 0.25 ACRES
Parcel 80: 0.25 ACRES
Parcel 81: 0.25 ACRES
Parcel 82: 0.25 ACRES
Parcel 83: 0.25 ACRES
Parcel 84: 0.25 ACRES
Parcel 85: 0.25 ACRES
Parcel 86: 0.25 ACRES
Parcel 87: 0.25 ACRES
Parcel 88: 0.25 ACRES
Parcel 89: 0.25 ACRES
Parcel 90: 0.25 ACRES
Parcel 91: 0.25 ACRES
Parcel 92: 0.25 ACRES
Parcel 93: 0.25 ACRES
Parcel 94: 0.25 ACRES
Parcel 95: 0.25 ACRES
Parcel 96: 0.25 ACRES
Parcel 97: 0.25 ACRES
Parcel 98: 0.25 ACRES
Parcel 99: 0.25 ACRES
Parcel 100: 0.25 ACRES

NOTE
The leasehold interest in the above described land is being conveyed to the lessee for the term of years hereinafter expressed, subject to the covenants and conditions hereinafter expressed, and the lessee shall hold the same subject to the covenants and conditions hereinafter expressed.



LEGAL DESCRIPTION OF OVERALL PARCEL
A certain portion of the Section 34, Township 34N, Range 12E, County of Kent, State of Michigan, containing 1.00 acre, more or less, being the same as described in the plat of the Section 34, Township 34N, Range 12E, County of Kent, State of Michigan, recorded in the Public Records of the County of Kent, Michigan, at the office of the Register of Deeds, Book 10, Page 10.

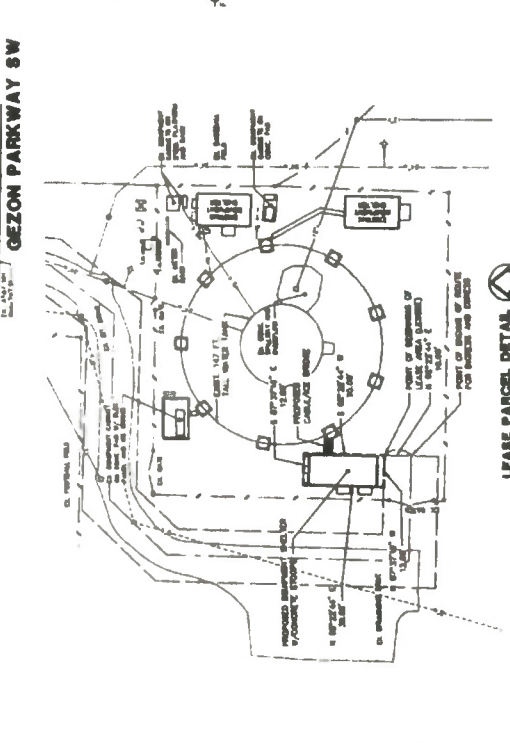
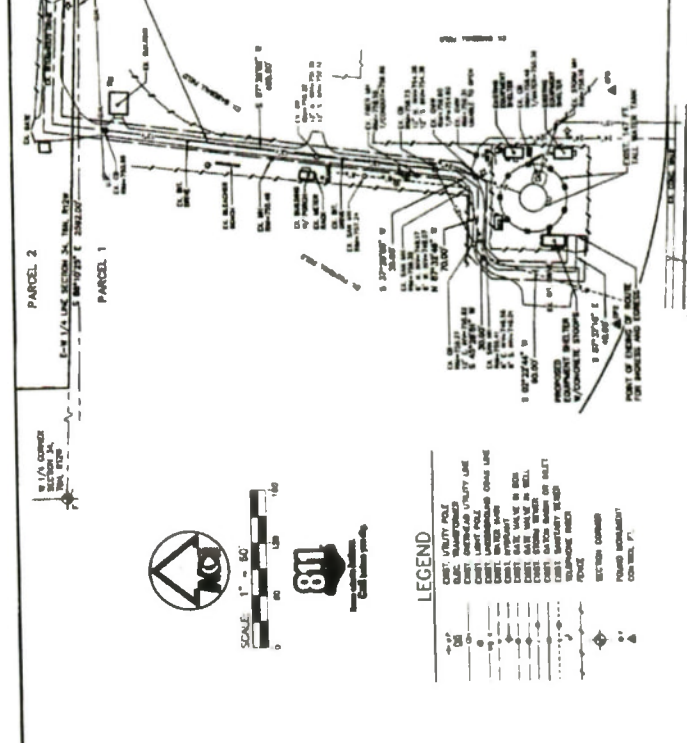
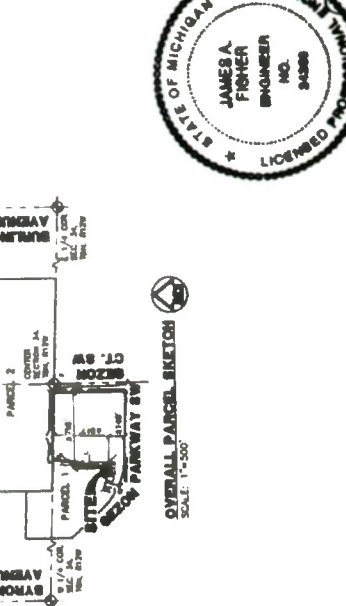


Exhibit D

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

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

)

ACKNOWLEDGEMENT

COUNTY OF KENT

)

)

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

)

ACKNOWLEDGMENT

COUNTY OF COOK

)

)

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"

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"

EXHIBIT B

SURVEY

[See Attached]

Exhibit "B"



Verizon Connect NWF GSA # GS-07F-5559R

Hardware & Service Order

Josh Skipp

Please review your contract agreement below.

joshua.skipp@verizonconnect.com

For questions, please inquire with your sales contact.

CONTRACT INFORMATION

Date	06/10/2019
Purchase Type	Purchase
Contract Type	GSA GS07F5559R
PO #	

COMPANY INFORMATION

Company Name	Wyoming, MI
Doing Business As	
Address	1155 28TH ST SW
City	WYOMING
State	MI
Zip	49509-2825
Time Zone	

ORDER INFORMATION

Order Type	New Business
Customer Number	
Account Sub Type	PUBLIC SECTOR

CONTACT INFORMATION

Please select the following roles: Signatory, Accounts Payable, Install Main POC, Fleet Manager Main User

Role	First Name	Last Name	Phone	Email

PRODUCTS & SERVICES

SEQ	ITEM	SKU	CATEGORY	QTY	DEVICE CONTRACT TERM	NRC PRICE	NRC TOTAL	MRC PRICE	MRC TOTAL
1	SOL-GPS AND DIAGNOSTICS	SOL-GPS AND DIAGNOSTICS-VERIZON	SOLUTION	5	N/A	0.00	151.15	0.00	109.75
1.1	GPS AND DIAGNOSTICS LTE	5500N4VL	HARDWARE	5	N/A	0.00	0.00	0.00	0.00
1.2	MONTHLY SERVICE 5500	MOH5500120	SERVICE	5	N/A	0.00	0.00	18.95	94.75
1.3	USM 9-PIN SQUARE HARNESS	PARTS100	HARNESS	3	N/A	30.23	90.69	0.00	0.00
1.4	USM OBDII BYPASS HARNESS	PARTS109	HARNESS	2	N/A	30.23	60.46	0.00	0.00
1.5	CONFIGURABLE UPDATE RATE 15 5500	CUH5500015	ACCESSORY	5	N/A	0.00	0.00	3.00	15.00

* Sales Tax and Shipping are additional to this subtotal

* ONE TIME CHARGE:

\$ 151.15

* MONTHLY RECURRING CHARGES:

\$ 109.75

COMMENTS

SHIPPING INFORMATION

	LOCATION 1	LOCATION 2	LOCATION 3
Company			
Contact			
E-Mail			
Phone			
Street Address			
City			
State			
ZIP Code			
Country			
Shipping Method			
Items to Ship			

TAX INFORMATION

Tax Exempt	
------------	--

If Tax Exempt, provide State Tax Exempt form to: nwftaxexempt@verizonconnect.com Otherwise, please enter your Tax ID below	
Tax ID	38-6006933
Credit Terms Requested	

TERMS AND CONDITIONS
This order is pursuant to the Terms and Conditions of Verizon Connect NWF Inc's (VCN)(formerly Networkfleet) GSA Contract# GS-07F-5559R only. The PO# if listed above is for reference purposes only, including as a reference on any invoice from VCN. Any terms and conditions contained in a PO supplied by Wyoming, MI are rejected, void and have no force and effect. You acknowledge, guarantee, and warrant that you are legally authorized to enter into a recurring billing arrangement with VCN. Payment Terms are Net 30 days. You understand that in order to make any alternate payment arrangements, you will contact VCN in writing at nwfaccountsreceivable@verizonconnect.com ten (10) days prior to the scheduled charge date to make the appropriate changes which require VCN's written consent. This order is subject to acceptance by VCN and is not binding on VCN until it has been accepted by VCN by either sending you notice of acceptance or the shipment of the products you have ordered. You acknowledge that Wyoming, MI has the power and authority to enter into this agreement and to perform its obligations hereunder, that the individual signing on behalf of Wyoming, MI has authority to do so, and that Wyoming, MI agrees to all of the terms and conditions of VCN's GSA Contract# GS-07F-5559R and agrees that this order is subject solely to the terms and conditions of VCN's GSA Contract# GS-07F-5559R. Notes: 1. Any of the listed equipment marked as OPEN MARKET are products that are not listed on GSA Federal Supply Schedule Contract No. GS-07F-5559R (and, pursuant to FAR 8.402(f), should be noted applicably on all procurement documents including but not limited to Purchase Orders, BPAs, or individual task or delivery orders). OPEN MARKET products are manufactured by third parties and may be manufactured or substantially transformed in non-designated countries. Please contact us if you need country of origin information for a specific product. 2. Taxes and Shipping: a. Pricing provided does not include taxes. Taxes (if applicable) are applied to the monthly invoice. b. Shipping: FOB Destination. Shipping is included in the price above. 3. If applicable: "Qty" for Configurable Update Rate: Notwithstanding the "Qty" (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer's SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration. 4. Discount for Networkfleet 5200 and 5500 series products only: New and existing Government customers purchasing either the Networkfleet 5200 or 5500 Series Devices, from 4/1/2019 to 6/30/2019, will receive a device discount of \$80.00 for each new 5200 or 5500 Series Device with a new line of Networkfleet Service and a minimum twelve (12) month Device Contract Term. The applicable Device will be activated on the earlier of (1) installation in a vehicle or (2) 8/23/2019. The Networkfleet Services fee for the applicable Device begins at the time of activation of the Device, but in no event later than 8/23/2019. NOTE: Any executed order, received later than 6/30/2019, will be null and void and ineligible to receive the discount described above.

CUSTOMER SIGNATURE	
I have read and agree to the terms and conditions.	
Print Name	Curtis Aboet
Signature	
Position	City Manager
Date	July 1, 2019

Approved as to form

 Scott G. Smith, City Attorney
 Date: 06-26-2019

Lessee Site: 6853 Wyoming WT
Lessee Site ID: 261976

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (this "First Amendment") is entered into this 27th day of october, 2022 by and between the City of Wyoming, a Michigan Municipal Corporation with an address of 1155 – 28th St. S.W., Wyoming, Michigan 49509 (hereinafter referred to as "Lessor") and Cellco Partnership d/b/a Verizon Wireless whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Lessee").

WHEREAS, Lessor entered into an Agreement dated October 14, 2013 with Lessee's predecessor in interest New Par, a Delaware partnership, d/b/a Verizon Wireless to allow Lessee to install communication equipment on Lessor's water tank located at 5651 Gezon Court, City of Wyoming, County of Kent, State of Michigan.

WHEREAS Lessee Cellco Partnership d/b/a Verizon Wireless is the proper successor in interest to New Par, a Delaware partnership, d/b/a Verizon Wireless.

WHEREAS Lessor and Lessee, in their mutual interest, wish to amend the Agreement to modify Lessee's equipment.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Equipment Modification: Lessor consents to the installation and operation of additional antennae and related equipment as more completely described in the attached Exhibit B-1, attached hereto. Lessor's execution of this First Amendment will signify Lessor's approval of Exhibit B-1. Exhibit B of the Agreement shall be modified by this Exhibit B-1. Any reference in the Agreement to Exhibit B shall also be a reference to Exhibit B-1.

2. Rent: Beginning December 2, 2022, the semi-annual rent shall increase One Thousand Eight Hundred (\$1,800.00) Dollars and be due and payable in the amount of \$20,087.51 and shall be subject to all adjustments and escalations as provided in the Agreement.

3. Notice Address: Lessee hereby updates it's notice address provided in Paragraph 23 of the Agreement to:

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

4. This First Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

5. Except as modified herein, all other terms and conditions of the Agreement will remain in full force and effect. In the event that this First Amendment is inconsistent with the terms and conditions of the Agreement, then this First Amendment shall control.

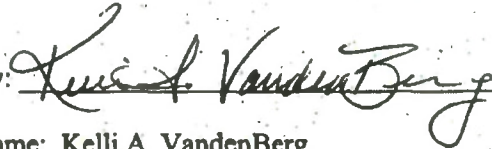
**LESSOR: City of Wyoming, a Michigan
Municipal Corporation**

By: 

Name: Sam Bolt

Its: Mayor Pro Tem

Date: Oct. 17, 2022

By: 

Name: Kelli A. Vandenberg

Its: City Clerk

Date: Oct. 18, 2022

Approved as to form:

By: 
Name: Scott G. Smith, City Attorney

**LESSEE: Cellco Partnership d/b/a Verizon
Wireless**

By: 

Name: Douglas Venable

Its: Sr Real Estate Manager

Date: Oct 27, 2022

EXHIBIT B-1

**Dixon Engineering Drawings dated 3/8/2022 (3 sheets)
Final Antenna and Equipment Configuration Shown on Sheet S2**

[see attached]

1. ALL WELDING SHALL BE PERFORMED BY A CERTIFIED WELDER.
2. COMPLY WITH THE AWS D1.1 STRUCTURAL WELDING CODE, ANSI/AWSA D100-11 (LATEST EDITION THEREOF), "AWSA STANDARD FOR WELDED STEEL TANKS FOR WATER STORAGE" AND FEDERAL, STATE, AND LOCAL CODES, DURING CONSTRUCTION DESIGN AND FABRICATION.
3. MAKE ALL WELDS TO THE TANK WALL WITH E7018 LOW HYDROGEN ROD. WELD SMOOTH AND AVOID UNDERCUTS AND BURRS. GRIND SMOOTH ALL WELDS SO THAT NO SHARP PROTRUSIONS REMAIN. SMOOTH IS DEFINED AS: "NO CUTS OR ABRASIONS OCCUR WHEN RUBBING YOUR HAND OVER THE WELD."
4. BEFORE WELDING, REMOVE ALL COATINGS WITHIN 6" OF THE AREA TO BE WELDED.
5. USE ASTM A-36 CARBON STEEL FOR ALL STRUCTURAL STEEL; USE A-307 BOLTS UNLESS OTHERWISE SPECIFIED.
6. FIELD FIT UP PROBLEMS OR CHANGES TO THE PLAN SHEETS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

1. SHOP PAINTING:
 ABRASIVE BLAST CLEAN ALL NEW STEEL TO COMMERCIAL GRADE (SSPC-SP6) CONDITION
 AND APPLY A THREE COAT EPOXY/URETHANE SYSTEM AS FOLLOWS:

COAT	THEMEC SERIES	MINIMUM DET	MAXIMUM DET
PRIMER	27	2.0	3.0
INTERMEDIATE	27	2.0	3.0
TOP COAT*	1074	2.0	3.0

2. EDGES TO BE WELDED IN THE FIELD SHALL NOT BE COATED (LEAVE A MINIMUM OF TWO INCHES BARE METAL.)
3. FIELD PAINTING:
EXTERIOR-SOLVENT CLEAN, SPOT POWER TOOL CLEAN ALL ABRADED AND WELDED AREAS TO A SSPC-SP11 GRAY METAL CONDITION AND SPOT COAT IN ACCORDANCE WITH COUGHNESS AS SHOWN ON THE FIELD PAINTING DETAIL.
DRY INTERIOR-SPOT POWER TOOL CLEAN ALL AREAS OF BURNED COATING TO A SSPC-SP11 GRAY METAL CONDITION AND APPLY A TWO COAT EPOXY POLYAMIDE SYSTEM AS FOLLOWS:

	<u>THEMEC SERIES</u>	<u>MINIMUM DFT</u>	<u>MAXIMUM DFT</u>
COAT	FC20	3.0	5.0
PRIMER			
TOP COAT*	FC20	3.0	5.0

4. PREPARATION OF GALVANIZED MATERIAL:
APPLY ONE COAT OF CLEAN 'N' ETCH AS PER MANUFACTURER'S RECOMMENDATIONS
AND COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED BELOW.

COAT	INTEC SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	88 HI-BUILD EPOXOLINE	2.0	3.0
TOP COAT*	1074 ENDURA-SHIELD	2.0	3.0
TOTAL		4.0	6.0

5. PREPARATION OF ALL MISCELLANEOUS ANTENNA EQUIPMENT:

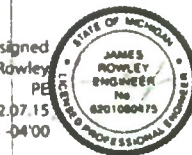
(ANTENNAS, COAX, MOUNTING BRACKETS)		MINIMUM DET	MAXIMUM DET
COAT	INHEC SERIES		
PRIMER	135 CHEMIBUILD EPOXY	3.0	4.0
TOP COAT	1074 ENDURA-SHIELD	2.0	3.0
TOTAL		5.0	7.0

6. APPLY ALL COATINGS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS

*TOP COAT COLOR TO MATCH EXISTING COLOR.
(SEE TANK OWNER FOR RECORDS)

Digitally signed
by James Rowley

Date: 2022.07.15
'13:38:55 -04'00



STRUCTURAL SHEETS S1 - S3

[illegible]

ATTACH PROPOSED EQUIPMENT TO ACCOUNTING CHIPS FROM
NILES RECONSTRUCTION

Item							
Mount	Quantity	Status	Location	Carrier	Description	Manufacturer	Model
V1	6	Existing	Balcony	Verizon	Panel	Commscope	IAAH-GSC-R30-V2
V2	3	Existing	Balcony	Verizon	RRH	Ericsson	2212 013
V3	3	Existing	Balcony	Verizon	RRH	Ericsson	2212 02
V4	3	Existing	Balcony	Verizon	RRH	Ericsson	2212 05
V5	3	Existing	Balcony	Verizon	RRH	Ericsson	2212 066
V6	3	Existing	Balcony	Verizon	DC	Commscope	ROMDC-6637-PF-48
V7	3	Proposed	Balcony	Verizon	Panel	Ericsson	4408 w/ IRE 105 781/1
V8	3	Proposed	Balcony	Verizon	Panel	Ericsson	Air 6449

 WIRELESS	
20035 HIGHWAY 100 SUITE 100 DALLAS, TX 75244-3446 PHONE 214-915-3000 FAX 214-915-3000	
 DIXON ENGINEERING, INC. INCORPORATED IN TEXAS 10000 W. 10TH AVE. SUITE 100 DALLAS, TEXAS 75244-3446 WWW.DIXON-ENG.COM	
OFFICE IN 1 2100 GREEN PARKWAY WILMINGTON, MI	
DATE MM/DD/YY	
PROJECT/DESCRIPTION STARTED AND STOPPED	
NO.	
F.	
0003	
00030000-0130	
F.B.	
C.H.K.	
STRUCTURAL DRAWINGS	
S2	

VeriCorp 800/616-5555
 2000 N. 10TH AVE.
 SUITE 100
 FAYETTEVILLE, NC 28404
 FAX: 704-948-7588



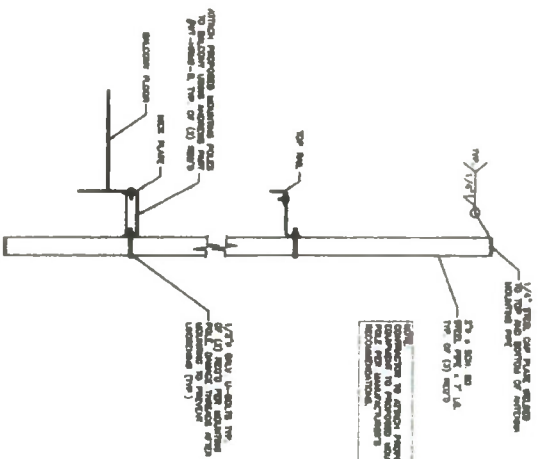
2000 N. 10TH AVE.
 SUITE 100
 FAYETTEVILLE, NC 28404

DATE	BY	REVISION/DESCRIPTION

DESIGNED BY: **DBA**
 DRAWN BY: **DBA**
 CHECKED BY: **DBA**
 APPROVED BY: **DBA**
 DATE: **4/1/98**

STRUCTURAL
 DYNAMICS

S3



BALCONY ANTENNA MOUNT

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. City Council awards the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
Bridge Deck Epoxy Overlay – 54 th Street and Clay Avenue over Buck Creek	Anlaan Corporation	\$318,446.42

2. City Council authorizes a contingency in the amount of \$16,000 for the Bridge Deck Epoxy Overlay – 54th Street and Clay Avenue over Buck Creek project.
3. City Council authorizes the City Manager and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 20, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. _____

STAFF REPORT

Date: July 6, 2026
Subject: Bridge Deck Epoxy Overlay - 54th Street and Clay Avenue over Buck Creek
From: Jeff Oonk, City Engineer
CC: Aaron Vis, Director of Public Works
Meeting Date: July 20, 2026

RECOMMENDATION:

It is recommended that the City Council award the Bridge Deck Epoxy Overlay – 54th Street and Clay Avenue over Buck Creek bid to Anlaan Corporation in the amount of \$318,446.42 and approve a contingency of \$16,000.00 for a total of \$334,446.42

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Biennial bridge inspections have noted the need to perform preventative maintenance on the 54th Street and Clay Avenue bridges over Buck Creek. This preventative maintenance work will apply an epoxy overlay and healer/sealer application to seal surface cracks. It also includes replacement of expansion joints and minor concrete repairs. This preventative maintenance work will prolong the useful life of the bridges and avoid more costly repairs in the future.

On June 30, 2026, the City received two bids for the preventative maintenance work. Eighteen bidders downloaded the specifications. The low bid was submitted by Anlaan Corporation in the amount of \$318,446.42 which is 15% below the engineer’s estimate of \$374,773.00. The second bid received was from Ram Construction Services of Michigan in the amount of \$377,542.51. Anlaan Corporation is qualified to perform the work, is the low bidder, and is recommended for bid award.

The total expected project cost is \$334,446.42 including \$16,000.00 in contingency.

Rank	Vendor	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$374,773.00	17.68%	0.00%
1	(02946) Anlaan Corporation	\$318,446.42	0.00%	-15.02%
2	(02551) Ram Construction Services of Michigan, I	\$377,542.51	18.55%	0.73%

BUDGET IMPACT:

Sufficient funds are available in the Major Streets Fund.



**TYPICAL BRIDGE BEFORE
EPOXY OVERLAY**



**TYPICAL BRIDGE AFTER
EPOXY OVERLAY**

CONTRACT FORM

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

City Standard Contract for BRIDGE DECK EPOXY OVERLAY

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

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

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

"Contractor" means:

LEGAL NAME OF COMPANY

Anlaan Corporation

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

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

Corporation , Michigan

ADDRESS

16750 16570 Lincoln St

CITY

Grand Haven

STATE

MI

ZIP CODE

49417

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

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay Contractor in accordance with the Contract Documents.
3. Waived or modified specifications are as follows: None
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 202__

Approved as to form: _____

Gregory T. Stremers, City Attorney

Contractor:

Anlaan Corporation
[Type or print Contractor's name]

By: _____
Signature for bidder

Nathan Wagener
Printed name of person signing for bidder

Controller
Title of person signing for bidder

Date signed: June 29th, 2026



REQUEST FOR BIDS

The City of Wyoming, Michigan is requesting bids for the services or project generally referred to as:

Bridge Deck Epoxy Overlay – 54th Street and Clay Avenue over Buck Creek

as more particularly described in the plans and specifications attached to this Request for Bids (the “Work”)

Specifications and Bidding Documents shall be issued only to Bidders who have been qualified by the City of Wyoming. A Bidder who has not been pre-qualified shall submit the required pre-qualification information at least seven (7) days prior to the date bids are due. The Engineering Department will have the bid specifications available to only pre-qualified bidders on June 16, 2026.

If you wish to become pre-qualified or to obtain a bid, please contact the Engineering Department via email at eng_info@wyomingmi.gov.

Due Date and Time

The City Clerk will receive bids for the Work submitted by the date and time stated below in accordance with this Request for Bids:

Due date and time: Tuesday, June 30, 2026, 11:00 A.M., local time

Place: Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509-0905

If using United States Post Office for delivery, add PO Box 905 to the mailing address above.

All bids must include the fully signed Bid Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: " **Bridge Deck Epoxy Overlay**"

Bidders are solely responsible for ensuring delivery by the required date and time. Any bid, even if in route by U.S. mail or by courier service, or if held by the U.S. Postal Service or a courier for pick-up by City staff, that is received in the Clerk's Office after the above specified due date and time, will not be opened and will be returned to the bidder.

Bids will not be accepted by e-mail or other form of electronic delivery.

Bids received will be publicly opened and read immediately following the receiving date/time specified above.

Pre-Bid Meeting

A pre-bid meeting will not be held.

Questions, Interpretations and Addenda

Questions about or requests for interpretation of this request for bids, any of the plans and specifications, or any bid requirements may be directed via e-mail to eng_info@wyomingmi.gov. No questions or interpretations will be issued later than 24 hours before the due date for bids. Questions will not be answered by phone or in other oral communication. Addendums, answers to questions or interpretations that may be of general interest to all Bidders will be emailed to all that received the bid. Information on all changes, addendums, answers to questions or interpretations will also be available at the City's Engineering Department, 2660 Burlingame Ave SW, Wyoming, MI 49509.

It is the Bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the specifications and all Bidders shall be bound by such changes or addenda.

TABLE OF CONTENTS

REQUEST FOR BIDS	1
DUE DATE AND TIME.....	1
PRE-BID MEETING	1
QUESTIONS, INTERPRETATIONS AND ADDENDA.....	1
TABLE OF CONTENTS	2
GENERAL BID INFORMATION	3
BID REQUIREMENTS	3
BID OPENING AND TABULATION	3
CITY’S RESERVATION OF RIGHTS	3
GENERAL DESCRIPTION OF CONSIDERATION PROCESS	4
CONSIDERATION FACTORS	4
CITY CONTRACT STANDARD TERMS AND CONDITIONS.....	5
SURETIES, BONDS, LETTERS OF CREDIT AND LIENS – ENGINEERING ONLY	10
BID SURETY	10
PERFORMANCE BOND.....	10
PAYMENT BOND	10
LETTER OF CREDIT	10
NO LIENS	10
RISK ALLOCATION AND INSURANCE	11
RISK ALLOCATION	11
INSURANCE.....	11
SAMPLE CERTIFICATE OF INSURANCE.....	14
CITY OF WYOMING STANDARD SPECIFICATIONS FOR CONSTRUCTION	15
TECHNICAL BID SPECIFICATIONS	16
SCOPE	16
WORK	16
PROGRESS SCHEDULE AND COMPLETION DATE	16
SAFETY	16
TRAFFIC CONTROL.....	16
ACCEPTANCE AND PAYMENT	ERROR! BOOKMARK NOT DEFINED.
SUBCONTRACTORS	16
WARRANTIES	ERROR! BOOKMARK NOT DEFINED.
LIQUIDATED DAMAGES	16
DISCREPANCIES IN PLANS AND SPECIFICATIONS	17
INSTRUCTIONS TO BIDDERS.....	18
BID FORM	20
SUBCONTRACTOR PROVISION	22
CONTRACT FORM	23

GENERAL BID INFORMATION

Bidders shall familiarize themselves with this bid document, standard terms and conditions, plans, specifications (including any issued addenda and interpretations), the work required, and site conditions prior to submitting its bid to ensure the fulfillment of the intent of the bid and contract documents.

Bid Requirements

All bids shall remain valid for at least 90 days after submission.

Any bidder may withdraw his/her bid at any time prior to the scheduled time for the bid opening.

All bidders are responsible for the following in preparing and submitting a bid:

1. Reviewing and being familiar with this request for bid and all plans and specifications, including any issued addenda and any interpretations, and attending any pre-bid meeting. Addenda to and interpretations of this request for bids will be posted on the City's website when issued. No addenda or interpretations will be issued later than 24 hours before the due date for bids.
2. Reviewing the plans and specifications to determine if due to funding requirements, Davis-Bacon Act or other prevailing wage requirements, low- and moderate-income worker, women and minority owned business, Buy America, or other requirements apply.
3. Reviewing standard terms and conditions and, if provided, the contract that will be signed.
4. If applicable, being familiar with the Work site and Work site conditions.
5. In submitting a bid, the bidder accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.
6. Specifications and plans referred in this bid document are for reference only and need not be returned with the bid. They will, however, be part of the contract documents.

Bid Opening and Tabulation

Bids will be publicly opened and read immediately following the due date and time stated on page 1 of this bid document. Bids will be tabulated by Wyoming City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

Results of the bid openings are generally available on the City's website www.wyomingmi.gov within 2-3 business days after scheduled bid opening.

City's Reservation of Rights

The City reserves the rights to:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of the bidder/contractor to comply with the specifications,
2. Reject any or all bids,
3. Waive any irregularities, nonconformities or technicalities of any bid,
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved using quoted unit prices,
5. Review the experience, qualifications, and other information about any bidder and any identified subcontractor(s) and consultant(s) submitted as part of the bid,

6. Make inquiries of others about, or investigate any bidder, any identified subcontractor(s) or consultant(s), and any of their personnel,
7. Require background checks of the personnel of any bidder or identified subcontractor or consultant of any bidder to be undertaken at the expense of the bidder,
8. Negotiate with one or more selected bidder(s), and
9. Award the contract in a manner and to such bidder as deemed to be in the best interest of the City.

General Description of Consideration Process

Consideration of bids typically involves (i) review and tabulation of the bids and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from the outside design professional (if identified in the plans and specifications), (iv) contacts of references and those for whom bidders have previously worked, (v) recommendation by the City Manager or the City Manager's designee (often a department director) to the City Council, (vi) finalization of contract documents with and the signature(s) of the recommended bidder, and (vii) City Council award of the contract. The City is not obligated to follow and may deviate from this typical process as deemed in the best interest of the City.

Consideration Factors

While contract price/cost is an important factor in consideration of any bid, (i) the bidder's experience and expertise, (ii) the bidder's reputation, (iii) previous City experience with a bidder, (iv) the experience, expertise, reputation, and previous City experience with the bidder's identified subcontractors and consultants, and (v) other factors may be as or more important with respect to the award of any particular bid.

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to any contract awarded pursuant to this request for bids. By submitting a signed bid, the bidder is attesting it complies with and promises it will comply with these Standard Terms and Conditions, except to the extent the contractor's bid identifies any specification, standard terms and conditions, or contract terms which the bidder is unable to meet or which the bidder wishes to see modified and proposes specific modifications.

Because these are contract terms and conditions, the term "Contractor" is used to refer to the bidder to whom the contract is awarded.

1. Legal Compliance. Contractor, all Contractor's subcontractors, all Contractor's suppliers, all Contractor's consultants, and all of their respective personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules and regulations.
2. Permits and Inspections. Unless the plans and specifications or the submitted bid state otherwise, Contractor shall, without expense to the City, obtain all necessary licenses and permits required to lawfully perform the Work under the contract and shall furnish copies of those licenses and permits to the City prior to commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.
3. Grant Compliance. If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents it has reviewed or is otherwise familiar with the grant requirements and (ii) it agrees to comply with any grant agreement terms and conditions that apply to the contract. NO GRANT FUNDS ARE USED IN THIS CONTRACT.
4. Qualifications. Contractor represents and promises that:
 - A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and must maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply the materials required by this contract.
 - B. Neither Contractor nor any subcontractor or any of their respective principals, owners, officers, shareholders, key employees, directors, members or partners (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracts by any federal department or agency; (ii) have within the last 3-years been convicted of or had a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract; violating federal or state antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or criminally charged by a governmental entity with committing any of the offenses listed in this certification; or (iv) has within the last 3-years had one or more public contracts terminated for cause or default.
 - C. If the contract is for a Community Development Block Grant (CDBG) or other federal and/or state funded project, Contractor and subcontractors are not listed on the United States Department of Housing and Urban Development (HUD) listing of debarred and suspended participants. NO CDBG FUNDS ARE USED IN THIS CONTRACT.
 - D. Contractor and any subcontractor will register on the Federal SAM Registry available at: <https://usfcr.com>.
 - E. Contractor and any subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

- F. Neither Contractor nor any subcontractor is an “Iran linked business” under Michigan’s Iran Economic Sanctions Act, 2012 PA 517.
 - G. Contractor and subcontractors may be required to obtain clearance or sign forms consenting to review by and clearance from state or federal agencies that enforce or review compliance with these requirements.
5. Nondiscrimination and Respect. City is committed to fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City, Accordingly:
- A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.
 - B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.
 - C. If Contractor will engage with others on City’s behalf, Contractor must (i) ensure all persons are treated with fairness, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals speak English less than very well, Contractor must use language assistance services in communications.
 - D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.
 - E. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - F. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor’s ineligibility for future City contracts.
 - G. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
6. Ethical Standards. To the best of Contractor’s knowledge after reasonable inquiry:
- A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) any act that creates an appearance of impropriety with respect to the award or performance of this contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the contract.
 - B. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its bid.
 - C. Contractor will immediately notify the City of any subsequently discovered violation of these standards.
7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made except in accordance with the City Manager’s prior written approval.

8. Payment to Contractor.
- A. Contractor and all its subcontractors, suppliers and consultants shall, before beginning the Work, complete and return by email to the Engineering Department at eng_info@wyomingmi.gov an IRS W-9 form (available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>).
 - B. Payments to Contractor will be made bi-weekly in accordance with the contract and specifications. A retainer of 5% will be held from each bi-weekly payment and will be paid out at contract completion.
 - C. Payment disputes will be resolved as provided in the contract. If no other provisions apply, the City will pay the undisputed amount and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.
9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any such action.
10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications or contract for call for the use, installation or acquisition for City use of materials, equipment, supplies or other items:
- A. Unless otherwise stated in the plans, specifications or proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
 - B. Specifications in this request for bids are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The City shall be the sole judge of equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.
 - C. The City reserves the right to request samples. Contractor shall provide samples as requested to the City at Contractor's own expense within 10 days of bid opening. Samples will not be returned.
 - D. Contractor shall provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer, or any items provided or installed under the contract and shall ensure any warranties for such items are held by or assigned to the City.
 - E. If quantities are listed in this request for bids, the quantities are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.
 - F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Bid prices shall be quoted delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
 - G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the Work and cleanup and remove of all debris resulting from the Work. Disposal will comply with applicable laws, rules and regulations. Contractor shall retain and, upon request, provide the City copies of any required manifest or other disposal documentation.
11. Restoration. Unless the plans and specifications state otherwise, Contractor shall restore, without expense to the City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, the City may, after 48-hours' notice

to Contractor, make such restoration, and deduct the cost the City incurs to do so from any amounts due Contractor.

12. Access to Work. City personnel, the City's design professional(s), and City representatives must always have access to all parts of the work and will be furnished such information and assistance by Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.
13. Taxes. The City is generally exempt from federal and state taxes, including state sales and use taxes, and a copy of its certificate of tax exemption can be requested by contacting the City Finance Department.
 - A. Quotations must be separated to show the amount to be added for taxes of any kind if applicable.
 - B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
 - C. On construction projects state sales taxes are applicable on materials only.
14. Records. Because the City is a public entity and because it receives funds from other governmental agencies: (i) the City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that the City disclose to those requesting them copies of all requested documents relating to the bid and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all Work under the contract for at least 6 years after completion of this contract. Contractor shall, within 2 City business days of any City request, allow inspection, auditing and copying of all retained records.
15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:
 - A. No right or duty of Contractor under this contract may be assigned or delegated without the City's prior written consent.
 - B. The contract will be binding on Contractor's successors and permitted assigns.
 - C. No other individuals or entities are intended to be beneficiaries of the contract.
16. Independent Contractor. Contractor and all Contractor's subcontractors and consultants are wholly independent of the City and none of any of their personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions and statements of Contractor's personnel and is also responsible for the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, the City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.
17. Disputes/Remedies. Unless the contract documents otherwise provide, the following applies to any dispute about the bid, contract award, or this contract:
 - A. In case of Contractor's default, the City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances the City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Council at its next meeting.
 - B. Before filing any lawsuit, a party shall first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.
 - C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.

- D. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. By submitting a bid a bidder is agreeing to this jurisdiction and venue.
- E. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

18. General Terms.

- A. These terms and conditions may not be amended or modified except in writing signed by Contractor and the City. These terms and conditions shall not be affected by any course of dealing.
- B. The captions are for reference and will not affect the interpretation of these terms and conditions.
- C. The contract is made in Kent County, Michigan.
- D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
- E. Reference to any City officer includes that City officer's designee(s).

SURETIES, BONDS, LETTERS OF CREDIT AND LIENS

Bid Surety

All proposals greater than \$100,000 must be accompanied by the bid bond, deposit of cash, certified check, bank cashier's or bank official's check, drawn on a solvent bank payable to the Treasurer of the City of Wyoming, as a guarantee that if the bid is accepted, a contract will be entered into. Bid surety to equal 5% of the amount of the Bid.

The bid bond should be executed by an authorized surety, guaranty, or trust company.

If corporate surety is given, the surety or guaranty company should indicate the bond in the State in which it is incorporated. A certificate of authority authorizing the "attorney-in-fact" to sign the bond, should accompany the Bid Document unless the certificate is on file in the City Purchasing Department.

The surety signature should be witnessed.

Performance Bond

For proposals greater than \$50,000, the successful bidder shall furnish a performance bond or other surety in a form acceptable to the City Attorney. If not using performance bond, surety shall be provided by an irrevocable standby letter of credit or a check payable to the "City of Wyoming". All must be in the full amount of the contract price as stated in the bid. If a certified check is used, it will be deposited in a non-interest bearing account and will be held until the project is fully complete as provided in the Contract. If bond forms are provided in the request for bids, plans or specifications, those bid forms are to be used. If none is provided, AIA or EJCDC forms may be used.

Payment Bond

For proposals greater than \$50,000, the successful bidder shall furnish a payment bond. In lieu of a payment bond, bidder may provide a certified check payable to the "City of Wyoming" equaling the amount of the bid price. If a certified check is used, it will be deposited in a non-interest bearing account and will be held until the project is fully complete as provided in the Contract. If bond forms are provided in the request for bids, plans or specifications, those bid forms are to be used. If none is provided, AIA or EJCDC forms may be used.

Letter of Credit

A letter of credit is not required for this project.

No Liens

Under Michigan law, construction liens may not be placed on public projects or the property on which they are built. Therefore, Contractor must not place, allow to be placed, or suffer to be placed any lien against the project or the property on which it is constructed. If any subcontractor, supplier or laborer places any lien against the project or the property on which it is constructed, Contractor must, immediately after learning of it, take any steps needed to secure the release of that lien and Contractor will indemnify the City for any costs the City incurs to secure the release of that lien.

RISK ALLOCATION AND INSURANCE

Risk Allocation

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

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

Insurance

Contractors performing work on City property or public right-of-way for the City shall provide the City with copies of all certificates of insurance, policies and endorsements evidencing the coverage and coverage provisions identified below.

1. Contractors shall also provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy.
2. All insurance carriers shall be "A" rated by the A.M. Best Company.
3. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.
4. The Contractor shall, as part of the insurance coverage to be furnished, include specific coverage, by endorsement in the aforesaid amount for the so-called Explosion, Collapse, and Underground Hazards, which covers damage to property arising directly or indirectly from explosion, damage or structural injury to building or adjacent structures arising from excavation or tunneling, and damage sustained by wires, conduits, mains and the like, occasioned by the Contractor's subsurface operation.
5. All policies shall provide the following notification of cancellation or material change:
It is understood and agreed that 30-days, 10-days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: City of Wyoming - Engineering, 2660 Burlingame Ave SW, Wyoming, MI 49509.
6. If any of the insurance is canceled, the Contractor shall cease operations on the date of termination and shall not resume operations until new insurance is in force.
7. If the following chart states that additional insured have to be named for any of the listed types of insurance, certificates of insurance and all needed endorsements for that insurance shall provide the following are covered:
 - A. City of Wyoming,
 - B. Authorities created by the City of Wyoming,
 - C. Scott Civil Engineering
 - D. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
8. If additional insureds have to be named, the following shall apply:

- A. Coverage afforded to the required insureds or additional insured shall be primary and non-contributory and any other insurance or coverage of the City's that may be in effect shall be secondary and/or excess.
- B. A waiver of subrogation shall be included in favor of the Additional Insureds.

Unless otherwise provided in the specifications, Contractor shall provide the following insurance:

Required Limits	Additional Requirements
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Shall include an endorsement, including ongoing and products-completed operations (CG 2010 and CG 2037 or equivalent) <u>Additional Insureds are required.</u>
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence \$2,000,000 per accident, <u>or</u> \$2,000,000 Combined Single Limit, ea. accident	<u>Additional Insureds are required.</u>
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: \$500,000 each accident \$500,000 Disease, each employee \$500,000 Disease – policy limit	Coverage shall be in accordance with all applicable Michigan statutes. Except where prohibited by law, waiver of subrogation is required covering the following: A. City of Wyoming B. Authorities created by the City of Wyoming, C. Scott Civil Engineering D. G. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
EXCESS/UMBRELLA INSURANCE	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). <u>Additional Insureds are required.</u>
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ <u> 0 </u> .	The City of Wyoming shall be "Named Insured" on said coverage. A 30-day, 10-day for non-payment of premium, notice of cancellation shall be endorsed onto this policy.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$1,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. <u>Additional Insureds are required.</u>
PROFESSIONAL LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ <u> 0 </u> .	If this policy is claims made form, then Contractor keep the policy in force, or purchase "tail" coverage for a minimum of 3 years after the termination of this contract.
BUILDERS RISK PROPERTY INSURANCE	
Full project amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

Sample Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency 123 Main Street City, State, Zip		CONTACT NAME: John Smith PHONE (A/C, No. Ext.): 555-555-1234 FAX (A/C, No.): 555-555-5678 E-MAIL ADDRESS: johnsmith@johnsmith.com	
INSURED XYZ Construction Company 456 Main Street City, State, Zip		INSURER(S) AFFORDING COVERAGE INSURER A: ABC Insurance Company INSURER B: DEF Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 00000 00000	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	00-00-00-00			EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	00-00-00-00			COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	00-00-00-00			☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Insert Project Name
 The following are additional insureds: (i) City of Wyoming, (ii) all authorities, boards and bodies created by the City of Wyoming, (iii) all directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of those entities. For additional insureds this coverage will be primary and any other insurance covering them will be secondary. Subrogation is waived for all additional insureds. Additional Insured - See Endorsement; Cancellation Notice - See Endorsement; Primary & Non-Contributory - See Endorsement

CERTIFICATE HOLDER

CANCELLATION

City of Wyoming Engineering Department 2660 Burlingame Ave., SW Wyoming, MI 49509	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AGENT SIGNATURE
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

CITY OF WYOMING STANDARD SPECIFICATIONS FOR CONSTRUCTION

The City of Wyoming Engineering Division maintains standard construction specifications that may be referenced throughout this Request for Bids document. These specifications are available online at:

<https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>

TECHNICAL BID SPECIFICATIONS

Scope

Furnishing all labor, materials, equipment, tools, traffic control and other items necessary to complete the work as outlined in the plans and specifications.

Work

Project includes epoxy overlay, healer/sealer, joint replacement and other minor repairs to 2 bridge decks in the City of Wyoming.

Progress Schedule and Completion Date

Following the award of the Contract by the City, the Contractor shall prepare a detailed Schedule of Operations that shall indicate the sequence of work. The schedule will be submitted to the City for approval.

Start date:	10 days after award of contract
Work hours:	Monday through Friday, 7:30 a.m. – 7:30 p.m. Saturday, 7:30 a.m. – 5:00 p.m.
No work on:	SUNDAYS OR CITY HOLIDAYS
Completion date:	October 30, 2026

Safety

1. The Contractor shall carry out his/her operations in strict accordance with all MI-OSHA and manufacturer's safety requirements.

Traffic Control

See attached Maintaining Traffic Special Provision and Traffic Control Typical and Special Details.

Miscellaneous Specifications

See the following attached Special Provisions:

- Resealing Pavement Joints with Polyurethane Sealant
- Concrete, Grade 4500, Modified
- Penetrating Epoxy Healer Sealer on Bridge Decks
- Thin Epoxy Polymer Bridge Deck Overlay
- Backfill for Concrete Curb, Gutter and Dividers

Subcontractors

Include the names, addresses and other contact information for, and responsible contacts for each subcontractor and consultant the bidder will use for the Work. The City reserves the right to approve or disapprove of all or any subcontractors and consultants.

Liquidated Damages

1. Liquidated Damages shall be accrue and be imposed by the amount indicated in the table below. Liquidated Damages shall be assessed per workday as identified in the section on Progress Schedule.
2. Progress Schedule. Liquidated Damages shall accrue and be imposed the first workday after the completion date as identified in the table below.

Original Contract Amount			Liquidated Damages per Work Day
\$0	to	\$49,999	\$ 200
50,000	to	99,999	400
100,000	to	499,999	600
500,000	to	999,999	900
1,000,000	to	1,999,999	1,300
2,000,000	to	4,999,999	1,550
5,000,000	to	9,999,999	2,650
10,000,000	to	19,999,999	3,000
20,000,000	to	49,999,999	3,800
50,000,000	and above		4,500

Discrepancies in Plans and Specifications

1. Discrepancies in the Plans and Specifications must be immediately reported to the contact identified on page 1 of this Request for Bids document, who will correct such discrepancies, errors, or omissions in writing.
2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:

Contract/Purchase Order
 Bid Proposal on the City's Form - without any additions or changes
 Technical Bid Specifications
 Instructions to Bidders
 General Bid Information
 City Contract Standard Terms and Conditions
 Drawings
 2005 City of Wyoming Standard Specifications for Construction
 Prequalification Documents

3. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

INSTRUCTIONS TO BIDDERS

ALL BIDS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder.
3. Include the bid form and all other required forms fully completed and signed, including any detailed pricing information. Plans and specifications do not need to be returned with the bid.
4. Be free of unsolicited alternate bids. Unsolicited alternate bids will not be considered and if submitted may cause the bid to be rejected.
5. Be received by the date and time specified on page 1 of this bid document.
6. Be in a sealed envelope labeled as required on page 1 of this bid document.
7. Include a cover letter that lists all enclosures.
8. Include the original signature(s) of one or more individuals authorized to bind the proponent as required on the Bid Form and Contract:
 - A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.
 - B. Businesses must also provide the state in which they were organized, e.g. Michigan, Delaware, etc. and the type of entity, e.g., a corporation, a partnership, a limited liability company, a limited partnership, or other business form.
 - C. Both the bid and contract must be signed by an individual with the authority to bind the bidder. For corporations, this is usually an officer such as the president, vice president or secretary. For a partnership, this is usually a general partner. For a limited liability company, this is usually a managing member. If there is a question about signing authority, the city may seek verification of that authority.
9. Include any required bid bond or other security required by the specifications.
 - A. The bid bond (if required) must be signed by the bidder/surety with the complete, usual signature of the individual(s) authorized to bind the bidder/surety.
 - B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
10. Include prices meeting the following requirements:
 - A. Prices for all items. Proposals that do not include prices for all items will be deemed incomplete and may be rejected.
 - B. Prices should be stated in units of quantity specified in the plans, specifications and request for bid. In case of any discrepancy in determining the amount of the bid, the quoted unit price will govern.
 - C. A lump sum bid price shall be submitted for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than

such items as are indicated in the plans and specifications. If any items, accessories or groups of items require to perform the work specified are not specifically indicated in the plans and specifications, it shall be the bidder's responsibility to furnish those items, accessories or groups of items, and include them in the lump sum bid price submitted.

D. Bid prices for equipment, goods or other items must include all delivery charges.

11. If required by the specifications, include:

A. The manufacturer and/or model number(s) of specified equipment.

B. The warranties or guarantees provided for any work, equipment and other items.

C. The number of calendar days required for delivery of any equipment, goods or other items.

12. Identify any part of the specifications, standard terms and conditions, or contract terms which the bidder is unable to meet or which the bidder wishes to see modified. If modifications are requested, the bid must include the language for the requested modification.

13. Bidder must include all items as requested within this document, including but not limited to:

- ☐ Cover letter
- ☐ Schedule
- ☐ Deviations or variations to the bid specifications
- ☐ Signed Bid Form
- ☐ Subcontractor provision, if necessary
- ☐ Signed Contract Form

BID FORM, CONTINUED

Page 2 of 2

LEGAL NAME OF COMPANY

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

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

STREET ADDRESS

CITY

STATE

ZIP CODE

BID CONTACT NAME (PLEASE PRINT)

BUSINESS PHONE

CELL PHONE

EMAIL ADDRESS

FAX NUMBER

SIGNATURE FOR BIDDER

DATE

PRINTED NAME AND TITLE OF PERSON SIGNING

2ND SIGNATURE FOR BIDDER

DATE

PRINTED NAME AND TITLE OF 2ND PERSON SIGNING



C O R P O R A T I O N

P.O. Box 599 • Grand Haven, MI 49417 • Phone 616.846.8442 • Fax 616.846.6761

June 29, 2026

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

Re: Bridge Deck Epoxy Overlay Bid
54th Street and Clay Ave. over Buck Creek

To Whom It May Concern,

Please find our bid proposal for the above referenced project enclosed. This bid proposal includes the following:

- Signed Bid Form
- Schedule of Bid Items
- Subcontractor Provision
- Signed Contract Form
- Proposed Schedule
- Consent Resolution of the Board of Directors
- Bid Bond

Please contact us with any questions on this proposal.

Thank you,

A handwritten signature in blue ink, appearing to read "Derrick Arens".

Derrick Arens
Estimator

BID FORM, CONTINUED

Page 2 of 2

Anlaan Corporation

LEGAL NAME OF COMPANY

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

Corporation, Michigan

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

16750 Lincoln St

STREET ADDRESS

Grand Haven

MI

49417

CITY

STATE

ZIP CODE

Derrick Arens

BID CONTACT NAME (PLEASE PRINT)

616-550-8164

BUSINESS PHONE

(616) 550-8164

CELL PHONE

derrickarens@anlaan.com

EMAIL ADDRESS


Derrick Arens, Controller

SIGNATURE FOR BIDDER

PRINTED NAME AND TITLE OF PERSON SIGNING



6/30/26

DATE

2ND SIGNATURE FOR BIDDER

DATE

PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

BID FORM

Page 1 of 2

Bid for Bridge Deck Epoxy Overlay

The bidder identified below submits the attached bid materials, including the price(s) stated on the **Itemized Bid Sheet attached**.

Bid Form.

By signing this Bid Form, the bidder identified below represents, attests and promises, the bidder:

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

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

Is the bidder a:

YES

NO

Woman Owned Company?

☐☒

Minority Owned Company?

☐☒

Section 3 Certified Contractor?

☐☒

If yes, Dunns #:

Are you, or the business owner related to any elected official or employee of the City?

☐☒

If yes, list name and relationship:

Schedule of Items (Itemized Bid Sheet)

Letting Date: Tuesday, June 30, 2026 11:00 AM

Contract ID: Wyoming PM 2026
Location: City of Wyoming
Description: Bridge PMs

Project Number:	Wyoming PM 2026	Project Engineer:	{no engineer}
Estimate Number:	1	Date Created:	5/14/2026
Project Type:	Miscellaneous	Fed/State #:	
Location:	City of Wyoming	Fed Item:	
		Control Section:	

Description: Bridge PMs

Instructions to
Bidders:

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
1100001	Mobilization, Max	1	LSUM	\$	30,000.00	\$	30,000.00
2040020	Curb and Gutter, Rem	10	Ft	\$	50.00	\$	500.00
5010025	Hand Patching	5	Ton	\$	400.00	\$	2,000.00
6037001	_ Resealing Trans Joints with Polyurethane	79	Ft	\$	25.00	\$	1,975.00
7060050	Expansion Joint Device	104	Ft	\$	300.00	\$	31,200.00
7060051	Expansion Joint Device, Cover Plate	15	Ft	\$	300.00	\$	4,500.00
7060060	False Decking	297	Sft	\$	0.01	\$	2.97
7060092	Reinforcement, Steel, Epoxy Coated	770	Lb	\$	4.00	\$	3,080.00
7067021	_ Conc, Grade 4500, Modified	10	Cyd	\$	5,000.00	\$	50,000.00
7100025	Penetrating Healer/Sealer, Bridge Deck	357	Syd	\$	26.65	\$	9,514.05
7120020	Epoxy Ovly	1,199	Syd	\$	43.00	\$	51,557.00
7120071	Deck Joint, Rem	99	Ft	\$	750.00	\$	74,250.00
8020036	Curb and Gutter, Conc, Det F2	10	Ft	\$	250.00	\$	2,500.00
8110231	Pavt Mrkg, Waterborne, 4 inch, White	436	Ft	\$	2.70	\$	1,177.20
8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	256	Ft	\$	2.70	\$	691.20
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	4	Ea	\$	90.00	\$	360.00
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	4	Ea	\$	1.00	\$	4.00
8120026	Pedestrian Type II Barricade, Temp	8	Ea	\$	95.00	\$	760.00
8120035	Channelizing Device, 42 inch, Fluorescent, Furn	300	Ea	\$	17.00	\$	5,100.00
8120036	Channelizing Device, 42 inch, Fluorescent, Oper	300	Ea	\$	1.00	\$	300.00
8120140	Lighted Arrow, Type C, Furn	5	Ea	\$	500.00	\$	2,500.00

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
8120141	Lighted Arrow, Type C, Oper	5	Ea	\$	100.00	\$	500.00
8120170	Minor Traf Devices	1	LSUM	\$	23,000.00	\$	23,000.00
8120245	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp	4,300	Ft	\$	1.00	\$	4,300.00
8120246	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	1,800	Ft	\$	1.00	\$	1,800.00
8120310	Sign Cover	1	Ea	\$	50.00	\$	50.00
8120330	Sign, Portable, Changeable Message, Furn	4	Ea	\$	2,950.00	\$	11,800.00
8120331	Sign, Portable, Changeable Message, Oper	4	Ea	\$	200.00	\$	800.00
8120350	Sign, Type B, Temp, Prismatic, Furn	1,056	Sft	\$	3.00	\$	3,168.00
8120351	Sign, Type B, Temp, Prismatic, Oper	1,056	Sft	\$	1.00	\$	1,056.00
8120370	Traf Regulator Control	1	LSUM	\$	1.00	\$	1.00

Total Bid: \$ 318,446.42

Contractor: Anlaan Corporation

(Signature)



6/29/2026
(Date)

Nathan Wagenmaker
(Printed Name of Signer)

natewagenmaker@anlaan.com
(Email)

P.O. Box 599
(Mailing Address)

(616) 846-8442
(Phone #)

Grand Haven, MI 49417
(City, St, Zip)



SUBCONTRACTOR PROVISION

June

Dated

29th

2026

Contractor may subcontract the item or items of work stipulated below, provided the name and signature of the subcontractor is listed in the space indicated, and providing the contractor and principal subcontractors perform 80% of the work. If Contractor intends to do the work only with its own forces, it must name and perform the work itself.

NAME OF CONTRACTOR OR SUBCONTRACTOR
DOING WORK

DESIGNATED ITEM

Anlaan

Bridge Rehabilitation

Give 'Em A Break Safety

Traffic Control

Progress Company

Epoxy Overlay

PK Contracting

Pavement Markings

ANLAAN CORPORATION

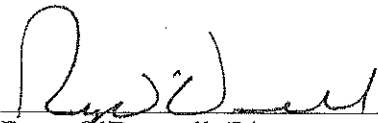
CONSENT RESOLUTION OF THE BOARD OF DIRECTORS

The undersigned, being all of the members of the board of directors ("**Board of Directors**") of Anlaan Corporation, a Michigan corporation (the "**Corporation**") pursuant to Section 525 of the Michigan Business Corporation Act, waive all notice of the time, place and purpose of a meeting and hereby consent to and adopt the following resolution and all actions contemplated by this resolution:

RESOLVED, that the Board of Directors of the Corporation hereby authorize Ryan E. O'Donnell, as President, Nicholas F. Baker, as Vice President, Thomas A. Wagenmaker, as Senior Estimator, and Nathan Wagenmaker, as Controller, as persons authorized to bind the Corporation with respect to the Corporation's construction bids, construction proposals, construction contracts, and other commitments of similar nature during the calendar year 2026.

IN WITNESS OF WHICH CONSENT, the undersigned executed this writing effective January 1, 2026.

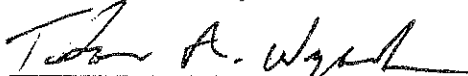
Dated: 12/5/25


Ryan O'Donnell, Director

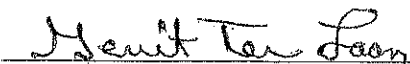
Dated: 12/5/25


Nicholas F. Baker, Director

Dated: 12/5/25


Thomas A. Wagenmaker, Director

Dated: 12/5/25


Gerrit TerLaan, Director

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Anlaan Corporation
16750 Lincoln Street, Grand Haven, MI 49417

as Principal, hereinafter called Principal, and

Hartford Accident and Indemnity Company
One Hartford Plaza, Hartford, CT 06155-0001

a corporation duly organized under the laws of the State of **Connecticut**
as Surety, hereinafter called Surety, are held and firmly bound unto

City of Wyoming
1155 28th Street S.W., Wyoming, MI 49509

as Oblige, hereinafter called Oblige, in the sum of **Five Percent of Accompanying Bid**

Dollars (5% of Bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

Bridge Deck Epoxy Overlay - 54th Street and Clay Avenue over Buck Creek

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of June, 2026.

Anlaan Corporation

(Principal)

(Witness)

Hartford Accident and Indemnity Company

(Surety)

(Seal)

(Witness)

Nicholas Ashburn, Attorney in Fact



POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity
and Claims to:

THE HARTFORD

BOND, T-14

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: GUY HURLEY LLC/BOND

Agency Code: 35-354787

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Holly Nichols, Nicholas Ashburn, Jason Rogers, Paul M. Hurley, Michael D. Lechner, Mark T. Madden of ROCHESTER HILLS, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Marilyn Arce

Marilyn Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 30, 2026.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President