

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 1, 2012, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Dean Prentiss, Wesley Park United Methodist Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of September 17, 2012
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To Consider Approval of an Application for an Industrial Facilities Exemption Certificate for Die-Tech & Engineering, Inc.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

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

 - a) To Confirm the Reappointment of Joel Anderson as a Member of the Community Enrichment Commission for the City of Wyoming
 - b) To Appoint Members to the West Michigan Economic Partnership
 - c) To Authorize Members of the City Council to Attend the Grand Valley Metro Council Quarterly Luncheon
- 15) Resolutions**
 - d) To Approve the Application of Die-Tech & Engineering, Inc. for an Industrial Facilities Exemption Certificate in the City of Wyoming for a New Facility and Authorizing the Mayor and City Clerk to Sign the IFT Agreement
 - e) To Waive Certain Requirements of Ordinance 14-179 for a Transfer of Ownership of a Tavern License and Transfer of Classification From Tavern to Class C for Kuzzins, Inc., 3766 S. Division Avenue

- f) For Transfer of Ownership of a Tavern Licensed Business at 3766 S. Division Avenue, Wyoming, MI 49548 From Southland Tavern, Inc. and for Transfer of Classification From Tavern to Class C, at the Same Location
- g) To Request the Revocation of Industrial Facilities Exemption Certificate No. 2005-100 for Grand Rapids Foam Technologies, Inc.
- h) To Affirm the City Manager Entering into a Grant Agreement with Consumers Energy for a Community Tree Planting Project

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

- i) To Authorize the Removal of the Pedestrian Overpass Over 28th Street at Taft Avenue (Budget Amendment No. 18)
- j) To Concur with Acceptance of Proposals From Black Box Network Services

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF JOEL ANDERSON
AS A MEMBER OF THE COMMUNITY ENRICHMENT COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Joel Anderson expired on June 30, 2012.
2. It is the desire of the City Council that Joel Anderson be reappointed as a member of the Community Enrichment Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby reappoint Joel Anderson as a member of the Community Enrichment Commission for the City of Wyoming, Michigan for the regular term ending June 30, 2015.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 1, 2012.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT MEMBERS TO THE
WEST MICHIGAN ECONOMIC PARTNERSHIP

WHEREAS:

1. The City of Wyoming entered into an Interlocal Agreement with the counties of Kent and Muskegon, the cities of Muskegon, Kentwood and Grand Rapids, as well as the Gerald R. Ford International Airport to create the West Michigan Economic Development Partnership.
2. As part of this partnership, the City of Wyoming will have the opportunity to take advantage of the provisions of state law for economic development activities and draw attention to the facilities and work force in the area.
3. Each participating entity must appoint one designee and one alternate for representation in the partnership.
4. It is the desire of the City Council that Barb VanDuren, Deputy City Manager be appointed as the designee and Kelli VandenBerg, Assistant to the City Manager be appointed as the alternate.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby appoint Barb VanDuren as designee and Kelli VandenBerg as alternate to represent the City of Wyoming on the West Michigan Economic Development Partnership.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 1, 2012.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO ATTEND THE
GRAND VALLEY METRO COUNCIL QUARTERLY LUNCHEON

WHEREAS:

1. The Grand Valley Metro Council Quarterly Luncheon will be held in Grand Rapids on October 8, 2012 and
2. It is the desire of the City Council that Wyoming be represented at the luncheon.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council are hereby authorized to attend the Grand Valley Metro Council Quarterly Luncheon in Grand Rapids on October 8, 2012 and
2. That Council members will submit their expense reports at the conclusion of the conference for approval at the next regular City Council meeting.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF DIE-TECH & ENGINEERING, INC.
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING FOR A NEW FACILITY AND
AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS:

1. The City established Industrial Development District Number 197, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 17809 on October 21, 1996.
2. Die-Tech & Engineering, Inc., has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to a new facility to be acquired and installed within Industrial Development District 197, with an estimated cost of \$1,000,000 for real property and \$1,675,000 for personal property to be located at 4620 Herman Avenue SW
3. Before acting on this application, the City Council held a public hearing on October 1, 2012, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on this application.
4. Construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before September 10, 2012, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificate previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from Die-Tech & Engineering, Inc., for an Industrial Facilities Exemption Certificate, with respect to a new facility on the following described parcel of real property situated within Industrial Development District 197, to wit:

Address: 4620 Herman Avenue SW, Wyoming, MI 49509

Parcel No.: 41-17-26-276-029

Legal Description:

LOTS 2 & 3 * NOORMAN INDUSTRIAL PLAT

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall remain in force for a period of twelve (12) years.
4. The Mayor and City Clerk are authorized to sign the IFT agreement with Die-Tech & Engineering, Inc.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 1, 2012.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Staff Memo
 IFT Agreement

Resolution No. _____

Staff Report

Date: 09/11/2012
Subject: Die-Tech Engineering, Inc.
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: September 17, 2012 City Council Meeting

Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Die-Tech Engineering, Inc. based on the City of Wyoming's Economic Development Policy.

Sustainability Criteria:

Environmental Quality – Die-Tech Engineering has proven to be responsible and cooperative in its efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City's Land Use Plan.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this application will help retain and expand a local manufacturer, encourage continued investment by Die-Tech Engineering and provide additional employment opportunities to the area.

Discussion:

Die-Tech Engineering has been operating and growing in the City of Wyoming for 28 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below:

Address of project:	4620 Herman Avenue SW Wyoming, MI 49509
Personal Property:	\$1,675,000.00
Real Property:	\$1,000,000.00
Estimated Jobs:	4 new jobs 45 retained jobs
Starting date of project:	September 2012

Die-Tech Engineering seeks to expand its manufacturing operations to allow diversification into prototype and aerospace manufacturing and to meet the increasing demand for die casting and

molding services in the area. This planned expansion will allow the company to increase production in order to support growing demand for its products and will require an additional 4 positions to support its operations.

Budget Impact:

The estimated first year tax savings for Die-Tech Engineering, which is located in the Kelloggsville Public School District is \$84,391.17.

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of October 1, 2012, pursuant to 1974 PA 198, as amended, MCL 207.552 *et seq.* (“Act 198”) between the City of Wyoming, a local governmental unit as defined in Act 198, the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Die-Tech & Engineering, Inc., the address of which is 4620 Herman Avenue SW, Wyoming, MI 49509 (the “Company”).

RECITALS

- A. The Company applied for an Industrial Facilities Tax Abatement pursuant to Act 198 on the application a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- B. Following a public hearing on October 1, 2012, the City Council of the City adopted a resolution to approve the tax abatement for a period of twelve (12) years conditional upon the parties entering into this Agreement (the “Abatement”) for the property located at 4620 Herman Avenue SW, in the City (the “site of the Abatement”).
- C. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the tax abatement.

TERMS AND CONDITIONS

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

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$2,675,000.00 in improvements to its property in the City and that at least 4 new job(s) will be created and at least 45 jobs will be retained as a result of that investment. The Company further pledges that those improvements will remain in place or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Abatement and the jobs created and maintained will remain in existence within the City for at least 2 years after the expiration of the term of the Abatement.
- 2. The City is relying upon and the Company agrees the City may rely upon the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2014) and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained upon the project’s completion and the actual number of new jobs created.
 - (b) The number of employees at the time of the Application and the current number of employees.
 - (c) The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:
 - (a) The City may either:
 - (1) Apply the criteria in the City Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels and project costs as stated in the letter, or

(2) If the number of new jobs or the cost of the project is substantially below that stated in the application for reasons within the control of the Company, the City Council may recommend revocation of the Abatement.

(b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Abatement if:

(1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or

(2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.

(c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Abatement as granted.

(a) If, at any time during the term of the Abatement or two years following the expiration or early termination of the Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations on the site of the Abatement, or the City determines that the company has discontinued or substantially curtailed its operations on the site of the Abatement, or the no longer employs on the Site of the Abatement the number of employees represented in the Application and in this Agreement:

(1) The City Council may, in its sole discretion, request revocation of the Abatement; and

(2) The City Council, in its sole discretion, may require the Company to pay the City an amount equal to the total taxes abated by the City under the Abatement.

(b) In making any decision under the preceding subparagraph (a) the City Council shall consider whether:

(1) Due to events or conditions which were unforeseeable by either party on the date of this Agreement, and absent the fault of either party, it has become impossible or commercially impractical for the Company to continue its operation on the site of the Abatement; or

(2) The Company has substantially complied with all requirements of this Agreement, such that the Company's failure to comply fully with all requirements was neither willful nor intentional, and the City has reasonably received the benefits anticipated from granting the Abatement.

(c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

6. This Agreement is entered into according to Section 22 of Act 198, as amended, MCL 207.572, is in addition to the other requirements of Public Act 198, and does not modify or waive any requirements of Act 198.

7. This is the entire agreement between the parties as to its subject matter. No unwritten agreements shall have any effect. This Agreement may be modified only with a written agreement signed by both parties following approval of the City Council.

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

CITY OF WYOMING

DIE-TECH & ENGINEERING, INC.

By: _____
Jack A. Poll, Mayor

By: _____
_____, _____

By: _____
Heidi A. Isakson, City Clerk

By: _____
_____, _____

Date signed: _____, 2012

Date signed: _____, 2012

RESOLUTION NO. _____

RESOLUTION TO WAIVE CERTAIN REQUIREMENTS OF ORDINANCE 14-179 FOR A TRANSFER OF OWNERSHIP OF A TAVERN LICENSE AND TRANSFER OF CLASSIFICATION FROM TAVERN TO CLASS C FOR KUZZINS, INC, 3766 S. DIVISION AVENUE

WHEREAS:

1. Michael P. Farah, owner of Kuzzins, Inc.. has applied to transfer ownership of the Tavern liquor licensed business at 3766 S. Division Avenue (Southland Tavern) and to transfer the classification of the liquor license from Tavern to Class C, which request will be considered in a separate resolution.
2. The proposed location of 3766 S. Division was granted approval for a liquor license before the current requirement was adopted that a liquor license be operated in conjunction with a restaurant of a certain size.
3. The application proposes to increase food service and total dining seating over current levels, but does not meet the square footage and seating requirements described in the ordinance in Section 14-179.
4. Section 179 (5) permits the City Council to waive these requirements if it is in the best interests of the City.
5. The applicant has requested such a waiver, citing physical improvements and improved business prospects.
6. The City Council, recognizing the continuous operation of the Tavern licensed business which predates existing restaurant requirements and the value of proposed improvements, desires to waive the requirements of Section 14-179 of the Code of the City of Wyoming as being in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED:

1. Sections 14-179(1), 14-179(2) and 14-179(3) of the Code of the City of Wyoming are hereby waived for the purposes of considering a transfer of ownership of the existing Tavern license at 3766 S. Division, and for the purpose of considering a transfer of classification from Tavern to Class C.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

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

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Code Section 14-179
Application

Staff Report

Date: September 25, 2012
Subject: Application to Reclassify a Liquor License at 3766 S. Division Avenue
From: Heidi Isakson, City Clerk
Meeting Date: October 1, 2012 City Council Meeting

Recommendation:

Staff recommends approving an application from Kuzzins, Inc. to transfer ownership of a Tavern (beer and wine) liquor license at 3766 S. Division Avenue, and reclassify that Tavern license to a Class C (beer, wine and spirits) license. The current licensee is Southland Tavern, Inc.

Sustainability Criteria:

Environmental Quality – No environmental impact.

Social Equity – The Code of Ordinances establishes certain minimum standards for businesses applying for new liquor licenses, including that they be operated in conjunction with restaurants of a certain size. The City Council has the authority, through Section 14-179(5) of the ordinance, to waive or reduce these requirements if it determines it is in the best interests of the City.

This particular business location was granted a liquor license before these requirements came into effect. When considering a transfer of ownership at other businesses similarly established before restaurants were required, City Council has historically noted that pre-existing condition in resolutions approving a transfer of ownership, and has granted a waiver.

A request to reclassify a liquor license from Tavern to Class C has been considered by City Council in recent years, and it was approved. The state quota for on-premise licenses classifies all types together, and this change would not impact the total on-premise licenses left to be granted (11).

Economic Strength – The investment proposed by the applicant in improving the building would benefit the City and its residents. The applicant states that the business location has been struggling, and that his intention to purchase and improve the business is dependent on obtaining a Class C license. There would be no net change in the number of liquor licenses available for future restaurant businesses.

Discussion:

Recommendations were sought from the Police Department, Treasurer and Chief Building Official, and are attached. The Police Department has no objections, while noting that a waiver of the restaurant requirements would be necessary. There are no overdue taxes or water bills. Jim DeLange describes the details of how the size and seating of this business compare to the ordinance.

Local units of government no longer have “approval authority” over transfers of ownership of an on-premise license, but the City’s approval is required to change the classification from Tavern to Class C.

As the continued operation of a business at this location with a Tavern license should be allowed to continue as an existing but non-conforming license, City Council is mainly considering whether it wishes to allow the reclassification to a Class C license.

Budget Impact:

None

September 11, 2012

City of Wyoming

1155 28th street

Wyoming, MI 49509

Attention: Heidi A Isakson, City Clerk

RE: Southland Tavern 3766 South Division Wyoming, MI.

The owners of the Southland Tavern of over 30 years, Roger & Corenne Rau, have fallen on hard times and been unable to sell their business over the last couple years. They were contemplated closing the business.

Mike Farah has agreed to purchase the Real Estate and business providing that he can get an upgrade to the class C tavern license. Mike is requesting a waiver of Article IV Section 14-178 Application for Liquor License. If approved approximately \$75,000 of extensive remodeling and refurbishing the building inside and out will be done. Equipment upgrades will include new heating and cooling system, a Clark broiler for burgers and subs, and an Auto-fry system for fries and chicken strips etc.

Mike and his wife Barb have owned Kuzzins Lounge 741 Leonard Street NW Grand Rapids for 21 years and Farah's 710 Michigan Street in Grand Rapids since January of 2010. Both bars have a sports bar theme catering to their local neighborhoods. Kuzzins received a Letter of Special Tribute signed by the Governor for being in business such a long period of time with no violations. (see attached)

We are enclosing the required building layout.

It is Mike Farah's opinion that remodeling and refurbishing along with the class C license could make this a viable business if we can get the waiver.

MICHAEL A. FARAH
M.A. Farah

CITY OF WYOMING, MICHIGAN
APPLICATION FOR LIQUOR LICENSE

APPLICANT: <i>KUZZINS INC.</i> <i>MICHAEL A. FARAH</i>		<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION
BUSINESS ADDRESS: <i>3766 S. DIVISION</i> <i>WYOMING, MI.</i>		TELEPHONE: <i>616 489-5347</i> 437.5347 FAX: <i>616 791-9178</i>
LICENSE REQUESTED: <input type="checkbox"/> TAVERN <input checked="" type="checkbox"/> CLASS C <input type="checkbox"/> CLASS B HOTEL	LOCATION OF THE PROPOSED BUSINESS: <i>3766 S. DIVISION</i>	
WILL THE PROPOSED BUSINESS OCCUPY A(N): <input checked="" type="checkbox"/> EXISTING BUILDING <input type="checkbox"/> NEW BUILDING	DO YOU: <input checked="" type="checkbox"/> OWN BUILDING <input type="checkbox"/> LEASE BUILDING	
ARE FURNITURE & FIXTURES: <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED	BUILDING OWNER: <i>ROGER & CORENNE BAY</i>	
FURNITURE & FIXTURE OWNER: <i>SAME</i>		
NAME OF PERSON RESPONSIBLE FOR DAILY OPERATION OF BUSINESS: <i>MICHAEL A. FARAH</i>		
NAME OF BANK FOR BUSINESS ACCOUNT:		
FIRM, ACCOUNTANT OR PERSON RESPONSIBLE FOR FINANCIAL RECORDS: NAME: <i>VANGUARD</i> ADDRESS: <i>739 LEONARD NW.</i>		
NAME OF PERSON COMPLETING APPLICATION: <i>Michael A. Farah</i>	TITLE OF PERSON COMPLETING APPLICATION: <i>PRES.</i>	
SIGNATURE: <i>M.A. Farah</i>	DATE: <i>9/12/12</i>	

ATTACH:

1. A SCALED DRAWING WHICH SHOWS THE TOTAL SQUARE FOOTAGE, DINING SQUARE FOOTAGE, KITCHEN SQUARE FOOTAGE, TOTAL TABLE SEATING, AND TOTAL COUNTER SEATING.
2. A PERSONAL INFORMATION SHEET FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER.
3. APPLICATION FEE OF \$300 PAYABLE TO THE CITY OF WYOMING. *paid 9/12/12*

COPY AND COMPLETE THIS PAGE FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER

NAME: <i>Michael A. Farah</i>	TITLE: <i>President</i>
RESIDENT ADDRESS: <i>2744 Burritt NW Grand Rapids, MI 49504</i>	PHONE: <i>616-791-9178</i>
SOCIAL SECURITY NUMBER:	DATE OF BIRTH:
RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <u>65</u> YEARS <input type="checkbox"/> NO	
Describe similar business ventures or related experience: <i>CURRENTLY OWN KUZZINS LOUNGE 21 YRS AND FARAH'S BAR + REST 3 YRS.</i>	
Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input checked="" type="checkbox"/> Yes - List type and location of each <input type="checkbox"/> No	
Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input checked="" type="checkbox"/> Yes - List type and location of each <i>ABOVE</i> <input type="checkbox"/> No	
Have you ever been convicted of any criminal act? <input checked="" type="checkbox"/> Yes - describe state, county and date of conviction <input type="checkbox"/> No	

I hereby authorize City officials to investigate any or all information supplied, related to, or implied by this application. I further authorize City officials to secure additional information necessary to complete this application. I understand that this information will be considered by the Wyoming City Council in review of this application, and that the information contained herein may be subject to public disclosure under the Freedom of Information Act.

Signature of owner, partner, corporate officer or manager: *X M.A. Farah*
M.A. Farah

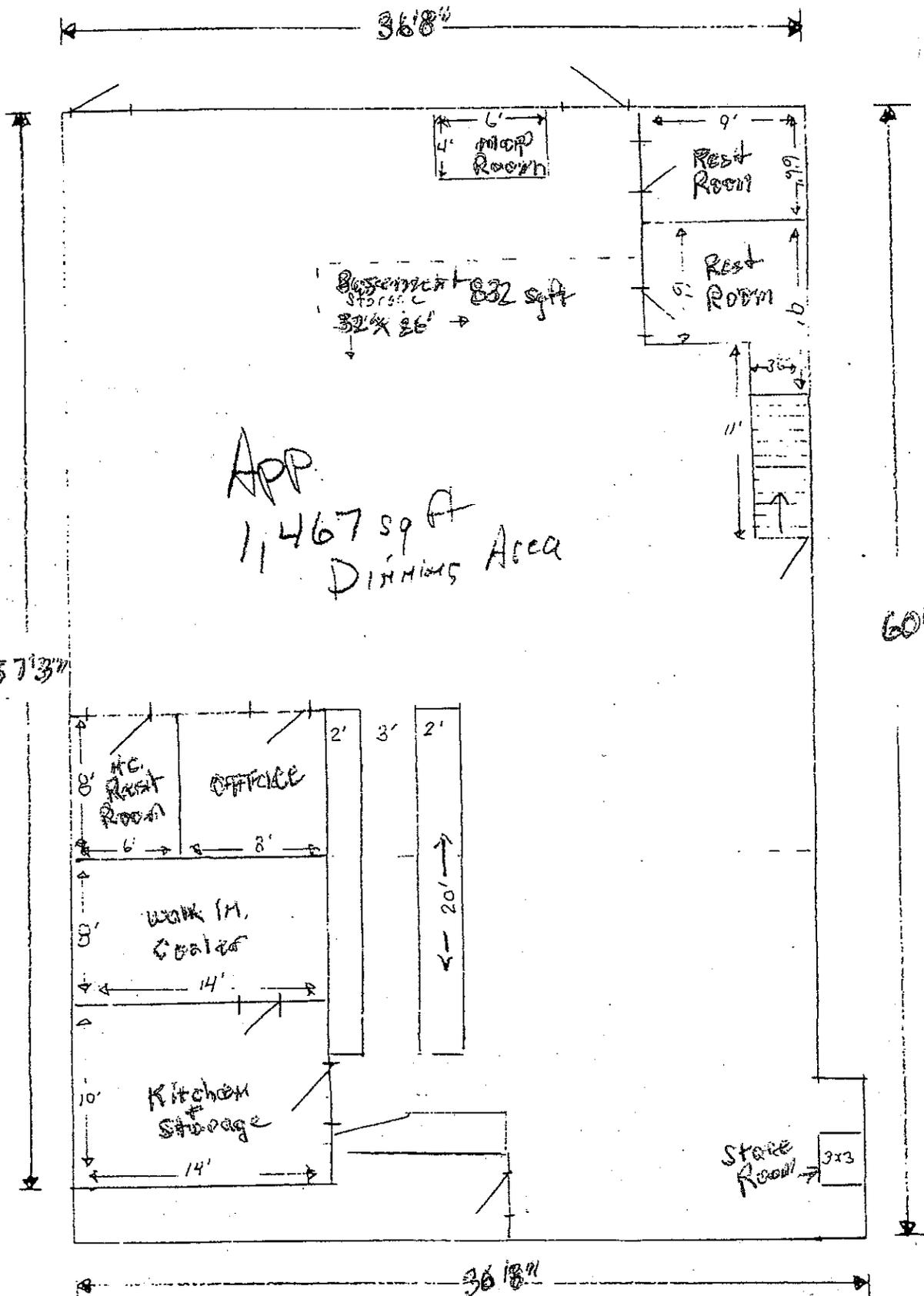
State of Michigan
KENT County

Subscribed and sworn to before me on this 19th day of September, 2012

x Heidi A Isakson
Signature of Notary
Heidi A Isakson
Printed Name

HEIDI A. ISAKSON
Notary Public, Muskegon County, Michigan
My Commission Expires September 11, 2017

My commission expires: 9-11-2017



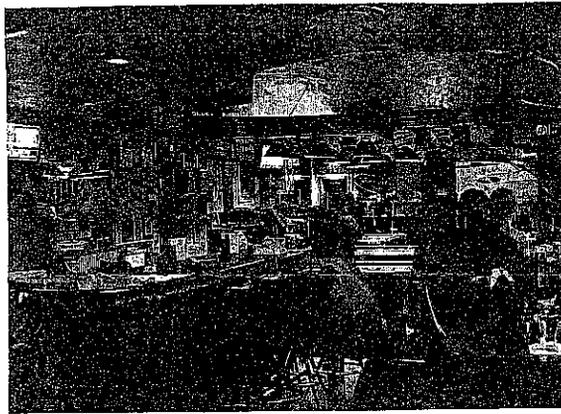
Southwest to SE 1/8 100 ft

STATE OF MICHIGAN

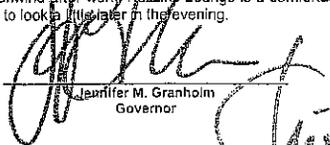


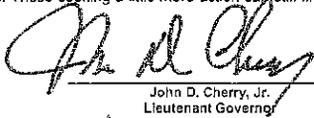
SPECIAL TRIBUTE

KUSSINS UNWIND ON THE WEST SIDE



Some of the best bars are the unassuming little places found sprinkled throughout the city's distinct neighborhood districts. Kuzzins Lounge is such a place. A West Side fixture, Kuzzins (formerly known as the Silver Cloud) is a friendly "workin'-man's" bar where the drinks are inexpensive and nobody cops an attitude. Kuzzins somehow manages to project a level of intimacy and openness at the same time. A cozy atmosphere prevails in the bar area, accentuated by an inset, cleverly lit ceiling treatment suggestive of an undersea grotto or the evening sky, depending on your perspective. (However, there are those who still miss the angels that used to reign overhead during the Silver Cloud days.) Opposite the main bar, the room opens up into a gaming and entertainment area replete with four pool tables, a modest stage and dance floor, and video games that include bowling and Golden Tee – games hooked up for Internet tournaments. Karaoke makes for a lively, inter-active crowd from 9 p.m. to 1 a.m. Friday and Saturday nights and occasionally a live band plays on the weekend. Weekdays, a mixed-music jukebox serves the mixed-age crowd. A congenial group of neighbors and regulars greet each other around the bar earlier in the evening, transitioning to a younger, more boisterous crowd as the night wears on and the music cranks up. Kuzzins' bartenders and servers are attentive, friendly and efficient. Even when sitting at one of the many high round-top tables around the perimeter on a busy night, you won't want for liquid refreshment. The servers are there before the last drop leaves the glass. And should your party need something to nibble on, Kuzzins has you covered. Check the chalkboard for a respectable list of tasty bar-food favorites that run the gamut from deep-fried cheese sticks, chicken strips, wings, mini taquitos and even calamari rings, to sandwiches, burgers and – the most expensive item on the menu – the \$6.25 shrimp basket. If you're looking for a light lunch or a place to unwind after work, Kuzzins Lounge is a comfortable choice. Those seeking a little more action can still find it here: They just have to look a little later in the evening.

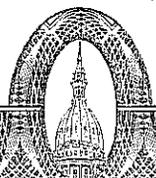

Jennifer M. Granholm
Governor


John D. Cherry, Jr.
Lieutenant Governor


Michael G. Sak
Michigan House of Representatives
Seventy-Sixth District



The Ninety-Third Legislature
At Lansing
Wednesday, June 29, 2005



LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>MICHAEL A. FARAH</i>	PROPOSED LICENSE LOCATION: <i>3766 S. DIVISION</i>
LICENSE TYPE:	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No • *If the restaurant waiver were to be granted.*
3. Should this request be considered for approval by the City Council?
 Yes No

James Carmody
James Carmody, Police Chief

Date: *9/18/12*

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

Yes No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

Andrea Boot, Treasurer

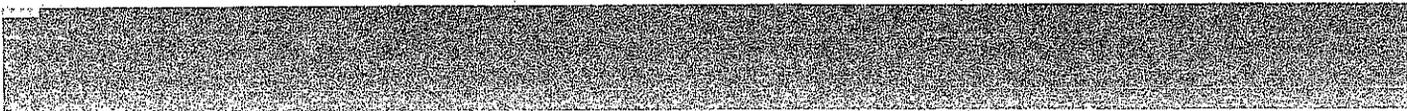
Date: _____

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS _____ IS NOT _____ in compliance with Section 14-177 through 14-179 of the City Code.

James DeLange, Chief Building Inspector

Date: _____



LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>MICHAEL A. FARAH</i>	PROPOSED LICENSE LOCATION: <i>3766 S. DIVISION</i>
LICENSE TYPE:	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 _____ Yes _____ No
2. Is the proposed location satisfactory for this business?
 _____ Yes _____ No
3. Should this request be considered for approval by the City Council?
 _____ Yes _____ No

_____ Date: _____
 James Carmody, Police Chief

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

_____ Yes _____ No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

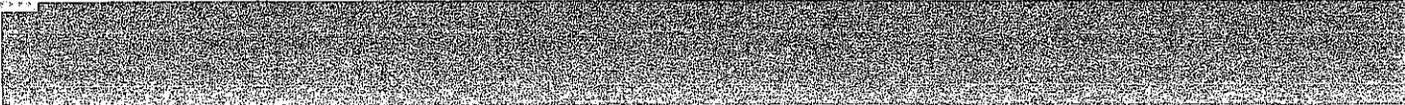
water/sewer account 511059-001 \$ 112.47 due 10/4/12
2012 winter taxes do be billed 12/1/12; due 2/14/13
41-50-93-995-870 \$ 25.11 (est); 41-18-19-101-020 \$ 842.06 (est)

Andrea Boot _____ Date: *9/13/12*
 Andrea Boot, Treasurer

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS _____ IS NOT _____ in compliance with Section 14-177 through 14-179 of the City Code.

_____ Date: _____
 James DeLange, Chief Building Inspector



LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>MICHAEL A. FARAH</i>	PROPOSED LICENSE LOCATION: <i>3766 S. DIVISION</i>
LICENSE TYPE:	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No

_____ Date: _____
James Connolly, Police Chief

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

Yes No

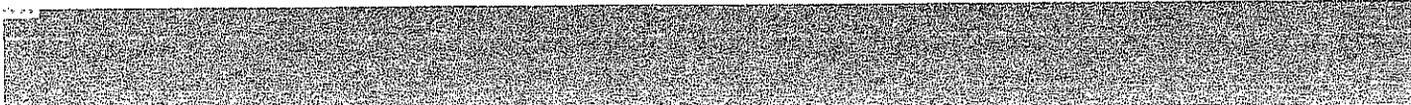
The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

_____ Date: _____
Andrea Boot, Treasurer

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS _____ IS NOT in compliance with Section 14-177 through 14-179 of the City Code. *Refer to email City Clerk 9/13/12*

James W. DeLange
_____ Date: *9/13/12*
James DeLange, Chief Building Inspector



Delange, Jim

From: Delange, Jim
Sent: Thursday, September 13, 2012 2:04 PM
To: Isakson, Heidi
Cc: Rynbrandt, Becky; Cochran, Tim
Subject: 3766 S. Division Ave SE--requested Class C. Inspections Dept. review

Review of applicable City Code sections to change the Alcohol Liquor license from Tavern to Class C follows:

14-179

- (a) requires a minimum building area of 3,500 sq. ft. This building has 2,219 sq. ft.
- (b) requires a minimum dining capacity 150 persons at 15 sq. ft. @. Proposed dining area seats 98. This is greater than historical bar / tavern use of the building because portions of the proposed dining space were formerly occupied by pool tables. The bar seats an additional 10. Total proposed—108 persons.
- (c) Complies
- (d) Requires kitchen and food storage area required to be 50% or more of dining space = 750+sq. ft. 225 sq. ft. present on the ground floor. If the majority of the basement area is used for food storage. Compliance is achieved.

Zoning Code observation--The existing parking area has 17 spaces. As a restaurant with primary sales being food, requires a minimum 23 spaces. The parking lot could be restriped to provide the required parking. If operated as a bar / tavern / lounge with alcohol over 50 % of sales, 37 spaces are required due to the revised interior layout which provides additional dining capacity. The rear lot appears that it could be striped for 30-32 spaces. A minor variance or a reduced seating configuration may be necessary. As an existing tavern with reduced occupant load the parking situation is 'grand fathered' and no changes are necessary.

James W. De Lange
Chief Building Official
City of Wyoming, MI.
616-530-7292
delangej@wyomingmi.gov

Sec. 14-179. - Required seating capacity for tavern, class C and class B licenses.

All tavern, class C and class B licenses shall have the following accommodations:

- (1) All motels and hotels selling alcoholic liquor for consumption on the premises shall contain 50 or more guestrooms and have a dining table capacity for 100 or more persons, and, if additional counter space is provided for the dispensing and sale of alcoholic liquor, such counter space shall accommodate not more than 20 percent of the seating capacity of the entire dining room.
- (2) The requirements for restaurants with class C and tavern licenses shall be as follows:
 - (a) Buildings shall have a minimum gross floor area of 3,500 square feet. Any areas used for dancing or entertainment shall be in addition to 3,500 square feet.
 - (b) The dining area shall have a seating capacity to serve a minimum of 150 persons at a minimum of 15 square feet per person.
 - (c) Counter space or bar space for the dispensing of alcoholic beverages shall not exceed 20 percent of the seating capacity of all dining areas.
 - (d) The combined kitchen and food storage facilities shall have a square footage equal to at least 50 percent of the square footage of all dining areas.
 - (e) In restaurants with tavern licenses, beer and wine shall be served at tables only, with no bar or counter dispensing allowed.
 - (f) There shall be no live entertainment or dancing permitted in restaurants with tavern licenses.
- (3) All licenses shall be operated in conjunction with a restaurant as a unit, and there shall be no separation of ownership between the license and the restaurant business. The primary business shall be that of the restaurant, which shall mean that more than 50 percent of the gross income shall be derived from the restaurant business, exclusive of all alcohol sales. All licensees who as of January 1, 1980, do not have a restaurant business in conjunction with the license are hereby excluded from the provisions of this subsection. Those licensees who have a restaurant in conjunction with their business are hereby included in this subsection. On or before January 30 of each year, all licensees shall submit to the city clerk an annual report showing the total restaurant sales and the total sales from alcoholic beverages and such other information as may be necessary for the city to be able to determine whether or not the licensee is complying with this subsection.
- (4) The provisions in this section for class C licenses may be waived by the city council where an applicant for such class C license is a nonprofit, religious-oriented fraternal organization chartered by a national organization, and which applicant has been established in the city for a minimum period of five years.
- (5) Any of the conditions of this section may be waived by the city council if it is deemed that such waiver is in the best interest of the city.

(Code 1983, § 80.94; Ord. No. 11-05, § 3, 6-20-05)

10/01/12 hai

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION

RESOLUTION NO. _____

At a regular meeting of the City Council
(Regular or Special) (Township Board, City or Village Council)

called to order by Mayor Jack Poll on October 1, 2012 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

Kuzzins, Inc. for transfer of ownership of a Tavern licensed business at 3766 S. Division Avenue, Wyoming, MI 49548 from Southland Tavern, Inc. and for transfer of classification from Tavern to Class C, at the same location

be considered for _____ approval **“above all others”**
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

Recommended for issuance
(Recommended or not Recommended)

State of Michigan)

County of Kent)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Wyoming City Council at a Regular
(Township Board, City or Village Council) (Regular or Special)

meeting held on October 1, 2012 .
(Date)

SEAL

(Signed) _____
(Township, City or Village Clerk)

Heidi A. Isakson, City Clerk
City of Wyoming, Michigan
1155 28th Street SW
Wyoming, MI 49509-0905

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION REQUESTING THE REVOCATION OF INDUSTRIAL FACILITIES
EXEMPTION CERTIFICATE NO. 2005-100 FOR
GRAND RAPIDS FOAM TECHNOLOGIES, INC.

WHEREAS:

1. Act 198, Public Acts of 1974, as amended, provides for the establishment of industrial development districts and approval of industrial facilities exemption certificates in the City of Wyoming.
2. Pursuant to the provisions of Act 198, in 2005 the Michigan State Tax Commission issued Industrial Facilities Exemption Certificate No. 2005-100 to Grand Rapids Foam Technologies, Inc., for personal property in the amount of \$1,425,500.00 at its facility located at 2788 Remico Street SW, Wyoming, Michigan, 49519.
3. Industrial Facilities Exemption Certificate 2005-100 was given the effective dates of December 31, 2005 to December 30, 2017.
4. One of the conditions of granting the certificate was the expectation that the personal property related to this project would remain at this facility in the City of Wyoming during the effective dates of the certificate.
5. On September 17, 2012, Grand Rapids Foam Technologies, Inc. notified the City that the sole piece of equipment related to Industrial Facilities Exemption Certificate 2005-100 has been removed from its facility in the City of Wyoming.
6. Section 15(1) of Act 198, provides that companies that are no longer utilizing the real and/or personal property for which the exemption was granted can request revocation of the certificate covering the specific property.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council, pursuant to Section 15(1) of Act 198, requests the Michigan State Tax Commission to revoke Industrial Facilities Exemption Certificate 2005-100 issued to Grand Rapids Foam Technologies, Inc. on the basis that the company has requested the revocation and the equipment related to this certificate is no longer located at this facility in the City of Wyoming, and therefore the conditions and purposes for which the certificate was issued cannot be fulfilled.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 1, 2012.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AFFIRM THE CITY MANAGER ENTERING INTO A GRANT AGREEMENT WITH CONSUMERS ENERGY FOR A COMMUNITY TREE PLANTING PROJECT

WHEREAS:

1. The City has lost numerous trees within Ideal Park and due to infestation from the emerald ash borer.
2. The City desires to replace many of these trees with 24 trees of diverse species.
3. Consumers Energy has offered the City a grant of \$2400 to assist in this reforestation.
4. The City has programmed \$5600 in matching funds in the proposed 2012-2013 Parks & Recreation Department's budget in account 208-752-75600-987.151.
5. The trees are required to be planted by November 16, 2012 to receive the grant funds.
6. Requests for bids for the installation of the trees must be obtained shortly to fulfill the time constraints required by Consumers Energy.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby affirm the City Manager signing the grant agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 1, 2012.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

CONSUMERS ENERGY COMPANY TREE PLANTING AGREEMENT

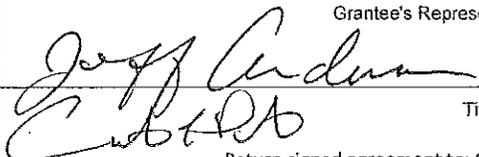
Grantee's Name City of Wyoming			Grantee's Contact Name Mr. Jeff Anderson		
Address 1155 - 28th St, SW, Box 905			Work Location Address		
City Wyoming	State MI	Zip Code 49509-0905	City	State	Zip Code
Contact Phone (8AM to 5PM) () <input type="checkbox"/> Work <input type="checkbox"/> Other <input type="checkbox"/> Home			Contact Phone (8AM to 5PM) () <input type="checkbox"/> Work <input type="checkbox"/> Other <input type="checkbox"/> Home		

Consumers Energy Company agrees to pay the sum of \$2,400.00 to the Grantee after successful completion of the tree planting project described below and on the Grant Application dated September 16, 2012 attached hereto and made a part hereof.

WORK DESCRIPTION

SPECIAL INSTRUCTIONS

GRANTEE ACKNOWLEDGES HAVING READ AND HEREBY ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THOSE PRINTED ON THE BACK OF THIS FORM AS WELL AS TERMS AND CONDITIONS SPECIFIED IN CONSUMERS ENERGY'S FORESTRY OPERATIONS 2011 COMMUNITY TREE PLANTING GRANT PROGRAM APPLICATION INFORMATION FORM ATTACHED HERETO AND MADE A PART HEREOF.

Grantee's Representative Signature  Title Parks & Facilities Supervisor City Manager	Date 9/20/12 9.20.12
Return signed agreement to: Consumers Energy, Forestry Operations, Attn: Jon Hall, 530 W. Willow, Lansing, MI 48906	

STAFF REPORT

Date: September 26, 2012

Subject: Consumers Energy Grant for Tree Replacement in Ideal Park

From: Tim Cochran, City Planner
Jeff Anderson, Parks and Facilities Supervisor

Cc: Barb VanDuren, Deputy City Manager
Rebecca Rynbrandt, Director of Community Services

Meeting Date: October 1, 2012

RECOMMENDATION:

It is recommended that the City Council affirm the City Manager entering into a grant agreement with Consumers Energy for the Ideal Park tree planting project.

SUSTAINABILITY CRITERIA:

Environmental Quality – Trees within a public park provide food and shelter for wildlife. The roots help reduce stormwater runoff. The leaves help clean the air of contaminants and provides oxygen. Throughout a community, trees reduce heat buildup. Trees within a public park system are a significant component of a community's environmental health.

Social Equity – Parks provide a space for individuals, families and friends to partake in relaxation, recreation and fun. This strengthens social bonds and helps provide balance and satisfaction in life. Aesthetic and well designed parks are more desirable and have broad public appeal. The existence of trees within passive areas of parks contribute greatly to this appeal.

Economic Strength – Quality parks are integral to neighborhoods. The proximity of quality parks improves the value of nearby homes and contributes to the economic vitality of the area. Trees are essential components in maintaining a quality park.

DISCUSSION:

Over the last few years, the City has lost an extensive number of trees within our public parks due to emerald ash borer. Specifically, Ideal Park has lost 58 trees to this infestation. City staff desires to plant 24 trees of diverse species and 3 inch caliper within this park. This is in addition to the 12 trees currently being planted in Ideal Park assisted through another grant. We recently applied for, and awarded, a Consumers Energy Tree Planting Grant for \$2400. The grant will provide \$100 for each tree planted. The total project cost is estimated at \$8000.

The trees are required to be installed by November 16, 2012. This short time frame has necessitated expediency in developing the request for bids, offering of a contract, and it's execution, to install the trees. As such, the City Manager provided approval to expedite this process. This request is to have the City Council affirm the City Manager entering into the grant agreement with Consumers Energy.

BUDGET IMPACT:

The \$5600 in matching funds is available in Parks & Recreation account #208-752-75600-987.151.



Consumers Energy

Count on Us



September 16, 2012

City of Wyoming
Jeff Anderson
1155 - 28th St. SW. Box 905
Wyoming, MI 49509-0905

Dear Mr. Anderson:

The Michigan Forestry and Park Association is pleased to inform you that your Community Tree Planting Grant request for the City of Wyoming has been approved by Consumers Energy in the amount of \$2,400.00 for the planting of 24 trees .

To accept this grant, please sign and date the enclosed Tree Planting Agreement and return it to Jon Hall at the address below. The grant will be awarded once your project is completed and field checked by Consumers Energy.

Consumers Energy works to deliver safe, reliable electric service to its 1.8 million customers in Michigan's Lower Peninsula. Planting the right trees in the right places helps achieve those goals and provides for a healthier community environment.

MFPA is a charitable organization founded in 1926 to promote education and training in the fields of arboriculture and urban forestry; to provide funding for research on tree related issues; and to provide scholarships to students studying in the fields of arboriculture and urban forestry.

Best regards,

J. James Kielbaso, President
Michigan Forestry and Park Association

Return Tree Planting Agreement to:
Consumers Energy - Forestry Operations
Jon Hall
530 W. Willow
Lansing, MI 48906
517-374-2372

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE REMOVAL OF THE
PEDESTRIAN OVERPASS OVER 28TH STREET AT TAFT AVENUE

WHEREAS:

1. On November 11, 2011, the City Council authorized an Agreement with the Michigan Department of Transportation for the reconstruction of the M-11 (28th Street) and Byron Center Avenue intersection in Wyoming, and the 28th Street and Ivanrest Avenue intersection in Grandville.
2. As a part of the intersection reconstruction in Grandville, the pedestrian bridge over 28th Street was removed.
3. The contractor, Nagel Construction, Inc., was asked to provide a price to remove the pedestrian bridge at 28th Street and Taft Avenue to Wyoming, but the work could not be added to the intersection reconstruction project.
4. Because of the closing of Taft Elementary, the pedestrian bridge is no longer necessary as a pedestrian crossing yet it is costly to maintain the bridge, so it is in Wyoming's best interest to remove said structure.
5. Nagel Construction, Inc., can remove the bridge for \$22,800 and the costs can be financed out of the Major Street Fund, account number 202-441-46300-930000 but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes Nagel Construction, Inc., to remove the pedestrian overpass over 28th Street just west of Taft Avenue for the amount of \$22,800 and approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 1, 2012.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS: Contractor Proposal
 Budget Amendment

STAFF REPORT

Date: September 26, 2012
Subject: Removal of Pedestrian Overpass
From: William D. Dooley, Director of Public Works
Meeting Date: October 1, 2012

RECOMMENDATION

It is recommended that the City Council authorize Nagel Construction, Inc. to remove the pedestrian overpass on 28th Street for the amount of \$22, 800.

SUSTAINABILITY CRITERIA

Environmental: The proposed overpass removal will improve the aesthetic appearance of the 28th Street corridor. For this reason, the Wyoming Downtown Development Authority has requested that this overpass be removed.

Social Equity: This overpass primarily served school children who attend the Taft Avenue elementary school. Now that this school is closed, Wyoming Public Schools supports the removal of this overpass.

Financial Stability: Due to the age of this overpass, regular maintenance is required to maintain its safety and it is in need of repainting. Immediate removal of this structure will allow Wyoming to eliminate the maintenance costs and avoid costly repainting.

DISCUSSION

Wyoming requested to have the pedestrian overpass on 28th Street removed as part of the Michigan Department of Transportation street improvements which took place this past summer. Unfortunately, this request was not approved, but the contractor offered to remove the structure at the same unit costs. The cost for removal by Nagel Construction, Inc. is \$22,800. It is in Wyoming's best interest to remove this overpass and reduce the ongoing maintenance expense.

BUDGET IMPACT

The \$22,800 cost for removing the overpass can be financed out of the Major Street Fund, but a budget amendment is necessary.

Nagel Construction, Inc.
PO Box 10
Moline, MI 49335
616-877-4000
Fax 616-877-4096

Proposal

City of Wyoming
Attn Russ Henckel

Re: Removing the Pedestrian Bridge over 28th Street just west of Taft

To Mr. Russ Henckel,

Nagel Construction, Inc. will remove the walkway, stairs, supports and all vertical footings. Topsoil, seed and straw mat the disturbed areas. Also remove and straighten approximately 80 linear feet of sidewalk on the south side by the stairs. The above mentioned work would be done for the lump sum price of \$19,800.

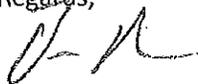
If you would like the spread footings removed under the two main supports we can remove those for \$3000 depending on the location of the existing utilities.

All traffic control and insurance are in the lump sum price.

The City of Wyoming would provide police assistance the night that the walkway would be removed.

If you have any questions I can be reached at 616-293-0962

Regards,



Bruce Morren
Nagel Construction, Inc.

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH ACCEPTANCE
OF PROPOSALS FROM BLACK BOX NETWORK SERVICES

WHEREAS:

1. As detailed in the attached Staff Report from the City’s Director of Information Technology, the City Council authorized the purchase and installation of a new Voice-over-IP system in June 2012 via Resolution #24210.
2. The Information Technology Department, met with Black Box Network Services and various City departments as part of the project and identified changes that were required for implementation.
3. The attached revised proposal from Black Box Network Services in the additional amount of \$4,702.82 and the attached proposals for installation of cable and SM Fiber required for upgrading of existing cabling at the City Hall, Court, Fire Department and Public Works buildings in the amount of \$11,746.94 were accepted.
4. Sufficient funds for the project are available in the General Fund/Information Technology/ Capital Outlay Computer Equipment account number 101-258-25800-984017.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby concur with acceptance of the proposals as summarized in the attached Staff Report.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

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

ATTACHMENTS:
Staff Report
Proposals

Heidi A. Isakson, Wyoming City Clerk



STAFF REPORT

DATE: September 25, 2012
SUBJECT: Voice-over-IP (VoIP) Update & Cabling
FROM: Gail Sheppard, Director of Information Technology
MEETING DATE: October 1, 2012

Recommendation:

It is recommended that the City Council authorize payment to Black Box Network Services for the updated Schedule of Equipment and Services. The City Council authorized the purchase and installation of a new Voice-over-IP system in June, 2012 with Resolution #24210. Since that time, IT along with Black Box staff have reviewed and discussed with all department management their telephone options, which resulted with an additional cost of \$4,702.82. Staff also recommends authorization of payment to Black Box Network Services for the Proposal to Install Cable and the Proposal for SM Fiber, which is required to upgrade existing cabling to meet VoIP standards. Upgrades are necessary for specific locations at City Hall, District Court, Fire Department and Public Works.

Sustainability Criteria:

Environmental Quality - Approval of these proposals does not significantly impact environmental quality.

Social Equity - In final preparation for the VoIP system, IT along with Black Box staff reviewed all City departments prior telephone system needs, requests and special situations to ensure they understood all the capabilities of this new technology. It was during this process that various changes were requested and resulted with the increase and therefore the request for change order.

Category 5e and 6 plenum-rated cables are required for specific locations at City Hall, District Court, Fire Department and Public Works in order to function with the new VoIP system. New fiber is required to update older wiring from the City Hall basement telecommunications room to the 1st floor data center in order to implement a faster network for the VoIP project as well as general network performance.

Economic Strength - Implementing a VoIP system will greatly increase our functionality, while improving our ability to manage telephones in a more time sensitive manner.

The update of cables/fiber is consistent with our goal of maintaining our IT infrastructure to support technology solutions, facilitate interoperability and connectivity, and support technologies/processes that increase service to our employees and/or citizens.

Discussion:

As detailed in the recommendation section of the staff report, IT along with Black Box staff have reviewed and discussed with all department management their telephone options, which resulted with an additional cost. Additionally, specific facilities require upgrades of existing cabling to meet VoIP standards as detailed in the proposals. Therefore, in order to keep the entire VoIP project implementation date, the City Manager authorized acceptance of the one revised and two new proposals (see attached) from Black Box Network Services.

Budget Impact:

Funding (\$4,703) for the VoIP system Schedule of Equipment and Services and (\$11,747) for the Cable and SM Fiber Proposals are budgeted and available in the General Fund/Information Technology/Capital Outlay Computer Equipment account #101-258-25800-984017.



1287 Rankin Dr. Troy MI 48083
Lewis Center, OH 43035
(614) 825-7400

City of Wyoming ShoreTel Proposal

Prepared for: City of Wyoming

Proposal: B60594R2

Date: 6/5/2012

Prepared by: Black Box Michigan

Phone Number: 616.246.1320 ext. 101

Email Address: adam.lynch@blackbox.com

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Contact Information

END USER

Company Name:	City of Wyoming
Site Address:	1155 28 th St. SW Wyoming, MI 49509
Primary Contact Name / Title:	Brian Strazisar
Contact Address:	1155 28 th St. SW Wyoming, MI 49509
Phone Number:	616.530.7317 E-mail: strazisarb@wyomingmi.gov

6/5/2012

City of Wyoming
Brian Strazisar
1155 28th St. SW
Wyoming, MI 49509

Dear Brian,

Enclosed please find Black Box Network Services' proposal to provide a new ShoreTel telecommunications system for City of Wyoming.

Black Box is proposing the implementation of the ShoreTel converged communications system. This system offers many unique features and capabilities not available on other systems. We believe when you see this system live, you will appreciate the advantages inherent in the design and flexibility of the ShoreTel system.

The ShoreTel system is designed to work with existing data infrastructures. ShoreTel users often talk about how much they "love" their system. Every user will be able to utilize a powerful desktop software OR their award winning ShoreTel phone.

Black Box brings decades of experience and expertise to every project we implement. Our goal is to meet or exceed our client's expectations.

We truly believe we are offering the very best combination of technology and support available in the industry.

City of Wyoming will benefit greatly from this converged communications solution. The entire Black Box team looks forward to working with you on this project, and continually earning your business.

Very truly yours,

Adam Lynch
Black Box Michigan

Executive Summary

For City of Wyoming

Black Box Michigan strongly recommends the implementation of a ShoreTel IP Telephony System. ShoreTel combines the reliability of a real-time operating system, with no single point of failure, and a solution that is a single system deployed over all sites.

ShoreTel provides organizations with one of the most cost-effective ways to use Ethernet networks to improve office telephone communications. The Award-winning ShoreTel IP Telephone System is designed to save time and money by simplifying and reducing network management, and streamlining business operations. ShoreTel is unique in that the system was designed from a "clean sheet of paper", incorporating all the advantages of IP Telephony, without being encumbered with legacy technology, or attempting to blend various technologies acquired through corporate acquisition. The elegance of the ShoreTel system can be illustrated by reviewing the attached ShoreTel Design Diagram.

ShoreTel is a true *Best in Breed* IP Telephony solution that has made a significant impact in the marketplace. Shipping their first systems in 1998, ShoreTel was the second company to deliver a Voice over IP solution. ShoreTel is financially sound, just completing a very successful IPO. There are many examples of ShoreTel systems displacing a competitive IP Telephony system. To our knowledge, the reverse has never happened.

Here are some of highlights of our solution:

- **Number 1 rated IP Telephony System**
Every year Nemertes (an independent research company) surveys thousands of companies to evaluate their experiences, satisfaction, and the cost associated with the VoIP system that have been deployed. For the sixth year in a row, the ShoreTel system was ranked first in **every** category compared to all other major manufacturers, including *lowest total cost of ownership*, value, and system performance.
- **ShoreTel in the marketplace**
ShoreTel has been growing in line size faster than any other major IP Telephony manufacturer. This growth is not a result of advertising, but as a result of satisfied customers and word of mouth. In a recent Nemertes study, over **70%** of the organizations that **assessed** ShoreTel, **selected** ShoreTel. ShoreTel is a profitable, well run organization, which has been providing quality IP Telephony systems since 1998.

Reliability

High system reliability availability is ensured with the Wind River VxWorks real-time operating system (used in pacemakers and artificial hearts). Telephony call processing is not dependent on a server (Spinning media = low reliability). This is in sharp contrast to other converged products. Each ShoreGear Switch manages the call setup and call teardown, including features such as transfer, conference, forward, call permissions, and call routing. The ShoreGear switches communicate on a peer-to-peer basis, eliminating any single point of failure. Additionally, phones associated with a failed ShoreGear switch have the ability to automatically re-register to any "spare" switch with available port capacity. This "N+1" redundancy allows for any site to be fully redundant. Finally, every ShoreGear switch has two network ports, reducing LAN related IP Telephony problems.

Distributed intelligence

Decentralized call processing is one of the trademarks of ShoreTel's success. Call processing is handled within the local ShoreGear Switch each phone is registered to. The ShoreWare Director Server is utilized *only* for Administration and Voice Mail. As a result, during a WAN or Server failure, all telephony features are still available. ShoreTel deployed across an enterprise is truly a single system, with no dialing plans to worry about. Operating your business with a single system (single Admin interface, single database etc) is a major benefit of the ShoreTel design. When software upgrades are available, a simple (and free) procedure will update all sites at once.

Single management interface

A *single-view* interface (as opposed to *Centralized* Management) means administrators spend very little effort managing this streamlined system. Remote sites can be managed from any Internet browser location making site maintenance visits unnecessary. A single quick look displaying all sites status on a single screen is a **great** management feature. While many competitive solutions utilize multiple databases, the ShoreTel system is a single,

easy to use interface. In fact, the system is so easy to administer, some organizations have their Human Resources personnel perform ShoreTel system administration. People that see the ShoreTel system realize the brilliance in its design. Believe it or not, some competing products still use Command Line for some aspects of their programming, or there are separate interfaces per site/application.

Versatile Call Center

The ShoreTel system offers two levels of Contact Center: *ShoreTel Work Groups and ShoreTel Contact Center*. Work Groups is a very affordable solution that is deployed on the main ShoreWare Director server, eliminating the need for an additional server. ShoreTel Contact Center adds additional/advanced capabilities that may justify the additional investment.

Easy to use

employees will benefit greatly from simple desktop interface. ShoreTel telephones are very intuitive. Each phone comes with *ShoreTel Personal Communicator*, a graphical user interface software program that makes operating phones even easier, and gives Presence information (on the phone, out of the office etc) for other employees, located in any site.

Unified Messaging

The ShoreTel solution has some unique advantages as it integrates directly with Outlook. Voice mail messages are stored on the ShoreTel ShoreWare Director server, not the Exchange Server. If the Exchange Server is unavailable (upgrade, virus attack etc.) voice mail operations will continue. ShoreTel also integrates with Outlook Calendar. When scheduling a meeting, there will be a new tab labeled "Call Handling", giving users the ability to select a pre-determined profile for their phone (changes to voice mail greeting, find-me, follow-me number, "0" destination etc.) automatically change for the duration of the meeting. (a user can always manually change their Call Handling Mode) If the optional Conference Bridge is purchased, there will be an additional tab when creating a meeting called "Conference Bridge". This will allow the Bridge to be reserved for the meeting, and to have the details (phone number to dial, password etc.) to be a part of the meeting maker that is sent out.

High quality Implementation

Black Box brings vast experience in deploying multi-site ShoreTel systems. We are methodical in our approach, insuring a successful implementation. With a history in telephony dating back to the 1970's, we understand how vital a properly designed solution is to our clients.

Black Box will provide a single Implementation Team for this entire project. Our implementation plan is designed to maximize use of the system, and minimize disruption to your business. The system will be custom designed, by site, for 's unique needs, requirements, and timelines. The system will be implemented and tested prior to going live. Black Box has vast experience in implementing multi-site ShoreTel deployments. Our references will rave about their experience with our implementation.

Exceptional customer service

Black Box has a track record of outstanding customer satisfaction and financial stability. With a history dating back to 1976, we have the reputation of providing the best service in the area. Also, year after year, ShoreTel is rated #1 in customer satisfaction over rival IP Telephony manufacturers.

Simplified support

The system comes with one, three, or five years of ShoreCare Support, which includes replacement of defective ShoreTel components, minor and major software updates, and unlimited remote support for trouble resolution calls. As a reliable, software-based system, typical ShoreTel customers are able to resolve issues with this level of support. Black Box Elk Grove engineers will provide remote support for all sites. In the unlikely event that an on-site technician becomes necessary, Black Box will dispatch a technician. Also, each site will be remotely monitored for potential service effecting issues.

Black Box Network Services

Black Box is a very financially sound organization. We are a \$1 Billion company that has enjoyed profitability and a positive cash flow in every year since our inception in 1976. Black Box is the largest independent voice services company in the country. We are the largest, or one of the largest, distributors of every major telephony manufacturers. Black Box, with 5,000 team members, has a very flat organization structure with no more than 5 levels between any employee and the President.

In summary, **Black Box Network Services** is confident that the ShoreTel Telephone System is the best fit for in order to accommodate your goals. We feel that the combined efforts of Black Box and ShoreTel will offer the best total package of product, price, performance, and especially service. Our business philosophy centers on making the customer more than satisfied with all aspects of their initial and on-going successful business relationship with us. We believe our recommendations will provide you with flexibility, future technology needs, improved customer relations and company image, as well as substantial economic benefits. We look forward to continually earning your business.

Proposed Solutions

ShoreGear-50

The ShoreGear-50 is designed for small-sized offices supporting both IP and analog telephones with analog trunking (i.e. 20 IP users, 2 analog extensions and 4 analog trunks at the same time). It uses a small 1U half width chassis and so is ideal for sites where rack space is valued at a premium.



The ShoreGear-50 supports up to 50 IP phones and up to a maximum of 6 analog ports - 4 loop start trunk and 2 analog extension ports. The ShoreGear-50 communicates with IP phones, soft phones and other IP endpoints using the Media Gateway Control Protocol (MGCP). The ShoreGear-50 interfaces to standard analog trunks using loop start or wink start signaling as well as to standard analog telephones including CLASS feature phones with Caller ID Name and Number and Message Waiting.

ShoreGear-30

The ShoreGear-30 supports up to 30 IP phones and up to a maximum of 4 analog ports - 2 loop start trunk and 2 analog extension ports. The ShoreGear-30 communicates with IP phones, soft phones and other IP endpoints using the Media Gateway Control Protocol (MGCP). The ShoreGear-30 interfaces to standard analog trunks using loop start or wink start signaling as well as to standard analog telephones including CLASS feature phones with Caller ID Name and Number and Message Waiting.



Features

- 2 RJ-45 local area network (LAN) connectors
- 1 RJ-21X port for punchdown block, patch panel, or 12-port harmonica connector
 - 2 loop start trunk ports (FXO)
 - 2 analog extension ports (FXS)
- 1 DB-9, RS-232C maintenance port for serial communications
- 1 3.5 mm stereo input for connecting a music-on-hold source
- 1 3.5 mm stereo output for connecting to an overhead paging system or night bell

ShoreGear-90

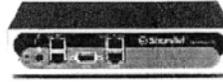
The ShoreGear-90 is designed for mid-sized offices supporting both IP and analog telephones with analog trunking (i.e. 30 IP users, 4 analog extensions and 8 analog trunks at the same time). In configurations with a requirement for high IP user density with analog trunking, two ShoreGear-90 voice switches are a powerful combination (i.e. 2 voice switches providing 100 users, 16 analog trunks). It uses a small 1U half width chassis and so is ideal for sites where rack space is valued at a premium.



The ShoreGear-90 supports up to 90 IP phones and up to a maximum of 12 analog ports - 8 loop start trunk and 4 analog extension ports. The ShoreGear-90 communicates with IP phones, soft phones and other IP endpoints using the Media Gateway Control Protocol (MGCP). The ShoreGear-90 interfaces to standard analog trunks using loop start or wink start signaling as well as to standard analog telephones including CLASS feature phones with Caller ID Name and Number and Message Waiting.

ShoreGear-T1k

The ShoreGear-T1k provides higher density trunking to the central office using T1 or PRI signaling. The ShoreGear-T1k can also be used as a gateway to legacy PBX systems.



ShoreGear 24A

The ShoreGear-24A supports up to 24 analog extension ports. The ShoreGear-24A interfaces to standard analog telephones (FXS) including CLASS feature phones with Caller ID Name and Number and Message Waiting.



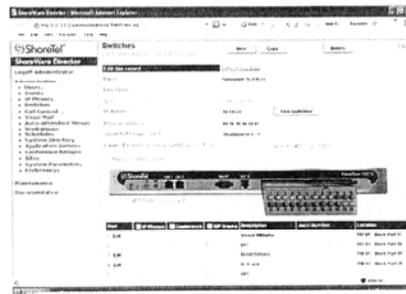
Features

- 2 RJ-45 local area network (LAN) connectors
- 1 RJ-21X port for punchdown block, patch panel, or 12-port harmonica connector
 - 24 extension ports (FXS)
- 1 RJ-11 port for connection to the extension side of the Power Fail Transfer Unit (Extension 9)
- 1 DB-9, RS-232C maintenance port for serial communications
- 1 3.5 mm stereo input for connecting a music-on-hold source
- 1 3.5 mm stereo output for connecting to a overhead paging system or night bell

System Management with ShoreWare Director

ShoreWare Director is a browsed-based network management tool that provides a single management interface for all voice applications across all locations. When you add a new user on the ShoreTel system, the user gets an extension, a mailbox, an auto-attendant profile, can be added to an ACD group, and even gets an email to download their desktop software - all from a single management screen.

This eliminates the confusion caused by multiple PBXs, multiple voice mail systems, multiple automated attendants, and multiple ACD systems - all with their multiple management interfaces. In addition, Shoreware Director has a built-in import utility that allows a system administrator to make off-line changes across all users with a single action. This feature makes it simple to modify information for large groups of users.



ShoreWare Director is powerful and easy to use-- administrators can learn it in just hours. Enterprises save on training costs and end reliance on third parties for basic configuration changes. Hidden productivity drains are eliminated, allowing staff to spend time on other IT projects.

ShoreTel IP Phone 655

The IP 655 is ShoreTel's newest desktop telephone with advanced functionality suitable for executives, administrative assistants and for use as a conference phone in small to midsize conference rooms.



The IP 655 features a large color display which lets users interact with the phone using its touch-screen capability and haptic (vibrational) feedback. Up to 12 lines can be configured on the set and users can personalize their phone by selecting from a list of wallpaper images.

Integrated into the sleek design is an advanced microphone array that delivers exceptional speakerphone capability for offices and small and midsize conference rooms when used with the optional extension microphone accessories. A VPN client and a gigabit Ethernet network interface are standard.

The IP 655 delivers an application platform with rich functionality including visual voicemail as well as an enhanced directory capability with telephony presence.

Highlights

- 12 lines
- Large color touch screen
- Advanced microphone array technology
- Integrated VPN Client
- Gigabit Ethernet
- Visual voicemail
- Directory with presence indication

ShorePhone BB 24

The ShorePhone BB 24 programmable button box provides operators and assistants with at-a-glance presence information and fast, one-button feature access. The 24 buttons can be customized to suit the needs of different users, and self-labeling keys eliminate paper labels - saving time as well as ensuring accuracy of configuration. The only IP-based device on the market, the BB 24 includes an Ethernet switch and provides PoE power forwarding for one downstream device. Up to four devices can be associated with an IP 560/230/212k - this is double most competitors.

Features

- 24 lines / buttons (LED)
- 12 character x 14 line display (80 x 168 pixels, backlit, grayscale)
- Built-in 10/100 ethernet switch



ShorePhone IP 230g

The IP 230g offers all the features of the IP 230—four soft keys, full-duplex speakerphone and integrated headset jack—as well as a 10/100/1000 Ethernet switch. It is ideal for users with gigabit speed requirements to the desktop, including design professionals and media creators.

IP 230g Highlights

- 3 lines
- Integrated VPN Client
- Gigabit Ethernet
- Full duplex speakerphone

Features

- Feature keys
 - Transfer
 - Conference
 - Hold
 - Intercom
 - Redial (History)
 - Voicemail
 - Options
 - Directory
- Display
 - 24 character x 5 line display
 - 120 x 35 pixels



- Speakerphone
 - Full duplex
- Audio Controls
 - Volume (independent control)
 - Mute (LED)
 - Speakerphone (LED)
 - Headset (LED)
- Standards
 - MGCP protocol
 - VLAN, DiffServ/ToS, 5004/udp QoS
 - Wideband, G.711u/a, G.729a codecs
 - Built-in 10/100/1000 ethernet switch
 - 802.3af PoE (standard), or local power (optional)
 - Class 2 PoE (4.0 W idle / 5.9 W max)

ShorePhone IP 212k

The IP 212k is ideal for branch offices and small businesses that expect "key system" behavior from their phone system. The phone has two soft keys and twelve self-labeling programmable buttons that can be configured to meet the needs of the organization and its users. The phone has eight hard keys (transfer, conference, intercom, hold, voice mail, options, directory and redial) and complete audio controls for the handset, speakerphone and headset. The IP 212k features a high-contrast display which is oriented vertically to mimic the look and feel of a key system telephone.

Features:

- 12 lines
- 8 feature keys
 - Transfer
 - Conference
 - Hold
 - Intercom
 - Redial (History)
 - Voicemail
 - Options
 - Directory
- 2 soft keys
- 13 character x 8 line display (56 x 56 pixels)
- Full duplex speakerphone
- Audio Controls: Volume (independent control), Speakerphone (LED), Mute (LED), Headset (LED)
- Message waiting LED
- Built-in 10/100 ethernet switch
- 802.3af PoE (standard), or local power (optional)



ShorePhone IP 115

The single line IP 115 is a cost-effective telephone ideal for open areas including lobbies, classrooms and dorm rooms. The IP 115 has six feature keys for common operations, a one-line display for caller ID, date and time, and a speakerphone for two-way hands-free communication. Like all ShorePhone telephones, the IP 115 features an integrated Ethernet switch allowing a network drop to be shared with a desktop PC.



Features

- 1 line
- 6 feature keys- Transfer, Conference; Hold; Intercom; Redial (History); Voicemail
- 16 character x 1 line display- 80 x 8 pixels; Grayscale
- Two-way Speakerphone
- Audio Controls- Volume (independent control); Mute (LED); Speakerphone (LED)
- Message waiting LED
- IP Telephony- MGCP protocol; VLAN, DiffServ/ToS, 5004/udp QoS; Wideband, G.711u/a, G.729a codecs; Built-in 10/100 ethernet switch (Implemented in software); 802.3af PoE (standard), or local power (optional)
- Physical- 5.9 x 6.8 x 5.2 in / 15.0 x 17.3 x 13.0 cm; 1.6 lbs / 0.7 kg; Class 2 PoE (3.0 W idle / 3.9 W max); RJ45 uplink (to switch); RJ45 downlink (to computer); RJ22 handset port

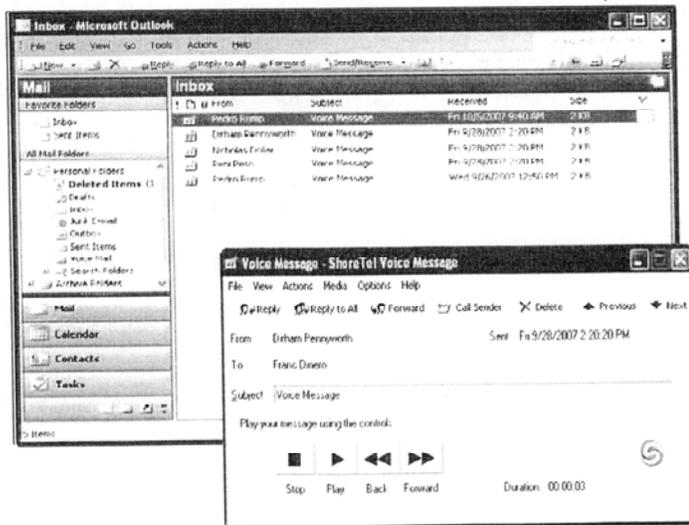
Unified Messaging

ShoreTel's Unified Messaging is a comprehensive, simple, and robust solution that satisfies a full range of customer messaging needs, including access to voicemail, fax, and e-mail by a choice of popular methods. It can scale from ten to thousands of mailboxes quickly and easily when needed, without port and disk limitations. And because the system is easy to install and administer in a dynamic workforce environment, organizations can quickly achieve a low TCO. Although ShoreTel's Unified Messaging is a native, fully integrated component of the ShoreTel UC system, it can also be seamlessly integrated with other PBXs and voicemail systems.

Shoretel's Unified Messaging allows you to communicate quickly and easily, with anyone through:

Voicemail

ShoreWare® voicemail service requires no additional hardware, consumes no ports, and storage is limited only by the size of the server hard disk. At enterprise locations, voicemail servers can be distributed to provide survivable voicemail and save WAN bandwidth.



Unified Messaging

The ShoreTel UC system provides integrated messaging from any of the following popular interfaces:

- **"Any-Telephone"**
"Any-Telephone" access is available with ShoreTel's embedded telephone user interface (TUI), which can be used to access voice messages stored on ShoreTel's application server and to interface with ShoreTel's embedded auto-attendant.
- **"Visual"**
"Visual" access is available through either ShoreTel's ShoreWare Call Manager for the PC or ShoreWare Mobile Call Manager for mobile devices. Both provide a simple visual display, access to voicemails stored on ShoreTel's application server, and access to the corporate and Outlook personal directories.
- **Find Me**
The Find Me capability helps callers connect with users even when they are not at their regular extension. Users can easily direct calls to ring first at their extension, then at any two other phones they assign.
- **Call Handling Modes**
With a simple click, users can manage incoming calls when they are in a meeting, working from home or out of town. Users can also customize greetings, forward calls, specify voicemail pick up, and receive message alerts.
- **Automated Attendant**
Auto-Attendant service provides 24-hour automated call answering and routing. Outgoing prompts can be easily customized and linked to the day or time of day. Individual departments can use their own unique greetings and options. The Auto-Attendant service requires no physical ports and can be distributed at enterprise locations to save valuable WAN bandwidth.

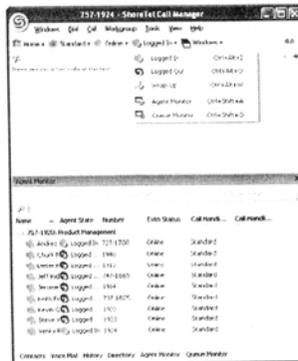
ShoreTel Workgroups

The ShoreTel Workgroups application runs on the ShoreTel UC system. Supervisors and agents are connected to the server via intuitive user interfaces that provide the tools they need to deliver superior customer service.

Workgroups delivers a practical solution for small, informal Automatic Call Distributor (ACD) groups that experience less predictable voice traffic, provide uniform services and require informal call management. Workgroups provides easy-to-use desktop tools, including queue and agent monitoring, and basic reporting. A full suite of enhanced reporting options, including real-time monitoring, are available as well.

Key Features

- Managed via ShoreWare Director
- Longest wait routing
- Records up to 5 announcements
- Scheduled call routing
- Integrated reports
- Desktop queue monitor
- Basic Overflow and Interflow
- 128 bit media encryption (agent-customer)



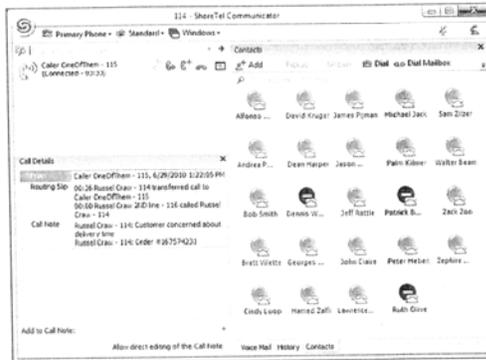
ShoreTel Communicator

ShoreTel Communicator is a powerful unified communications (UC) application for users across an organization, whether an operator, a contact center agent, a knowledge worker or a road warrior. Available on multiple operating systems, ShoreTel Communicator makes it easy for people to communicate however they choose: by video, voice (wired or wireless), instant messaging (IM), and more.

Communicator delivers unified communications (UC) in an intuitive interface and is available in diverse environments such as Web browsers, Windows, iPhone, BlackBerry, and Nokia mobile phones. With minimal training, users across job roles can master a full suite of versatile tools for managing real-time communications on their computer or mobile phone, moving seamlessly between voice, video, or IM as needed.

Communicator also provides integrated advanced call management and quality desktop video in a highly customizable interface that is easy to set up. Instant messaging (IM) functionality gives users the power to contact people in remote locations, have sidebar conversations during calls, or to bring several conversations into a chat session. Tight integration with Microsoft Outlook enables access to directories and personal contacts for quick-dialing options that speed communication.

Pre-built integration of enterprise and CRM applications, including Salesforce, IBM Lotus SameTime, calendaring, and workflow, raises the bar on customer interaction by putting data where it's most needed. Communicator can also integrate with third-party information and applications via a rich set of application programming interfaces (APIs).



Features and Benefits

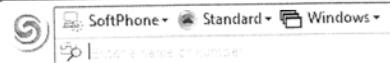
- Fully integrated application designed to meet the needs of all users
- Flexible and effective controls with a single interface designed to help streamline communications
- Tight integration with business processes
- Flexible deployment options including Web based and mobile devices
- One single interface makes training simple and reduces the IT workload

Access Levels

Personal Access comes as standard with the ShoreTel UC system and offers a rich set of features designed for ease of use at the desktop.

Communicator also has 5 optional access levels to enhance the standard personal access feature set: Professional, Workgroup Agent, Workgroup Supervisor, Operator, and Mobile access – each designed to meet the advanced communications needs of specific business and contact center users.

Professional Access offers advanced features such as instant messaging, softphone, personalized call handling and high quality video.



Workgroup Agent Access enables call center agents to perform automatic call distribution (ACD) functions such as viewing calls in queue, log into queue and accessing team mailboxes.

Workgroup Supervisor Access helps call center supervisors monitor all their agent and queue activity. Supervisors can also monitor, coach, and barge into call center sessions.

Operator Access helps provide callers with a high level of personalized service with features such as busy call appearance and call pick up for operators, executive administrators and receptionists.

Mobile Access offers mobile users access to familiar functions such as ShoreTel QuickDialer, access to corporate and address book contacts, and visual voicemail. Users can make their mobile phone the enterprise extension on the fly and easily change their presence.

ShoreCare® Partner Support

Partner Support provides fundamental service components to channel partners that prefer to provide their own branded services and to support their customers directly.

Partner Support provides ShoreTel Partners with backup services in three critical areas: telephone technical support, hardware replacement, and software upgrades. Partners purchase a separate Partner Support Agreement for each customer that is covered. Partners that choose Partner Support typically add additional services, like training, to create a post-implementation package that they brand, market and sell to their customers.

Partner Support versus the Enterprise Service Program

ShoreTel strongly recommends that a post-implementation service agreement be part of the complete solution that is offered to customers and is discussed early in the sales process. Based on the partner's business model they can either purchase Partner Support and be responsible for service delivery to the customer, or they can resell ShoreTel's Enterprise Service Program to the customer in which case the customer calls ShoreTel when they need assistance and ShoreTel delivers the service. In either case the partner purchases an annual contract that is tied to a named account. Both Partner Support and the Enterprise Service Program include telephone technical support, advanced hardware replacement and software upgrades. In addition to these services the Enterprise Service Program also includes access to the ShoreCare web portal as well as web-based instructor-led administrator and end user training.

Telephone Technical Support

Partners that purchase partner Support own the customer relationship. The partner takes the customer calls and troubleshoots the problem. If the partner needs to escalate, ShoreTel technical support engineers are ready to answer questions 24 hours a day, seven days a week via a toll-free phone number so that the partner can quickly respond to the customer. Non-urgent questions can be submitted on-line and are responded to within 24 hours.

Hardware Replacement

Advanced hardware replacement is vital to minimizing the customer's business-crippling downtime. In the unlikely event the partner's customer experiences a hardware failure, the partner's on-line request for a ShoreGear switch is immediately logged and shipped for next-business-day delivery to the address the partner designates. ShorePhone telephone replacements that are covered under contract receive the same advanced shipment attention but are sent via ground delivery.

Software Upgrades

Software updates and upgrades keep customers on the leading edge of technology. When new software is released, the detailed notes explaining the new features help the partner decide the best time to upgrade the customer. Software files and documentation can be downloaded, at the partner's convenience, from the ShoreTel web site and distributed to customers under the terms of the current Partner Support Agreement. ShoreTel's technical support team is available to answer any partner questions that may arise regarding upgrades.

Benefits include:

- Telephone technical assistance 7 x 24 for the partner to ask questions regarding customer situations that the partner is troubleshooting
- Advanced exchange, next-business-day delivery for ShoreGear® switches
- Advanced exchange, ground delivery for covered ShorePhone™ IP telephones
- Software documentation, patches, updates and upgrades

Partner Support Requirements

Partner Support requires the partner to be the face to the customer, accepting full responsibility for the support relationship. Partners that purchase Partner Support must be able to take the first call for technical assistance, manage the troubleshooting and respond to all requests for hardware replacement and software updates.

Service Programs Comparison Chart

ShoreCare Service Feature	Enterprise Service Program	Partner Support	Product Warranty
	All services are delivered to the customer by ShoreTel	All services are delivered to the customer by the partner. A Partner Support contract must be purchased for each customer that is supported by the partner	Services covered under warranty are delivered to the customer by ShoreTel
Telephone Technical Support	Customer access to ShoreTel's Technical Assistance Center 7 x 24 via a toll-free phone number. Calls are handled live from ShoreTel's Technical Assistance Center in California from 11 PM Sunday Pacific Time until 11 PM Friday, Pacific Time. Calls placed between 11 PM Pacific on Fridays and 11 PM Pacific on Sundays are returned within one hour.	Technical support access is exclusively for the partner. Response times are the same as the Enterprise Service Program.	Warranty does not include telephone technical support.
Hardware Replacement	Hardware replacements are shipped upon request for next-business-day delivery. Telephones that are covered under contract are shipped upon request via ground delivery.	Hardware replacement time frames are the same as the Enterprise Service Program. The Partner designates the destination (partner or end user) on a case-by-case basis.	Product must be returned to factory for repair/replacement with reasonable efforts return delivery.
Software	Published patches, fixes, updates, upgrades and documentation are available for download from the ShoreTel web site.	The Partner has access to published software and documentation that is then provided to the customer based on the terms of the current Partner Support Agreement.	Software is warranted to perform as sold. ShoreTel will provide a patch in the event a bug is discovered in the version purchased.
Training	Eight seats in ShoreTel's web-based, instructor-led the System Administrator course. Sixteen seats in ShoreTel's web-based, instructor-led the end user training course.	Partner training is covered in the ShoreTel Reseller Agreement. No additional training for the partner or end user is included as part of Partner Support.	No training is included in the product warranty.
Web Services	Customers are provided password access to the ShoreCare Web portal and	The partner is provided access to the ShoreCare Web portal and locked	Only the public areas of the ShoreTel web site can be accessed.

ShoreCare Service Feature	Enterprise Service Program	Partner Support	Product Warranty
	locked documents. Customers can submit and manage hardware replacement and technical support cases on-line.	documents. Partners can submit and manage hardware replacement and technical support cases on-line.	

Scope of Work

Project Scope

The following describes the services and/or equipment Black Box Network Services will provide pursuant to this Scope of Work ("SOW"). Only the services and equipment described will be provided for the contracted price.

Proposal price is subject to change when finalized project documentation has been provided.

Black Box Deliverables

All equipment and services as detailed in the System Solution Agreement and Detailed Equipment listing.

Black Box Network Services will implement a ShoreTel communications solution. Black Box Network Services will perform system assembly, configuration, installation, testing, troubleshooting and any training specified in this SOW, as well as the following activities:

- Management of the implementation activities by a Project Leader.
- Assist with Carrier (Telephone Company) related discussions and ordering database collection by a System Design Specialist (SDS).
- Physical assembly, loading of software and any necessary patching updates
- Installation of all equipment at site.
- Programming of the equipment according to database.
- Physical connection and testing of equipment to carrier (Telephone Company) services.
- Final Testing per established Black Box testing procedures.
- Backup of the completed System configuration.
- Training of administrators and end-users according to the terms specified in this SOW.

Customer Responsibilities

- Designate a Site Contact to coordinate with Black Box Network Services on all project activities.
- Provide a marked floor plan that designates the location of the system common equipment and all telephones.
- Provide detailed information on all existing and required carrier circuits.
- Provide all telecommunication circuits related to the design, including carrier services/configurations (access, transport, and switching services – including voice and data) at the location of the main system common equipment.
- Provide industry compliant facility wiring that is clearly marked and identified on both ends.
- Coordinate all activities between Black Box Network Services and third party vendors.
- Participate in timely project reviews, meetings, and other related activities.
- Ensure access to internal resources and information as needed.
- Provide high speed remote access to the system at all times.

Project Leadership

Black Box Network Services Resources

Project Leader - Black Box Network Services has designated a Project Leader to be BBNS primary representative regarding the management of the project. The Project Leader has been actively involved with the project since the beginning of the sales process, has coordinated or provided engineering assistance and has prepared the proposed pricing based on intimate knowledge of your requirements and facility.

The Project Leader is responsible for creating and maintaining the project schedule, pulling all necessary municipal permits, defining and scheduling the proper resources to complete the project, keeping you informed of project status, ensuring the performance of the system as designed and developing a detailed post-cutover transition plan. The Project Leader provides a point of contact for all questions, and will monitor project progress. From a Black Box perspective, only the Project Leader shall have the authority to execute any change orders or make any changes to this Scope of Work ("SOW").

System Design Specialist – The Black Box System Design Specialist will work with your Site Contact and other members of your organization to custom design the system program to fulfill your unique requirements. The System Design Specialist will also coordinate and/or perform end user and administrator training.

Resources

Site Contact – A successful project necessitates that you designate a Site Contact to be your primary representative during the course of this project. Your Site Contact is responsible for coordinating all project activities with the Black Box Network Services. Project activities include, but are not limited to, ordering any changes in carrier services, attending all necessary meetings, approving the project schedule, coordinating the timely availability of all company resources and approving the final system design. Your Site Contact will be the only representative recognized by Black Box that can approve any changes to this SOW and execute any project change orders. It is also expected that the Site Contact will ensure the timely payment of all Black Box invoices.

Project Plan

After the SOW is completed, Black Box Network Services's and your Project Leader will jointly determine the specific requirements for the project described in this SOW (the "Project Plan"). The Project Plan will include information such as delivery schedules, site availability requirements, equipment lead times, key project personnel availability, and any other matters that may impact Black Box Network Services's ability to meet schedule obligations.

The Project Plan will also include a detailed description of the functional requirements that will govern the ultimate design and functionality of the system. Mutual agreement on the Project Plan, including the functional requirements, is required before Black Box Network Services can begin any work on the project.

Both the Black Box Network Services and City of Wyoming Project Leaders are responsible for successful management of the project in accordance with the Project Plan. City of Wyoming may incur additional charges for any changes to the Project Plan.

Scope Change Management

Black Box Network Services has established a formal process to control changes in order to identify any deviation from the SOW as defined in this document. The purpose of this procedure is to analyze the impact of the change requests on the project specifications, the work schedule, and the project cost. Black Box Network Services's Project Leader will discuss with Site Contact the implications of any proposed change. Any changes implemented will be based on a mutual understanding of the time and cost impact of the changes.

After agreeing on the changes, the Project Leader and Site Contact will execute an Equipment Purchase Change Order before the change takes effect. The Black Box Network Services Project Leader and Site Contact will then jointly prioritize the approved change request, schedule the changes, and assign it to the project teams for implementation.

Proposal assumes site survey will be provided by customer. All paging, night bell, overhead ringer, and any other component currently connected to existing phone system that will need to be converted to new ShoreTel system information will be provided prior to phone system deployment commencement. Any non-disclosed components encountered while on-site will result in additional funding to connect to ShoreTel System.

Project Meetings

The following meetings will be held for this project:

- Event:** Internal Turnover Meeting
- Details:** Initial internal meeting, held to transition the project from Sales to Project Leadership. The meeting will include Black Box Technical Services Manager (who supervises all members of the project team), the salesperson, Project Leader and System Design Specialist. A project overview, which includes a review of the system configuration, required features, unique requirements, etc. is provided by the salesperson and Project Leader. An opportunity is also provided for all team members to ask questions. Finally, a tentative project schedule is developed.

- Event:** Project Kickoff Meeting
- Details:** First meeting or conference call held with City of Wyoming to introduce the Black Box team, discuss the tentative project schedule and schedule initial activities.

- Event:** Project Meetings
- Details:** Internal Meetings held on a weekly basis to review every current project and its status. Attendees include the General Manager, Technical Services Manager, All Project Leaders, and Engineers.

- Event:** Customer Update Meetings
- Details:** Ongoing update meetings held between the Site Contact and Black Box Project Leader. These meetings are typically a combination of conference calls and site visits, held at pre-determined intervals at the Site Contact's choosing.

- Event:** Database Collection Meetings
- Details:** Meetings held between the Black Box Network Services System Design Specialist, the Site Contact and other customer team members as designated by the Site Contact. These working sessions are utilized to custom design the system program user by user and department by department.

Training

As a part of its standard project implementation, Black Box Network Services conducts complete, customized end user training at your business premises during regular business hours. Requests for training during non-business hours or requests for additional classes may result in additional charges.

Training will be provided in a provided conference room equipped with an overhead projector. Classes also include a custom user guide that focuses on the specific features outlined as being critical for your organization. Up to five (5) one-hour classes will be scheduled per day, with a typical class not exceeding fifteen (15) users. Class times will vary based on content and subject matter as described below.

Facilities

Adherence to the project schedule will necessitate that Black Box be provided unfettered access to your facility for the duration of this project, including access to any location where equipment will be installed as well as carrier and network connections.

Black Box Network Services will provide with manufacturer's physical, electrical, and/or environmental specifications for the hardware proposed in this SOW. System cutover on the date and time agreed upon is predicated on meeting these specifications per the project schedule.

Testing & Acceptance

When Black Box Network Services completes installation and the system is cutover, it will begin system testing using formalized, published testing procedures. Testing encompasses carrier, feature and application verification and culminates with the Lead Technician and Project Leader initialing their confirmation that it was successfully completed.

The Black Box Project Leader and Site Contact will walk the facility and test the system based on mutually agreed upon critical features and functions. This testing will be done in addition to Black Box's standard testing procedures, which the Site Contact is also encouraged to observe.

Upon completion of testing, the Site Contact confirm acceptance of the project via a Certificate of Delivery and Acceptance, acknowledging Black Box Network Services' delivery of goods and services in accordance with the terms of this SOW.

Post-Cutover Support

Post –cutover support will include parts or parts and labor as indicated on the Agreement associated with this SOW. In either case, Black Box will provide complimentary remote programming and problem resolution.

In response to customer reports of a major system failure, Black Box will immediately access the system remotely and attempt to resolve the failure.

In cases where a major failure cannot be remotely resolved, on-site technical support will be provided not more than three (3) hours from receipt of the initial call from City of Wyoming. On-site support for minor system failures that cannot be resolve remotely is typically provided within one (1) business day. All onsite support will be billable on a Time and Material basis.

CUSTOMER RESPONSIBILITIES
SHORETEL SYSTEM IMPLEMENTATIONS

Customer is responsible for coordinating the ordering, expediting and delivery of telco services from a local service provider. Costs associated with extending the local telephone company Network Point of Presence (NETPOP) from the minimum point of entry to the location of the ShoreTel telco interface modules will be billed on a Time and Material basis. Lost time due to carrier related failures to deliver service as agreed will be billed on a Time and Material basis.

This quotation does not include hardware, software, programming or testing associated with AT&T's E911 Locator Service.

Costs associated with obtaining all governmental mandated permits will be billed as an extra to the Project.

The electrical equipment contained in this proposal must be connected to a dedicated 15 AMP, 110 Volt A.C. circuit with an isolated third wire ground. No other devices should be connected to this dedicated outlet.

Connection of the system to a Black Box approved Uninterrupted Power Supply (UPS) is required for the implementation of this system. Except where indicated, costs associated with providing a UPS have not been included in the proposed system price.

Although powering IP telephones from a Power over Ethernet (PoE) switch is recommended, telephones can also be powered locally via a power adaptor. Except where indicated, costs associated with providing PoE switches and/or local power adaptors have not been included in the proposed system price.

For VoIP implementations, customer's network needs to meet ShoreTel's and Black Box's specifications and be properly configured, including Quality of Service (QoS), to support Voice over IP. Time spent verifying or modifying the network will be billable on a Time and Material basis.

Multi-site system configurations will require a network VoIP assessment. Although Black Box can provide this service, costs associated with providing this assessment have not been included in the proposed system price.

This quotation assumes that the customer will provide all required servers per manufacturer specifications. At its sole discretion, Black Box may require shipment of these servers to their offices before installation for configuration, loading of software, programming and testing.

This quotation assumes that the customer will provide one (1) static IP address per server and one (1) static IP address per ShoreTel switch.

Peripheral devices, such as Paging, Music on Hold, Door Phones, and other external devices will be connected by moving the existing connection from the old CPE to the ShoreTel system. If additional hardware, labor, or troubleshooting are required, this will be handled on a T&M basis unless otherwise specified in this proposal.

This quotation assumes that the customer will provide a pre-configured DHCP server to assign IP addresses to the telephones. The server must be capable of adding scope options such as FTP and SNTP. The ShoreTel system server cannot be configured as the DHCP server. Black Box provided configuration assistance on the DHCP server will be performed on a Time and Material basis.

This quotation does not include assignment of static IP addresses by Black Box in network configurations lacking a DHCP server. Work associated with assigning static IP addresses to individual telephones will be performed on a Time and Materials basis.

This quotation assumes that the customer will supply Personal Computers (PC's) that meet ShoreTel's and Black Box Telecommunications' requirements for all PC based applications. Time spent troubleshooting PC related problems will be billable on a Time and Material basis.

This quotation assumes that implementation of Personal Call Manager PC based applications including, but not limited to, Unified Messaging, PC Console and Computer Telephony Integration (CTI) will be performed by customer personnel. Black Box will provide training and installation assistance for two (2) PC's. If desired, Black Box can provide additional installation assistance on a Time and Material basis.

This quotation assumes that the customer will perform all recording of automated attendant greetings and call center related recorded announcements. Black Box will provide training on the necessary procedures for making these recordings.

This quotation assumes that installation and cutover will occur in a single phase per facility. Requests for multiple project phases will result in additional billing.

This quotation does not include disposal of the existing telephone system hardware that is being replaced by the ShoreTel solution.

This quotation is based on the availability of high speed remote access to the system at all times.

Schedule of Equipment and Services

Pricing excludes taxes. Pricing valid for 60 days from the date of this quote (6/5/2012).

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>	<u>Unit Sell</u>	<u>Ext Sell</u>
ShoreTel				
3	10322	ShoreGear T1k	\$2,254.62	\$6,763.86
1	10259	ShoreGear 50	\$1,286.97	\$1,286.97
6	10260	ShoreGear 90	\$1,932.07	\$11,592.42
3	10320	ShoreGear 30	\$1,028.93	\$3,086.79
1	10321	ShoreGear 24A	\$1,932.07	\$1,932.07
8	10223	Kit, rack mounting tray, for ShoreGear Switch	\$61.28	\$490.24
79	10217	ShorePhone IP115 - Black	\$102.57	\$8,103.03
0	10175	ShorePhone BB24 - Black	\$192.88	\$0.00
7	10198	ShorePhone IP212k - Black	\$192.88	\$1,350.16
227	10268	ShorePhone IP230g - Black	\$212.24	\$48,178.48
10	10368	ShoreTel IP Phone 655	\$448.34	\$4,483.40
10	10272	Kit, ShorePhone UK Power Adapter for Ethernet Speed of 10/100/1000 (min 10)	\$26.45	\$264.50
5	40006	ShoreWare Operator Communicator	\$383.83	\$1,919.15
11	30052	ShoreWare Professional Communicator	\$51.61	\$567.71
5	40008	ShoreWare Supervisor Communicator	\$383.83	\$1,919.15
21	40007	ShoreWare Agent Communicator	\$190.30	\$3,996.30
330	40005	ShoreWare Personal Communicator	\$0.00	\$0.00
345	30035	Extension & Mailbox License	\$129.02	\$44,511.90
3	30053	SIP Device License	\$19.35	\$58.05
6	30044	Additional Site License	\$319.32	\$1,915.92
1	29138	ShoreTel 12.2 Software (General Release)	\$0.00	\$0.00
5		230g Wall Mount Bracket		
37		115 Wall Mount Bracket		
Miscellaneous				
1	FF430	MultiTech Fax Server 4 Port/Line V34 F In/Out	\$2,079.27	\$2,079.27
2	2200-37026-001	SpectraLink 8440 Handset Bundle, Black. Includes 1x SpectraLink 8440, Black (2200-37150-001), 1x standard battery (1520-37214-001), and 1x USB charger (2200-37275-001).	\$459.48	\$918.96
1	18024	ShoreTel Call Recorder - Base package (5 simultaneous sessions) - Automated recording of external calls. Features rich, flexible recording profiles & web-based player for accessing recordings.	\$3610.35	\$3610.35
1	18025	ShoreTel Call Recorder - Add-on (5 simultaneous sessions). Combine with Base Package incrementally for increased concurrent call recording capacity.	\$144.41	\$144.41

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>	<u>Unit Sell</u>	<u>Ext Sell</u>
		Services		
	94151	Partner Support (5 Year, No Phones)	\$33,511.20	\$33,511.20
	Labor-Total	Installation, Design, and Training	\$27,300.43	\$27,300.43
		Phone/voicemail set training for 300 users 30 classes, 1 hr/class, max 10 attendees/class		
		Personal call manager training for 376 users 38 classes, 1 hr/class, max 10 attendees/class		
		Shipping		
		System admin training 1 class, 4 hr/class, max 3 attendees/class		
		Discounts		
1		System Discount	-\$8,675.40	-\$8,675.40
		TOTAL PRICE (not including taxes)		\$201,309.32

PROPOSAL ACCEPTANCE

Acceptance

City of Wyoming ShoreTel

Bid #: B60594R2

- Base Bid - \$201,309.32

The specifications, conditions and price are hereby accepted as described in this proposal. Please check to indicate which Bids accepted.

Acceptance by:

Name:

Curtis Holt

Please print or type name

C. Holt

Signature

Accepted this 25 day of Sept., 2012

Accept this proposal by signing above and faxing to:

Black Box Network Services
Michigan Operations
Adam Lynch
Phone: 616.588.3399
Fax: 616.475.0538
Email: Adam.Lynch@BlackBox.com

APPROVED AS TO FORM:

Jack Lynch



BLACK BOX[®]

NETWORK SERVICES

1287 Rankin Rd. Troy, MI 48083
 Phone: (248) 743.1320 Fax: (248) 743.1336

PROPOSAL SUBMITTED TO City of Wyoming		PHONE 616.530.7317	BID NUMBER B60680R
STREET 1155 28th St SW		JOB NAME City of Wyoming Cable Install	
CITY, STATE AND ZIP CODE Wyoming, MI 49509		JOB LOCATION Wyoming, MI	
CONTACT Brian Strazisar	E-MAIL strazisarb@wyomingmi.gov	PREPARED BY Adam Lynch	PHONE 616.588.3399

SCOPE OF WORK

Black Box Network Services will provide materials and labor resources to install the following:

Station Cabling

- (15) Single Cat6 Plenum Locations
 - (3) City Hall
 - (3) Court House
 - (3) Fire Stations
 - (6) Public Works
- (1) Dual Cat6 Plenum Locations
 - Fire Station

BBNS will install, terminate, and test each location with Category 6 plenum-rated cables originating from telecommunications room as specified by customer. All data cabling will be terminated on existing patch panels in existing racks. At user end, cable will terminate with RJ-45 jack insert. BBNS will label each cable at both ends, on the surface mount box, and on the patch panel.

Black Box will utilize existing supports, sleeves, and pathways and will establish subsidiary pathways with 2" bridle ring style supports every 4' – 6'.

Re-Term and Test

- Re-terminate and test (10) cables at City Hall for current renovations
- Test (1) Single cable at Public Works – Heavy Garage

Proposal assumes all cable has been labeled and installed to industry standards. Price to repair, replace, or troubleshoot cable that does not pass certification standards not included in proposal.

TR Build and Pathways

- (1) 24 Port Patch Panel – Snap-In Jack Inserts
- (30) 2" J-hook Supports

Total - \$6,810.67

PD

BBNS will extend (24) Category 5e plenum-rated phone cables from existing voice blocks to existing patch panel within the telecommunications room. At voice block existing cable will be removed from voice block and re-terminated with mod clip. New cable will be terminated with RJ-45 jack inserts on both ends.

Total - \$1,689.17

Proposal assumes all cable has been labeled and installed to industry standards. Price to repair, replace, or troubleshoot cable that does not pass certification standards not included in proposal.

TERMS OF AGREEMENT:

- All work to be performed during regular daytime hours, Monday – Thursday, except holidays recognized by Black Box. Overtime and Premium time is excluded.
- All industry standards will be applied during installation.
- Cross connects and cabling patching will be provided by others.
- Proposal assumes all exiting sleeves, supports, conduits, chases, cores, and pathways will be utilized. Subsidiary supports will be installed where needed.
- Proposal does not include lift rental pricing.
- Pricing based on all work being complete.
- Proposal assumes all cable will be installed prior to new phone system installation. Any cable that can be complete prior to cutover will be complete. Existing phone cables being replaced will be installed and staged prior to cut-over. Cable will be complete on the day of the cut.
- Any alteration or deviation from the above description/scope of work involving extra costs will be executed only upon written authorization.
- Any information contained in or disclosed by this document is considered Confidential and Proprietary by Black Box Network Services. By accepting this document, the recipient agrees that the document and information contained herein will be held in trust and confidence and will not be used, reproduced in whole or in part, nor its contents revealed to others except to meet the purpose for which it was delivered. It is understood that no right is conveyed to distribute, reproduce or have reproduced any portion of this document or item herein disclosed without the expressed written permission of Black Box Network Services

APPROVED AS TO FORM:

Jack Shurt

Total cost for above mentioned scope of work \$8,499.84

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the not to exceed sum of:

Eight Thousand Four Hundred Ninety Nine Dollars and Eighty Four Cents----- Date 9/23/2012

Payment to be made as follows:

Net30, no additional requirements.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Adam Lynch
Signature _____

Note: This proposal may be
Withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature *COADA*

Date of Acceptance: 9-25-12

Signature _____



BLACK BOX[®]

NETWORK SERVICES

1287 Rankin Rd. Troy, MI 48083
 Phone: (248) 743.1320 Fax: (248) 743.1336

PROPOSAL SUBMITTED TO City of Wyoming		PHONE 616.530.7317	BID NUMBER B60681R
STREET 1155 28th St SW		JOB NAME City of Wyoming SM Fiber	
CITY, STATE AND ZIP CODE Wyoming, MI 49509		JOB LOCATION Wyoming, MI	
CONTACT Brian Strazisar	E-MAIL strazisar@wyomingmi.gov	PREPARED BY Adam Lynch	PHONE 616.588.3399

SCOPE OF WORK

Black Box Network Services will provide materials and labor resources to install the following:

Backbone Cabling

- (1) 12 Strand SM Armored Plenum Fiber

BBNS will install, terminate, and test fiber originating from basement telecommunications room **and** terminated in 1st floor telecommunications room. All strands will be terminated with LC Style connectors **and** housed in a 1U LIU in existing racks. BBNS will label each cable at both ends and on the patch panel.

Black Box will utilize existing supports, sleeves, and pathways.

TERMS OF AGREEMENT:

- All work to be performed during regular daytime hours, Monday – Thursday, except holidays recognized by Black Box. Overtime and Premium time is excluded.
- All industry standards will be applied during installation.
- Cross connects and cabling patching will be provided by others.
- Proposal assumes all exiting sleeves, supports, conduits, chases, corcs, and pathways will be **utilized**. Proposal does not include lift rental pricing.
- Any alteration or deviation from the above description/scope of work involving extra costs **will** be executed only upon written authorization.
- Any information contained in or disclosed by this document is considered Confidential and **Proprietary** by Black Box Network Services. By accepting this document, the recipient agrees that the document and information contained herein will be held in trust and confidence and will not be used, reproduced in whole or in part, nor its contents revealed to others except to meet the purpose for which it was delivered. It is understood that no right is conveyed to distribute, reproduce or have reproduced any portion of this document or item herein disclosed without the expressed written permission of Black Box Network Services

APPROVED AS TO FORM:

Jack Shuck

Total cost for above mentioned scope of work \$3,246.50

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the not to exceed sum of:

Three Thousand Two Hundred Forty Six Dollars and 50/100-----

Date 9/18/2012

Payment to be made as follows:

Net30, no additional requirements.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Adam Lynch
Signature _____

Note: This proposal may be
Withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature C. J. P. B.

Date of Acceptance: 9-25-12

Signature _____