



**Administrative Policy Board
Annual Meeting
Monday, January 22, 2018
10:00 AM**

City of Wyoming, 1st Floor West Conference Room

Agenda

- 1. Call to Order and Roll Call**
- 2. Public Comment**
- 3. Appointment of KCDA Board members for 2018**
 - A. **Resolution # 01 – 012317** to confirm the appointment of Gary Carey representing the City of Walker for an undetermined term to the KCDA Administrative Policy Board.
Resolution # 02 – 012317 to confirm the appointment of Carole Pettijohn representing the City of Grandville for an undetermined term to the KCDA Administrative Policy Board.
- 4. Approval of the Agenda of January 22, 2018**
- 5. Members Excused**
 - A. **Board Members Attendance Report as of December 11, 2017**
- 6. Approval of Minutes of December 11, 2017**
- 7. Financial Report and Voucher of Bills – (Bonneau)**
 - A. **FY2017 Operating Budget End of Year Projections**

B. **Resolution #03 – 012218** to approve the contract with VanBelkum for NICE logging recorders for each PSAP; which is the Phase I upgrade at the contract price of \$83,841.00 which will be paid from the Capital Replacement Fund 993..

8. Bills Payable and Due: (*Motion to Accept the Financial Report and Authorize Expenditures and Disbursements as Attached*)

9. Election of Board Officers for 2018 – (Holt)

A. **Chair – Voting Procedure**

Resolution # 04 – 012218 to confirm the election of ____ to serve as Chair of the KCDA Administrative Policy Board for 2018 and authorize the Chair to counter sign KCDA checks for payment of approved invoices and contracts pursuant to the KCDA Financial Policy and Procedures.

B. **Vice Chair - Voting Procedure**

Resolution # 05 - 012218 to confirm the election of _____ to serve as Vice Chair of the KCDA Administrative Policy Board for 2018.

C. **Secretary – Voting Procedure**

Resolution # 06 - 012218 to confirm the election of ____ to serve as Secretary of the KCDA Administrative Policy Board for 2018.

D. **Treasurer – Voting Procedure**

Resolution # 07 - 012218 to confirm the election of ____ to serve as Treasurer of the KCDA Administrative Policy Board for 2018 and authorize the treasurer to counter sign KCDA checks for payment of approved invoices and contract pursuant to the KCDA Financial Policy and Procedures.

10.Appointment of Standing Committees – Chair

A. **Executive Committee – Maximum 6 members of Board**

Chair: Elected Board Chair

Members:3 Board Officers, Finance Chair if not a Board officer,
otherwise a member of the Finance Committee plus 1 representative
from GR or KC, IF not a board officer, otherwise a member at large

B. Finance Committee – Maximum 6 members of Board

Chair: Mike DeVries

Members: McIntire, Herald, Meijer

C. 800 MHz Steering Committee

Chair: Captain Scott Brown

D. Technical Advisory Committee

Chair: Matt Groesser

11. Approve MMRMA as Insurance Carrier

Resolution # 8 – 012218 to approve MMRMA as the liability
insurance carrier for KCDA for 2018 and authorize the Executive
Director to sign renewal documents.

12. Motorola Software Escrow Discussion – (Bonneau)

13. Executive Director Evaluation Status – (Herald)

**14. 800 MHz radio Project Steering Committee Update and Discussion –(Scott
Brown/Bonneau)**

A. General Information Report – Brown

B. Tower Matrix – Bonneau

C. Lease Agreements

1. Approval of the Grand Rapids Belknap Lease – Bonneau

Resolution #9 – 012218 to approve the Belknap Radio
Tower lease with the City of Grand Rapids to install
800 MHz radio antennas, microwave and ground
structures as submitted with the legal description and site
plan added later on as an addendum, and to authorize the
Chair of the KCDA Administrative Policy Board to sign
same.

- . 2. Approval of Wyoming (Gezon Water Tower) lease – Bonneau
Resolution #10 – 012218 to approve the Gezon Water Tank lease agreement with the City of Wyoming to install 800 MHz radio antennas, microwave and ground structures as submitted with addendum A and B added at a later date and to authorize the Vice Chair and Secretary of the KCDA Admin Policy Board to sign same.

15. TAC Reports – (Chadwick, ENP and Groesser)

- A. Motorola CAD P1 Phase II status
- B. PFN Conversion Status

16. Update and Progress Report from Executive Director: - (Bonneau)

17. Miscellaneous – For the Good of the Order

18. Adjournment

Upcoming Meetings (www.kent911.org)

KCDA Executive Committee

Monday, February 12, 2018

Manager's Conference Room – City of Wyoming

KCDA Administrative Policy Board Meeting

Monday, February 26, 2018 at 10 AM

1st Floor West Conference Room – City of Wyoming

Income to Authority

Name	Purpose	Amount	Line Item	Fiscal Year	Approval
Kent Co	911 Surcharge	\$21,455.60	584.000	2017	Bonneau
State of MI	911 Surcharge		545.000	2017	Bonneau
Misc/Interest	Interest	\$1,299.73	688.000	2017	Bonneau

Voucher of Bills for Approval

Name	Purpose	Amount	Line Item	Fiscal Year	Approval
Wyoming	Fiduciary Jan	\$1,200.00	801.005	2018	Bonneau
Kent IT	GIS Support	\$185.31	807.000	2017	Bonneau
Motorola	Annual P1 CAD Maintenance	\$260,928.00	930.000	2018	Bonneau
AT&T	EIM License and Install for PFN conversion	\$15,624.00	984.925	2017	Bonneau
Reed Wakeman	Reimbursement	\$187.28	860.000	2017	Bonneau
MTUG	Tier 2 Membership Fee	\$500	984.017	2018	Bonneau
Kent IT	GIS support	\$289.77	807.000	2017	Bonneau
Bonneau	Holiday Lunch Reimbursement	\$252.10	984.017	2017	Holt
PCS	Executive Dir Dec	\$7,036.16	807.000	2017	Holt

Sabo	Pub Ed	\$1,574.39	801.009	2017	Bonneau
Dickinson Wright	Legal	\$1,608.00	801.021	2017	Bonneau
Kent Co	CAD Admin Fee	\$35,250.00	810.010	2017	Bonneau
Grand Rapids	CAD Admin Fee	\$35,250.00	810.010	2017	Bonneau
Sabo	Report Printing	\$756.75	900.000	2017	Bonneau
Sabo	Design Report	\$1,882.85	801.000	2017	Bonneau
Sabo	Smart911 Consulting	\$1,123.15	801.009	2017	Bonneau
Sabo	Smart911 Brochures	\$1,633.63	801.009	2017	Bonneau
WebTecs	Website Fee	\$1,500.00	801.009	2018	Bonneau
MPSCS	GR Fire Radio Activation Fees	\$500.00	Contingency	2018	Bonneau
VanBelkum	NICE Upgrade Voice Phase I	\$83,841.00	Capital	2018	Bonneau
PCS	Exec Director Nov	\$6,748.10	807.000	2017	Holt
Sabo	Pub Ed	\$1,882.85	801.009	2017	Bonneau
Kent IT	GIS Support	\$303.57	807.000	2016	Bonneau
MCDA	Dues 2018	\$25.00	984.017	2018	Holt

Attendance Report for APB Meetings from May of 2014 thru Dec 2017

<i>Name Of Board Member</i>	<i>Present</i>	<i>Absent</i>	<i>Excused</i>	<i>Total Board Meetings Available</i>	<i>% Present</i>
Holt	33		4	37	89%
Lehman &	11	1	3	15	73%
Stelma	30		9	36	83%
Herald	34		2	36	94%
Morgan*	16	2	3	21	76%
Rahinsky ^	19	1	14	33	58%
Pettijohn & \$					
DeVries	15		2	17	88%
Meijer	30	1	6	36	83%
McIntire	24		12	36	67%
Drake #	26	1		27	96%
Jones%	16		5	20	80%
Avg Board Attendance					68%

& Lehman on Board since Sept of 2016

^ Rahinsky on Board since Sept of 2014

* Morgan on Board since Jan 2016

* Devries on Board since June 2016

Drake on Board since June of 2015

% Jones on Board since February of 2016

& \$ Pettijohn on Board since Jan 2018



**Administrative Policy Board
Monday, December 11, 2017
10:30 AM**

Branns' Restaurant – City of Wyoming

Minutes

1. Call to Order and Roll Call – by Chair Holt at 10:37 AM)

<i>Name</i>	<i>Represents</i>	<i>Present</i>	<i>Absent</i>	<i>Excused</i>
<i>Curtis Holt</i>	<i>Wyoming</i>	X		
<i>Mark Herald</i>	<i>Participating Agency</i>	X		
<i>Larry Stelma</i>	<i>Kent Co. Sheriff</i>	X		
<i>Lee Cook</i>	<i>Grandville</i>	X		
<i>David Rahinsky</i>	<i>Grand Rapids</i>			X
<i>Vacant</i>	<i>Walker</i>	X		
<i>Mark Meijer</i>	<i>Kent EMS</i>			X
<i>Chris McIntire</i>	<i>MSP</i>	X		
<i>Jeff Drake</i>	<i>Township FD</i>	X		
<i>Mike DeVries</i>	<i>Township Super</i>	X		
<i>David Jones</i>	<i>Participating Agency</i>			X
<i>John Lehman</i>	<i>Grand Rapids</i>	X		
<i>Roger Morgan</i>	<i>Kent Co. Board</i>	X		

Guests

<i>Eric Hutchinson</i>	<i>Tech Supervisor KCSO PSAP</i>
<i>Peter McWatters</i>	<i>Grand Rapids PD</i>
<i>Jerry Yntema</i>	<i>CAD Supervisor KCSO PSAP</i>
<i>Karen Chadwick, ENP, CMCP</i>	<i>Grand Rapids PSAP</i>
<i>Ronald Bonneau, ENP, CMCP</i>	<i>Executive Director</i>
<i>David Kiddle</i>	<i>Grand Rapids PD</i>
<i>Scott Brown</i>	<i>Kent Co Sheriff</i>
<i>Matt Groesser</i>	<i>Kent County PSAP</i>
<i>Reed Wakeman, ENP, CMCP</i>	<i>Grand Rapids PSAP</i>

2. Public Comment - None

3. Board Members Attendance Report as of November 13, 2017 – (Holt)

4. Approval of the Agenda of December 11, 2017 – a motion to approve the agenda was made by DeVries

Second by Stelma

No Discussion

Passed 10 - 0

5. Members Excused – a motion to excuse Rahinsky, Meijer and Jones was made by McIntire

Second by Herald

No Discussion

Passed 10 - 0

6. Approval of Minutes of November 13, 2017 accepted as submitted

7. Financial Report and Voucher of Bills – (Bonneau)

- a. FY2017 Operating Budget – Bonneau explained the surcharge received from Kent County this month; KCDA has received notification from Kent County finance that they have received \$1,102,009.35 from Kent County 911 surcharge funds. They reduced this amount by

\$848,416.67 which represents the bond interest for 2017. This resulted in KCDA receiving a net amount of \$253,057.43 Along with the YTD deposited surcharge from Kent Co of \$2,347,845.89 plus the additional \$253,657.43 that will be received at the end of this month, the total income from this source is \$2,601,503.32 or 63% of income expected.

It is important to note, that we still reflect and accrue revenue to FY2017 for the months of Jan – March of 2018. So, we may still hit the FY2017 budget projection from this income source of \$4,125,316.00, an additional \$1,523,813.00. Curtis suggested going the Kent County finance department and viewing the accounts receivable for revenue from surcharge to determine if all carriers are charging and remitting the new county rate of surcharge.

- b. FY2017 Capital Budget
- c. Bills Payable and Due: - A motion to accept the Financial Report and authorize expenditures and disbursements as attached was made by McIntire.
 - Second by Morgan
 - No discussion
 - Passed 10 - 0

8. Finance Committee Report (Cook)

- a. End of Year Operating Budget Projections was provided as information only

9. Executive Director Review Status – Herald notified the Board that he has passed out the evaluation packets to the Committee members and they will be meeting within the next few weeks to finalize the process. He then expects to disseminate the packets to the entire Board for their input.

10. Meeting Dates in 2018

A motion was made to approve Resolution #41 – 121117 to approve the 2018 KCDA Administrative Policy Board meeting dates as presented and to post said meeting dates at the Kent County administrative offices and on the KCDA web site by Drake

Second by Herald

No Discussion

Passed 10 – 0

11. Fiduciary for 2018

A motion was made to approve Resolutions # 42 – 121117 to approve the City of Wyoming as the fiduciary for KCDA for FY2018 at a monthly cost of \$1,200.00, and **Resolution # 43 – 121117** to approve the firm of Dickinson Wright as the attorney for KCDA for FY2018 at the current hourly rate and **Resolution # 44 – 121117** to approve Rehmann as the auditor for KCDA for FY2017 audit in 2018 by DeVries

Second by Stelma

No Discussion

Passed 10 - 0

12.800 MHz radio Project Update and Discussion

A. Steering Committee Report – Brown/Bonneau

- a. White Paper Report on 800 MHz status – Bonneau pointed out the attached report on the current project status. The Board instructed Bonneau to send the completed report to Sabo group in order for them to make it more readable for the regular public and then disseminate the report thereafter to the public and stakeholders.
- a. Contingency fund status report – Bonneau pointed out the projects that have been funded from the contingency fund accounts and which are still expected. Of note, Bonneau explained the R56 grounding issues as they relate to the three MPSCS tower sites. The remediation estimate for those 3 sites is in excess of \$52,000. Bonneau is awaiting a final letter from MPSCS concerning the remediation of those sites, although he has been told that MPSCS will expect KCDA to remediate them. If this is true then Bonneau is asked legal to contact MPSCS and determine if KCDA can get dollar for dollar credit for remediation costs of their towers against soft costs that MPSCS will charge KCDA to accomplish, such as fire pager talk groups, etc. The Board concurred with Bonneau on this approach to MSPCS remediation costs (R56 and Structural Costs).

B. Tower Matrix – Bonneau

- a. Natural Gas Installation at Gezon Water Tank

Resolution # 45 – 121117 to approve the installation costs of \$3,089.00 to DTE / Pyramid for natural gas installation at the Gezon Water Tank tower site. After a lengthy discussion this resolution was tabled until next month in order to gather new information as to tower lease costs (if any) at all tower sites as

well as charging DTE for use of the KCDA tower sites at a cost of \$6,178.00 so our natural gas installation costs are covered.

b. Approve Honor Camp Tower Build

A motion to approve **Resolution #46 – 121117** to approve the building of the Honor Camp Radio Tower as submitted by Motorola was made by McIntire

Second by Morgan

No Discussion

Passed 10 - 0

C. Approval of Final Equipment Delivery Milestone Payment

A motion to approve **Resolution # 47 - 121117** to approve the final milestone payment to Motorola for subscriber equipment delivered to KCDA in the amount of \$497,306.10 from Kent County bond proceeds was made by Morgan.

Second by Drake

No Discussion

Passed 10 - 0

13. TAC Reports – (Chadwick, ENP and Groesser/Brown)

1. Motorola CAD P1 Phase II status

2. PFN – Airbus Interface EIM approval – (Chadwick)

A motion to approve **Resolution #48 – 121117** to approve the payment of a sum not to exceed \$17,092.00 to ATT for the purchase of two EIM's for the interface of PFN IP network to Airbus phone equipment was made by Lehman

Second by Stelma

Discussion was held and the Board was informed that we are awaiting a revised contract from ATT eliminating some of the hardware costs and if the sum is less than approved it will be documented on next month's Board agenda.

Passed 10 - 0

3. Discussion on 800 MHz Radio Management System – Board asked for additional specifics about the pros and cons of the system and the total cost for implementing and supporting the software for the January meeting.

4. CAD P1 Version 4.3 Upgrade

5. Motorola P1 CAD VMware software upgrade status – Tabled to January meeting.

14. Update and Progress Report from Executive Director: - (Bonneau)

15. Miscellaneous – For the Good of the Order

- a. A motion was made to approve **Resolution #49 – 121117** *to recognize the Administration, Managers and Staff at the Grand Rapids and Kent County PSAPs for their continued, dedicated and devoted service to the citizens and businesses of Kent County, as well as to the visitors to Kent County, by providing professional and enhanced 9-1-1 and public safety dispatch and communication services, thus safeguarding life and property throughout Kent County, Michigan by Lehman*

Second by Stelma

No Discussion

Passed 10 - 0

16. Adjournment at 11:56 AM

Respectfully submitted

Ronald Bonneau. ENP

Executive Director

Upcoming Meetings (www.kent911.org)

KCDA Finance Committee Internet Meeting

Wednesday, January 3, 2018 at 10 AM

KCDA Executive Committee Meeting

January 8, 2018, at 10 AM

Manager's Conference Room

City of Wyoming

KCDA Administrative Policy Board Annual Meeting & Election of Officers

January 22, 2018 at 10 AM
 1st Floor, West Conference Room
 City of Wyoming

Income to Authority

Name	Purpose	Amount	Line Item	Fiscal Year	Approval
Kent Co	911 Surcharge	\$1,102,009.35	584.000	2017	Bonneau
State of MI	911 Surcharge		545.000		Bonneau
Misc/Interest	Interest	64.75	688.000		Bonneau
Bond Payment	Interest	(\$848,416.67)		2017	Kent Co
Total Received	Local 911 Surcharge	\$253,657.43	584.000	2017	Bonneau

Voucher of Bills for Approval

Name	Purpose	Amount	Line Item	Fiscal Year	Approval
Wyoming	Fiduciary Jan	\$1,200	801.005	2018	Bonneau
PCS	Executive Dir Nov	\$6,454.74	807.000	2017	Holt
DTE	Natural Gas at Gezon	\$2,789.00	Project Contingency	2017	Pending Board Resolution
Pyramid/Motorola	Natural Gas at Gezon Reimbursement	\$300.00	Project Contingency	2017	Pending Board Resolution
Dickinson Wright	Legal	\$1,720.00	801.021	2017	Bonneau
ATT	Airbus EIM	\$17,092.00	Capital	2017	Pending Board Resolution
Motorola	Final Subscriber	\$497,306.10	Motorola Contract	2017	Pending Board

	Milestone Payment				Resolution
Grand Rapids PSAP	Reimbursement for Holiday Platter	\$150.00	956.000	2017	Bonneau
Kent County PSAP	Reimbursement for Holiday Platter	\$150.00	956.000	2017	Bonneau

Status of Current and Future Project / Task

Project/Issue	Assigned	Status	Estimated Completion Date
800 MHz Project	Team	On Going	TBD
Exec Dir Evaluation	Herald	On Going	Dec
CAD to CAD	CAD Team	Version 4.3 of P1 CAD	TBD
CAD Workstation Replacement	Bonneau	Determining Specs	May 2018
PFN Initiative	Team	Implementation	2 nd Q 18
Create White Paper on VMWare	Bonneau	To Board	Dec 2017
Create Summary of 800 MHz Project	Bonneau	To Board	Dec 2017
Create Contingency Fund Report	Bonneau	To Board	Dec 2017
Cybersecurity Audit	Bonneau	Tabled	TBD
MMRMA Renewal	Bonneau	Pending	Jan 18
Rehmann Pre-Audit	Bonneau	Pending	April 18
Board Representative Replacements	Bonneau	Letters Sent to Mayors	Dec 17

Budget FY2018	Bonneau	Posted to kent911.org	Complete
Sabo Group Smart911	Bonneau	In Progress	Nov
PALM ESInet Group	Team	Meeting TBD	TBD
Surcharge Reporting Initiative	Holt/Bonneau	Pending	TBD

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund 994 - Kent County Dispatch Authority							
REVENUE							
545	State 911 Surcharge						
545.000	State 911 Surcharge Revenue	970,000.00	.00	.00	497,315.00	472,685.00	51
	545 - State 911 Surcharge Totals	\$970,000.00	\$0.00	\$0.00	\$497,315.00	\$472,685.00	51%
584	Kent County 911						
584.000	Kent County 911 Revenue	4,125,316.00	275,048.08	.00	2,622,893.97	1,502,422.03	64
	584 - Kent County 911 Totals	\$4,125,316.00	\$275,048.08	\$0.00	\$2,622,893.97	\$1,502,422.03	64%
664	Interest on Investments						
664.000	Interest on Investments Interest on Investments	.00	1,331.75	.00	43,488.83	(43,488.83)	+++
664.994	Interest on Investments Change in Market Value	.00	.00	.00	(9,674.20)	9,674.20	+++
	664 - Interest on Investments Totals	\$0.00	\$1,331.75	\$0.00	\$33,814.63	(\$33,814.63)	+++
688	Miscellaneous Income						
688.000	Miscellaneous Income Miscellaneous Income	3,500.00	.00	.00	3,861.00	(361.00)	110
	688 - Miscellaneous Income Totals	\$3,500.00	\$0.00	\$0.00	\$3,861.00	(\$361.00)	110%
	REVENUE TOTALS	\$5,098,816.00	\$276,379.83	\$0.00	\$3,157,884.60	\$1,940,931.40	62%
EXPENSE							
Department	325 - Dispatch						
Activity	32500 - Communications/Dispatch						
727	Office Supplies						
727.000	Office Supplies Office Supplies	300.00	.00	.00	103.77	196.23	35
	727 - Office Supplies Totals	\$300.00	\$0.00	\$0.00	\$103.77	\$196.23	35%
740	Operating Supplies						
740.001	Operating Supplies Postage	150.00	.00	.00	.00	150.00	0
	740 - Operating Supplies Totals	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00	0%
801	Professional Services						
801.000	Professional Services Professional Services	25,000.00	300.00	.00	300.00	24,700.00	1
801.005	Professional Services Accounting/Auditing Services	26,000.00	2,400.00	.00	24,600.00	1,400.00	95
801.009	Professional Services Marketing/Web Site	33,000.00	4,639.63	.00	21,097.03	11,902.97	64
801.021	Professional Services Legal Special Counsel	25,000.00	3,328.00	.00	24,851.80	148.20	99

801.022	Professional Services Radio Steering Committee	35,000.00	.00	.00	29,310.00	5,690.00	84
	801 - Professional Services Totals	\$144,000.00	\$10,667.63	\$0.00	\$100,158.83	\$43,841.17	70%
806	Software Services						
806.000	Software Services Software Services	100.00	.00	.00	.00	100.00	0
	806 - Software Services Totals	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0%
807	Geographic & IT Information Services						
807.000	Geographic & IT Information Services Geographic & IT Info Services	2,586.00	475.08	.00	12,914.88	(10,328.88)	499
	807 - Geographic & IT Information Services Totals	\$2,586.00	\$475.08	\$0.00	\$12,914.88	(\$10,328.88)	499%
810	Contract Labor						
810.000	Contract Labor Contract Labor	70,000.00	13,784.26	.00	81,614.70	(11,614.70)	117
	810 - Contract Labor Totals	\$70,000.00	\$13,784.26	\$0.00	\$81,614.70	(\$11,614.70)	117%
860	Travel and Training						
860.000	Travel and Training Travel and Training	5,500.00	.00	.00	3,246.04	2,253.96	59
860.010	Travel and Training Training	900.00	.00	.00	350.00	550.00	39
	860 - Travel and Training Totals	\$6,400.00	\$0.00	\$0.00	\$3,596.04	\$2,803.96	56%
900	Printing & Advertising						
900.000	Printing & Advertising Printing & Advertising	200.00	756.75	.00	756.75	(556.75)	378
	900 - Printing & Advertising Totals	\$200.00	\$756.75	\$0.00	\$756.75	(\$556.75)	378%
910	Insurance						
910.100	Insurance Property and Bonds	11,000.00	.00	.00	2,000.00	9,000.00	18
910.200	Insurance Special Purpose	114,790.00	.00	.00	119,790.00	(5,000.00)	104
	910 - Insurance Totals	\$125,790.00	\$0.00	\$0.00	\$121,790.00	\$4,000.00	97%
920	Public Utilities						
920.100	Public Utilities Gas	3,500.00	.00	.00	.00	3,500.00	0
920.110	Public Utilities Electric	5,000.00	.00	.00	.00	5,000.00	0
	920 - Public Utilities Totals	\$8,500.00	\$0.00	\$0.00	\$0.00	\$8,500.00	0%
930	Repairs and Maintenance						
930.000	Repairs and Maintenance Repairs and Maintenance	431,034.00	.00	.00	301,336.63	129,697.37	70
	930 - Repairs and Maintenance Totals	\$431,034.00	\$0.00	\$0.00	\$301,336.63	\$129,697.37	70%
940	Rentals						
940.400	Rentals Tower Lease	36,000.00	.00	.00	.00	36,000.00	0
	940 - Rentals Totals	\$36,000.00	\$0.00	\$0.00	\$0.00	\$36,000.00	0%

956	Other Services						
956.000	Other Services Other Services	500.00	252.10	.00	1,192.68	(692.68)	239
	956 - Other Services Totals	\$500.00	\$252.10	\$0.00	\$1,192.68	(\$692.68)	239%
973	Capital Outlay						
973.056	Capital Outlay Computer System	654,316.00	.00	.00	.00	654,316.00	0
	973 - Capital Outlay Totals	\$654,316.00	\$0.00	\$0.00	\$0.00	\$654,316.00	0%
984	Capital Outlay						
984.017	Capital Outlay Computer Equipment	2,000.00	.00	.00	.00	2,000.00	0
	984 - Capital Outlay Totals	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%
999	Transfers						
999.993	Transfers KCDA Fund 993	586,402.00	.00	.00	586,402.00	.00	100
	999 - Transfers Totals	\$586,402.00	\$0.00	\$0.00	\$586,402.00	\$0.00	100%
	Activity 32500 - Communications/Dispatch Totals	\$2,068,278.00	\$25,935.82	\$0.00	\$1,209,866.28	\$858,411.72	58%
	Activity 32510 - Grand Rapids						
810	Contract Labor						
810.010	Contract Labor CAD/QA Administrator	35,250.00	35,250.00	.00	70,500.00	(35,250.00)	200
	810 - Contract Labor Totals	\$35,250.00	\$35,250.00	\$0.00	\$70,500.00	(\$35,250.00)	200%
860	Travel and Training						
860.000	Travel and Training Travel and Training	8,000.00	187.28	.00	5,053.74	2,946.26	63
	860 - Travel and Training Totals	\$8,000.00	\$187.28	\$0.00	\$5,053.74	\$2,946.26	63%
956	Other Services						
956.520	Other Services Grand Rapids Distribution	1,250,000.00	.00	.00	454,562.50	795,437.50	36
	956 - Other Services Totals	\$1,250,000.00	\$0.00	\$0.00	\$454,562.50	\$795,437.50	36%
	Activity 32510 - Grand Rapids Totals	\$1,293,250.00	\$35,437.28	\$0.00	\$530,116.24	\$763,133.76	41%
	Activity 32520 - Kent County						
810	Contract Labor						
810.010	Contract Labor CAD/QA Administrator	35,250.00	35,250.00	.00	70,500.00	(35,250.00)	200
	810 - Contract Labor Totals	\$35,250.00	\$35,250.00	\$0.00	\$70,500.00	(\$35,250.00)	200%
860	Travel and Training						
860.000	Travel and Training Travel and Training	8,000.00	.00	.00	8,000.00	.00	100
	860 - Travel and Training Totals	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$0.00	100%
956	Other Services						

Operating Budget Performance Report

Date Range 01/01/17 - 12/31/17

Include Rollup Account and Rollup to Account

956.525	Other Services Kent County Distribution	1,250,000.00	.00	.00	648,125.00	601,875.00	52
	956 - Other Services Totals	\$1,250,000.00	\$0.00	\$0.00	\$648,125.00	\$601,875.00	52%
	Activity 32520 - Kent County Totals	\$1,293,250.00	\$35,250.00	\$0.00	\$726,625.00	\$566,625.00	56%
	Department 325 - Dispatch Totals	\$4,654,778.00	\$96,623.10	\$0.00	\$2,466,607.52	\$2,188,170.48	53%
	EXPENSE TOTALS	\$4,654,778.00	\$96,623.10	\$0.00	\$2,466,607.52	\$2,188,170.48	53%
	Fund 994 - Kent County Dispatch Authority Totals						
	REVENUE TOTALS	5,098,816.00	276,379.83	.00	3,157,884.60	1,940,931.40	62%
	EXPENSE TOTALS	4,654,778.00	96,623.10	.00	2,466,607.52	2,188,170.48	53%
	Fund 994 - Kent County Dispatch Authority Totals	\$444,038.00	\$179,756.73	\$0.00	\$691,277.08	(\$247,239.08)	

Account	Account Description	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund 993 - KCDA Capital Fund							
REVENUE							
584	Kent County 911						
584.011	Kent County 911 Contributed Revenue	14,305,794.00	497,306.10	.00	10,510,108.30	3,795,685.70	73
	584 - Kent County 911 Totals	\$14,305,794.00	\$497,306.10	\$0.00	\$10,510,108.30	\$3,795,685.70	73%
664	Interest on Investments						
664.000	Interest on Investments Interest on Investments	.00	.00	.00	34,565.00	(34,565.00)	+++
	664 - Interest on Investments Totals	\$0.00	\$0.00	\$0.00	\$34,565.00	(\$34,565.00)	+++
697	Appropriation						
697.002	Appropriation from Fund Balance	2,196,727.73	.00	.00	.00	2,196,727.73	0
	697 - Appropriation Totals	\$2,196,727.73	\$0.00	\$0.00	\$0.00	\$2,196,727.73	0%
699	Transfer						
699.994	Transfer from KCDA	586,402.00	.00	.00	586,402.00	.00	100
	699 - Transfer Totals	\$586,402.00	\$0.00	\$0.00	\$586,402.00	\$0.00	100%
	REVENUE TOTALS	\$17,088,923.73	\$497,306.10	\$0.00	\$11,131,075.30	\$5,957,848.43	65%
EXPENSE							
Department	325 - Dispatch						
Activity	32590 - Capital Projects						
984	Capital Outlay						
984.620	Capital Outlay CAD Project Contract	210,491.00	.00	.00	.00	210,491.00	0
984.920	Capital Outlay Motorola	13,362,754.00	497,306.10	.00	9,946,122.00	3,416,632.00	74
984.925	Capital Outlay Capital Replacement Savings Fund	2,379,985.00	.00	.00	.00	2,379,985.00	0
984.927	Capital Outlay Hardware Replacement	138,000.00	.00	.00	.00	138,000.00	0
984.931	Capital Outlay Fire Pager	564,000.00	.00	.00	563,986.30	13.70	100
984.935	Capital Outlay MG GIS Mapping	35,000.00	.00	.00	.00	35,000.00	0
984.941	Capital Outlay Contingency Fund	280,000.00	.00	.00	2,850.00	277,150.00	1
	984 - Capital Outlay Totals	\$16,970,230.00	\$497,306.10	\$0.00	\$10,512,958.30	\$6,457,271.70	62%
	Activity 32590 - Capital Projects Totals	\$16,970,230.00	\$497,306.10	\$0.00	\$10,512,958.30	\$6,457,271.70	62%
	Department 325 - Dispatch Totals	\$16,970,230.00	\$497,306.10	\$0.00	\$10,512,958.30	\$6,457,271.70	62%
	EXPENSE TOTALS	\$16,970,230.00	\$497,306.10	\$0.00	\$10,512,958.30	\$6,457,271.70	62%

Capital Budget Performance Report

Date Range 01/01/17 - 12/31/17

Include Rollup Account and Rollup to Account

Fund 993 - KCDA Capital Fund Totals						
REVENUE TOTALS	17,088,923.73	497,306.10	.00	11,131,075.30	5,957,848.43	65%
EXPENSE TOTALS	16,970,230.00	497,306.10	.00	10,512,958.30	6,457,271.70	62%
Fund 993 - KCDA Capital Fund Totals	\$118,693.73	\$0.00	\$0.00	\$618,117.00	(\$499,423.27)	
Grand Totals						
REVENUE TOTALS	17,088,923.73	497,306.10	.00	11,131,075.30	5,957,848.43	65%
EXPENSE TOTALS	16,970,230.00	497,306.10	.00	10,512,958.30	6,457,271.70	62%
Grand Totals	\$118,693.73	\$0.00	\$0.00	\$618,117.00	(\$499,423.27)	

VanBelkum Companies
4345 44th St. SE Suite C
Grand Rapids, MI 49512

Phone: (616) 974-8200
www.vanbelkum.com

Terms
50/40/10 - Down, Delivery,
Completion

Invoice Number
8206-Q

Bill To	Ship To
Ron Bonneau Kent County Dispatch Authority 1155 28th St. SW Wyoming, MI 49509	Ron Bonneau Kent County Dispatch Authority
Prepared By	Contact
Marty Scheel	marty.scheel@vanbelkum.com

SYSTEM HARDWARE				
Quantity	Product			Total
4	Server Allowance (4 PCIe) - 4U Hot Swap RAID 1 Hot Swap Dual Power Windows 2012 Server			
2	USB Back-up Archive Drive Flat-Panel Monitor Keyboard Mouse Speakers			
2	2 Port Keyboard/Video/Mouse			
4	Rack Shelf - 2 Post			
2	Cables			
1	NAS Storage Appliance for off-site archive storage of calls for both recorders			

SYSTEM HARDWARE - NICE NRX				
Quantity	Product			Total
4	Analog board with Beep Tone for up to 24 channels, 10m cable (full length PCI-E slot required)			

SYSTEM SOFTWARE - NICE INFORM PROFESSIONAL				
Quantity	Product			Total
2	Configuration - MySQL license delivery			
112	Recording Channels on License per Core			
112	1 Audio Recording license, inc Inform Professional app support, replacing CLS 8.9/9.0 or MirraIV			

PROFESSIONAL SERVICES - High Speed VPN access to be provided for remote support				
Quantity	Product			Total
1	Professional Services			
1	PSMA, Standard package SLA including software assurance for 1 year			

DISCOUNT					
Quantity	Product				Total
1	VanBelkum - Recording Platform Trade Up - (\$8,200.00)				

Total	\$83,841.00
Discount	\$0.00
Tax	\$0.00
Total Amount Due	\$83,841.00

Kent County

MPSCS Site Number	Site Name	Filed Tall Structure Permit	FAA File #	FAA/ status	NEPA Filing #	Current Information	Ground Elevation	Site Development		Legal		
								Existing Tower	New Tower & Size	Utility	Status	
6102	Cedar Springs/MPSCS	Not Appl		Structural Analysis by Valmont / Remediation is KCDA cost		Nokia LOS Review Completed/ R56 review sent to MPSCS	880.8'	475' Guyed Twr		Exists	MPSCS Docs Complete	
6103	Honor Camp/KCSO	Approved	Ready to Build		zoning plans decision	NEPA Approved	859'		NEW 300' SS Twr	Propane	Approval by Kent Co	
6104	Cannonsburg/MPS CS	Not Appl		Structural Passed		Nokia LOS Review Completed / R46 audit sent to MPSCS	826.9'	475' SS Twr		Exists	MPSCS Docs Complete	
6105	N Sub/KCSO	Not Appl		Failed Structural - Remediation Costs?		Nokia LOS Review Completed / R56 audit	780.4'	195' SS Twr		Exists	Approval by Kent Co	Shelter and Generator
6106	Belknap/Grand Rapids	Not Appl	Does Fiber Exist?	Structural Analysis without Microwave and Remediation Cost Quote		No line of sight from PSAP to PSAP requires another Microwave link, Cost to Be Determined				Exists	In Progress	
6107	10 Mile/KCSO	Not Appl		Failed Structural - Remediation Costs? - Geo Drill on 11-21		Nokia LOS Review Completed	901.2'	195' SS Twr		Exists	Approval by Kent Co	
6108	Ball Zoo Tower		Is Fiber Exist?			Has Fiber Connection There, 160' monopole and can expand to area to the south	746		160 ft	Propane	In Progress	
	Burton Street/Grand Rapids	YES / Pyramid	Soil Boring PASSED, Pyramid filing FAA/MDOT permit for Height	Offset Issues with Walker Disussion Held, Options Explored with MPSCS, Pending Height Determination by FAA	Eliminated	FAA denied height, wants to lower height significantly, Reviewing options	731.7'		NEW 250' SS Twr	Propane	In Progress	
6109	Gezon WT/Wyoming	Not Appl		Structural Passed with Some additional Steel		Dixon Engineering Is Creating Build Out Plan?	758.9'	160'		Natural Gas Installati on	In Progress	Shelter and Generator

Kent County

6111	92nd/Private Owner	Not Appl	<i>Privately Owned Tower, Arlen Dykema</i>	Reviewing Load Factors due to removal of Microwave Dishes	Eliminated	\$400,000 Remediation Cost, Eliminated	970.9'	160' SS Twr	Existing 330' SS Twr	Propane	In Progress	
6111N	92nd St TRT Partners ?		\$1,200/Month	Structural Analysis								
6112	Grand Rapids Water Tank Patterson			Structural Analysis/FAA approval on height?						Propane	Shelter	
6112	Kentwood PW/Kentwood	YES/ Pyramid		FAA Approval	#0007964265 / Pending	Site Design in Process, Evaluating Super Fund Site Boundaries, DTE Installation Quote	772.5'	170'/130 Actual	NEW 170' SS Twr	Natural Gas	In Progress	
	Kentwood Library WT?				PENDING							
	Timpson/KC Road Comm		2017-AGL-4813-OE	Denied by FAA, Too High	Eliminated	Removed from Consideration at this Time	850.4'		NEW 265' SS Twr	Propane	In Progress	
6113	Cumberland / KC Road Comm Tower ?	Pending Propagation Study			faa approved 300 ft	Site Approved by Road Commission						
	Alto Cellular/American Tower	Not Appl	<i>Privately Owned Tower</i>	Lease in Legal/Pending Structural Analysis	Eliminated	Lease at \$5K/month and needs Remediation, Evaluating Alternatives	829.2'	255' SS Twr	Existing 255' Twr	Exists	Pending Site	
6114	ALTO FD	Pending Propagation Study		Fire Chief agreeable to Alternate Tower/ Need to File Zoning Application	FAA approved 475 feet	Townshio Approved InitialSite Plan			475'	Propane	Pending Site	
6101	Grand Rapids Dispatch	Not Appl	Does Fiber Exist?	Structural Analysis Needed		Nokie Review Completed / R56 remediation Contract to TeleRad	634.2'	120' Roof Mount		Exists	In Progress	

Kent County

6110	Sheriff Dispatch	Not Appl	Costing Out Entire Radio Site/Uslan	Structural Analysis Needed	Nokia Review Completed / R56 remediation Contract to TeleRad	742.2'	300' SS Twr	Exists	Approval by Kent Co	
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MISC	Requested R56 remediation Costs from Pyramid and TeleRad	COMPLETED
MISC	All Subscriber Equipment Received and Inventoried	COMPLETED
MISC	All Radio Fire Pagers received and Inventoried	COMPLETED

Name	Original Contract Height	Current Height
Honor Camp	300	300
Timpson	400	
92nd St	330	
Burton	250	
Cumberland		285
Alto FD		475
	<hr/> <hr/> 1,280	<hr/> <hr/> 1,060

MPSCS Site Number	Site Name	Structural In Contract	Structural Contingency Cost	Structural Remediation Estimate	G5 Remediation Costs
6102	Cedar Springs/MPSCS	YES			\$ 17,833.00
6103	Honor Camp				
6104	Cannonsburg/MPSCS	YES			\$ 17,833.00
6105	N Sub/KCSO	YES			\$ 8,150.00
6106	Belknap/ /City of GR	YES		\$ 160,000.00	\$ 17,833.00
6107	10 Mile/KCSO	YES			\$ 22,862.00
6108N	Ball Zoo Tower		\$ 3,500.00		
6108	Burton Street/Grand Rapids	YES			
6109	Gezon WT/Wyoming	YES			

6111	92nd/Private Owner		\$ 3,500.00		\$ 10,000.00
6111N	92nd St TRT Partners ?		\$ 3,500.00		
6112	Kentwood PW/Kentwood				
	Kentwood Library WT?	YES	\$ (3,500.00)		
6113	Timpson/KC Road Comm				
	Patterson WT / City of GR		\$ 3,500.00		
	Cumberland / KC Road Comm Tower ?				
6114	Alto Cellular/American Tower	YES			
	ALTO FD				

	Grand Rapids PSAP				\$ 12,375.00
	Kent County PSAP				\$ 10,645.00
6101	Grand Rapids Tower	YES			
6110	Sheriff Tower	YES			
			\$ 10,500.00	\$ 160,000.00	\$ 117,531.00

\$ 288,031.00



CITY OF GRAND RAPIDS SITE LICENSE AGREEMENT

Belknap Tower, Grand Rapids, MI

1. Parties.

THIS LICENSE AGREEMENT (the "Agreement") is made as of the 22nd day of January, 2018, by and between the CITY OF GRAND RAPIDS, a Michigan Municipal Corporation, 300 Monroe Ave. NW, Grand Rapids, Michigan 49503 ("Licensor") and the Kent County Dispatch Authority, a Michigan public body corporate, the principal business address of which is 1155 28th Street, SW, PO Box 905, Wyoming, MI 49509 ("Licensee").

2. Recitals.

WHEREAS, Licensor owns access to the land and title to the real property including the radio tower and associated land located at the Belknap tower site in the City of Grand Rapids, Michigan, as shown and legally described on the attached Exhibit 1 (Location Map and Legal Description), commonly known as the Belknap Tower ("Site"); and

WHEREAS, Licensee desires to erect and use public safety dispatch equipment defined in Section 5 below, on the Site and Licensor has agreed to grant Licensee a license to erect and use such equipment on the Site in the locations identified in Exhibit 2 (Preliminary Site Plan); and

THEREFORE, in consideration of the terms, covenants and conditions set forth below, the parties agree as follows:

3. Grant of License and Term.

Licensor hereby grants Licensee, a license to erect and use equipment on and appropriately use the access to the Site as approved pursuant to Section 6 and as shown on the approved site plan of this license agreement commencing on January 1, 2018 and continuing for twenty (20) years Unless terminated under other provisions of this Agreement, the Agreement will automatically renew unless either party notifies the other, in writing, at least 180 days in advance of the expiration of the initial term, or any renewal term, for up to two (2) renewal terms of ten (10) years provided: (a) Licensee is in full compliance with all terms of the License on the last day of the then current term; and (b) has not demonstrated a pattern of repeated or cumulative breaches and defaults of the terms of this License Agreement during the expiring term. The renewal term as described shall be on the same terms and conditions as contained in this License Agreement, except the fee shall be adjusted as provided herein.

4. License Fee.

a) Licensee agrees to pay Licensor an annual license fee of \$1.00 due on January 1 of each year of the term. ("License Fee").

b) Licensee shall pay, in addition to the above License Fee, a one-time non-refundable license processing charge of \$1,500. Additionally, the Licensee shall also pay any necessary, actual and reasonable material and labor costs to the Licensor for services in obtaining necessary approvals, reviews and investigations related to Licensee's use of the Site. Payment of the processing charge and any investigation fee shall be due at the time of execution of this License.

c) Licensee shall pay all other fees and charges set forth in this License Agreement and shall be responsible for all costs associated with the use of the Site.

d) Licensor shall provide to Licensee a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement ("Rental Documentation"). 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 Licensor shall provide to Licensee Rental Documentation in the manner set forth in the preceding paragraph.

e) Licensor shall at all times during the Term provide a meter base with access to electrical, fiber, natural gas, and/or propane services to the Site. Licensee shall connect to such electrical, fiber, natural gas, and/or propane meter., at the Site for the measurement of the aforementioned utilities used by Licensee and pay each of the aforementioned utility providers directly for such consumption.

5. Use of Site

a) During the term of this Agreement, Licensee shall use the Site solely to install and operate the following public safety communications equipment, including, radio fixtures and related equipment, microwave dishes and related equipment, cables, accessories and improvements along with other electronic equipment that will be housed in a secured and alarmed shelter, provided by the Licensee which may be active or passive as shown on the attached Exhibit 3 ("Equipment"). Licensee's use of the Site shall also include any and all remediation of the Site necessary to support the weight of Licensee's Equipment. All remediation necessary for this purpose shall be at no cost to the Licensor. All Equipment shall be the personal property of Licensee and shall not be considered to be a fixture. Licensee may use the Site for the following: (i) transmission and reception of public safety dispatch radio signals; (ii) to construct, install, operate, maintain, repair, replace with like, protect and secure its Equipment, including the right to place Equipment on the Site as shown herein, and (iii) any reasonable activity related to the foregoing.

b) Licensee shall not use the Site or access areas to the Site in such a way as to disturb, or otherwise interfere with the intended use by Licensor or other users of the Site, or users of the access areas to the Site. Licensee shall only use the Site consistent with any approved site plans by the Licensor and any applicable zoning or planning regulations of the City of Grand Rapids, MI. All such zoning, planning, or other governmental approvals shall be the sole responsibility of the Licensee including all costs related thereto. Should Licensee fail to obtain all necessary, zoning, planning, or other governmental approval from the City of Grand Rapids, MI, this Agreement becomes null and void.

- c) Licensee agrees that it shall not display advertising or other identifying markings that would reasonably be expected to be visible from the adjacent street except as may be required by other laws or regulations or as may be reasonably required by Licensor.
- d) Licensee agrees that it will not park any vehicles or leave any trailers or vehicles on the Site except during initial construction or when the vehicle driver or other employee, agent or contractor for Licensee is on the Site making repairs or otherwise conducting activity associated with Licensee's rights under the License.
- e) Licensee shall, at its own expense, properly identify all installed Kent County Dispatch Authority equipment including a valid contact phone number, maintain all improvements, equipment and other personal property, installed upon the Site by Licensee, in good working order, condition and repair. Licensee shall also keep the Site free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference; provided, however, that Licensee's obligations shall be limited to matters exclusively arising out of Licensee's use of the Site only
- f) Licensee shall be solely responsible for installation, maintenance, and payment for all costs and expenses associated with its exercise of this License and any of the rights under it, including electrical, fiber, phone, natural gas, propane or other utility expenses.
- g) Licensee is specifically prohibited from erecting a separate antenna tower anywhere on the Site except as provided in Section 11.
- h) During the term and except for Licensee's obligations as set forth in this License Agreement, Licensor shall maintain the Site and all structural elements of the Site in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (collectively, "Laws"). In furtherance of the foregoing, Licensor covenants that it will keep the Site in good repair as required by all Laws. Licensor shall also comply with all rules and regulations enforced by the Federal Communications Commission and the Federal Aviation Administration with regard to the lighting, marking and painting of the tower. In no event will Licensor be entitled to terminate this Agreement or relocate the Licensee's Equipment due to an interference issue as long as Licensee is making a good faith effort to remedy the interference issue which efforts may include power down of Licensee's Equipment; provided, however, that if such interference is not cured within ninety (90) days of written notice, provided that elements beyond the control of the Licensee, such as inclement weather, natural and/or manmade disasters do not exist that would prevent remedial action, Licensor may exercise the remedies available under Section 22 below. Licensor agrees that Licensor and/or any other licensees or users of the Site who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause interference to the then existing equipment of Licensee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

6. Submission of Plans and General Structural Requirements.

a) Within 30 days after execution of this Agreement, Licensee shall provide complete plans and specifications to Licensor containing the description and intended location of all Equipment for collocation. Licensee shall provide any plan, information or materials which Licensor requests with regard to the use of the Site. At a minimum, the following shall be submitted:

- i) Detailed engineering drawings of equipment and cables to be placed on the tower and/or Platform.
- ii) Detailed design drawings of any and all Site remediation needed to support the weight of Licensee's Equipment located on this Site.

b) Licensee shall use a contractor to accomplish all work necessary to install, operate, and maintain its Equipment at the Site as approved in writing by the MPSCS and KCDA and Licensor, such approval not to be unreasonably withheld. The Licensee shall provide the Licensor with notice of its approved contractors. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Site and shall be completed in compliance with all applicable laws, rules, ordinances, and regulations.

c) No further improvements or modifications to the Site beyond the installation, operation, and maintenance of the Equipment and necessary remediation, shall be made without the Licensor's consent. Licensee shall also provide reports, at Licensee's expense, from a structural engineer and a communications engineer, indicating the effect such improvements or modifications will have on the structural integrity and appearance of the tower from a contractor approved by the Licensor prior to any work being done. Any further additions of antenna or other equipment on the Site will require a written amendment to this Site License.

d) Licensee shall be responsible for and pay a pro rata share based on the number of authorized users of the Site, of the cost of any environmental impact statement required by Licensor or by any federal, state, or other local agency or branch of government that is necessary to allow continued use of the Site for the purposes under this License Agreement, but only if such environmental impact statement pertains specifically to Licensee's contemplated use of the Site. If Licensor does not select the lowest qualified bid submitted for such work, Licensee will not be obligated to contribute to the cost of the environmental impact statement unless Licensor obtains Licensee's consent in writing.

7. Interference.

a) Other licenses may be issued from time to time for collocation on the Site and this license is non-exclusive. The parties recognize the potential for broadcast and electronic interference inherent in multiple uses of the Site and the need to cooperate to prevent the occurrence of interference and promptly eliminating it, if it occurs. Therefore, the parties agree to reasonably cooperate with each other and other potential providers collocating on the Site to eliminate any potential interference as to operations not inconsistent with this Agreement.

b) If the parties are unable to address interference in a manner acceptable to the Licensee, Licensee may, in its sole discretion, terminate this Agreement with no further obligations to the Licensor. Licensor shall be entitled to terminate this Agreement or relocate the Licensee's Equipment if Licensee fails to remedy interference caused by Licensee's use within a reasonable time. Licensee's failure to remedy such interference shall be considered a material breach for which Licensor may exercise remedies available under Section 22. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

c) To the extent that doing so does not breach an existing agreement for collocation between Licensor and a third party, Licensor shall not allow any individual or entity after the date of this Agreement to cause any interference with Licensee's use of the Site and communications on the MPSCS and Licensor shall require that any other licensees or users of the Site who currently have or in the future take possession of the Property install only such equipment that is of the type and frequency which will not cause interference to the then existing equipment of Licensee. If any individual or entity currently using the Site has operations or equipment that will interfere with Licensee's use of the Site or communications on the MPSCS, the parties will work together with that individual or entity to prevent such interference.

8. Access to Site

a) Licensee, its employees, agents, MPSCS personnel, and approved contractors may have access to the Site twenty-four (24) hours a day, seven (7) days a week to inspect, maintain or repair Licensee's Equipment located at the Site. . With the exception of emergencies, Licensee shall submit in advance to Licensor a complete plan of specifications for all work Licensee wishes to perform at the Site. Licensee shall not commence any such work until Licensee obtains Licensor's approval of the plan and specifications for such work. Licensor will not unreasonably withhold or delay such approval. All such work shall be performed by properly trained skilled workers who are fully qualified to perform such work in relation to the Site. Upon completion of the permitted work, Licensee shall be responsible to clean up and return Licensor's site to its original condition. If Licensee fails to do so within a reasonable amount of time after receiving written notice, Licensor may, at its option, have such cleanup work performed, in which event Licensee shall reimburse Licensor for the reasonable cost thereof, payable within 30 days of receipt of a bill for such work. If Licensor's Site is damaged during the work performed by Licensee or Licensee's contractors on the Site, Licensee shall reimburse Licensor for such damage, payable within 30 days of receipt of a bill for such damage. Licensee shall report the occurrence of any such damage to Licensor immediately.

b) The attachment of Licensee's equipment to Licensors' Site and the inspection, maintenance, repair or removal of such equipment shall be performed by Licensee, its employees, agents or contractors. Licensee shall contact Licensor to arrange such work. No contractor shall be used by Licensee unless Licensor gives its consent in writing, which consent shall not be unreasonably withheld. Licensee shall employ best efforts to ensure that work is performed on time and pursuant to the Exhibits.

9. Governmental Approvals

a) Licensee shall obtain all necessary governmental approvals, permits, or licenses that Licensee may need to fulfill this Agreement. Licensor shall cooperate with Licensee to the extent allowed by law in obtaining such approvals, permits, or licenses.

b) Licensee shall comply, and cause its employees to comply with all applicable laws, statutes, regulations, rules, ordinances, orders, injunctions, writs, decrees or awards of any governmental or political subdivision thereof, or any agency, authority, bureau, commission, department or instrumentality thereof, or any court, tribunal, or arbitrator, in all applicable, material respects in connection with this Agreement, including without limitation:

1) All requirements of law affecting safety and health, including, without limitation, the Occupational Safety and Health Act of 1970, as amended, and any applicable Right to Know statutes;

2) All requirements of law prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap, including the Americans with Disabilities Act of 1990, and the Immigration Reform and Control Act of 1986 and their implementing regulations;

3) Workers' compensation laws, unemployment compensation laws, sickness and disability laws, social security laws, the Fair Labor Standards Act of 1938, as amended, and the Family and Medical Leave Act of 1993.

10. Emergency Contact.

Each party shall identify one or more persons as 24 hours, 7 days per week, 365 days per year, as an emergency contact. The contact information must be updated immediately if any changes occur. If access to the interior of the City-owned equipment structure is necessary, any contractor for either party shall inform the Licensor immediately. The initial provision of the required contact information shall be submitted to the following:

For Licensor:

XXXXX

For Licensee:

Ronald Bonneau, ENP
Executive Director
Kent County Dispatch Authority
1155 – 28th St. SW
Wyoming, MI 49509
708-243-9495
Bonns3@comcast.net

11. Site Maintenance Costs.

Licensee agrees to pay a pro rata share based on the number of authorized users of the site, of all reasonable extra costs of Licensor's maintenance of the Site reasonably determined by Licensor as attributable to Licensee's use and occupation of the Site. When necessary to comply with any OSHA regulations or any other relevant regulation regarding RF radiation exposure, Licensee shall "turn off" the Licensee's equipment for any period of time due to maintenance if requested by Licensor to do so. Licensor shall give Licensee no less than 180 days written notice of any regularly scheduled maintenance which would require Licensor to "turn off" the facility provided, however, Licensee shall have the right to erect a temporary tower on the premises during the requested maintenance period, provided the temporary tower has security fencing around the perimeter and such and installation is allowed by the City of Grand Rapids, MI. Licensor shall not be liable to Licensee or its customers for any damages, including business interruption losses, caused by a "turn off" of Licensee's equipment so long as Licensor provided the required advance notice and reasonably cooperated with Licensor in its efforts to erect a temporary tower. Licensor shall provide for snow removal, lawn maintenance, maintenance of the existing security fencing and other such grounds maintenance as the Licensor, in its sole discretion, shall see fit. If additional snow removal or other non-routine maintenance is required due to Licensor requirements, such maintenance shall be at Licensor's expense.

12. Liability; Indemnification; Insurance.

a) Except in the event of Licensor's negligence or willful misconduct, Licensor shall not be liable to Licensee or any of Licensee's agents, contractors, subcontractors, employees, invitees, guests or customers for:

(1) Any personal injury, property damage, or loss of life or property caused by, or arising out of or in connection with, the use of the Site (or access areas to it) by Licensee or any of its agents, contractors, subcontractors, employees, invitees, guests or customers.

(2) Any loss, costs, expenses, or damages, including lost profits arising from a loss or interruption of transmission/signal caused by any reason, including any action or inaction.

b) Except in the event of Licensor's gross negligence or willful misconduct, Licensee shall, to the extent allowable by law, at its sole cost and expense, indemnify and hold harmless Licensor, its agents, officers, boards, employees and contractors (hereinafter referred to as "Indemnitees"), from and against:

(1) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Licensee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected, directly or indirectly, with the construction, installation,

operation, maintenance, use or condition of the Licensee's Equipment, the Licensee's failure to comply with any federal, state or local statute, ordinance or regulation, or the Licensee's use of the Site.

(2) Any losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of:

(i) the presence on or beneath Licensor's land and the groundwater underlying such land, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in CERCLA, RCRA, TSCA, NREPA, or any other similar existing or future statutes, caused by the acts or omissions of Licensee; or

(ii) the Licensee's violation or alleged violation of any federal, state, or local law related directly or indirectly to its use of Licensor's land; or

(iii) Licensee's failure to comply with the terms and conditions of this Lease

(3) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Licensee, by Licensee's contractors or subcontractors for the installation, construction, operation, maintenance or use of the Licensee's Equipment on the Site. Upon the written request of the Licensor, Licensee shall cause such claim or lien covering Licensor's property to be discharged or bonded within thirty (30) days following such request.

(4) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Licensee or its affiliates for violation of the common law or any laws, statutes, or regulations of the State of Michigan, or United States, including those of the Federal Securities and Exchange Commission.

(5) Any losses, costs, expenses, damages, including lost profits which may be sustained or claimed by any person or entity in connection with the interruption of the telecommunications service provided by Licensee to its customers, whether caused in whole or in part by Licensor, Licensee, or a third party.

(6) The obligation of Licensee to indemnify Indemnitees pursuant to this Section shall survive termination or expiration of this Lease.

c) In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Licensee shall, upon notice from any of

the Indemnitees, at Licensee's sole cost and expense, resist and defend the same with legal counsel reasonably acceptable to Licensor.

d) Licensee shall give Licensor prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing shall be deemed to prevent Licensor from cooperating with Licensee and participating in the defense of any litigation by Licensor's own counsel at Licensor's expense. If, however, Licensee requests Licensor to assist it in such defense, then Licensee shall pay all reasonable expenses incurred by Licensor for such assistance.

e) During the term of this Agreement, Licensee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(1) Workers compensation insurance meeting Michigan statutory requirements.

(2) Comprehensive commercial general liability insurance with minimum limits of five million (\$5,000,000) dollars as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for completed operations liability, independent contractors' liability: coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(3) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Licensee, its employees, with personal protection insurance and property protection insurance to comply with the provision of the Michigan No Fault Insurance Law including residual liability, insurance with minimum limits of one million (\$1,000,000) dollars as the combined single limit for each occurrence for bodily injury and property damage.

(4) At the start of, and during the period of construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, to be used in or incidental to the installation of the Equipment. Upon completion of such installation, Licensee shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Site. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(5) Business interruption insurance coverage in an amount sufficient to cover such loss of revenues of Licensor, for the period of time which it would take, under normal circumstances, to repair or replace that part or parts of the Site which is damaged and caused the loss of revenue.

(6) All policies other than those for Worker's Compensation shall be written on an occurrence claims basis.

(7) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

f) All policies, except for business interruption, auto coverage, and worker's compensation policies, shall name Licensor and its respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insured (herein referred to as the "Additional Insured").

g) Certificates of insurance for each insurance policy required to be obtained by Licensee in compliance with this paragraph shall be filed with Licensor ten (10) days after execution of this License and maintained with Licensor annually during the term of this Agreement. Licensee shall immediately advise Licensor of any claim or litigation that may result in liability to the Licensor.

h) All insurance policies pursuant to this Agreement shall contain the following endorsement:

"It is hereby understood and agreed that this insurance policy may not be canceled by the insurer nor the intention not to renew be stated by insurer until ten (10) days after receipt by the City of a written notice of such intention to cancel or not renew."

Said notice shall be sent to:

City of Grand Rapids
Craig Coulson, Risk Manager
City of Grand Rapids'
300 Monroe Ave NW
Grand Rapids, NMI 49503
616- 456-3342
ccoulson@grcity.us

i) All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Michigan which are satisfactory to Licensor.

j) All insurance policies may be written with deductibles. Licensee agrees to indemnify and save harmless Licensor, the Indemnities and Additional Insured from and against the payment of any deductible, self-insured retention and from the payment of any premium on any insurance policy (all of which shall be the responsibility of the Licensee) required to be furnished by this Agreement.

k) Licensee shall require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverage of the type which Licensor is required to obtain under terms of this paragraph with appropriate limits of insurance. Licensor may require proof such coverage to be provided. All contractors or subcontractors hired by the Licensee to perform any work or service on the Site, including the tower, are required to execute an indemnity/hold harmless agreement naming the City of Grand Rapids as indemnitee. The Licensee is responsible for obtaining such indemnification agreement and submitting the same to the Licensor before allowing any work or service on their behalf to occur on the same. Such indemnification/hold harmless agreement shall be approved by the City Attorney.

l) Once during each calendar year during the term of this Agreement, Licensor may review the insurance coverage to be carried by Licensee, provided that such review shall be based upon commercially reasonable insurance underwriting standards and is performed by an independent insurance agency or brokerage. If Licensor determines, pursuant to the foregoing review, that higher limits of coverage are necessary to protect the interests of Licensor or the Additional insured, Licensee shall be so notified and shall obtain such insurance.

m) All insurance policies maintained by Licensee pursuant to this Agreement shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the Licensor of agents and employees for losses payable under the policy.

n) Nothing herein contained constitutes, nor should the same be construed as, a waiver of any governmental immunity provided to the Licensor, its agents, employees, officers, or representatives as provided for under common law or statute.

o) Licensor shall maintain commercial general liability insurance with limits not less than \$1,000,000.00 for injury to or death of one or more persons in any one occurrence and \$500,000.00 for damage or destruction to property in any one occurrence. Licensor will include Licensee as an additional insured.

13. Condition of Site.

Licensee acknowledges that it received full and complete opportunity to conduct whatever inspection or other investigation and review and deemed it appropriate with respect to the condition of the Site and its potential effect with respect to any aspect of the operation of Licensee's Equipment. Licensee agrees to and takes its use of the Site on strictly an "AS IS" condition, subject to receipt of all necessary approvals, permits and authorizations. Licensee acknowledges that Licensor has made no representation as to the condition of the Site or concerning suitability or reliability of the Site for purposes of telecommunications. Licensee shall keep its equipment, including accessories and appurtenances, in good order and repair. In the event that, as a result of this installation of Licensee's Equipment at the Site, different obstruction marking and/or lighting requirement than in existence prior the date of this License Agreement are promulgated at the Site by the FCC, FAA, or others, Licensee shall be responsible for all costs to bring the Site into compliance with the revised requirements.

14. Assignment.

a) Licensee may not assign, or otherwise transfer all or any part of its interest in this Agreement without the prior written consent of Licensor. Consent by Licensor to any assignment shall not constitute a waiver of the necessity of such consent to any subsequent assignment. This prohibition against any assignment shall be construed to include a prohibition against any assignment by creation law. This Agreement is personal to the Licensee. The attachment to or installation on Licensee's Site of any telecommunications equipment owned or operated by anyone other than the Licensee (i.e., an additional transmitter) shall constitute a sublease. Any subsequent lending or assignment without Licensor's consent shall be void and not merely voidable. In the event of any such sublease or

assignment which is approved by Licensor, Licensee shall supply to Licensor a fully executed copy of the sublease or assignment.

b) If this License is assigned with Licensor's consent, Licensee's obligations under the License shall be fully assumed by the party to whom the License is assigned, If the Site or any part thereof is occupied by anyone other than Licensee, Licensor may collect rent from the occupant and apply the net amount collected to the rent and other obligations of Licensee, but no subletting, occupancy or collection shall be deemed a waiver or release of Licensee from the further performance by Licensee of the covenants on the part of Licensee.

c) Notwithstanding any sublease, Licensee shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants and condition of this Agreement. Any person or entity to which this Agreement is assigned pursuant to the Bankruptcy Code shall be deemed without further act to have assumed all the obligations of Licensee arising under this Agreement on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Licensor an instrument confirming such assumption. Any moneys or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid to Licensor, shall be the exclusive property of Licensor, and shall not constitute property of the Licensee or of the estate Licensee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Licensors' property under the preceding sentence not paid or delivered to Licensor shall be held in trust for the benefit of Licensor and be promptly paid to Licensor.

15. Fire, Casualty, Acts of God.

a) If the tower on the Site or Licensee's Equipment is totally destroyed or damaged to the extent that it cannot be restored within 45 days of the date of such destruction or damage, either Licensor or Licensee may terminate this Agreement by giving written notice of such termination to the other within 30 days after discovering such destruction or damage, in which event Licensor shall return to Licensee within 30 days of such termination, pro rata any unearned license fees which were paid in advance. If Licensor elects to repair or reconstruct the Site and Licensee has not elected to terminate this Agreement within the time provided, the license charge shall be abated until the property has been repaired or reconstructed to a suitable condition. If Licensee elects to repair or reconstruct it Equipment and Licensor has not elected to terminate this Agreement for such Equipment within the time provided, the license charge shall be abated until the Licensee's Equipment has been repaired or reconstructed to a usable condition.

b) Licensor shall not be liable to Licensee or its customer for any damages, including business interruption losses, caused by a fire or other casualty which results in an interruption of service or loss of signal for any period of time.

16. Modifications to Facility.

In the event that Licensee or its agents shall cause any significant unauthorized modifications, alterations, or improvements to be made to the facility, this shall constitute a default, and Licensee shall

be liable to Licensor for all costs and expenses to restore the Site to its original conditions. Licensee, may, replace used, broken or obsolete Equipment with equipment that has similar physical dimensions, characteristics and impact as the existing equipment. Any material modification to Licensee's Equipment shall be subject to the consent and approval of Licensor, which shall not be unreasonably withheld or delayed. Licensor understands Licensee's need for occasional, routine Equipment upgrades, modifications or replacements, and agrees that these modifications shall not require Licensor's advance approval so long as there is no change to the physical dimensions, appearance, or tower loading whatsoever.

17. Regulatory Requirements.

Prior to the installation of any of Licensee's Equipment at the Site, and at all times while Licensee's Equipment is installed at the Site, Licensee shall, upon request, furnish to Licensor satisfactory evidence that Licensee has full power and authority from the Federal Communication Commission or from any other federal, state and/or local agency or agencies having jurisdiction over the installation and operation of Licensee's Equipment, to install and operate its Equipment at the Site.

18. Right to Inspect.

During the Term of the License Agreement, Licensor shall have the right to periodically inspect the Equipment of Licensee, with prior notice and permission to the Licensee, to ensure compliance with the terms of this license Agreement. Licensor shall also have the right to admit officials of the Federal Communications Commission, or of any other governmental agency having jurisdiction, to the Site for the purposes of inspecting the Site or Licensee's Equipment, with prior notice to the Licensee. Licensor may inspect or enter Licensee's equipment building/shelter with prior notice and permission, or in case of emergency.

19. Nature of Relationship.

The nature of the relationship between licensor and Licensee is governed by this License. In no event shall the License be interpreted to create a tenancy or leasehold of any kind or to create a Landlord-Tenant relationship between Licensor and Licensee. This License shall not be deeded or construed as transferring to Licensee any interest in the personal property or land of the City or any right in the nature of any interest in any personal property or land of the City, in whole or in part, irrespective of any expenditure by Licensee of the preparation or use of the Site.

20. Termination.

a) In the event that the Site or any other portion of the Site or any portion of the land upon which the Site is located which is related in any way to the operation of the Site, is, in whole or in part, condemned or subject to a taking, this Agreement shall terminate upon the effective date of the condemnation or taking. Licensee shall be entitled to a pro rata return of the license fee and shall not be obligated to make further payments for License fees. Licensee remains obligated for all other expenses incurred prior to termination and reimbursements for which it is obligated to Licensor under

this Agreement prior to termination and this obligation shall survive termination Licensee's right to use of the Site.

b) In the event Licensor determines to abandon its current use of the Site for reasons other than casualty, or a court of competent jurisdiction determines that this License is void or invalid for any reason or this License or portion thereof is inconsistent with or overturned by referendum, this Agreement may be terminated by Licensor, at Licensor's discretion, upon providing 365 days' notice to Licensee. Licensee shall be entitled to a pro rata return of the annual License Fee and shall have no further obligations under the Agreement with the exception of any expenses and reimbursements incurred for which it is obligated to Licensor under this Agreement prior to termination and such obligations shall survive termination of Licensee's right to use of the Site.

c) If Licensor deems it necessary, due to the requirements of Licensor's operations, or due to the findings of the Federal Communications Commission or other governmental agencies that there are health risks associated with wireless communication devices in use at the site by Licensee and not remedied by Licensee within a reasonable amount of time after receiving written notice from Licensor, Licensor may terminate this license without liability to Licensee by giving Licensee 365 days' prior written notice of the termination. Upon termination pursuant to this paragraph, Licensor shall reimburse Licensee in an amount equal to the unused annual rent which was payable in advance and Licensee shall have no further obligations under this Agreement.

d) In the event of a breach by Licensor of any of the material terms and conditions of this License Agreement which is not cured within 30 days of written notice, Licensee may terminate this Agreement. In the event of such termination, Licensee shall be entitled to a pro rata return of the annual License fee and shall no further obligations under the Agreement.

(e) If Licensee is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation and maintenance of Licensee's Equipment, despite Licensee's commercially reasonable efforts, Licensee may terminate this Agreement. In the event of such termination, Licensee shall have no further obligations under this Agreement.

(f) If Licensee ceases to be the entity responsible for providing 9-1-1 dispatch services within Kent County.

(g) If the Site is not needed to provide 9-1-1 dispatch services, Licensee may terminate this Lease without further liability upon 1 year's written notice to the Licensor.

(h) If either party fails to remedy interference within a reasonable time as provided in Paragraph 7, the party whose operations are interfered with may terminate this Agreement.

21. Removal Upon Termination.

a) Upon termination of this Agreement for whatever reason, or expiration of this Agreement Licensee shall immediately surrender the Site as in good condition as when taken, reasonable wear and tear excepted. Licensee shall thereupon remove all trade fixtures, Equipment and other personal

property of Licensee from the Site at its own expense within 180 days, except, at Licensor's option, and pursuant to paragraph 22 below, shall not be removed and shall remain on the Site as property of Licensor and shall thereafter be responsibility of Licensor. If Licensee fails to do so, Licensor shall have the right to remove the same and Licensee shall promptly reimburse Licensor for any resultant costs incurred by Licensor to do so, as evidenced by an itemized invoice provide by Licensor to Licensee.

b) If terminated because Licensee is in default and has failed to cure its default as set forth in paragraph 22, there shall be no return of any portion of any monthly prorated License fees and all amounts unpaid on the license payment for the then current term are due and payable.

c) Licensee agrees to reimburse Licensor for the actual, reasonable costs and expenses incurred by Licensor pursuant to this Section, if any. Licensee will pay such amounts within thirty (30) days of receipt of an invoice supported by reasonable and appropriate documentation of costs. Licensee shall hold Licensor harmless for any damage or injury arising as a result of Licensee's removal of any Equipment in the same manner. The obligations imposed by this Section shall survive the termination this Agreement.

22. Default.

a) In the event of a breach by Licensee of any of the material terms and conditions of this License Agreement which is not cured within 60 days of written notice (14 days in the case of a monetary default), Licensor may, at its option, without further notice to or demand of Licensee, in addition to all other rights and remedies provided at law or in equity, consider Licensee in default and terminate this License Agreement. Upon termination Licensee shall promptly disconnect and remove Licensee's Equipment from the Site, and pay to Licensor the balance of the total of all deferred License Fees required to be paid to Licensor for the remainder of the then current term of this License Agreement, plus any other damages suffered by Licensor as a result of the default which are substantiated by Licensor through invoices and other supporting documentation. Such remedy shall be in addition to any other remedies available in law or equity.

b) In addition to any other material breach of conditions identified within this License Agreement, each of the following shall be deemed a default by Licensee and breach of this license after 60 days' notice to Licensee:

(ii) Any vacation or abandonment of the Site by Licensee for more than 3 consecutive months unless ordered to do so by duly authorized legal authority or other cause beyond Licensee's reasonable control.

(iii) The filing of a voluntary petition in bankruptcy by Licensee, proceedings are in bankruptcy and commenced against Licensee or a receiver of Licensee is appointed and qualified.

(iv) The filing of a petition or answer seeking, consenting to or acquiescing to reorganization, arrangement, liquidation, dissolution or similar relief.

c) If suit shall be brought by one party against the other for recovery of possession of the Site, for the recovery of any rent or any other amount due under the provisions of this Agreement, or because of the breach of any other covenant, the non-prevailing party shall pay to the prevailing party all reasonable expenses incurred therefor, including reasonable attorney fees.

d) For a breach of any provision of this Agreement, requiring that the use be in compliance with all applicable laws, rules, regulations, or standards, including but not limited to FCC rules and regulations, interference standards, environmental laws, or health protection laws, rules or regulations, Licensor may, in addition to any other remedy it may have under this Agreement or by law, obtain a temporary restraining order and preliminary injunction compelling Licensee to cease and desist all operations on the Site until further order of the Court, since Licensor does not have an adequate remedy at law. Prior to invoking such remedy, Licensee shall be given a sixty (60) day notice of the alleged default so that it may cure such default.

e) A party's failure to exercise any of its rights under this Agreement upon the other party's default shall not constitute a waiver of any such rights and shall not prevent the exercise of any said rights upon any subsequent default.

23. Representations.

Licensor and Licensee represent to each other that each has full power and authority to enter into this License Agreement in accordance with all of its terms, and that Licensee and Licensor will comply, during the term of this License Agreement, with all applicable national, state, and local statutes, ordinances, and laws, including by way of example and not limitation, fire and electrical codes, and all reasonable rules and regulations which may be specified in writing from time to time by Licensor.

24. Environmental.

a) Licensee and Licensor each hereby covenants that it shall not bring on the Site of the facility any hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof), or underground storage tanks (collectively "Environment Hazards"). For purposes of this License Agreement, the term "hazardous substances" shall be as defined in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C., Section 9601, et seq.), and any regulations promulgated pursuant to it.

25. Notices and Payments.

All notices, demands, and payments required by this Agreement shall be delivered personally by overnight delivery service with receipt, or by United States mail, first class, postage pre-paid, and addressed to the appropriate party, with the respective address for each as indicated below. Any party to this agreement may change their address for notice by giving written notice of the change to the others in the manner prescribed by this Section. A party may list up to two addresses to which notices must be sent.

For Licensor:

John Globensky, City Treasurer
City of Grand Rapids
300 Monroe Ave. NW Room 220
Grand Rapids, MI 49503
616-456- 3000
jglobensky@grcity.us

For Licensee:

Curtis Holt, Chair
Kent County Dispatch Authority
1155 – 28th St. SW
Wyoming, MI 49509
616-530-7265
holtc@wyomingmi.gov

26. Severability.

If any provision of this license shall be held invalid, illegal, or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though the invalid, illegal, or unenforceable provision was not there; provided however that , if the invalid, illegal, or unenforceable provision goes to the heart of this License, the License may be terminated.

27. Taxes.

Licensee shall be liable for and shall timely pay all personal property taxes and assessments that may be imposed upon the property related to Licensee’s Equipment. Further, Licensee shall be responsible for all tax obligations such that the Licensor tax obligation is zero.

28. No Default on Obligations; Taxes and Liens.

Licensee certifies that it is not and shall not become overdue or in default to the City for any contract, debt or any other obligation to the City including real and personal property taxes. Breach of this provision constitutes an independent basis for default if not cured within 90 days after written notice that the obligation, contract or debt is overdue or in default.

29. Failure to Install.

Licensor shall not be liable to Licensee for Licensee’s inability to complete the installation of its Equipment or for the inability of Licensee to operate Equipment, resulting from any cause beyond the reasonable control of Licensor, including, by way of example and not limitation, electrical power failures,

acts of God, casualties (including fires, civil disorders, or labor problems), and neither party shall be liable to the other party for special, indirect or consequential damages.

30. Succession.

This License Agreement is binding upon the parties and shall be binding upon their respective heirs, administrators, successors and assigns. However, the Agreement does not run with the land.

31. Amendment.

This License Agreement may not be changed, modified, amended or altered, except by an agreement in writing and signed by all of the parties to the change, modification, amendment or alteration.

32. Governing Law.

This Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan. Any court action arising out of this Agreement shall be adjudicated in the County of Kent.

33. Counterparts.

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

34. Non-Waiver or Breach

Failure of a party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

35. Contract and Headings.

The terms and conditions of this License Agreement are understood and agreed to be contractual and not a mere recital. The paragraph headings used throughout this License Agreement are provided for reader convenience only, and shall not be controlling in the interpretation of this License Agreement.

36. Interpretation.

No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

37. Attorney Fees and Costs.

If any party commences an action against the other party as the result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney fees and costs of suit.

38. Cumulative Remedies.

All rights, remedies and recourses under this Agreement or otherwise are separate and cumulative and may be pursued separately, successively or concurrently, are nonexclusive and the exercise of any one or more of them shall in no way limit or prejudice any other legal or equitable right, remedy or recourse to which any party may be entitled.

39. Further Assurances.

Each of the parties shall execute and deliver to the other parties any documents as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, and shall do all other things necessary to this end, all without charge therefore.

40. Authorization.

Each party to this Agreement which is a corporation, limited partnership, general partnership, trust or other entity warrants and represents that it is properly authorized by its board of directors, stockholders, partners and/or holders of beneficial interests to enter into this Agreement.

41. Rights upon Sale.

Should Licensor at any time during the Term decide (i) to sell or transfer all or any part of the Site or the tower thereon to a purchaser other than Licensee, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the tower and/or the Site occupied by Licensee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this License Agreement and any such purchaser or transferee shall recognize Licensee's rights hereunder under the terms of this License Agreement.

42. Memorandum of Agreement.

Licensor acknowledges that a Memorandum of License Agreement will be recorded by Licensee in the official records of the County where the Site is located (Kent County, State of Michigan). The Memorandum of License Agreement is attached to this License Agreement as Exhibit 4.

[SIGNATURES FOLLOW ON NEXT PAGE]

LICENSOR,

LICENSEE,

City of Grand Rapids

Kent County Dispatch Authority

By: _____
Mayor Rosalynn Bliss

Attest: _____
City Clerk Darlene O'Neal

By: _____
Curtis Holt, Chair KCDA

Attest: _____
Mark Herald, Vice Chair KCDA

EXHIBIT 1

Location Legal Description and Map

Parcel Number: XXXX

XXXX

EXHIBIT 2

Preliminary Site Plan

Note: This Preliminary Site Plan is subject to change pursuant to Section 6 of the Agreement. Once a Final Site Plan is approved and initialed by both parties, it will be substituted for this Preliminary Site Plan.

EXHIBIT 3

GRAPIDS 58014-1 484831v1



TOWER LICENSE AGREEMENT

This Tower License Agreement is made as of January 22, 2018, between the City of Wyoming, Michigan, a Michigan municipal corporation, the principal business address of which is 1155 28th St SW, Wyoming, MI 49509 (the "City") and the Kent County Dispatch Authority, a Michigan public body corporate, the principal business address of which is 1155 28th Street, SW, PO Box 905, Wyoming, MI 49509 (the "KCDA").

RECITALS

A. The City owns the real property located at 5651 Gezon Court SW, Wyoming, Michigan (Tax Parcel No. 41-17-34-300-024) described for property tax purposes as follows (the "City Property") on which there is located the City's water tower (the "Water Tower"):

PART OF SW 1/4 COM AT W 1/4 COR TH S 88D 10M 25S E ALONG E&W 1/4 LINE 673.23 FT TH SELY 572.08 FT ALONG A 745 FT RAD CURVE TO RT /LONG CHORD BEARS S 65D 10M 21S E 558.14 FT/ TH S 43D 10M 25S E 28.69 FT TO BEG OF THIS DESC - TH S 43D 10M 25S E 400.85 FT TH SELY 514.92 FT ALONG A 655 FT RAD CURVE TO LT /LONG CHORD BEARS S 65D 41M 42S E 501.77 FT/ TH S 88D 12M 56S E TO A PT 110.06 FT N 88D 12M 56S W FROM N&S 1/4 LINE TH N 45D 40M 05S E ALONG WLY LINE OF GEZON CT 34.66 FT TH N 0D 26M 53S W 640.60 FT E&W 1/4 LINE TH W ALONG E&W 1/4 LINE TH N 88D 10M 25S W TO A PT WHICH IS 1000 FT W FROM CEN OF SEC TH N TO A LINE WHICH EXT W FROM A PT 242.57 FT N ALONG N&S 1/4 LINE FROM CEN OF SEC TO A PT 244.12 FT N ALONG W SEC LINE FROM W 1/4 COR TH W ALONG SD EXT LINE TO A LINE BEARING N 0D 21M 07S W FROM BEG TH S 0D 21M 07S E 434.17 FT TO BEG * SEC 34 T6N R12W 25.83 A.

B. The KCDA is seeking to provide for police, fire and other emergency call-taking and dispatching on the 800 MHz Michigan Public Safety Communication System ("MPSCS") which necessitates upgrading and replacement of current telecommunications antennas and related facilities and the construction and installation of additional telecommunications antennas and related facilities.

C. The KCDA's vendor and contractor have identified the Water Tower on the City Property as a reasonable location for MPSCS equipment.

D. City police and fire personnel are dispatched and communicate via KCDA equipment and the use of the MPSCS will enable improved communications among those personnel and with other local, county, state and federal public safety personnel thereby enhancing the services provided by and safety of those personnel.

E. The City is amenable to the KCDA's use of the City Property and the Water Tower for the installation of the MPSCS related antennas and equipment under the terms and conditions of this Agreement.

TERMS AND CONDITIONS

For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree:

1. License. The City licenses the KCDA the use of the areas of the City Property and the Water Tower depicted on the attached **Exhibit A** to install, use, operate, maintain, repair and replace KCDA telecommunications equipment needed to communicate on the MPSCS as listed on the attached **Exhibit B** (the "KCDA Equipment") and to access such equipment in those areas anytime the KCDA or its contractors or other authorized agents, including without limitation, state MPSCS personnel for such purposes (the "Premises"). Such use shall include without limitation (i) space on the tower for mounting of antennas and related equipment at a position identified on Exhibit A and running reasonably necessary cables to connect KCDA equipment on the ground to those antennas, (ii) construction of any small building needed to house, secure and protect KCDA

equipment in the location depicted on Exhibit A, and (iii) access across the City Property whenever the KCDA determines such access is needed or desired as also depicted on Exhibit A. No interest in the City Property, including the Premises, is granted by this Agreement and the KCDA acknowledges it has no interest in the Premises or other City Property.

2. License Fee.

- A. No license fee shall be paid because the installation and operation of the KCDA Equipment directly benefits the City by enabling City emergency services communications to use the MPSCS.
- B. The KCDA shall pay a pro rata portion of any special assessment made against the City Property for any public improvement and shall pay any increase in property taxes levied against the Premises or City Property due to the installation, presence, use maintenance, repair, replacement or removal of the KCDA's equipment on the Premises or the KCDA's use of the Premises.
- C. Utility services provided to the Premises for the KCDA's equipment shall be separately metered and the KCDA shall pay all rates, fees and charges for connecting to or using such utility services

3. Term and Termination.

- A. The term of this Agreement shall begin on the date first written above. This Agreement's initial term shall be 25 years. However, unless either party gives the other party notice of non-renewal at least 180 days prior to the end of its term (or any renewal term), it shall automatically renew for successive 3 year renewal terms.
- B. The KCDA may terminate this Agreement at any time with or without cause upon 30 days' written notice to the City and remove of all KCDA equipment from the Premises as provided in this Agreement.
- C. The City may terminate this Agreement at any time with or without cause upon 270 days' written notice to the KCDA.
- D. Upon termination or expiration of this Agreement, the KCDA shall immediately remove its equipment from the Premises. The KCDA shall pay the City \$100 per day for each day any KCDA equipment remains on the Premises or the City Property after 14 days following the expiration or termination of this Agreement.
- E. The City may terminate electrical power to any KCDA equipment remaining on the Premises after the expiration or termination of this Agreement. The City may also remove any KCDA equipment remaining on the Premises after the expiration or termination of this Agreement and the City shall not be responsible for any damage to or loss of KCDA equipment occurring during or as a result of the City's removal of the KCDA's equipment as provided in this subsection.
- F. For 60 days, beginning on the date first written above, the KCDA may inspect the Premises and undertake such sampling and other examination of the Premises as may be needed for the KCDA to determine the suitability of the Premises for the purposes of this Agreement. If, during that 60-day period, the KCDA determines that the Premises are not suitable the KCDA may, with written notice to the City, terminate this Agreement with no further obligation to the City. In particular and without limitation, the KCDA may (i) perform any structural analysis of the Water Tower to determine whether placement of its equipment will affect the structural integrity of the Water Tower, and (ii) performing any intermodulation study of KCDA's transmission of signals upon the Premises.
- G. If all or part of the Premises are damaged or destroyed so as to make the Premises unsuitable (as determined by the KCDA in its sole discretion) for the KCDA use as provided in this Agreement, the KCDA may, upon written notice to the City, terminate this Agreement with no further obligation to the City. Alternatively, the parties may agree to a schedule for restoring the Premises in a manner to make it suitable (as determined by the KCDA in its sole discretion) for the KCDA use as provided in this Agreement, in which case this Agreement shall not be terminated, but the KCDA's obligations under this Agreement shall be suspended during the time the Premises is unsuitable for KCDA use as provided in this Agreement.
- H. If the Premises are taken by eminent domain, this Agreement shall terminate and the KCDA shall remove its equipment from the Premises. The KCDA shall not be entitled to any payments resulting from such taking.

4. KCDA Equipment Maintenance and Premise Obligations.

A. The KCDA and its qualified technicians and agents shall, without expense to the City, use, operate, repair, maintain and replace the KCDA's equipment on the Premises (i) in compliance with all applicable laws, rules, and regulations including, without limitation, construction, mechanical and electrical codes and Federal Communications Commission requirements, (ii) in compliance with MPSCS requirements, (iii) so as not to conflict with use of the Premises by the City or others authorized by the City, (iv) to keep the KCDA equipment and the Premises in a safe condition, and (v) reasonably free of rust, corrosion, peeling paint, or other unsightly conditions.

B. Upon the expiration or termination of this Agreement, the KCDA shall remove all KCDA equipment from the Premises, even that which may be affixed or attached to the Premises and make any repairs or restoration of the Premises necessitated by KCDA's use of the Premises or removal of its equipment, less ordinary wear and tear.

C. The KCDA shall not store on the Premises any hazardous or toxic substances or materials. Any substances and materials used or consumed on the Premises shall be handled, used and consumed in compliance with all applicable laws, rules and regulations. All substances and materials removed from the Premises shall be transported and disposed of in compliance with all applicable laws, rules and regulations.

5. Access. The KCDA shall have access to the Premises all day every day.

6. City Property Maintenance

A. The City will maintain the City Property (i) in compliance with all applicable laws, rules, and regulations including, without limitation, construction codes, mechanical and electrical codes, Federal Communications Commission requirements, federal and state aviation related requirements, and requirements related to painting and lighting of the Water Tower, (ii) so as not to prevent or interfere with KCDA compliance with MPSCS requirements, (iii) so as not to conflict with use of the Premises by the KCDA, and (iv) to keep the City Property in a safe condition.

B. The City shall not allow any individual or entity that the City allows to use the City Property after the date of this Agreement to cause any interference with KCDA use of the Premises, KCDA operations on the Premises, or KCDA communications on the MPSCS. If any individual or entity currently using the City Property has operations or equipment that will interfere with KCDA use of the Premises, KCDA operations on the Premises, or KCDA communications on the MPSCS, the parties will work together with that individual or entity to prevent such interference. If they are unable to address that interference in a manner acceptable to the KCDA in its sole discretion, the KCDA may terminate this Agreement with no further obligations to the City.

C. The City may from time-to-time require the temporary removal, covering, or disuse of part or all of the KCDA Equipment on the Water Tower in order to paint, repair, maintain or improve the Water Tower. The City shall notify and collaborate with the KCDA far enough in advance of planned work to enable the KCDA to make alternative arrangements to avoid any disruption in MPSCS services during the work and to minimize disruption of the use of the KCDA Equipment during such work.

7. Indemnifications and Insurance.

A. To the extent not prohibited by law, the KCDA shall hold the City (including for purposes of this section, the City's officers and employees) harmless from, indemnify the City for, and defend (with legal counsel reasonably acceptable to the City) against any and all claims, demands, lawsuits and any other legal proceeding resulting or arising from the installation, presence, use maintenance, repair, replacement or removal of the KCDA's equipment on the Premises, unless the claim, demand, lawsuit and other legal proceeding is due to the negligence or other wrongdoing of the City or the City's officers, employees, agents or invitees.

B. To the extent not prohibited by law, the KCDA shall also hold the City (including for purposes of this section, the City's officers and employees) harmless from and indemnify the City for any damages to or loss of the Premises or the City Property resulting or arising from the installation, presence, use maintenance, repair, replacement or removal of the KCDA's equipment on the Premises, unless the claim, demand, lawsuit and other legal proceeding is due to the negligence or other wrongdoing of the City or the City's officers, employees, agents or invitees.

C. The KCDA shall obtain and maintain general liability, premises liability, and casualty insurance in commercially reasonable amounts covering its obligations under subsections 7.A and 7.B. If requested by the City, the KCDA shall provide copies of certificates of insurance and insurance policies and endorsements to show such coverage is in effect.

8. Breach. Each party shall give the other at least 30 days after written notice to cure any alleged breach of this Agreement.

9. Assignment. The KCDA may assign this Agreement and its rights, duties and obligations under this Agreement to any successor authority or other governmental entity having responsibility for operating and maintaining public safety and emergency services communications in Kent County on the MPSCS. The City may assign this Agreement and its rights, duties and obligations under this Agreement to any successor entity owning the Premises or the City Property or owning or operating the City water system.

10. General Provisions.

A. Any written notice to be given under this Agreement shall be delivered to the party at the address first given above or to any different address provided by written notice. Notice may be made by personal delivery, courier service such as FedEx or UPS, or by certified mail, return receipt requested.

B. This is the entire agreement between the parties regarding its subject matter. It may not be modified or except in writing after approval of the City Council of the City and the KCDA's Administrative Policy Board.

C. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, it shall be considered deleted from this Agreement, but the remainder of this Agreement shall survive and be enforceable.

D. The headings are for convenience and shall affect interpretation of this Agreement. But, the recitals are an integral part to this Agreement.

E. This Agreement is binding on the parties, their successors, and their permitted assigns. There are no other parties intended to benefit from this Agreement.

F. In any lawsuit is brought pursuant to or to enforce this Agreement the substantially prevailing party in such action shall be entitled, in addition to all other remedies at law or equity, to reimbursement for all reasonable attorneys' fees and costs paid to investigate, bring, maintain or defend such action from its accrual or first notice thereof through all appellate and collection proceedings.

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

CITY OF WYOMING

KENT COUNTY DISPATCH AUTHORITY

By: _____
Jack Poll, Mayor

By: _____
Mark Herald, Vice Chair
Administrative Policy Board

By: _____
Kelli VandenBerg, Clerk

By: _____
Larry Stelma, Secretary
Administrative Policy Board

Date signed: _____, 2018

Date signed: _____, 2018

EXHIBIT A
DEPICTION OF CITY PROPERTY AND PREMISES

EXHIBIT B
LIST OF KCDA EQUIPMENT

| GRAPIDS 58014-1 458361v4



To: Administrative Policy Board
From: Executive Director Ronald Bonneau, ENP
Ref: Progress Report – January 22, 2018

1. I continue to attend the Motorola conference calls on Phase II of the P1 CAD project and monitor the progress of the interfaces still due in Phase II. Motorola and the PSAP continue to have weekly conference calls.
 - a. As you may recall, I have been working with Motorola on a refined or discounted quote on the SQL 16 and VM Ware software upgrade. While the discussions have moved forward the cost has not decreased from the reported \$265,000 from my last report. I had a face-to-face meeting with Motorola where their senior management attended and I was unable to reduce the cost of this upgrade.
 - b. I have scheduled a meeting with the Maintenance Contract division, along with the PSAPs in the early part of February to start discussions on the maintenance contracts for P1 CAD and Mobile since the compensation maintenance package we received in 2013 will expire at the end of the FY2018 budget. I am anticipating the annual cost to rise from \$260,928 to an estimated \$346,293.

2. Tower Updates

John Ball Zoo - this has become our primary site replacing the **Burton St**: site which we eliminated from further consideration. We conducted a study to see if there is fiber at the site we could use that would eliminate at least one microwave dish. We have found that there is not fiber there for our use, but we could run a City fiber path at an estimated cost of \$64,550 and an annual recurring cost of \$1,065. Compared with over \$150,000 for one microwave dish, the team believes this is a good financial and operational decision since the breakeven time is over 65 years. We have held off on the entire structural analysis pending the decision on the fiber, since eliminating even one microwave dish effects the load factor significantly. We are also pursuing the lease agreement with Kent County on this site.

Alto Fire Department – this has become our primary site replacing the American Tower Cellular Tower which has been eliminated. We have presented the township supervisor, Randy Wilcox, and the fire chief with the location drawing of the tower for his initial approval so we can commence the engineering diagrams. We have received initial approval for a 475' self-supporting tower from the FAA. Additionally, I have obtained the zoning requirements and it appears that we will need an offset variance for this tower. Our attorney has drafted a lease agreement for the tower and has sent it to the township attorney. Furthermore, Pyramid is filing the Tall Structure application with the FAA and MDOT.

CUMBERLAND: this has become our primary site replacing the Timpson site. We have received permission for the tower site location from the Kent County Road Commission, Jerry Byrne. We have also drafted the lease agreement and our attorney has sent it to the Road Commission attorney for review. We have received preliminary approval from the FAA for the height of the tower. We will file the Tall Structure application with MDOT and FAA this week but do not expect any issues on this site with either agency. We are also exploring the Zoning required for this site, which will commence as soon as the Tall Structure permit is issued and engineering plans are complete.

Belknap - We received information from the City that the City Council approved a resolution to grant KCDA access to this tower without the yearly lease rates quoted in the original lease submitted to KCDA by Grand Rapids. This is due to the work of the Grand Rapids FD and PSAP speaking with the officials. We are continuing to explore options of removing the microwave load from this tower using fiber; which should lessen the structural remediation costs of this tower, originally estimated at \$160,000+. In that vein I had a discussion, with Motorola present and MPSCS, with Spectrum Health about two issues:

1. Spectrum is in the process of installing ATT fiber from the DeVos Children Hospital to Belknap to accommodate their internal dispatch and hospital safety officers that will be using MPSCS, so we are exploring using their fiber connection to the SAR for the KCDA network also, with more bandwidth.
2. In exchange for allowing KCDA to piggyback on their commercial ATT fiber to Belknap, KCDA would use the two microwave dishes ordered for Belknap and have them mounted on the top of the hospital with one aimed at Grand Rapids PSAP and the other at Kent County PSAP. This would allow Spectrum additional resiliency for their MPSCS network and would allow KCDA to link the two PSAPs as primary sites

on the MPSCS ring without overloading Belknap, which we hope will reduced the structural remediation cost. Initially Spectrum is interested in the proposal. We have checked with KCDA legal on the issue and Scott is comfortable with continuing the discussion with Spectrum.

Patterson Water Tank – it has been eliminated from consideration as the replacement for Kentwood due to FAA restrictions on additional height. We are now exploring the Water Tank at Norfolk and Woodlawn in East Grand Rapids. We have obtained the build to drawings from EGR and Motorola is accessing them and drawing new coverage maps for this site as well as obtaining initial FAA approval for height.

3. We continue to work with Scott Smith on the following legal issues:
 - a. Develop a lease agreement with Kent County for the John Ball Zoo tower site.
 - b. Develop a lease agreement with Bowne township
 - c. Develop a lease agreement with the Road Commission
 - d. Finalize the DTE Agreement
 - e. Refer FOI request for opinion and response
 - f. Investigate credit from MPSCS for remediation costs at MPSCS tower sites

4. As reported for the past several months, we have R56 grounding issues several of which are related to the MPSCS owned radio towers and shelters. As you will recall we have asked MPSCS several times to supply a written response related to this issue and what they are prepared to do to mitigate these issues. We have not received a written response but did hear from them. They remediated all their sites in 2015 to meet the State of Michigan grounding standards and therefore will not remediate their facilities at this time. If we choose to remediate their facilities it will be at the total cost to KCDA.

Additionally, any structural remediation costs will be borne by KCDA. I have asked our attorney to explore with MPSCS to see if we remediate their facilities for grounding and/or structural if MSPCS will give us a dollar for dollar credit against the soft costs they will assess to KCDA to become operational. It is my opinion that this will become a site by site determination by the team as to what grounding remediation will be undertaken for MPSCS sites and what costs will be paid by KCDA.

5. As you will recall, we have issued the MOU to DTE for co-location on our KCDA towers but have still not heard back from them with a final signed document.

Scott Smith continues to request a waiver of natural gas installation costs as Gezon water tank but this has not occurred to date.

6. I have created over 24 Fire Radio Pager Distribution Agreements that contains the serial number and value of all equipment being transferred to them for all fire agencies in Kent County. I have tendered them to the Kent County Sheriff's team that is handling the programming and distribution of the fire radios pagers. Additionally, Mike DeVries is assisting the team in obtaining the township supervisors signatures when applicable.
7. I tendered to Sabo Group the approved 800 MHz status report and they transformed the document into a finished report that is ready for distribution to project stakeholders and constituents of KCDA.
8. I assisted the Grand Rapids Children's Museum in securing a used console from Grand Rapids dispatch upon Karen Chadwick's offer for the GRCM to establish a 9-1-1 exhibit in the museum as part of their new public safety town. Many thanks to the Grand Rapids PD and dispatch for providing one of their consoles to this wonderful new display at the museum.
9. I have been working with a team from industry professional and the NENA Historical Committee, which I chair, to write various articles on the 50th Anniversary of 9-1-1. The first call was made February 16, 1968 in Haleyville, AL and our team has assembled a list of the top twelve 9-1-1 professionals over the past 50 years, an enhanced webinar and PPT and have written an article on 9-1-1 public policy development. The articles will be published in time for the anniversary date. Please let your local governmental units know about the Anniversary of this Crucial Emergency Number.
10. We have received a FOI request from Cathy Rourke on Michigan State University letterhead asking for copies of the 800 MHz project RFP, Contract and any change orders. The FOI was referred to our attorney. I assembled the documents requested and forwarded them to him, per his instructions.

Respectfully submitted,

Ronald Bonneau, ENP
Executive Director