

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JANUARY 20, 2014, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Mike Young, Newhall Christian Fellowship
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of January 6, 2014 and the work session of January 13, 2014
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. State of the City Address by Mayor Poll
 2. Grand Valley Metro Council
 3. Michigan AWWA Young Professional of the Year Award to Jaime Petrovich
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 1. 14-01 Acceptance of a Warranty Deed and Temporary Permit for Construction for 5505 – Division Avenue SW (Hung Doan, Van T. Doan and Cam Linh Vu)
- 13) Budget Amendments**
 - 1) Budget Amendment No. 39 – To Appropriate \$7,500 of Budgetary Authority to Provide Additional Funding for the Purchase of Firehouse Software Update and Additional Modules
- 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 Lillian VanderVeen as a Member of the Board of Review for the City of Wyoming
 - b) To Authorize Members of the City Council to Attend the Wyoming-Kentwood Chamber of Commerce Annual Meeting and Awards Dinner
 - c) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Gordon Food Service, Inc., in the City of Wyoming (February 3, 2014 at 7:01 p.m.)

15) Resolutions

- d) To Transfer Funds
- e) To Authorize the City Manager to Sign the Kent County Essential Needs Task Force (ENTF) Governance Memorandum of Understanding (MOU)

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

- f) To Affirm Professional Services with Progressive AE for Architectural and Construction Administrative Services Related to the Renovation of the Wyoming Senior Center and to Authorize an Amount
- g) To Authorize the Mayor and City Clerk to Execute Change Order No. 2 to the Nature Preserve – Bike Path Restoration Project and Approve a Budget Amendment Allowing for Final Payment (Budget Amendment No. 34)
- h) To Approve Additional Funds for the Work at the Intersection of Highway M-11 (28th Street) and Clyde Park Avenue Performed by the Michigan Department of Transportation (Budget Amendment No. 38)
- i) To Authorize the Mayor and City Clerk to Enter into a License Agreement with American Medical Response (AMR)
- j) To Authorize the Purchase of an Air Flow Tester and Related Equipment (Budget Amendment No. 37)
- k) To Accept a Proposal for Professional Cleaning Services (Budget Amendment No. 36)
- l) To Accept a Proposal for the Purchase of a Telecommunications System and to Authorize the Mayor and City Clerk to Execute the Agreement
- m) To Authorize Payment to Kamminga & Roodvoets, Inc. for Pavement Repair Related to the 54 Inch Transmission Main (Budget Amendment No. 35)

17) Ordinances

- 1-14 To Add Section 50-170 to the Code of the City of Wyoming (Begging/Soliciting) (FIRST READING)
- 2-14 To Amend Section 50-63 of the Code of the City of Wyoming (Harassing Communication) (FIRST READING)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (Labor Negotiations)

21) Adjournment



City Manager's Office

Telephone 616/530-7272

1155 - 28th Street, S.W., Box 905 Wyoming, Michigan 49509-0905

Web: www.wyomingmi.gov



January 20, 2014

MAYOR
Jack A. Poll

AT-LARGE COUNCILMEMBER
Sam Bolt

AT-LARGE COUNCILMEMBER
Dan Burrill

AT-LARGE COUNCILMEMBER
Kent Vanderwood

1ST WARD COUNCILMEMBER
William A. VerHulst

2ND WARD COUNCILMEMBER
Richard K. Pastoor

3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 14-01

Subject: Acceptance of a Warranty Deed and Temporary Permit for Construction for 5505 - Division Avenue, SW (Hung Doan, Van T. Doan and Cam Linh Vu)

Councilmembers:

Hung Doan, Van T. Doan, and Cam Linh Vu, owners of 5505 Division Avenue, SW, have submitted the following described Warranty Deed and Temporary Permit. The Warranty Deed conveys permanent right-of-way to the City of Wyoming for the additional street width required to widen Division Avenue to five lanes. The Temporary Permit will allow additional access for construction and grading purposes. The Warranty Deed and Temporary Permit areas are shown on the attached Estimate of Just Compensation drawing. Both acquisitions are for the reconstruction and widening of Division Avenue from 54th Street to 60th Street in 2015.

Grantor:	Hung Doan, Van T. Doan and Cam Linh Vu
Parent Parcel:	41-17-36-277-006
Right-of-way Size	6,473 sf - Land Acquisition - Warranty Deed 3,803 sf - Temporary Permit
Consideration:	\$10,966.00

It is recommended that the City Council accept the attached Warranty Deed and the Temporary Permit which have been approved as to form by the City Attorney.

Respectfully submitted,

Curtis L. Holt
City Manager

Attachments: Warranty Deed
Temporary Permit
Estimate of Just Compensation

WARRANTY DEED

The Grantors, Hung Doan and Van T. Doan, husband and wife, an undivided one-half interest; and Cam Linh Vu, a married woman, an undivided one-half interest, collectively whose address is 11376 Fillmore Street, West Olive, Michigan 49460

DO HEREBY CONVEY AND WARRANT TO

City of Wyoming, a Michigan Municipal Corporation whose address is 1155 28th Street, SW, Wyoming, Michigan 49509, the real property located in the City of Wyoming, County of Kent, and State of Michigan, known and described as follows:

See Exhibit "A" attached hereto for Warranty Deed Area, Warranty Deed Legal Description and Property Legal Description

for the full consideration of Ten Thousand Three Hundred Fifty Seven Dollars and No Cents (\$10,357.00)

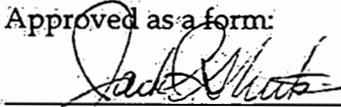
This Warranty Deed is given to convey land for Public Right-of-Way, and is subject to easements and restrictions of record.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the City of Wyoming the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288, of the Public Acts of 1967.

DATED: January 13, 2014

Approved as a form:



Attorney for the City of Wyoming

GRANTORS:

Hung Doan
Hung Doan

Van T. Doan
Van T. Doan

Cam Linh Vu
Cam Linh Vu

STATE OF MICHIGAN)
)SS
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 13th day of January, 2014, by Hung Doan and Van T. Doan, husband and wife, an undivided one-half interest; and Cam Linh Vu, a married woman, an undivided one-half interest.

KELLY JACOBSEN
Notary Public, State of Michigan
County of Ottawa
My Commission Expires: 6/21/2017
Acting in the County of Ottawa

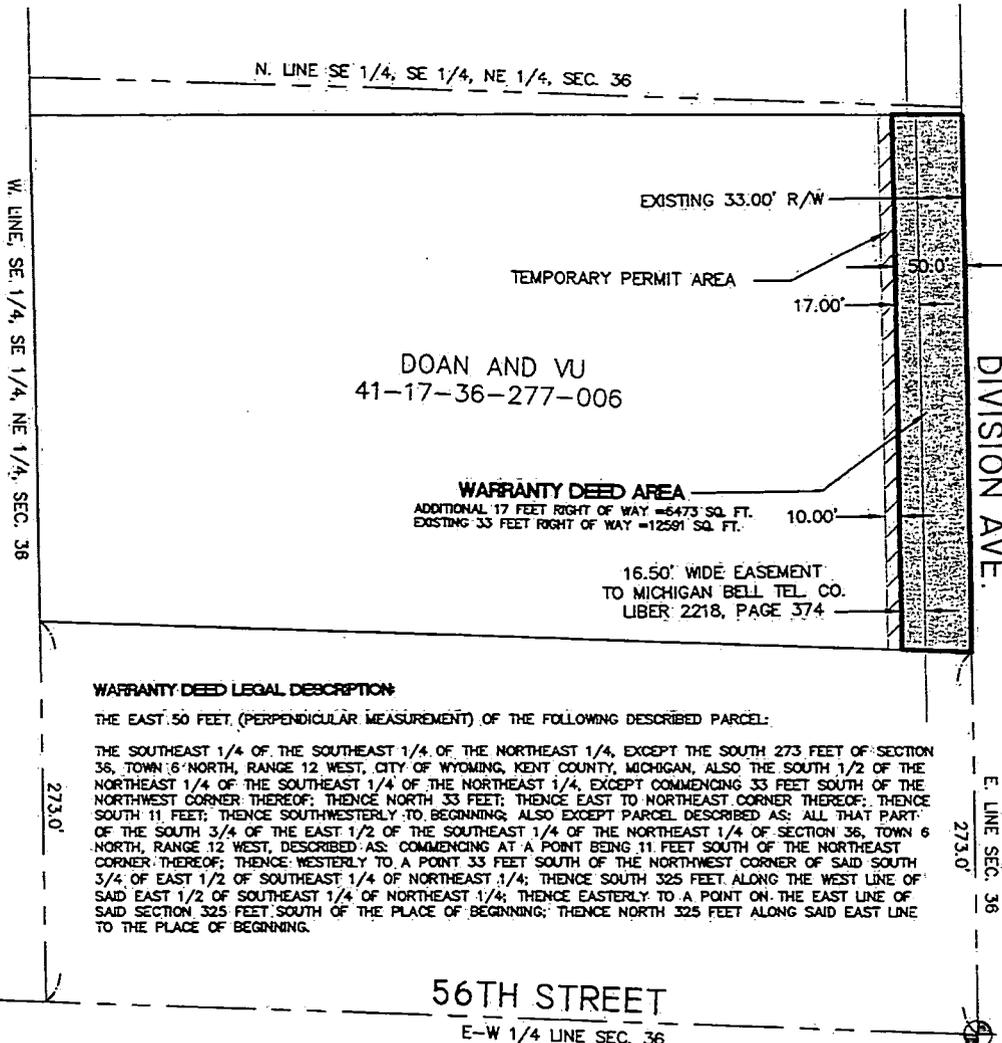
Kelly Jacobsen
Kelly Jacobsen, Notary Public
Ottawa County, Michigan
Acting in Ottawa County, Michigan
My Commission Expires: 6/21/2017

Prepared by and after recording return to:
Deborah S. Poeder
Land Matters, llc
0-11230 Tallmadge Woods Drive
Grand Rapids, MI 49534

Legal Description Prepared by:
Michael Manning, PS
Meyers, Bueche & Nies, Inc.
1638 Leonard Street, NW
Grand Rapids, MI 49504

EXHIBIT A

PROPERTY LEGAL DESCRIPTION (41-17-36-277-006): THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, EXCEPT THE SOUTH 273 FEET OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, ALSO THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, EXCEPT COMMENCING 33 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 33 FEET; THENCE EAST TO NORTHEAST CORNER THEREOF; THENCE SOUTH 11 FEET; THENCE SOUTHWESTERLY TO BEGINNING; ALSO EXCEPT PARCEL DESCRIBED AS: ALL THAT PART OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, DESCRIBED AS: COMMENCING AT A POINT BEING 11 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WESTERLY TO A POINT 33 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTH 3/4 OF EAST 1/2 OF SOUTHEAST 1/4 OF NORTHEAST 1/4; THENCE SOUTH 325 FEET ALONG THE WEST LINE OF SAID EAST 1/2 OF SOUTHEAST 1/4 OF NORTHEAST 1/4; THENCE EASTERLY TO A POINT ON THE EAST LINE OF SAID SECTION 325 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH 325 FEET ALONG SAID EAST LINE TO THE PLACE OF BEGINNING.



WARRANTY DEED LEGAL DESCRIPTION:

THE EAST 50 FEET, (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:
 THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, EXCEPT THE SOUTH 273 FEET OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, ALSO THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, EXCEPT COMMENCING 33 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 33 FEET; THENCE EAST TO NORTHEAST CORNER THEREOF; THENCE SOUTH 11 FEET; THENCE SOUTHWESTERLY TO BEGINNING; ALSO EXCEPT PARCEL DESCRIBED AS: ALL THAT PART OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, DESCRIBED AS: COMMENCING AT A POINT BEING 11 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WESTERLY TO A POINT 33 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTH 3/4 OF EAST 1/2 OF SOUTHEAST 1/4 OF NORTHEAST 1/4; THENCE SOUTH 325 FEET ALONG THE WEST LINE OF SAID EAST 1/2 OF SOUTHEAST 1/4 OF NORTHEAST 1/4; THENCE EASTERLY TO A POINT ON THE EAST LINE OF SAID SECTION 325 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH 325 FEET ALONG SAID EAST LINE TO THE PLACE OF BEGINNING.

DATE: 11-21-13
 PROJECT NUMBER: 13028-ROB

EAST 1/4 CORNER
 SEC. 36 T6N, R12W

NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSACTION
 TITLE COMMITMENT-96380WMS (DATED 10-15-12)

PAGE 1 OF 1

<p style="text-align: center;">LEGEND</p> <ul style="list-style-type: none"> ● IRON STAKE (SET) ○ IRON STAKE (FOUND) — FENCE WARRANTY DEED AREA TEMPORARY PERMIT AREA 	<p>SCALE: 1"=100'</p>		<p style="font-size: 24pt; font-weight: bold; margin: 0;">mbn</p> <p style="font-size: 10pt; margin: 0;">meyers, buecke & nies, inc. civil engineers/surveyors 1638 leonard st nw grand rapids, mi 49504 616-457-5030 fax 616-457-8244</p>
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CITY OF WYOMING
TEMPORARY PERMIT
Parcel No. 41-17-36-277-006

The Grantors, Hung Doan and Van T. Doan, husband and wife, an undivided one-half interest; and Cam Linh Vu, a married woman, an undivided one-half interest, collectively whose address is 11376 Fillmore Street, West Olive, Michigan 49460

DO HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509, a Temporary Permit to change existing land contours, to remove trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, and other facilities as required for the Division Avenue from 54th Street to 60th Street Reconstruction Project. All areas disturbed by the work in the Temporary Permit area will be properly restored. The Temporary Permit area is located on property in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Temporary Permit Area, Temporary Permit Legal Description, and Property Legal Description (Parcel No. 41-17-36-277-006)

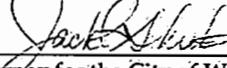
The Temporary Permit as referenced herein is granted and conveyed for the full consideration of Six Hundred Nine Dollars and No Cents (\$609.00).

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Division Avenue from 54th Street to 60th Street Reconstruction Project, including restoration of the Temporary Permit Area.

IN WITNESS, WHEREOF, the undersigned have hereunto set their hand this day and year first above written.

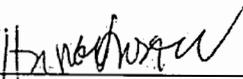
DATED: January 13, 2014

Approved as a form:



Attorney for the City of Wyoming

GRANTORS:



Hung Doan



Van T. Doan



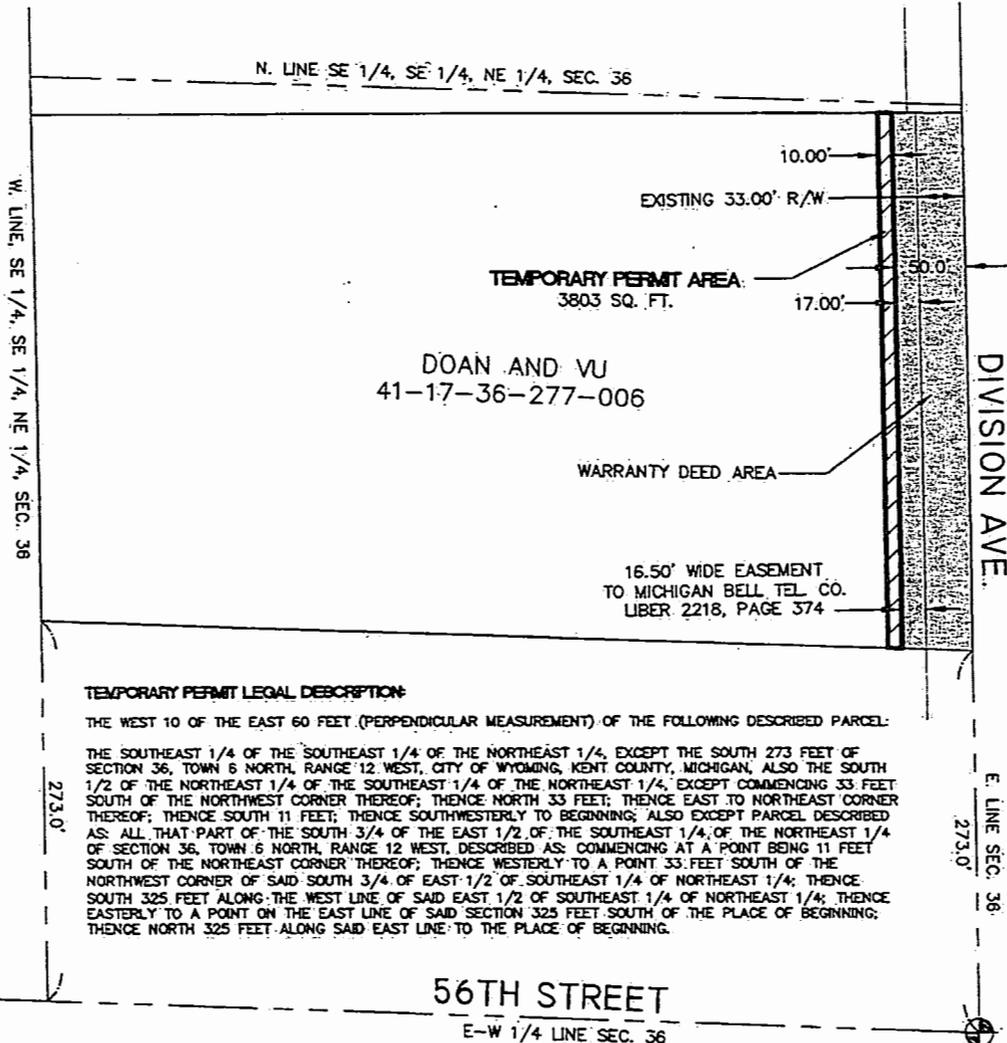
Cam Linh Vu

Prepared by and return to:
Deborah S. Poeder
Land Matters, LLC
O-11230 Tallmadge Woods Drive
Grand Rapids, MI 49534

Legal Description by:
Michael Manning, P.S.
Meyers, Bueche & Nies, Inc.
1638 Leonard Street, NW
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TEMPORARY PERMIT LEGAL DESCRIPTION:

THE WEST 10 OF THE EAST 60 FEET (PERPENDICULAR MEASUREMENT) OF THE FOLLOWING DESCRIBED PARCEL:
 THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, EXCEPT THE SOUTH 273 FEET OF SECTION 36; TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, ALSO THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, EXCEPT COMMENCING 33 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 33 FEET; THENCE EAST TO NORTHEAST CORNER THEREOF; THENCE SOUTH 11 FEET; THENCE SOUTHWESTERLY TO BEGINNING; ALSO EXCEPT PARCEL DESCRIBED AS: ALL THAT PART OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36; TOWN 6 NORTH, RANGE 12 WEST, DESCRIBED AS: COMMENCING AT A POINT BEING 11 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WESTERLY TO A POINT 33 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTH 3/4 OF EAST 1/2 OF SOUTHEAST 1/4 OF NORTHEAST 1/4; THENCE SOUTH 325 FEET ALONG THE WEST LINE OF SAID EAST 1/2 OF SOUTHEAST 1/4 OF NORTHEAST 1/4; THENCE EASTERLY TO A POINT ON THE EAST LINE OF SAID SECTION 325 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH 325 FEET ALONG SAID EAST LINE TO THE PLACE OF BEGINNING.

DATE: 11-21-13
 PROJECT NUMBER: 13028-ROB

EAST 1/4 CORNER,
 SEC. 36 T6N, R12W

NOTE: PROPERTY LEGAL DESCRIPTION FROM TRANSACTION
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PAGE 1 OF 1

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CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

PROJECT: Reconstruction of Division Avenue from 54th Street to 60th Street

PURPOSE OF REPORT: The purpose of this report is to estimate the Fair Market Value of the land to be acquired and to estimate the Just Compensation for the conveyance of land and the granting of permanent and temporary Easements. The compensation will be based upon the land values obtained from the Wyoming Assessor's Records. This method of compensation is authorized by the Wyoming City Council per Resolution No. 18464. (City Policy Manual).

SITE DATA: Permanent Parcel No.: 41-17-36-277-006

Parcel: Hung Doan and Van T. Doan, Cam Linh Vu Land Use: Commercial Size: 3.71 Ac (total)

Address: 5505 Division Avenue SW Zoning: 202

<p>ACQUISITION DESCRIPTION:</p> <p>Square foot values based on Appraisal by Maturen & Associates, Inc. Review Appraisal by R.S. Thomas & Associates, Inc.</p> <p>Summary of Costs:</p> <p><u>Warranty Deed:</u> A generally rectangular parcel of land adjacent to the Division Avenue Right-of-Way as shown on sketch.</p> <p style="padding-left: 20px;">Area: 6,473 s.f. (Additional 17') 12,591 s.f. (Existing 33')</p> <p><u>Temporary Permit:</u> A generally rectangular parcel of land adjacent to the above referenced Warranty Deed Area.</p> <p style="padding-left: 20px;">Area: 3,803 s.f.</p>	<p>SKETCH:</p> <div style="text-align: right;">North ▲</div>
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COMPUTATION OF VALUE:			
			NA
RELOCATION OF SIGN			NA
TEMPORARY PERMIT			\$609.00
3,803 s.f. (Area) X \$0.16/s.f			\$609.00
LAND ACQUISITION, WARRANTY DEED			\$ 10,357.00
6,473 s.f. (Area) X \$1.60 / s.f			\$ 10,357.00

REMARKS:

\$10,966.00

Signed: *Kelly Gans*
Land Matters, llc
for Deborah S. Poeder

For information call 616.791.9805

Agreed to by: *Hung Doan*
Hung Doan

Van T. Doan
Van T. Doan

Cam Linh Vu
Cam Linh Vu

Interdepartmental Correspondence

TO: Curtis Holt – City Manager
FROM: Chief James E. Carmody
DATE: January 6, 2014
SUBJECT: Fire Service Purchases



Curtis;

We have been working on a couple of items and/or services needed by the Fire Service. Two of these items were identified as critical needs by Fire Service and IT staff, and one is based on the efforts to reopen the Gezon fire station for use by AMR and eventually the paid-on-call team we will be deploying there by spring. I have attached the necessary support materials, but I felt it important to give you some background on these items and their prescribed purpose.

ITEM – 1: POSI-FLOW Air Tester.

COST: \$10,500.00

The Fire Service is required by law to test and evaluate their Self Contained Breathing Apparatuses (SCBA's), annually. Or, whenever the SCBA has been worked on to make adjustments or corrections. The fire service currently has approximately 80 SCBA's either in use or set aside as spares. Efforts in the past to use other testers owned by neighboring fire department's proved to be impractical, due to the need to collect and transport the masks back and forth between fire departments. Not having the equipment in-house also prohibits a "quick fix" to a malfunctioning SCBA, due to the need to then transport the repaired equipment to a testing source. When the Fire Service wrote a recent equipment grant, this item was included; however, it was later determined that this equipment did not qualify for the grant.

ITEM – 2: FIREHOUSE Software Update and Additional Modules **COST: \$7,495.00**

The Fire Service currently uses Firehouse software as a base-line records management package for fire call data collection. According to Paul Germdt's memo, (attached) the existing software is in desperate need of updating. During the discussion on updating, we had fire personnel test some of the other modules that are offered with Firehouse and they recommended the additional modules for use (attached).

ITEM – 3: Gezon Fire Station Cleaning Service

COST: \$3,255.00

As we were preparing the Gezon Fire Station for occupancy by AMR and eventually a Paid-On-Call team, we conducted a thorough inspection of the facility. Although the interior was in better shape than we anticipated, it is in desperate need of a top-to-bottom cleaning. It has been suggested that fire personnel could be used to do the work, but their irregular schedule would prolong the process beyond our target dates for deployment of equipment.

HONOR - COURAGE - DUTY - TRUST

Page – 2

MEMO- Purchases (Contd.)

As a consequence, we requested two (2) estimates to clean the facility and bring it back to a point that we can maintain. We asked for an estimate from the current cleaning company that is contracted with the City and a separate quote from a company whose services the City has also used to professionally clean the carpets, furniture and floors. The above total reflects the individual quotes of \$1,750.00 from Alpine Janitorial to do an extensive cleaning of all offices and living-facility rooms, and \$1,505.00 from Modernistic Cleaning and Restoration to do the furniture, carpets and floors.

As you know, these costs (**Total - \$21,250.00**) are outside of the approved 2013-2014 Fire Service Budget and would require your approval, as well as that of City Council's, to allocate the funds from the City's general fund balance accounts. We are therefore requesting your approval and your recommendation to City Council for the same.

If you have any further questions or concerns, please feel free to contact me at your earliest convenience.



Chief James E. Carmody
Director of Police and Fire Services

HONOR - COURAGE - DUTY - TRUST

MEMORANDUM

DATE: December 19, 2013
TO: Captain Kim Koster, WYPD
FROM: Paul Gerndt, Information Technology Supervisor
RE: Recommended Upgrade of FireHouse Software
CC: Gail Sheppard, Director of Information Technology
Bob Austin, Fire Chief
Sgt. Mark Easterly

I am writing to recommend the upgrade of the current FireHouse software to FireHouse Enterprise. The following provides justification for the upgrade.

Over the past several months, the Fire Department has experienced poor performance of the FireHouse system over the City's Wide Area Network (WAN). The cost of WAN circuits is directly related to bandwidth (speed). Higher speed connections demand higher monthly costs. For this reason, it has been our practice, at sites where a fiber connection is not feasible, to use relatively low-speed connections (i.e., T-1). Fire Station #4 is such a site having a lower speed network connection.

To improve the situation for the Firefighters, we have employed many work-around solutions including PC/Anywhere and VMware virtual desktops. These solutions improved the performance of the software, but add an additional layer of complexity.

This past summer, we upgraded communications to all the T-1 connected remote sites to OpteMAN connections. The new connections provide higher performance at reasonable cost. Unfortunately, even the new connection did not improve the performance of FireHouse. Working with FireHouse Support, we have learned that the current version of software is not designed for operation in a WAN environment. The company has advised us that the Enterprise version of FireHouse employs SQL Server technology that is known for high performance in a network environment. Microsoft SQL Server is the same technology on which the NewWorld Aegis/LERMS system operates.

In November, we obtained an evaluation license of FireHouse Enterprise. Fire Department personnel (Westerman) tested the software and reported excellent results.

Implementing FireHouse Enterprise will improve performance and reliability of FireHouse for the Fire Department. It will also bring the application in line with other applications on the SQL platform, and improve our ability to support the application. Additional benefits include allowing us of performing live backups of the database several times during the day (such as we do with LERMS). Furthermore, it will allow the Firefighters to use standard computer desktops and eliminate the need for VMware views.

I am seeking your authorization to implement FireHouse Enterprise. The attached quote details the worst-case costs for the upgrade. The annual maintenance was recently renewed. - I have requested the vendor to provide an updated quote to reflect this. With your approval, we will deploy the new software by January 9.

Attachment: FH Quote

Easterly, Mark

From: Easterly, Mark
Sent: Friday, October 11, 2013 10:29 AM
To: Carmody, James; Kim Koster (KosterK@wyomingmi.gov)
Subject: FW: Follow up response to Firehouse Demo Software Modules

Chief and Capt.-

Getting you into the loop.

Thanks

Mark

From: Velzen, Chris
Sent: Thursday, October 10, 2013 5:58 PM
To: Austin, Bob
Cc: Easterly, Mark; Ubbink, Dirk
Subject: Follow up response to Firehouse Demo Software Modules

Chief Austin,

I am sorry I did not get back to you sooner about the use of the demo Firehouse software. I was successful in entering data in the Training, Activity, and Inventory Module during the demo period. I was unsuccessful in using the Scheduling Module because I didn't know how to create a schedule. My feedback about the software is a positive one. I am encouraged by the ability to track equipment repairs, testing, etc. I liked the ability of using the Department database of names and entering training activity on the day of the instructing. The software's capability of tracking a shift's daily activities better justifies the Department's existence. A shift officer will no longer have to keep a separate daily log in a Microsoft Access database. This software will create a daily log using the current Journal Module but include information from the Incident Module, Activity Module, and Training Module in one location. Lost data will be limited because the software is backed up twice a day.

The following plans suggest how Firehouse Modules might be purchased by the City of Wyoming:

Plan 1

Purchase **Occupancy, Inspection, Activity, Training, Program, Scheduling, and Inventory Modules**. The benefit could be a cost savings in one time purchase. The benefit could be all modules are available to work on simultaneously. The drawback includes many man hours to build the forms to fit our department needs in each module. There may be some modules might sit idle for months even a year before the Department personnel are capable of using them.

Plan 2

Purchase **Activity, Program, Scheduling, and Inventory Modules** immediately. Purchase **Occupancy and Inspection Modules** at a later date. Software cost may be higher because of separate purchases. This plan may allow Department employees time to focus on specific areas of data creation. As daytime staffing increases, personnel doing inspections can enter data into the Occupancy and Inspection modules.

I just want to see the software purchased. There are a few items I think we can do to make the software work better in its current state.

1. Find out from Firehouse which modules we **truly have** (Justin Powell - justin.powell@acs-inc.com). I am under the understanding that if we have the **Journal Module** then we have more data entry available but is currently denied to the career personnel.
2. Allow additional personnel access to the back side of the Incident Module. I believe we can reduce many incident report errors if zip codes and census tract numbers immediately come up when street numbers are entered.
3. Allow additional personnel access to the Staffing Module to update the Department roster both current and hidden.
4. Allow specific personnel time on duty to travel over to Kentwood Fire Department to learn how to use the **current and additional modules**.

In summary, I believe transferring over to a one source data tracking software can greatly improve the Department's data efficiency. Please feel free to contact me if you have any other questions.

FF Chris Velzen

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF LILLIAN VANDERVEEN
AS A MEMBER OF THE BOARD OF REVIEW
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Lillian VanderVeen expires on January 31, 2014.
2. It is the desire of the City Council that Lillian VanderVeen be reappointed as a member of the Board of Review.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby reappoint Lillian VanderVeen as a member of the Board of Review for the City of Wyoming, Michigan for the regular term ending January 31, 2017.

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 January 20, 2014.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO ATTEND THE
WYOMING-KENTWOOD CHAMBER OF COMMERCE
ANNUAL MEETING AND AWARDS DINNER

WHEREAS:

1. The Wyoming-Kentwood Chamber of Commerce Annual Meeting and Awards Dinner will be held on January 24, 2014
2. It is the desire of the City Council that Wyoming be represented at the meeting.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council are hereby authorized to attend the Wyoming-Kentwood Chamber of Commerce Annual Meeting and Awards Dinner held on January 24, 2014 and
2. That Councilmembers will submit their expense reports at the conclusion of the meeting 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 SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR
GORDON FOOD SERVICE, INC., IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 295, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 24554 on August 5, 2013.
2. Gordon Food Service, Inc., has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 295, with an estimated cost of \$10,422,965 for real property and \$5,945,365 for personal property to be located at 646 50th Street SW.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Gordon Food Service, Inc., for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on February 3, 2014, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

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 January 20, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:

Staff Report

Resolution No. _____

Staff Report

Date: 01/15/2014
Subject: Gordon Food Service, Inc.
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: January 15, 2014 City Council Meeting

Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Gordon Food Service Inc., (GFS) based on the City of Wyoming’s Economic Development Policy.

Sustainability Criteria:

Environmental Quality – GFS 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 GFS and provide additional employment opportunities to the area.

Discussion:

GFS has been operating and growing in the City of Wyoming for 51 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:	646 50 Street SW Wyoming, MI 49548
Personal Property:	\$ 5,945,365.00
Real Property:	\$10,422,965.00
Estimated Jobs:	11 new jobs 93 retained jobs
Starting date of project:	July 2013

GFS is the largest family-owned and operated food service distributor in North America. Through this project, GFS plans to continue its growth in the City of Wyoming with the addition

of a 100,000 square foot freezer building. This building will include dry, freezer and cooler warehouse storage, refrigerated and dry receiving docks, office space, a maintenance support area and an electrical room. In the first two years of operation, this facility will add 11 new jobs, and within the first 6 years, a total of 24 new jobs will be created. GFS feels that through locating this freezer building in Wyoming, it will meet its long-term goal of efficiently supporting its Midwest operations and solidify its identity as a homegrown Michigan business and strengthen its commitment to the State.

Budget Impact:

The estimated first year tax savings for GFS, which is located in the Kelloggsville Public School District, is \$271,698.73.

1/20/14
THS

RESOLUTION NO. _____

RESOLUTION TO TRANSFER FUNDS

WHEREAS:

1. Analysis of the Health Insurance Fund indicates that the current fund balance exceeds amounts required to operate the Fund and provide for an adequate Fund Reserve.
2. An unfunded Other Post-Employment Benefits liability exists.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Wyoming City Council does hereby authorize the transfer of Six Hundred Fifty Thousand Dollars (\$650,000) to the Retiree Health Insurance Fund from the Health Insurance Fund (\$500,000) and the Dental Insurance Fund (\$150,000).

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:

Insurance Fund Analysis

Resolution No. _____

STAFF REPORT

Date: January 8, 2014

Subject: Transfer of Funds from Health Insurance Fund to Retiree Health Trust Fund

From: Timothy H. Smith, Finance Director

Meeting Date: January 20, 2014

Recommendation:

I recommend that Council approve the transfer of five hundred thousand dollars (\$500,000) from the Health Insurance Fund and one hundred fifty thousand dollars (\$150,000) from the Dental Insurance Fund to the Retiree Health Trust Fund.

Sustainability Criteria:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – The transfer reduces the Other Post-Employment Benefit (OPEB) liability of the City.

Discussion:

Every fiscal year the insurance fund is evaluated to determine if adequate reserves exist to cover potential losses that may be incurred. The guidelines for evaluating the fund included self-insured loss retention and average claims history. In reviewing the health insurance fund, it has been determined that adequate reserves exist to allow for a \$500,000 transfer to the Retiree Health Trust Fund. In reviewing the dental insurance fund, it has been determined that adequate reserves exist to allow for a \$150,000 transfer to the Retiree Health Trust Fund. The possibility of this third transfer was discussed at previous Council meetings when similar transfers were approved by Council.

I have attached the analysis of the insurance reserves for your review.

Budget Impact:

There is no budget impact as neither of the funds is budgeted.



Memorandum

TO: Curtis Holt, City Manager

FROM: Tim Smith, Finance Director

DATE: December 16, 2013

SUBJECT: Transfer of \$1 Million from the Health Insurance Fund and \$150,000 from the Dental Insurance Fund to OPEB Trust Fund and Other Suggested Adjustments; FY 2015 Budgeted Rates

In an on-going review of the insurance fund, the overall insurance fund is \$1,206,000 in excess of the amount suggested by the insurance fund fund balance policy. As shown in the attached sheet, the only individual insurance that is under the suggested funding level is the Workers' Compensation Fund. As part of the budget, I have also prepared an estimate of the 2013-2014 year projected revenue and expenses for 2014-2015. Based on these numbers, I suggest we do the following:

1. General Liability – As we did last year, I suggest that we suspend charging General Liability to departments starting in January 2014 and adding this amount to the OPEB liability amount as we did last year. Based on the estimate, this will leave a balance of \$1.3 million dollars at the end of this fiscal year, approximately \$100,000 more than the suggested fund balance amount. It is important to remember, that the primary reason for the continued overfunding is the result of MMRMA premium returns. The 2014 return for FY 2014 was half of the prior year. The 2015 return is expected to be one-half of the FY2014 premium return.

For FY2015, I propose that the rate levied stay flat with the initial FY2014 rate.

2. Fleet Insurance – As a result of unusually low claims last year and the MMRMA dividend return, the fund increased by over \$50,000. Based on claims so far this year, claims will be back in more of the average range. As fleet insurance is passed through motor pool only to those activity supporting vehicles, there is no mechanism to move excess funds to the OPEB liability. FY 2015 premiums collected from motor pool will be equal to the estimated fleet premium from MMRMA with claims being paid from the fund balance and MMRMA premium return.
3. Property Insurance – Again, the overall cost was less than the average claims resulting in additional gain in the suggested fund balance. Based on current claims level and the MMRMA premium return, this fund will grow again this year. As the premium is spread

based on property ownership, the FY 2015 budgeted premium will be set at approximately one-half of the current year level in an attempt to reduce the fund balance.

4. Life Insurance – For FY2014, the projection shows that the balance will decrease about \$4,000. The rate for FY2015 will remain the same which should result in the FY2015 fund balance being in line with the fund balance policy.
5. Workers' Comp – While the fund has a positive balance, it is currently \$3 million less than the fund balance would suggest. The primary factor for the underfunding is the reserves for long-term disabilities. For FY 2014, this deficit will be reduced by approximately \$200,000 and for FY 2015, \$100,000.
6. Medical Insurance – After several \$2 million dollar transfers to the OPEB Trust Fund, the fund still remains \$2.5 million more than the fund balance policies suggested amount. However, after meeting with Lighthouse and reviewing where claims are currently, it appears that the maximum transfer this year should be only \$1 million. After 4 months, claims are running 8.6% and Rx is 9.3% ahead of last year. Based on the plan year, after 2 months, the plan is at 84% of the attachment point (the highest in the last four years was 77%).

Based on this activity, the City's projection for FY2013-2014 shows a loss of \$750,000. To breakeven in FY 2014-2015, the estimate reflects the need of a 21% increase in rates. Lighthouse has been asked to look into what are the driving forces behind this increase to assist in determining if this trend will continue or if we can expect to see costs drop back into a more normal range. Staff will continue to closely monitor what is going on and update the estimates every couple of months.

Based on the analysis, for FY2014-2015 budget, I am recommending that we increase medical insurance by 12% which will, based on the projection model, result in a \$670,000 loss next year. I also recommend that we limit the transfer to the OPEB trust to \$500,000 and reevaluate in May 2014 if any additional funds can be transferred.

7. Dental Insurance – Based on past activity, information from Lighthouse and the City's insurance projection, I am proposing that dental insurance rates be decreased by 12%. Even with this decrease, it is anticipated that net income will increase in the dental insurance fund. This also will be reevaluated with the medical insurance for future rate reductions. Currently, I am proposing that \$150,000 be transferred to the OPEB insurance trust to eliminate a portion of the buildup over the suggested fund balance reserve amount.
8. Vision Insurance is based on premiums. Therefore, no reserve is carried. For budget, a 10% increase has been included. This will be adjusted based on the actual premium charge.

After reviewing the above information, if you have any questions, please let me know.

CITY OF WYOMING, MICHIGAN
SCHEDULE OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
INTERNAL SERVICE FUND
INSURANCE FUND
Year Ended June 30, 2013

	General Liability	Fleet	Property	Life	Workers' Compensation	Health	Dental	Total
Revenues:								
Premiums	\$ 88,088	\$ 47,507	\$ 271,457	\$ 28,909	\$ 636,593	\$ 7,469,727	\$ 481,398	\$ 9,023,679
Investment earnings	6,599	3,573	4,839	351	4,402	11,225	1,209	32,198
Other	353,111	30,568	232,372	-		146,903		762,954
Total revenues	447,798	81,648	508,668	29,260	640,995	7,627,855	482,607	9,818,831
Expenses:								
Administration and general interest	61,825	2,931	8,016	822	146,921	435,296	59,756	715,567
Insurance claims and premiums	392,817	44,575	218,013	28,813	(115,021)	6,929,114	318,992	7,817,303
Total expenses	454,642	47,506	226,029	29,635	46,050	7,364,410	378,748	8,547,020
Net income (loss)	(6,844)	34,142	282,639	(375)	594,945	263,445	103,859	1,271,811
Transfers						(2,000,000)		(2,000,000)
Net assets, beginning of year	1,449,343	913,078	1,073,458	95,549	989,060	4,968,895	219,728	9,709,111
Net assets, end of year	\$ 1,442,499	\$ 947,220	\$ 1,356,097	\$ 95,174	\$ 1,584,005	\$ 3,232,340	\$ 323,587	\$ 8,980,922
				Specific reserve	3,372,158	(Decreased \$598,605 this year)		
2006	436,888	93,464	212,862	41,542	280,896	5,597,764	-	6,663,416
2007	422,682	147,330	231,742	39,714	421,648	5,372,063	310,221	6,945,400
2008	491,198	97,952	215,142	35,709	429,795	5,876,547	424,112	7,570,455
2009	526,415	114,424	239,489	35,737	945,504	7,031,671	425,798	9,319,038
2010	411,577	199,559	249,968	27,032	757,857	6,576,493	446,362	8,668,848
2011	377,615	91,900	278,906	26,859	1,240,296	6,621,465	398,962	9,036,003
2012	366,428	86,424	262,565	25,932	2,616,325	7,225,786	405,361	10,988,821
2013	454,642	47,506	226,029	29,635	46,050	7,364,410	378,748	8,547,020
Average (6yr)	437,979	106,294	245,350	30,151	1,005,971	6,782,729	413,224	9,021,698
Multiplier 0.5	218,990	53,147	122,675	15,075	502,986	678,273	41,322	1,632,468
SIR	1,000,000	250,000	500,000	50,000	250,000	300,000	50,000	2,400,000
Specific Reserves					3,372,158			
Net Fund Balance per Policy	1,218,990	356,294	745,350	80,151	4,628,129	978,273	91,322	8,098,509
Excess	223,509	590,926	610,747	15,023	(3,044,124)	2,577,654	232,265	1,206,000
Prior Yr Excess	268,878	540,148	327,337	13,719	(4,301,732)	4,243,554	129,546	1,221,450
Change in excess	(45,369)	50,778	283,410	1,304	1,257,608	(1,665,900)	102,719	(118,168)

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO SIGN THE KENT COUNTY
ESSENTIAL NEEDS TASK FORCE (ENTF) GOVERNANCE MEMORANDUM OF
UNDERSTANDING (MOU)

WHEREAS:

1. The ENTF is a collective effort of governmental agencies, non-profits, faith-based organizations, funders, and community volunteers which seek to enhance the structure of services, and develop and support a sustainability model for the emergency response network providing essential basics for living (heating, food, shelter, etc.) to residents throughout Kent County.
2. As a federal entitlement community, the City of Wyoming is actively taking steps to address the needs of persons who are homeless in part through representation on the Steering Committee of the Greater Grand Rapids Coalition to End Homelessness, a subcommittee of the ENTF which also functions as the metropolitan Continuum of Care.
3. Beginning with the 2013-2014 budget the City of Wyoming awarded \$10,000 of Community Development Block Grant (CDBG) funding in direct support of this work qualifying the City to be a member of the ENTF Governance Committee.
4. The MOU as attached identifies the responsibilities within the ENTF and its subcommittees, seeking a structure that fosters transparency and recognizes roles and purpose.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby authorize the City Manager to sign the Kent County Essential Needs Task Force Governance Memorandum of Understanding.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 20, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Memorandum of Understanding

Resolution No. _____

STAFF REPORT

Date: Wednesday, January 8, 2014

Subject: Kent County Essential Needs Task Force (ENTF) Governance Memorandum of Understanding (MOU)

From: Rebecca Rynbrandt, Director of Community Services

Council Meeting Date: Monday, January 13, 2014

Recommendation:

Staff recommends the City Council authorize the City Manager to sign the ENTF Governance MOU.

Sustainability Criteria:

Social Equity – The ENTF is a collective effort of governmental agencies, non-profits, faith-based organizations, funders, and community volunteers which seek to enhance the structure of services, and develop and support a sustainability model for the emergency response network providing essential basics for living (heating, food, shelter, etc.) to residents throughout Kent County.

Environmental Quality – The ENTF works toward ensuring residents live stable lives while building a stronger, more clearly defined support system that reduces poverty by working to assure essential needs of the community's most vulnerable citizens. Work groups include: Food & Nutrition, Coalition to End Homelessness (aka HUD Continuum of Care), Energy Efficiency, Transportation, and Economic & Workforce Development.

Economic Strength – The ENTF fosters community conversations, advocates, seeks, manages and coordinates grants and other resources to align programs and services throughout the county; works to allow service organizations and residents to achieve their full potential and economic self-sufficiency.

Discussion:

Six (6) years ago, significant changes were made within the City of Wyoming with the consolidation of department administration and the creation of the Community Services Division. Within this work was the mission to evaluate and improve Wyoming's services within the Planning and Community Development arena, ascertain critical areas in which Wyoming by its population size and growing urban character should be involved in Grand Rapids metropolitan discussions, to educate and redefine Wyoming's image, and work to obtain private investment, government funding, or social services for our residents.

This work has resulted in (not all inclusive):

- The establishment of a Consortium Agreement with Kent County for the administration and distribution of Wyoming HOME funds, generating a leveraged investment of over \$750,000 over a three year period.
- United Way's Educational Needs Analysis of public schools within Wyoming resulting in the expansion of the First Steps and Schools of Hope Program, a

perspective \$200,000 investment over two years, including within Godwin Heights Public Schools.

- The revision to Wyoming's PILOT ordinance to expand opportunities for the funding of affordable housing with an eye to stabilizing neighborhoods and improving property values.
- Collaboration agreements with Kent County for HUD program monitoring services.
- Wyoming's active participation as a Steering Committee member of the Grand Rapids Area Coalition to End Homelessness, in the education of service demand and evaluation of needs and services related to persons and families who are homeless or at the risk of homelessness within Wyoming.

The final bullet point above is founded in part on HUD requirements that entitlement communities, such as Wyoming, take steps to address the needs of persons who are homeless. In addition to having me as the city's representative to the Coalition to End Homelessness, which also functions as the metropolitan Continuum of Care, beginning with the 2013-2014 Wyoming assigned \$10,000 of Community Development Block Grant (CDBG) funding in direct support of this work.

As a funder of the ENTF workgroup/committee, the City of Wyoming was invited to become a standing member of the ENTF Governance Committee. The ENTF was initially established in 1982. Almost two years ago, the organization went through a significant period of transition, primarily related to staffing changes and regulatory changes related to the HUD Continuum of Care function. Over these last six months, a group has worked to better define roles and responsibilities within the ENTF and its subcommittees, seeking a structure that fosters transparency and recognizes roles and purpose. The work group consisted of:

Maureen Noe, United Way
Diane Sieger, Grand Rapids Community Foundation
Wayman Britt, Kent County
Matthew VanZetten, Kent County
Rich Liberatore, United Way
Nancy Marshal, Kent County Department of Human Services
Betty Zylstra, Salvation Army
Connie Bohatch, City of Grand Rapids
Jacob Maas, ACSET
Rebecca Rynbrandt, City of Wyoming

This has resulted in an MOU for the ENTF's governance structure and operating protocol, now submitted for your approval.

Budget Impact: Established annually by recommendation of the CDBG Committee and as approved by the Wyoming City Council.



Kent County Essential Needs Task Force
*Kent County's Public, Private and Faith-Based Organizations,
Working Together to Address Our Citizen's Basic Needs*
www.accessKent.com/ENTF

MEMORANDUM OF UNDERSTANDING

AMONG

**COUNTY OF KENT,
CITY OF GRAND RAPIDS,
CITY OF WYOMING,
HEART OF WEST MICHIGAN UNITED WAY,
KENT COUNTY DEPARTMENT OF HUMAN SERVICES,
AREA COMMUNITY SERVICES, EMPLOYMENT, AND TRAINING
AND
THE SALVATION ARMY**

This Memorandum of Understanding (hereinafter called MOU) sets forth the terms and understanding between County of Kent (hereinafter called the County), City of Grand Rapids, City of Wyoming, Heart of West Michigan United Way (hereinafter called United Way), Kent County Department of Human Services (hereinafter called DHS), Area Community Services, Employment, and Training (ACSET), and The Salvation Army regarding activities related to assuring necessary legitimacy, structure and sustainability for a more effective Essential Needs Task Force (hereinafter called the ENTF or Task Force) operating as the **Kent County Essential Needs Task Force Governance Committee** (hereinafter called the Governance Committee or Governance) through the Kent County ENTF community advisory board (hereinafter called the Coordinating Committee) and Task Force Subcommittee collaboratives via their chairs and key ENTF supporters (hereinafter called Subcommittees or Leadership Committee).

SECTION I: VISION, MISSION, GOAL AND INDICATORS

Vision: To create a community in which every Kent County resident has access to resources that meet essential needs.

Mission: To work to eliminate poverty while maintaining an effective essential needs response system, as has been done since 1982.

Goal: To regularly assess and adjust essential needs response infrastructure, assuring that the Kent County ENTF member collaboratives communicate and coordinate as effectively as possible while helping all Kent County residents in need move out of poverty and into stable households.

Indicators: The Governance Committee will establish, with ENTF Subcommittees, indicators that show Task Force goal achievement in coordination with other, appropriate, Kent County human services systems initiatives.

SECTION II: MEMBERSHIP

Governance Membership: Members of the redesign work group, now including Kent County, Cities of Grand Rapids and Wyoming, Heart of West Michigan United Way, Kent DHS, The Salvation Army and ACSET, have agreed to continue working together as the ENTF Governance Committee. These organizations have been ongoing, key Task Force funding support sources and are closely involved in community essential service delivery issues, as described here.

- Area Community Services, Employment, and Training (ACSET) – Serves as Kent County’s employment and poverty reduction conduit for federal and state Workforce Development and Community Service Block grant funding. Provides cash and in-kind resources to ENTF Energy Efficiency and Economic & Workforce Development Subcommittees via Subcommittee leadership, in-kind operations support, fiduciary services and project funding grants. Is a key Kent County essential services advocacy agent at State and Federal levels.
- City of Grand Rapids – Serves as a designated conduit for state/federal housing funds. Kent County’s major urban population center influencing federal and state policy and legitimacy support. Housing Coalition operations funder. Local essential service governmental policy development leader.
- City of Wyoming – Major metropolitan municipality experiencing essential needs demand and service delivery evolution; serves as a municipal leader for program and policy development with the City of Grand Rapids and Kent County. Provides HUD funding. Is a major governmental leader in Kent County for essential service provider development focusing on suburban transition issues.
- Heart of West Michigan United Way – Provides regular designated essential service funding and in-kind ENTF operations support. Maintains lead community-based income/financial stability community resource leadership. Kent County non-profit organization focusing on education, income, and health state/federal issues. Operates 2-1-1 Information/Referral and Data Base for community, including dissemination of quarterly Unmet Needs Report on range of essential human needs in the county. Designated as the ENTF and Coalition to End Homelessness Supporting Organization.
- Kent County – Appropriates Current Unmet Needs / Discretionary Funds and other essential services related funding. Is the designated conduit for non-city state/federal housing funds. Provides Kent County wide Task Force legitimacy via Board of Commissioners. Assigned overall responsibility for essential services provision by Michigan law.
- Kent County Department of Human Services – The largest County and State essential service categorical funding and in-kind support provider for ENTF related operations.

Founder of ENTF and strong additional source of legitimacy and resources through Kent County Board of Social Services to the Board of Commissioners.

- The Salvation Army – National philanthropic, federal and state recognized non-profit legitimizing essential services systems development. Key Kent County non-profit advocacy agent in state/federal essential service issues. Historically, Kent County's Coalition to End Homelessness non-profit service provider leader.

Governance Committee members' current, specific contributions to ENTF operations are identified in statements of support to ENTF operations, as defined in Section IV. Joint Review, of this MOU.

From time to time, the Governance Committee may identify and invite for membership additional members to enhance ENTF opportunities for success. New members will be expected to agree to this Memorandum of Understanding on behalf of their organization and commit to annual cash or in-kind support expected with membership. Such members will be added by majority vote of existing membership at any given time, at a regularly scheduled meeting.

Should the Governance Committee identify a member not fulfilling its supporting role with the ENTF, after appropriate deliberation, the member may be removed by a majority vote of the Committee at a regularly scheduled meeting.

SECTION III: ENTF SUPPORTING ORGANIZATION: FIDUCIARY / EMPLOYER OF RECORD

The Governance Committee recognizes that more effective achievement of its goals will be accomplished with formal management support of ENTF operations. To that end, after assessment of best combination of willingness and strategic appropriateness to provide Supporting Organization services, the Governance Committee will invite that organization to provide Supporting Organization services. This MOU serves as Governance member formal recognition of the ENTF Supporting Organization. The following will serve as the basis for the relationship between the Governance Committee and the Supporting Organization:

- For the fiscal year beginning July 1, 2013, Heart of West Michigan United Way has agreed to act as Supporting Organization and has full support of the Governance members.
- Via this MOU, United Way agrees to support the ENTF by:

Acting as *Fiduciary* for ENTF by:

- Providing "back office" functions for ENTF, including but not limited to
 - Accounting services: Manage finances (revenues and expenses) for ENTF separately in an accounting system following generally accepted accounting principles
 - Processing ENTF invoices and bills approved and submitted by ENTF Director (or organizational designee)

- Providing ENTf financial statements as requested by ENTf Governance Committee, at least quarterly
- Providing administrative services including:
 - Receiving and disbursing funds, as Payee, on behalf of ENTf ensuring funds are spent in accordance with specific purpose and budget
 - Fulfilling all fiduciary responsibilities specified in grant contracts and agreements with government and private entity funding sources for ENTf, including Housing CoC / Coalition to End Homelessness.
 - Serves as legal signatory on contracts, grants, and other legal agreements in which ENTf is party.

Acting as *Employer of Record* by:

- Providing, in consultation with the Governance Committee, ENTf Staff Supervision services, using the following as general parameters:
 - Providing ENTf staff with compensation and benefits per HWMUW policies.
 - Ensure that ENTf staff and operations will be conducted from and within United Way's Impact Department. The ENTf Director is accountable to ENTf Governance Committee for performance of duties, while United Way's Vice President Community Impact (or alternate designated supervisor) serves as day-to-day supervisor under United Way's personnel policies. Written review of the ENTf Director's performance (no less than annually) will be completed by VP Community Impact (or designated supervisor) in coordination with the Governance Committee.
 - The ENTf Director is responsible for supervision of all dedicated ENTf staff and/or contract personnel, following United Way operations policy. Performance reviews of staff will be completed (no less than annually) by the ENTf Director in coordination with the Governance Committee and HCoC Steering Council representative (serving as HCoC decision making body).
- Ensure effective ENTf work flow by oversight of ENTf staff, in consultation with the Governance Committee.

SECTION IV: JOINT REVIEW

The Governance Committee will review this MOU on an annual basis and reconfirm its effectiveness or make revisions to best meet the current needs and support the goals of the Essential Needs Task Force.

Governance members will complete the review, at a minimum, as the annual ENTf budget development process is completed. Each Governance Committee member will endorse continuation of this collaborative effort in writing by submitting a signed statement of support, describing resources brought to the table and incorporated into this MOU by reference, or give notice to the other Committee members of its intentions to withdraw.

SECTION V: DURATION

The beginning date of this collaborative effort will be July 1, 2013. This MOU may be extended annually from that date upon the written agreement of the parties via the MOU review as described herein in Section IV: Joint Review.

SECTION VI: INDEMNIFICATION

Each party to this MOU shall be responsible for any liability arising from its own conduct. No party agrees to waive, defend or indemnify any other.

SECTION VII: ENTIRE AGREEMENT

This MOU represents the entire agreement among the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

SECTION VIII: MODIFICATION

Any modification of this MOU or additional obligation assumed by any partner in connection with this MOU shall be binding only if evidenced in writing and signed by all parties or their authorized representative.

SECTION IX: GOVERNMENTAL IMMUNITY

No party waives its governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this MOU.

SECTION X: ABSENCE OF WAIVER

The failure of any of the parties to this MOU to insist on the performance of any of the terms and conditions of this MOU, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving any such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION XI: ASSIGNMENT OF RIGHTS

The rights and obligations of all parties under this MOU are personal to those parties and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior written consent of the other parties.

SECTION XII: CONFLICT OF INTEREST

As any potential conflict is identified, affected Governance Committee members will recuse themselves from decision making as agreed to by Committee consensus.

SECTION XIII: APPROVAL

We, the undersigned have read and agree with this MOU.

By: _____ Date _____
Add Signer's Name
County of Kent / *Title*

By: _____ Date _____
Add Signer's Name
City of Grand Rapids / *Title*

By: _____ Date _____
Add Signer's Name
City of Wyoming / *Title*

By: _____ Date _____
Add Signer's Name
Heart of West Michigan United Way / *Title*

By: _____ Date _____
Add Signer's Name
Kent Department of Human Services / *Title*

By: _____ Date _____
Add Signer's Name
ACSET / *Title*

By: _____ Date _____
Add Signer's Name
The Salvation Army / *Title*



Kent County Essential Needs Task Force
*Kent County's Public, Private and Faith-Based Organizations,
Working Together to Address Our Citizen's Basic Needs*
www.accessKent.com/ENTF

Kent County Essential Needs Task Force Governance Committee **Operating Protocol**

December 2013

The ENTF Governance Committee Protocol presented here responds to priority operations supporting Task Force Legitimacy, Structure and Sustainability goals detailed in the Committee's "Planning for Effective ENTF Transition January 2012 to June 2013" redesign decision summary.

I. Principles

Governance Committee members bring unique resources, skills and experience together in support of the Essential Needs Task Force. This operating protocol provides an outline for the Committee to effectively guide and encourage continuing Task Force success. Each Governance Committee member has agreed to the following principles, vision, mission and goals in signing the Governance Memorandum of Understanding:

ENTF Governance Committee Value /Purpose – ENTF origins and current status in its evolution will be honored by the Governance Committee. Actions for even more efficient work will address legitimacy, structure and sustainability leading ENTF essential needs systems response in Kent County and driving Task Force work into the future.

HISTORY: Emergency Needs Task Force response to dire economic times in 1982 defined the original structure that addressed key organizational needs in a singular emergency assistance function designing a strong foundation base for all partners. The focus was on:

- Building mechanisms to efficiently coordinate emergency response logistics;
- Providing a platform for community players to coordinate around their work in the basic needs arena;
- Educating the community on emergency needs and resources;

CURRENT: The Essential Needs Task Force has evolved into a well-organized, more formal, entity that continues to operate within the same basic structure established in 1982. Today’s ENTf, primarily through its five Subcommittees, has expanded its scope from the original emergency response focus, operating as the community’s poverty reduction leader:

- Driving community change through a coordinated process adapting to multiple funding stream changes;
- Providing a (essential needs response program) planning platform that impacts inter-related basic needs funding decisions;
- Addressing essential service need assessments that are also inter-related;
- Building advocacy strategies at the local, state and federal level.

FUTURE: The ENTf will merge the “driving essence” derived from *Emergency Needs Task Force* origins – communication, collegial cooperation, coordination and focus on highest need Kent County residents and necessary emergency response mechanisms – with today’s *Essential Needs Task Force* strengths.

Agreed upon key factors are:

- Elevating the issues for real time discussions and solution processing to include a Governance structure that also reflects real time decision making and solutions;
- Managing advocacy in an inter-related/coordinated manner between systems with the goal to attract additional funding streams at the local, state and federal level;
- Presenting an inter-connected community poverty reduction message to leverage volunteers and resources;
- Initiating key specifics, especially, including sufficient support resources for all ENTf components; comprehensive available and needed funding management as well as clear advocacy strategies and expectations.

Vision: To create a community in which every Kent County resident has access to resources that meet essential needs.

Mission: To work to eliminate poverty while maintaining an effective essential needs response system, as has been done since 1982.

Goals: To regularly assess and adjust essential needs response infrastructure, assuring that the Kent County ENTf member collaboratives communicate and coordinate as effectively as possible while helping all Kent County residents in need move out of poverty.

II. Governance Committee Membership

Criteria for Committee membership are based on member organization support that brings resources enhancing ENTF legitimacy, structure and sustainability to the Governance table.

Governance Committee membership is defined as:

- Organizations party to and signing the ENTF Governance Committee Memorandum of Understanding which summarizes this Protocol and defines the equal authority for ENTF Governance decisions , except for any that impact each members' legal and policy responsibilities;
- Individual member organization representatives / named alternates having authority to commit to ENTF Governance Committee decisions on behalf of their organization;
- Supporting Organization's (fiduciary/employer of record) naming a representative to the Committee, if Supporting Organization is not a Governance Committee member organization;
- Invitations to new members to sign the MOU with a statement of resource commitment, upon consensus of current membership as opportunity or need arises;
- Governance Committee's annual assessment of current member effectiveness by contribution via Memorandum of Understanding resource recommitment.

III. Governance Committee Roles and Responsibilities

In their role as the Essential Needs Task Force Governance Committee, members will take, either directly or through ENTF staff, the following responsibilities:

- Provide oversight and direction to achieve continuing, successful ENTF operations;
- Act as oversight and facilitation point between ENTF Subcommittees* (see below) and the Supporting Organization (fiduciary/employer of record);
- Establish ENTF policy, principles and procedures to achieve Task Force mission;
- Manage resources to effectively sustain ENTF operations;
- Provide information to the Supporting Organization for performance review of ENTF staff.

Five Subcommittees (December, 2013):

- Food and Nutrition Coalition;
- Coalition to End Homelessness (Housing CoC);
- Energy Efficiency Subcommittee;
- Transportation Subcommittee;
- Economic and Workforce Development Subcommittee).

IV. Governance Committee Operations

The Governance Committee will complete its work using the following as a guide:

Governance Organization

- The Committee will commit to meet a minimum of four times per year;
- The Committee meetings will generally follow Roberts Rules of Order with an agenda and meeting minutes published and distributed to Governance Committee members prior to each meeting;
- The Committee actions will be shared with ENTF Subcommittees via the ENTF website;
- The Committee will identify a chair, co-chair annually, and maintain position descriptions, charge, and/or expectations for each;
- The Committee will add work groups as appropriate; and
- The Committee will adopt and monitor an annual budget for ENTF activities.
- Ensure the production and distribution of a comprehensive ENTF Annual Report, incorporating work of all Subcommittees.

Governance – ENTF Subcommittee Relationship

ENTF Governance Committee intends to support the work of its various Subcommittees. This may occur through:

- Providing direction and resources to Subcommittees as needed;
- Facilitating integration of subcommittees' operation protocols, reports, activities, planning and direction into a consistent overall ENTF standard of practice.

ENTF Subcommittees will support the coordination work of ENTFS Governance Committee. This may occur through:

- Providing operations and outcome information as requested;
- Meeting with the ENTF Governance Chair and/or ENTF Director as requested; and

- Ensure operational protocols align across the ENTF structure.

V. ENTF Supporting Organization/Fiduciary

Governance Committee members recognize the unique role the ENTF Supporting Organization plays in assuring Task Force success. The Supporting Organization recognizes that ENTF is not a program of the Supporting Organization.

The Governance Committee will confirm its relationship to the Supporting Organization (ENTF fiduciary/employer of record) via a Memorandum of Understanding (MOU).

The Supporting Organization will be considered the administrative “home” to the ENTF, and provide various information, including, but not limited to:

- Quarterly financial updates;
- Financial projections for budget development and a draft budget for recommendation;
- Signatory authority on behalf of the ENTF for various grants and corresponding financial reports;
- Meeting agendas (developed in consultation with Governance Committee leaders), meeting minutes, necessary discussion material and other supports or amenities to facilitate effective ENTF discussions;
- Annual performance reviews of ENTF staff with input from the Governance Committee and Subcommittees.

VI. Conflict of Interest

As any potential conflict is identified, affected Governance Committee members will recuse themselves from decision making as agreed to by Committee consensus.

VII. Operating Protocol Maintenance

Governance Committee members will review on an annual basis this Operating Protocol to best define and support its role in assuring Essential Needs Task Force success.

RESOLUTION NO. _____

A RESOLUTION TO AFFIRM PROFESSIONAL SERVICES WITH PROGRESSIVE
AE FOR ARCHITECTUAL AND CONSTRUCTION ADMINISTRATION SERVICES
RELATED TO THE RENOVATION OF THE WYOMING SENIOR CENTER AND TO
AUTHORIZE AN AMOUNT

WHEREAS:

1. The City of Wyoming has undertaken the Senior Visioning Initiative which identified improvements to the Wyoming Senior Center resulting in the award of bid for the Wyoming Senior Center's Multi-Purpose Room renovation (a.k.a. Phase III).
2. Through a competitive bid process Design Plus, Inc., now Progressive AE, became the architect for the Wyoming Senior Center (Resolution #22245) renovations.
3. The City Manager executed an agreement with Progressive AE for professional architectural services for a lump sum of \$7,500.
4. Wyoming Senior Center Phase III project has now begun its construction phase and we are in need of Construction Administration services, the cost to be less than \$8,500; however when combined with the previously approved \$7,500 would exceed the Purchasing limits as established by Council.
5. Costs based upon actuals and revised projections are now: Architectural Services, \$7,500, Construction Administration, \$6,400, Reimbursable, \$600; resulting in a total of \$14,500.
6. Funds for these services are available in account number 208-752-75800-965.060.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby affirm the City Manager's approval of Progressive AE for architectural and construction Administrative services.
2. The Wyoming City Council does hereby authorize up to \$14,500 as the combined total for Professional Services awarded to Progressive AE for this work.

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 January 20, 2014.

Heidi A. Isakson, Wyoming City Clerk

February 25, 2013
Revised April 8, 2013

Ms. Rebecca L. Rynbrandt, CPRP
Director of Community Services
Wyoming City Hall
1155 – 28th Street SW
PO Box 905
Wyoming, MI 49509

RECEIVED

APR - 9 2013

Wyoming
Parks & Recreation

RE: City of Wyoming Senior Center Multipurpose Room Improvements

Dear Becky,

Thank you for the opportunity to continue providing assistance to the City of Wyoming for improvements to the Senior Center. Following is our understanding of the project, along with professional fees and schedule.

Understanding of the Project

The project, as we understand it, is to assist the City of Wyoming in garnering support for improvements to the multipurpose room of the existing Senior Center. The first phase of improvements may include new flooring, potentially eliminating a shuffleboard court. A new stage concept should be developed, and the arrangement must be conducive to current use for Bingo. The Bingo board should remain, but a new cover design is requested to replace the curtains. The room use will be for active fitness activities and should also accommodate food service. This phase may also include replacement furnishings such as tables and chairs, which may be of a contemporary style as well. Sound system and technology is desired, along with lighting controls. A T-coil hearing loop for the hearing impaired has been purchased and should be in place prior to the start of our efforts. Door locking throughout the center will also be studied to allow secured areas of the building for after hours use, enabling the facility to be offered for public rental.

Depending upon available funds, a second phase of the project would convert the Library to a fitness area and provide carpeting in the hallways.

The current posted occupancy for the multipurpose room is 462.

Scope of Services

Progressive AE is pleased to provide the following services to assist you with this improvement project:

Architectural & Engineering Services

- Architectural Plans
- Interior Finishes
- Electrical Engineering for light fixture selection
- Construction Cost Estimating
- Three (3) Owner meetings: schematic, document review, & presentation

Fixtures, Furnishings & Equipment

- Assistance in procurement

- Installation of FFE

Construction Bidding Assistance and Administration

- Assistance with preparing and assembling necessary bid documents
- Preconstruction meeting with bidding assistance
- Site visits as appropriate
- Submission of written review with construction progress photos
- Punch list walkthrough with Owner

Professional Fees

<u>Phase One</u> - Architectural, Interior & Engineering Services	\$7,500 lump sum
Fixtures, Furnishings & Equipment	Provided at Owner retail price
Construction Administration	\$3,400 - hourly budgeted @ 40 hrs.
<u>Phase Two</u> - Architectural Services	Hourly if required

Reimbursable expenses are as detailed on the attached Schedule of Rates.

Schedule

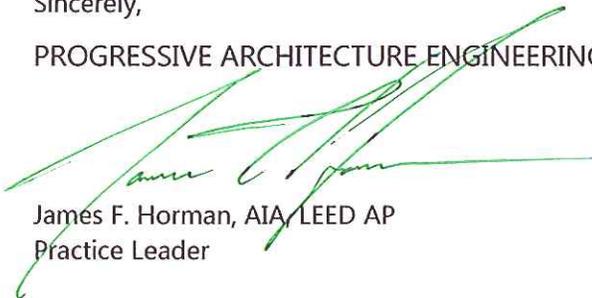
If this proposal meets with your approval, please sign and return the Letter of Intent which follows. Your signature will be our authorization to begin the work. We are prepared to start immediately.

The terms of this proposal defining scope, schedule and compensation are incorporated into the Standard Agreement Provisions for Professional Services which is attached. Progressive AE has prepared this proposal for the City of Wyoming and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

Becky, we hope this proposal meets your needs and appreciate this opportunity to assist you in the continuing improvement of your facility. Should you have any questions or require additional information, please contact me at 361-2664.

Sincerely,

PROGRESSIVE ARCHITECTURE ENGINEERING



James F. Horman, AIA, LEED AP
Practice Leader

jfh/dw

Letter of Intent for Professional Services

It is the intent of the City of Wyoming to engage Progressive AE for architectural and engineering services for the improvements to the Senior Center as described in the proposal from Progressive AE dated February 25, 2013 and revised April 8, 2013.

Progressive AE proposes to provide the architectural and engineering services in the first phase as described for a professional fee of \$7,500 (Seven Thousand Five Hundred Dollars), plus reimbursable expenses as detailed in the Schedule of Rates attached to this proposal. Construction Administration services will be invoiced at an hourly rate, with total time estimated for these services at 40 hours. Procurement and installation of furniture and artwork at the site will be provided at Owner's retail price.

Progressive AE proposes to provide the architectural services in the second phase as described on an hourly basis, plus reimbursable expenses as detailed in the Schedule of Rates attached to this proposal.

Sincerely,



Date: 4.11.13

City of Wyoming

APPROVED AS TO FORM:



Schedule of Invoice Rates - 2013

Hourly Staff Charges

Class 8 Personnel:	Principals	\$180/hour
Class 7 Personnel:	Experienced Senior Project Managers, Architects, Engineers, Planners, Landscape Architects, Environmental Analysts, LEED Consultants, and Construction Administrators	\$145/hour
Class 6 Personnel:	Senior Project Managers, Architects, Engineers, Planners, Landscape Architects, Environmental Analysts, and Construction Administrators	\$125/hour
Class 5 Personnel:	Project Managers, Architects, Engineers, Planners, Landscape Architects, Environmental Analysts, Construction Administrators, Designers, and Surveyors	\$105/hour
Class 4 Personnel:	Intermediate Architects, Engineers, Planners, Designers, Landscape Architects, Environmental Analysts, Construction Administrators, and Surveyors	\$90/hour
Class 3 Personnel:	Graduate Architects, Engineers, Planners, Designers, Environmental Analysts, Construction Administrators, Technicians, and Surveyors	\$75/hour
Class 2 Personnel:	Technicians, Administrative Assistants, Clerical Technicians, and Surveyors	\$65/hour
Class 1 Personnel:	Administrative Assistants, Technicians and Clerical Technicians	\$50/hour

Reimbursable Expenses

1. Fees for securing permits and approvals of authorities having jurisdiction over projects at cost.
2. Outside consultants, travel, and lodging at cost plus 10% handling.
3. Copies at 10¢ per image. Printing and CAD plotting at 10¢ per square foot. 8-1/2" x 11" color images at \$1 each; large-format color plotting at \$9 per square foot. Postage, telephone, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 56¢ per mile). Field vehicles at 75¢ per mile. Lodging, meals, and airfare at cost. Boat rental at \$40 per day. Nuclear density meters at \$30 per day. Fluke Scopemeter at \$40 per day. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
4. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at higher rate.
3. Hourly staff charges and expenses subject to change annually.

Standard Agreement Provisions
Architectural Services

The parties to this agreement, Progressive AE, Grand Rapids, Michigan, USA, hereinafter called the ARCHITECT and the City of Wyoming hereinafter called the OWNER, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the ARCHITECT shall be limited to those described in the proposal dated February 25, 2013 and revised April 8, 2013.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ARCHITECT are revealed, to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the ARCHITECT may call for re-negotiation of appropriate portions of the Agreement. The ARCHITECT shall notify the OWNER of the changed conditions necessitating re-negotiation, and the ARCHITECT and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt.
- D. Standard of Care: Professional Services provided by the ARCHITECT will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed architects and engineers practicing in the State of Michigan. The ARCHITECT shall put forth reasonable professional care to comply with laws, codes, and regulations in effect as of the date of the execution of this Agreement.
- E. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the ARCHITECT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the ARCHITECT's opinions of probable construction costs are made on the basis of the ARCHITECT's professional judgment and experience. The ARCHITECT makes no warranty, express or implied that the bids or the negotiated cost of the work will not vary from the ARCHITECT's opinion of probable construction cost.
- F. Schedule for Rendering Services: The ARCHITECT shall prepare and submit for OWNER approval a schedule for the performance of the ARCHITECT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the ARCHITECT's reasonable control.
- G. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the ARCHITECT in the course of and for the

Standard Agreement Provisions
Architectural Services

purpose of meeting this contract are the property of the ARCHITECT, and shall remain in the possession of the ARCHITECT. The OWNER shall have access to the above named material during normal business hours of the ARCHITECT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER via execution of this Agreement. (See Alteration and Reuse of CAD Information provision of this Agreement.)

- H. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the ARCHITECT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the ARCHITECT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the ARCHITECT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the ARCHITECT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the ARCHITECT harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of these materials.
- I. Payment Terms: Invoices will be submitted by the ARCHITECT monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the original invoice date.
- J. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ARCHITECT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the ARCHITECT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- K. Abandonment of Work: If any work is abandoned or suspended, the ARCHITECT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- L. Errors and Omissions Insurance: The ARCHITECT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the ARCHITECT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the ARCHITECT's negligent acts, errors, or

Standard Agreement Provisions
Architectural Services

omissions, such that the total aggregate liability of the ARCHITECT to all those named shall not exceed the amount of the ARCHITECT's compensation for the services provided.

- M. Indemnification: The ARCHITECT agrees to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the ARCHITECT in the performance of professional services under this Agreement, to the extent that the ARCHITECT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the ARCHITECT and the OWNER. The ARCHITECT shall not be obligated to indemnify the OWNER for the OWNER's own negligence.
- N. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ARCHITECT, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the ARCHITECT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- O. Dispute Resolution: Prior to mediation, in an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not

Standard Agreement Provisions
Architectural Services

described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within one (1) year, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

- P. Hiring of Personnel: Owner may not directly hire any employee of the Architect. Owner agrees that it shall not, directly or indirectly solicit any employee of the Architect from accepting employment with Owner, affiliate companies, or competitors of Architect.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE CHANGE ORDER NO. 2 TO THE
NATURE PRESERVE – BIKE PATH RESTORATION PROJECT AND APPROVE A
BUDGET AMENDMENT ALLOWING FOR FINAL PAYMENT

WHEREAS:

1. On February 19, 2013, the City of Council awarded a contract for the Nature Preserve – Bike Path Restoration project to A-1 Asphalt, Inc. who submitted a low bid in the amount of \$66,122.75.
2. The project was originally scoped to reconstruct sections of the existing trail that have failed due to heaving from tree roots and poor soils then resurface the entire length of the existing trail.
3. Subsequent to the award of the project, Changer Order No. 1 modified the scope of work to remove the entire trail and replacing with an all new bituminous trail adding additional paving quantities but also providing savings in constructability.
4. Change Order No. 1 added \$5,459.38 for the additional bituminous paving quantities and path removal quantities.
5. The final project is now complete, but the project quantities for bituminous and restoration were above the estimated quantities, adding an additional \$8,173.68 to the project.
6. Change Order No. 2 has been prepared for the additional bituminous paving quantities and additional final restoration work adding \$8,173.68 to the existing contract.
7. A budget amendment of \$8,500 allowing for the use of dedicated Parks and Recreation fund balance is necessary to provide for the final payment.
8. Subject to the budget amendment, the additional costs for this project can be financed out of the Parks and Recreation Capital Outlay Accounts:
 - Lemery Park Improvements 208-752-75600-975.112
 - Buck Creek Nature Preserve 208-752-75600-975.120

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Change Order No. 2 for additional bituminous paving quantities and additional final restoration as part of the Nature Preserve – Bike Path Restoration project in the amount of \$8,173.68.
2. Approve 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 January 20, 2014.

Heidi A. Isakson, Wyoming City Clerk

Attachments: Change Order No. 2

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: January 20, 2014

Budget Amendment No. 034

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$8,500 of budgetary authority to provide additional funding for the final payment of the Buck Creek/Lemery Park paved path improvement project per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation Fund</u>				
Parks and Recreation - Parks and Rec Facility - Capital Outlay Lemery Park Improvement/Equipment 208-752-75600-975.112	\$42,500	\$4,250		\$46,750
Parks and Recreation - Parks and Rec Facility - Capital Outlay Buck Creek Nature Preserve 208-752-75600-975.120	\$42,500	\$4,250		\$46,750
Fund Balance/Working Capital (Fund 208)				\$8,500

Recommended: 
Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2013-2014 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

CHANGE ORDER NO. 2

PROJECT: Nature Preserve – Bike Path Restoration
CONTRACTOR: A-1 Asphalt Inc.
CONTRACT DATE: March 4, 2013
DESCRIPTION: Final Quantities – Additional Bituminous and Restoration Quantities

Contract Amount Prior to Change Order No. 2	\$71,583.13
Increase Resulting from Change Order No. 2	<u>\$ 8,173.68</u>
Adjusted Contract Amount	\$79,755.81

CITY OF WYOMING

Heidi A. Isakson
City Clerk

Jack Poll
Mayor

RESOLUTION NO. _____

RESOLUTION TO APPROVE ADDITIONAL FUNDS FOR THE WORK AT
THE INTERSECTION OF HIGHWAY M-11 (28TH STREET) AND CLYDE PARK AVENUE
PERFORMED BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION

WHEREAS:

1. On September 17, 2012, City Council entered into an Agreement with the Michigan Department of Transportation for the reconstruction of the intersection pavement and mast arm signals at M-11 (28th Street) and Clyde Park Avenue in the amount of \$38,300.00.
2. The City – State Agreement was based upon costs in the engineer’s estimate.
3. During construction, multiple underground utility conflicts were encountered requiring the additional relocation of gas main and storm sewer increasing the City’s share of the construction engineering by approximately \$6,700.
4. The additional \$6,700 can be financed out of the Capital Improvement Program Fund, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves additional funds in the amount of \$6,700 to the Michigan Department of Transportation per the September 17, 2012, City-State Agreement for reconstruction of the M-11 (28th Street) and Clyde Park Avenue intersection and replacement of mast arm signals.
2. The attached budget amendment is approved.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 20, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
LICENSE AGREEMENT WITH AMERICAN MEDICAL RESPONSE (AMR)

WHEREAS:

1. The City of Wyoming and the American Medical Response (AMR) ambulance company have established complementary public safety missions.
2. The City of Wyoming and AMR seek to cooperate in the use of Fire Station #3, located at 2300 Gezon Parkway SW, to enhance the emergency response network for ambulance and medical response by maximizing the use of public facilities.
3. The City of Wyoming has developed a license agreement to define the roles and responsibilities between itself and AMR in the care and operations of Fire Station #3.
4. The license agreement shall commence January 27, 2014 through January 26, 2015.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby authorize the Mayor and City Clerk to enter into such an agreement with American Medical Response.

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 January 20, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Interdepartmental Correspondence
License Agreement

Interdepartmental Correspondence

TO: Curtis Holt – City Manager
FROM: Chief James E. Carmody
DATE: January 8, 2014
SUBJECT: AMR Use Agreement – Gezon Fire Station



Public Safety
Administration

Curtis;

Several weeks ago we proposed a number of initiatives for the Department of Public Safety. One of those initiatives involved the limited staffing of the Gezon Fire Station (Station #3) by both a paid on call team, and the periodic use of one of the apparatus bays by the American Medical Response (AMR) Company.

AMR deploys their ambulances through a system-status deployment process, where ambulances are assigned to take up a stationary position in a predetermined geographic area based on certain temporal issues. Such as, the frequency of calls in that area and what day and time they occur. As proof of this deployment application, quite often you will see an AMR ambulance sitting stationary in a parking lot somewhere along Gezon Parkway.

We have been in discussions with AMR regarding their use of one of the apparatus bays at Station #3 to stage their ambulance rather than have the crew sit idle in the ambulance exposed to the elements, and they have agreed to the concept. To be frank, they are extremely excited by the idea.

I have attached the draft of a use agreement for your consideration. This draft has received tentative approval from the Director of AMR, Mr. Dick Whipple, who is also currently working on an internal policy for his staff addressing the use of the facility.

I ask that you approve the draft and present it to City Council for their approval of your signature. If we can get the facility cleaned up and ready within the next few weeks, we should see an AMR ambulance running out of the Gezon Station by the end of January.

A handwritten signature in black ink, appearing to read 'James E. Carmody', written over a horizontal line.

Chief James E. Carmody
Director of Police and Fire Services

cc: Chief Austin
Capt. Snyder
Capt. Koster

HONOR - COURAGE - DUTY - TRUST

CITY OF WYOMING

AMERICAN MEDICAL RESPONSE (AMR) License Agreement

THIS USER AGREEMENT is entered into between the CITY OF WYOMING, of 1155 - 28th Street, S.W., Wyoming, Michigan, hereinafter referred to as the "City," and the American Medical Response, 517 South Division Avenue, Grand Rapids Michigan, 49503, hereinafter referred to as "AMR."

Preliminary Statement

The City is the owner of the property and facilities known as Fire Stations #3, located at 2300 Gezon Parkway SW, Wyoming, Michigan. AMR has requested the use of an apparatus bay inside of Fire Station #3 for the placement of one of its ambulance units as part of AMR's system status deployment. AMR recognizes the impact of its use of the apparatus bay and adjoining fire house facilities, as well as the daily maintenance needs of such facilities in order to ensure their continued physical integrity.

Agreement

In consideration of the mutual promises of the parties, they agree:

1. AMR shall have a nonexclusive revocable license agreement to use the following described property (the "premises"). Wyoming Department of Public Safety - Fire Station #3, 2300 Gezon Parkway SW, Wyoming, Michigan.
2. During the term of this agreement AMR may use the premises for the periodic placement of one of AMR's ambulance units only including and limited to, the following: one designated apparatus bay, the "day room" area and kitchen facilities located in the fire station, bathroom facilities, television, restrooms, water and hose facilities to wash the AMR equipment, floor mops and squeegees and daily cleaning materials. The parties acknowledge that the City is not affiliated with AMR nor does the City sponsor or control any AMR activities or programs.
3. This agreement commences January 27, 2014 and expires on January 26, 2015, at which time it shall be automatically renewed for successive one (1) year terms, unless either party delivers written notice of non-renewal to the other party not less than sixty (60) days before the expiration of the then current term. The City may revoke this agreement at any time for non-performance on AMR behalf. Should the City elect to revoke this agreement, AMR shall have a period of three (3) months from the date of written notice of revocation during which to remove any of AMR's personal property from the premises, subject to other conditions as listed herein.
4. All maintenance and improvements on the premises shall be completed in accordance with the City's plan as established by the Wyoming Parks and Recreation Departments staff, and City Council. Any variations from this plan will require the approval of the City. The City shall specifically provide facilities, approved by the Director of Police and Fire Services, or designee, appropriate to the intensity of the permitted use of the premises. AMR shall be responsible for reasonable housekeeping and light cleaning of areas following their use. Activities that exceed the prudent use (including attendance) of the facilities, including necessary parking, shall not be permitted.

5. The City of Wyoming shall maintain a level and standard of service reflective in all facility maintenance settings, including but not limited to parking, irrigation, landscaping, mowing, trash removal, and sanitary facilities.

6. The Director of Police and Fire Services, or a designated representative, shall periodically inspect the condition of the facilities. The purpose of such inspections is to identify what improvements will best serve the facility and the community.

7. AMR shall provide, as best as can be estimated, a schedule in advance to the City for its proposed use of the premises. At least monthly, AMR will provide a record of use containing the dates, times and personnel who used the facilities.

8. The City shall schedule other fire activity usage for the premises and reserves the right to schedule other activities that do not interfere with AMR activities on the submitted schedule. The City of Wyoming shall oversee facility use and scheduling.

9. AMR may not assign or in any manner transfer this letter of agreement. Specifically, AMR may use said premises and facilities for its activities only and may not permit any other organizations or persons to use said premises or facilities.

10. AMR shall operate said premises in compliance with the Code of the City or any other applicable laws, rules and regulations. If the City notifies AMR of any violations of this Agreement, AMR shall promptly remedy those violations.

11. AMR shall, at its sole expense, provide liability insurance to protect the City against all liability resulting or arising from the use of said premises and facilities naming the City as an additional insured. Said insurance shall be in the minimum amount of \$2,000,000.00 for combined single limit personal injury, bodily injury, and property damage. Said policy of insurance shall be submitted to the City for approval by the City Attorney before any use may be undertaken by AMR. AMR shall further show evidence of said insurance coverage to the City each anniversary dates thereof. Only one annual umbrella policy is required for all AMR use of City of Wyoming facilities.

12. AMR agrees to indemnify, defend and hold the City, its officers, agents and employees, harmless from all liability, claims and expenses, including but not limited to actual attorney's fees, arising out of activities under this agreement.

13. This Agreement contains the entire agreement between AMR and the City with regard to its subject matter, supersedes all previous agreements on this subject matter, and may be amended only in writing signed by both parties.

CITY OF WYOMING

Dated: _____, 2014

By _____
Jack Poll, Mayor

Dated: _____, 2014

By _____
Heidi A. Isakson, City Clerk

AMERICAN MEDICAL RESPONSE

Dated: _____, 2014

By _____
Authorized Signature

Dated: _____, 2014

By _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE
OF AN AIR FLOW TESTER AND RELATED EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report from the Director of Police and Fire Services, it is recommended the City purchase a Posi-Flow Air Flow Tester and related equipment from 5 Alarm Fire and Safety Equipment Inc. in the amount of \$10,500.00.
2. The purchase of the air flow tester and related equipment will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the air flow tester and related equipment in the amount of \$10,500.00.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.
3. The City Council does hereby approve 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 January 20, 2014.

ATTACHMENTS:

Budget Amendment

Staff Report

Interdepartmental Correspondence

Quote

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: January 8, 2014

Subject: Posi 3 Air Flow Tester

From: Chief James E. Carmody, Director of Police and Fire Services

Meeting date: January 13, 2014

Recommendation:

It is recommended that the Public Safety Department purchase the POSI-FLOW Air Flow Tester, software, regulator adapters / gauges and on-site install and training from 5 Alarm Fire and Safety Equipment Inc. This would facilitate the Fire Service to test and evaluate their Self Contained Breathing Apparatuses (SCBA's) which is required by law.

Sustainability Criteria:

Environmental Responsibility – This proposal will have no impact on the environment or our natural resources.

Social Equity – All Wyoming residents, visitors, and those that need Public Safety service can enjoy the benefit of properly working and tested fire equipment at the time of a fire emergency that requires our Fire Service to utilize SCBA's. Without this properly working and tested equipment we would not be able to assist those in need.

Economic Strength – The Fire Service currently has approximately 80 SCBA's either in use or set aside as spares. Efforts in the past to use other testers owned by neighboring fire department's proved to be impractical, due to the need to collect and transport the masks back and forth between fire departments. Not having the equipment in-house also prohibits a "quick fix" to a malfunctioning SCBA, due to the need to then transport the repaired equipment to a testing source. We have one Fire Service personnel trained in the maintenance; repair and testing of this equipment and to have the ability to test the SCBA equipment on site will save the City of Wyoming time and money.

Discussion:

See attached documentation.

Budget Impact:

This cost (\$10,500) is outside of the approved 2013-2014 Fire Services Budget and would require City of Wyoming Council approval to allocate the funds from the City's General Fund balance account.

Interdepartmental Correspondence

TO: Curtis Holt – City Manager
FROM: Chief James E. Carmody
DATE: January 6, 2014
SUBJECT: Fire Service Purchases



Public Safety
Administration

Curtis;

We have been working on a couple of items and/or services needed by the Fire Service. Two of these items were identified as critical needs by Fire Service and IT staff, and one is based on the efforts to reopen the Gezon fire station for use by AMR and eventually the paid-on-call team we will be deploying there by spring. I have attached the necessary support materials, but I felt it important to give you some background on these items and their prescribed purpose.

ITEM – 1: POSI-FLOW Air Tester.

COST: \$10,500.00

The Fire Service is required by law to test and evaluate their Self Contained Breathing Apparatuses (SCBA's), annually. Or, whenever the SCBA has been worked on to make adjustments or corrections. The fire service currently has approximately 80 SCBA's either in use or set aside as spares. Efforts in the past to use other testers owned by neighboring fire department's proved to be impractical, due to the need to collect and transport the masks back and forth between fire departments. Not having the equipment in-house also prohibits a "quick fix" to a malfunctioning SCBA, due to the need to then transport the repaired equipment to a testing source. When the Fire Service wrote a recent equipment grant, this item was included; however, it was later determined that this equipment did not qualify for the grant.

ITEM – 2: FIREHOUSE Software Update and Additional Modules **COST: \$7,495.00**

The Fire Service currently uses Firehouse software as a base-line records management package for fire call data collection. According to Paul Gerndt's memo, (attached) the existing software is in desperate need of updating. During the discussion on updating, we had fire personnel test some of the other modules that are offered with Firehouse and they recommended the additional modules for use (attached).

ITEM – 3: Gezon Fire Station Cleaning Service

COST: \$3,255.00

As we were preparing the Gezon Fire Station for occupancy by AMR and eventually a Paid-On-Call team, we conducted a thorough inspection of the facility. Although the interior was in better shape than we anticipated, it is in desperate need of a top-to-bottom cleaning. It has been suggested that fire personnel could be used to do the work, but their irregular schedule would prolong the process beyond our target dates for deployment of equipment.

HONOR - COURAGE - DUTY - TRUST

MEMO- Purchases (Contd.)

As a consequence, we requested two (2) estimates to clean the facility and bring it back to a point that we can maintain. We asked for an estimate from the current cleaning company that is contracted with the City and a separate quote from a company whose services the City has also used to professionally clean the carpets, furniture and floors. The above total reflects the individual quotes of \$1,750.00 from Alpine Janitorial to do an extensive cleaning of all offices and living-facility rooms, and \$1,505.00 from Modernistic Cleaning and Restoration to do the furniture, carpets and floors.

As you know, these costs (**Total - \$21,250.00**) are outside of the approved 2013-2014 Fire Service Budget and would require your approval, as well as that of City Council's, to allocate the funds from the City's general fund balance accounts. We are therefore requesting your approval and your recommendation to City Council for the same.

If you have any further questions or concerns, please feel free to contact me at your earliest convenience.



Chief James E. Garmody
Director of Police and Fire Services



FIRE AND SAFETY EQUIPMENT, LLC
PROTECTING AMERICA'S HEROES

350 Austin Circle
Delafield WI, 53018-2171
Phone: (262) 646-5911 Fax: (262) 646-5912
Toll-Free: (800) 615-6789
Web: www.Salarm.com

QUOTE

Number	136700-0
Quote Date	01/03/2014
Page	1

Bill to: WYOMING FIRE DEPARTMENT
WYOMING DEPT OF PUBLIC SAFETY
FIRE OPERATIONS
2300 DEHOOP AVE SW
GRAND RAPIDS, MI 49509

Ship to: WYOMING FIRE DEPARTMENT
1250 36TH STREET SW
MARTY SCHUMACHER
WYOMING, MI 49509-2825

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO	Wanted Date
6729		JEREMY WARR			01/03/2014
Entered By		Ship Via		Terms	
Joli Clark		UNITED PARCEL SERVICE		NET 10	
Quantity	U/M	Item #	Description	Price	Extension
Order	Ship	Back			
1	1	0	EA SPECIAL ITEM SV54562117 POSI 3	9270.0000	9270.00
1	1	0	EA SPECIAL ITEM SV545807 SOFTWARE	655.0000	655.00
1	1	0	EA OPTIONS: AC60010-PC REGULATOR, POSICHEK3 ADJUSTABLE, W/SCBA ADAPTORS, GAUGES (MAKES HANDLING/ TESTING SCBA FASTER & EASIER_ ADD: \$790.00	0.0000	0.00
1	1	0	EA SPECIAL ITEM INSTALL & TRAINING ON SITE	500.0000	500.00
SubTotal					10,425.00
SHIPPING & HANDLING					75.00
Total					10,500.00

**SHIPPING CHARGES EXTRA
PRICE GOOD FOR 30 DAYS OR UNTIL MFG. PRICE INCREASE.**

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL
FOR PROFESSIONAL CLEANING SERVICES

WHEREAS:

1. On November 19, 2013, the City Council approved Resolution number 24355 extending Alpine Janitorial Enterprises 2009 bid pricing for cleaning the 62A District Court, City Hall, Police, Library, Senior Center and Public Works Building through December 31, 2015.
2. As detailed in the attached Interdepartmental Correspondence from the Director of Police and Fire Services, Alpine Janitorial Enterprises and Modernistic Cleaning and Restoration provided the City with proposals to provide professional cleaning of the Gezon Fire Station in the combined total amount of \$3,255.00.
3. The professional cleaning services will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal for professional cleaning services from Alpine Janitorial Enterprises and Modernistic Cleaning and Restoration in the combined total amount of \$3,255.00.
2. The City Council does hereby approve 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 January 20, 2014.

ATTACHMENTS:

Budget Amendment

Interdepartmental Correspondence (2)

Proposals (2)

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: January 20, 2014

Budget Amendment No. 036

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$3,260 of budgetary authority to provide additional funding for cleaning of the Gezon Fire Station as per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
General Fund				
Fire - Buildings - Repairs and Maintenance 101-337-33800-930.000	\$39,000	\$3,260		\$42,260
Fund Balance/Working Capital (Fund 101)				\$3,260

Recommended: *Janet A. Smith*
Finance Director

Curtis Holt
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2013-2014 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

Interdepartmental Correspondence

TO: Curtis Holt – City Manager
FROM: Chief James E. Carmody
DATE: January 6, 2014
SUBJECT: Fire Service Purchases



Public Safety
Administration

Curtis;

We have been working on a couple of items and/or services needed by the Fire Service. Two of these items were identified as critical needs by Fire Service and IT staff, and one is based on the efforts to reopen the Gezon fire station for use by AMR and eventually the paid-on-call team we will be deploying there by spring. I have attached the necessary support materials, but I felt it important to give you some background on these items and their prescribed purpose.

ITEM – 1: POSI-FLOW Air Tester.

COST: \$10,500.00

The Fire Service is required by law to test and evaluate their Self Contained Breathing Apparatuses (SCBA's), annually. Or, whenever the SCBA has been worked on to make adjustments or corrections. The fire service currently has approximately 80 SCBA's either in use or set aside as spares. Efforts in the past to use other testers owned by neighboring fire department's proved to be impractical, due to the need to collect and transport the masks back and forth between fire departments. Not having the equipment in-house also prohibits a "quick fix" to a malfunctioning SCBA, due to the need to then transport the repaired equipment to a testing source. When the Fire Service wrote a recent equipment grant, this item was included; however, it was later determined that this equipment did not qualify for the grant.

ITEM – 2: FIREHOUSE Software Update and Additional Modules **COST: \$7,495.00**

The Fire Service currently uses Firehouse software as a base-line records management package for fire call data collection. According to Paul Gerndt's memo, (attached) the existing software is in desperate need of updating. During the discussion on updating, we had fire personnel test some of the other modules that are offered with Firehouse and they recommended the additional modules for use (attached).

ITEM – 3: Gezon Fire Station Cleaning Service

COST: \$3,255.00

As we were preparing the Gezon Fire Station for occupancy by AMR and eventually a Paid-On-Call team, we conducted a thorough inspection of the facility. Although the interior was in better shape than we anticipated, it is in desperate need of a top-to-bottom cleaning. It has been suggested that fire personnel could be used to do the work, but their irregular schedule would prolong the process beyond our target dates for deployment of equipment.

HONOR - COURAGE - DUTY - TRUST

MEMO- Purchases (Contd.)

As a consequence, we requested two (2) estimates to clean the facility and bring it back to a point that we can maintain. We asked for an estimate from the current cleaning company that is contracted with the City and a separate quote from a company whose services the City has also used to professionally clean the carpets, furniture and floors. The above total reflects the individual quotes of \$1,750.00 from Alpine Janitorial to do an extensive cleaning of all offices and living-facility rooms, and \$1,505.00 from Modernistic Cleaning and Restoration to do the furniture, carpets and floors.

As you know, these costs (**Total - \$21,250.00**) are outside of the approved 2013-2014 Fire Service Budget and would require your approval, as well as that of City Council's, to allocate the funds from the City's general fund balance accounts. We are therefore requesting your approval and your recommendation to City Council for the same.

If you have any further questions or concerns, please feel free to contact me at your earliest convenience.



Chief James E. Carmody
Director of Police and Fire Services

Interdepartmental Correspondence

TO: Captain Kim Koster
FROM: Sgt. Mark Easterly
DATE: December 18, 2013
SUBJECT: Professional Cleaning Services Proposal for Fire Station #3.



Administrative Services

We have received the following quotes for the professional cleaning of Fire Station #3. As you know, the station has been idle for a few years and has fallen into some disrepair. With the upcoming anticipated use of the station by members of the Fire Services On-Call personnel and AMR Ambulance Services, we would like to get the property completely cleaned. We also have included the small training building in our cleaning proposal.

We have asked the current City of Wyoming contract cleaning service, Alpine Janitorial Enterprises, to submit a proposal for a one time building cleaning. Their proposal includes:

- Every surface wiped down from the ceiling to the floors in every room with disinfectant cleaner
- Carpets to be vacuumed
- Kitchen to be cleaned
- All of the hard flooring surfaces to be damp mopped only.

TOTAL: \$1,750

For the flooring, we have contacted Modernistic Cleaning and Restoration upon the recommendation of the City of Wyoming Facilities Manager, Jeff Anderson. Modernistic proposes to deep clean all of the flooring in the two buildings. Their proposal includes:

- Cleaning all carpet throughout the facility
- Cleaning of the upholstered stacking chairs (60)
- Cleaning of office desk chairs (5)
- Deep cleaning of ceramic flooring
- Full strip and refinish of vinyl flooring

TOTAL: \$1,505

Full details of the proposals are attached to this departmental.

TOTAL COST: \$3,255

If accepted, we will schedule Alpine Janitorial first and then Modernistic. They are available to begin the work almost immediately and can more than accommodate our timelines. Please let me know how you wish to proceed.

A|E
ALPINE JANITORIAL
ENTERPRISES, INC
8541 Rolling Acres
Serving Upper and Lower Michigan
Rockford, MI 49341
Phone (616) 874-8880 Fax (616) 874-8864
Toll Free (866) 785-7340
24 Hour Toll Free Emergency (877) 697-4795
E-mail: alpinejanitorial@sbcglobal.net

PROPOSAL

December 16, 2013

RE: Gezon Street Fire Station
Attn: Mark Easterly

Subject: One time deep clean for Gezon Street Fire Station.

Dear Mark,
Alpine Janitorial Enterprises, Inc. agrees to clean the above facility per your request, a one time building clean. The rooms to be cleaned are the ones so specified per our walk through in early December 2013.

All equipment, cleaning supplies and chemicals will be furnished by Alpine Janitorial.

Everything will be wiped down, cleaned per request, carpets vacuumed, walls wiped down and cleaned with a disinfectant cleaner. Kitchen to be cleaned and all hard VCT floors to be swept and damp mopped only.

Total charge to complete the above special cleaning is ----- \$1,750

Thank you for the opportunity to quote on your facility. If you would like us to schedule the work, please let me know ASAP so that we may plan accordingly.

The entire clean should take 4-5 days.

Thank You,
Dan Belka
Vice President

Modernistic Cleaning & Restoration

821 Wakefield Street Plainwell, MI. 49080
Toll Free 1-800-627-5080 Fax 1-269-685-9796

Wyoming Fire Department # 3
12/06/13
2300 Gezon Parkway SW
Wyoming, MI. 49519

Modernistic is one of the best educated, full service cleaning companies in West Michigan. The following proposal is for floor cleaning services in the fire station and training center.

Carpet & upholstery cleaning services Cost of service

- Clean all carpeting throughout the facility. This includes all offices, the TV room, and the large community room. \$190.00
- Apply 3-M Scotchgard protection after cleaning, only if requested. \$60.00
- Cleaning of the upholstered stacking chairs in the community room. \$2.00
each
- Apply 3-M Scotchgard protection after cleaning, only if requested. \$1.00 each
- Cleaning of office desk type chairs. \$5.00 each
- Apply 3-M Scotchgard protection after cleaning, only if requested. \$2.00 each
- All entry mats included with this pricing.

Ceramic tile floor cleaning services

- Deep cleaning of all ceramic tile floors throughout the facility. This includes all hallways and restrooms, two restrooms in the training center, and one concrete floor maintenance room in the truck garage. \$375.00

Vinyl composition flooring

- Full strip and refinish of all vinyl composition floors throughout this facility. This includes the kitchen area and associated rooms and hallways. \$300.00
- Full strip and refinish of the vinyl composition floors in the training center. \$495.00

Modernistic offers additional cleaning services such as **air duct cleaning**.

All work will be arranged according to your schedule and needs. Our personnel and fleet are available 24 hours a day, 7 days a week.

Sincerely,

Russ Wendt – Business Development
rwendt@modernistic.net
616-893-3445

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR THE PURCHASE OF A
TELECOMMUNICATIONS SYSTEM AND TO AUTHORIZE THE MAYOR AND
CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report from the Water Plant Superintendent, proposals were accepted for a telecommunications system for the City of Wyoming Water Treatment Plant.
2. It is recommended the City Council accept the proposal from Black Box Network Services in the amount of \$37,825.97 which includes five year support services.
3. Funds for the telecommunications system are budgeted in the capital outlay account numbers 591-591-57300-984.017 and 591-591-55300-806.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the telecommunications system from Black Box Network Services.
2. The City Council does hereby authorize the Mayor and City Clerk to execute an agreement with Black Box Network Services.
3. The City Council does hereby authorize the City Manager to acknowledge acceptance of future renewals of the telecommunication system maintenance agreement with Black Box Network Services in accordance with budget authorization.
4. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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 January 20, 2014.

ATTACHMENTS:
Staff Report
WTP Phone System – Upgrade & Comparison
Proposal
Agreement

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: December 30, 2013
Subject: Water Plant Phone System Upgrade
From: Gerald Caron, Superintendent
Meeting Date: January 20, 2014

Recommendation:

It is recommended that the City Council authorize Black Box Network Services to provide a new telecommunications system for the City of Wyoming Water Treatment Plant. These services are described in the proposal attached dated November 13, 2013, at a cost of \$37,825.97 which includes five years of annual support.

Sustainability Criteria:

Environmental Quality – Approval of the Water Plant phone system upgrade does not significantly impact environmental quality.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or social economic status. All residents enjoy access to services provided by our water and wastewater utilities.

Economic Strength – The new phone system will reduce the annual cost for phone services resulting in better rates for our customers.

Discussion:

The Water Plant phone system is a Cisco VOIP system provided and supported by NeTech. We have been informed by NeTech that our current phone system is becoming unsupportable beginning in October of 2014. Our IT staff is already seeing problems with the system including Cisco servers locking up and becoming unstable.

With this in mind, the IT Department has requested cost proposals for upgrading the current Cisco system, and for replacing the Cisco system with a Shortel system. Shortel is the system that is currently being utilized in most of the other City facilities, including City Hall.

The proposals received were evaluated for both replacement costs of phones, servers, and software as well as annual support costs. The annual support costs were totaled over a five-year period to show the true cost of service for the phone systems. The costs are as follows:

Cisco/NeTech Upgrades & 5 Year Support Services	\$74,975.00
Shortel/Black Box Network Services & 5 Year Support Services	\$37,825.97

It is my recommendation, along with IT support, that we accept the proposal from Black Box Network Services for replacement of our VOIP phone system with the five year support services at a cost of \$37,825.97.

Budget Impact:

Adequate funds have been budgeted in the capital outlay account 591-591-57300-984.017 and 591-591-55300-806.000 for this project.

Attachment

cc: B. Dooley
P. Firestone

WTP Phone System – Upgrade and Comparison

Updated 11/20/2013

Summary

The Water Treatment Plant's Cisco VoIP phone system is becoming unsupportable, as reported by Cisco, on both the hardware and software platforms. In talking with Cisco/NeTech, the phone server hardware is "unsupportable" beginning in October of 2014. We are already seeing issues with the Cisco servers locking up and becoming unstable.

Goal of Upgrade

In looking at the Water Treatment Plant's phone system, we looked at two scenarios:

- **Scenario One:** Upgrade the current Cisco environment to the latest Cisco software and hardware
- **Scenario Two:** Removing/retiring the Cisco environment, and replacing it with the City standard ShoreTel phone system.

Costs of Each Solution – 5 Year Comparison

Phone System	Cost of Upgrade	Annual Support Costs	Other Costs	Total Annual Costs	TOTAL SYSTEM COST	Notes
ShoreTel - Year 1	\$32,175	\$1,130		\$33,305		Does not include wireless phones. Other possible savings include the Hudsonville Exchange Circuit costs?
ShoreTel - Year 2		1,130		1,130		
ShoreTel - Year 3		1,130		1,130		
ShoreTel - Year 4		1,130		1,130		
ShoreTel - Year 5		1,130		1,130		
ShoreTel Total System Cost Over 5 years					\$37,825	

Cisco – Year 1	\$33,520	7,416	(Informast) 875	\$41,811		Does not include additional costs for: 1) NeTech Support calls 2) Increasing Cisco Annual Support Costs
Cisco – Year 2		7,416	875	8,291		
Cisco – Year 3		7,416	875	8,291		
Cisco – Year 4		7,416	875	8,291		
Cisco – Year 5		7,416	875	8,291		
Cisco Total System Cost Over 5 years					\$74,975	



1287 Rankin Dr.
Troy, MI 48083
616.246.1320

City of Wyoming ShoreTel – Drinking Water Plant

Prepared for: Pat Firestone, IT Manager
City of Wyoming

Date: 11/13/2013

Proposal: B60768R1

Prepared by: Joe Chahine

Phone Number: 616.588.3397

Email Address: joe.chahine@blackbox.com

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Contact Information

END USER

Company Name:	City of Wyoming
Site Address:	1115 28th St., Wyoming, MI 49509
Primary Contact Name / Title:	Pat Firestone, IT Manager
Contact Address:	1115 28th St., Wyoming, MI 49509
Phone Number:	E-mail:

11/13/2013

City of Wyoming
Pat Firestone
1115 28th St., Wyoming, MI 49509
Wyoming, MI 49509

Dear Pat,

Enclosed please find Black Box Network Services' proposal to provide a new 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,

Joe M. Chahine
Joe Chahine
Black Box Network Services

Executive Summary

For City of Wyoming

Black Box Network Services 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

City of Wyoming 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 City of Wyoming 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 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 City of Wyoming'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 City of Wyoming 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-90

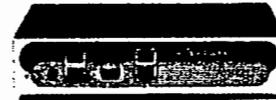
The ShoreGear-90 is designed for mid-sized offices supporting both IP and analog telephones with analog trunking (i.e. 30 IP users, 4 analog extensions and 8 analog trunks at the same time). In configurations with a requirement for high IP user density with analog trunking, two ShoreGear-90 voice switches 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.

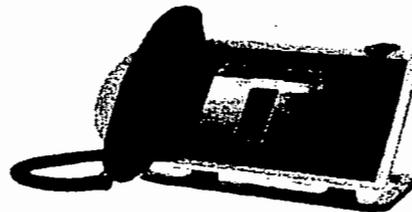
ShoreGear-T1k

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.



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 IP 265

The IP 265 is a six-line phone in a compact form factor with a crisp back-lit color display for knowledge workers with advanced requirements. It has eight feature keys and four soft keys for easy access to the rich ShoreTel feature set. A full duplex speakerphone and integrated headset jack are also standard.



Features

- 6 line
- 8 feature keys- Transfer; Conference; Hold; Intercom; Redial (History); Voicemail; Options; Directory
- High-resolution backlit color display- 320 x 240 pixels
- Full duplex 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; 802.3af PoE (standard), or local power (optional)
- Physical- 9.5 x 6.8 x 5.2 in / 24.1 x 17.3 x 13.2 cm; 2.1 lbs / 1.0 kg; Class 2 PoE (3.5 W idle / 5.9 W max); RJ45 uplink (to switch); RJ45 downlink (to computer); RJ22 handset port; RJ22 headset port (amplified)

ShorePhone IP 230

Ideal for the knowledge worker who relies on telephone communications, the IP 230 delivers a wealth of features including three line appearances, eight function keys, four soft keys and a headset jack.

Features

- 3 lines
- 8 feature keys
 - Transfer
 - Conference
 - Hold
 - Intercom
 - Redial (History)
 - Voicemail
 - Options
 - Directory
- 4 soft keys
- 24 character x 5 line display
- 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

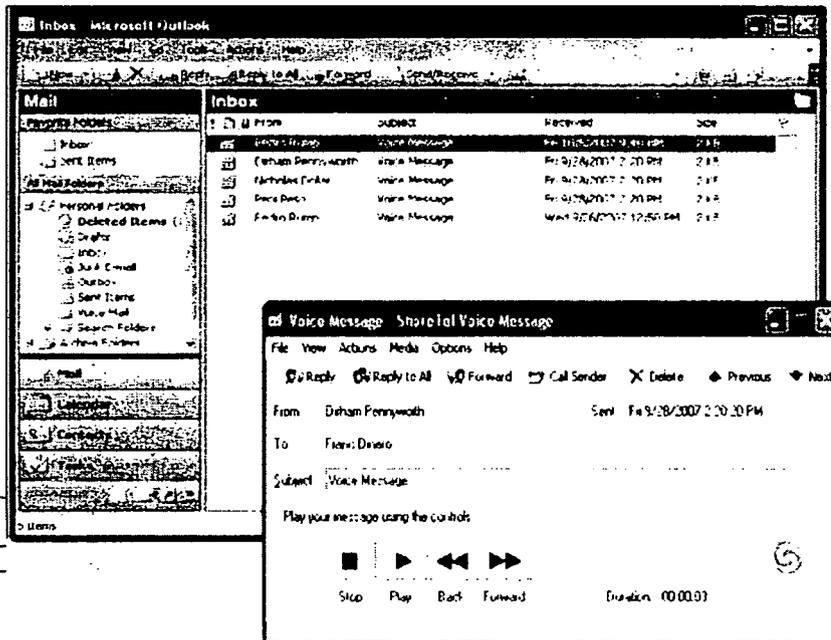
Unified Messaging

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.



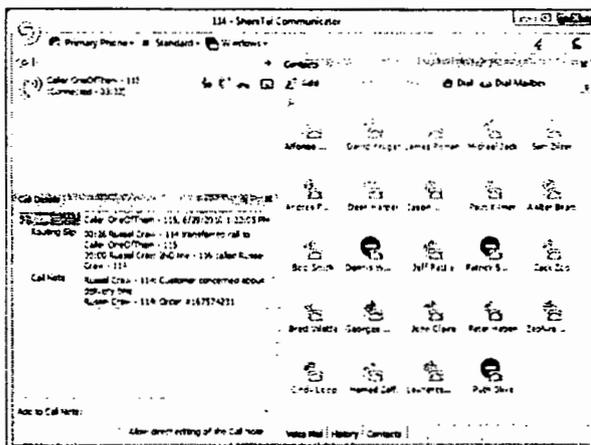
Initials:

11/13/2013

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 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 people 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

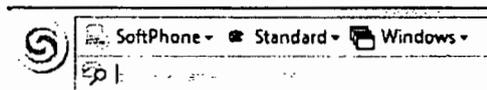
- Fully integrated application designed to meet the needs of all users
- Flexible and effective controls with a single interface designed to help streamline communications
- Tight integration with business processes
- Flexible deployment options including Web based and mobile devices
- One single interface 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 locked documents. Customers can submit and manage hardware replacement and technical support cases on-line.	The partner is provided access to the ShoreCare Web portal and locked documents. Partners can submit and manage hardware replacement and technical support cases on-line.	Only the public areas of the ShoreTel web site can be accessed.

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.

Black Box Deliverables

All equipment and services as detailed in the City of Wyoming 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 City of Wyoming with Carrier (Telephone Company) related discussions and ordering
- City of Wyoming database collection by a System Design Specialist (SDS).
- Physical assembly, loading of software and any necessary patching updates
- Installation of all equipment at City of Wyoming site.
- Programming of the equipment according to City of Wyoming 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.

City of Wyoming 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.

Lead Technician – The Lead Technician is an International Brotherhood of Electrical Workers (IBEW) union Journeyman that will direct our team of technicians that will perform the on-site installation. The Lead Technician and other members of the team have gone through a rigorous five (5) year training program to achieve the status of Journeyman. Hundreds of thousands of dollars have also been invested in manufacturer training and certification of these technicians.

City of Wyoming 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 City of Wyoming's 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 City of Wyoming Site Contact will then jointly prioritize the approved change request, schedule the changes, and assign it to the project teams for implementation.

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 City of Wyoming 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 City of Wyoming 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 City of Wyoming 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 City of Wyoming 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's 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.

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

Projected Cutover Date:

Jan 17, 2014

Pricing excludes taxes and is valid until 12/13/2013.

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>	<u>Unit Sell</u>	<u>Ext Sell</u>
ShoreTel				
2	10223	Kit, rack mounting tray, for ShoreGear Switch	\$64.63	\$129.26
2	10260	ShoreGear 90	\$2,037.68	\$4,075.36
1	10322	ShoreGear T1k	\$2,377.86	\$2,377.86
40	30035	Extension & Mailbox License	\$136.07	\$5,442.80
14	30039	Extension-only License	\$95.25	\$1,333.50
1	30044	Additional Site License	\$336.78	\$336.78
54	40005	ShoreWare Personal Communicator	\$0.00	\$0.00
45	10196	ShorePhone IP230 - Black	\$176.21	\$7,929.45
8	10211	IP212K/230/265 Wall Mount Kit	\$8.84	\$70.72
5	10217	ShorePhone IP115 - Black	\$108.18	\$540.90
5	10195	IP110 / IP115 / BB24 Wall Mount Kit	\$8.84	\$44.20
1	10219	ShorePhone IP265 - Black	\$251.05	\$251.05
4	10304	ShoreTel Voice Mail Quick Reference, Doc. Pack, Qty 25	\$6.80	\$27.20
1	10313	ShoreTel 115 IP Phone Quick Reference, Doc. Pack, Qty 25	\$6.80	\$6.80
1	10316	ShoreTel 265 IP Phone User Guide, Doc. Pack, Qty 25	\$85.04	\$85.04
3	10331	ShoreTel 230G IP Phone Quick Reference, Doc. Pack, Qty 25	\$6.80	\$20.40
3	10401	Satellite microphones for ShoreTel IP Phone 655, Qty 2	\$132.67	\$398.01
3	10429	ShorePhone IP655 W/Anti-Glare (Requires ShoreTel 11.1 or later)	\$509.59	\$1,528.77
Miscellaneous				
1	OHP 6000	MP3 Digital On-Hold Audio Player for PBX and Key Phone Systems	\$389.96	\$389.96
1	Total-Expenses	Black Box Professional Service Expenses	\$1,602.56	\$1,602.56
1	MDF	MDF materials	\$57.64	\$57.64
Services				
94151		Partner Support (5 Year, No Phones)	\$5,652.10	\$5,652.10
Labor-Total		Installation, Design, and Training Phone/voicemail set training for 21 users 3 classes, 1 hr/class, max 10 attendees/class Personal call manager training for 21 users 3 classes, 1 hr/class, max 10 attendees/class	\$6,092.31	\$6,092.31

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>	<u>Unit Sell</u>	<u>Ext Sell</u>
1	STD Shipping	Shipping		
		Estimated Shipping Charges	\$265.82	\$265.82
		Discounts		
		System Discount	-\$832.52	-\$832.52
		TOTAL PRICE (not including taxes)		\$37,825.97

APPROVED:

Black Box Network Services

By: _____

Title: _____

Date: _____

APPROVED:

City of Wyoming

By: _____

Title: _____

Date: _____

PROPOSAL ACCEPTANCE

Acceptance

City of Wyoming ShoreTel-Drinking Water Plant

Bid #: B60768R1

- Base Bid - \$37,825.97

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

Acceptance by:

Name: _____

Please print or type name

Signature

Accepted this ____ day of _____, 2014

Accept this proposal by signing above and faxing to:

Black Box Network Services
Michigan Operations
Joe Chahine
Phone: 616.588.3397
Fax: 616.475.0538
Email: joe.chahine@blackbox.com

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO KAMMINGA & ROODVOETS, INC.
FOR PAVEMENT REPAIR RELATED TO THE 54 INCH TRANSMISSION MAIN

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended that the City Council authorize payment to Kamminga & Roodvoets, Inc. for additional pavement repair necessary at the intersection of New Holland Road and Butternut Drive related to the 54 inch transmission main repair in the amount of \$5,925.50.
2. The pavement repair will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize payment to Kamminga & Roodvoets, Inc. for pavement repair related to the 54 inch transmission main in the amount of \$5,925.50.
2. The City Council does hereby approve 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 January 20, 2014.

ATTACHMENTS:
Budget Amendment
Staff Report
Invoice

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: January 20, 2014

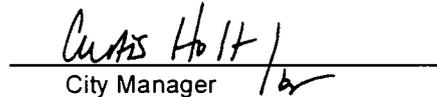
Budget Amendment No. 035

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$6,000 of budgetary authority to provide additional funding for extra cost of additional pavement repair related to the 54 inch transmission main repair as per attached staff report.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
Water Fund				
Water Utility - T and D Pipeline to Gezon - Repairs and Maintenance 591-591-56300-930.000	\$31,000	\$6,000		\$37,000
Fund Balance/Working Capital (Fund 591)				\$6,000

Recommended: 
Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2013-2014 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

STAFF REPORT

Date: January 7, 2014
Subject: 54-inch Transmission Main Joint Repair
From: Gerald Caron, Superintendent
Meeting Date: January 20, 2014

Recommendation:

It is recommended that the City Council authorize payment to Kamminga & Roodvoets, Inc. (K&R) \$5,925.50 for additional pavement repair at the intersection of New Holland Road and Butternut Drive related to the 54 inch transmission main repair. The total cost of the transmission main joint repair with the additional cost is \$29,815.50.

Sustainability Criteria:

Environmental Quality – By repairing the joint on the 54-inch transmission main, we are helping to ensure that the City of Wyoming and its customers have safe drinking water and fire protection.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or social economic status. All residents enjoy access to services provided by our water and waste water utilities.

Economic Strength – By soliciting proposals from qualified firms to perform this repair the Utilities Department is insuring that we get the best value for this necessary service. This results in the lowest rate possible for our residents and customers.

Discussion:

On October 21, 2013, the City Council authorized K & R to repair a damaged joint on the 54-inch transmission main located at the intersection of New Holland Road and Butternut Drive. The cost for the repair was quoted at \$23,890.00. Repairs were completed in early November.

As part of the repairs, K & R was required to replace the pavement which was removed from the intersection. During the investigation of the pipeline and prior to the permanent repair a larger area of the pavement was removed. That area was subsequently patched while we waited for the opportunity to repair the joint following the summer pumping season. The proposal from K&R was to cut out a small area of the patch to minimize the amount of pavement that needed to be restored. The inspector from the Ottawa County Road Commission required the entire patched area to be replaced, to minimize joints in the road. This resulted in the need for more asphalt and an increase in cost to the project of \$5,925.50.

Our recommendation is to authorize payment to K & R for the extra cost of the larger road repair as required by the Ottawa County Road Commission.

Budget Impact:

We will require a budget amendment of \$6,000.00 from working capital to 591-591-56300-930.000 to cover this additional cost.

cc: B. Dooley



KAMMINGA & ROODVOETS, INC.
 3435 Broadmoor SE
 Grand Rapids, MI 49512
 (616)949-0800

Regular Invoice

Bill To: 275
 CITY OF WYOMING
 WATER TREATMENT PLANT
 ATTN: MARY MARCHWINSKI
 16700 NEW HOLLAND
 HOLLAND, MI 49424

Ship To: *SAME*

Invoice No. - 110365

Due Date	Project Number	Reference	Terms	
12/31/13	11340		Net 30 Days	
Description	Quantity	U/M	Unit Price	Ext. Price
ADDED PAVEMENT REPAIR	1.0000	LS	5,925.5000	5,925.50

Materials & Services Subtotal \$5,925.50
 Sales Tax \$0.00
 Freight \$0.00
 Other Amounts \$0.00

Please remit payment to:
 KAMMINGA & ROODVOETS, INC.
 3435 Broadmoor SE
 Grand Rapids, MI 49512

Invoice Total \$5,925.50

LATE PAYMENT SUBJECT TO
 1-1/2% MONTHLY FINANCE CHARGE

Net Invoice Total \$5,925.50

ORDINANCE NO. 1-14

AN ORDINANCE TO ADD SECTION 50-170 TO
THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 50-170 to the Code of the City of Wyoming to read as follows:

Sec. 50-170. Begging and Soliciting.

(a) The following words, terms and phrases, when used in this section, shall have the meaning provided below, except where the context clearly indicates a different meaning:

Accosting means approaching or speaking to a person in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon his person, or upon property in his immediate possession.

Ask, beg or solicit means and includes, without limitation, the spoken, written or printed word or such other acts as are conducted in furtherance of the purpose of obtaining donations.

Forcing oneself upon the company of another means continuing to ask, beg or solicit from a person after that person has made a negative response, blocking the passage of the individual addressed, or otherwise engaging in conduct which could reasonably be construed as intended to compel or force a person to accede to demands.

(b) It shall be unlawful for any person to solicit money or other things of value:

(1) On private property if the owner, tenant or lawful occupant has asked the person not to solicit on the property or has posted a sign clearly indicating that solicitations are not welcome on the property;

(2) Within 15 feet of the entrance to or exit from any public toilet facility;

(3) Within 15 feet of an automated teller machine, provided that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility;

(4) Within 15 feet of any pay telephone, provided that when a pay telephone is located within a telephone booth or other facility, such distance shall be measured from the entrance or exit of the telephone booth or facility;

(5) Within any public transportation vehicle, or within 15 feet of any bus stop, taxi stand or rapid transit stop;

(6) From any operator of a motor vehicle that is being operated on a public street; provided however, that this subsection shall not apply to services rendered in connection with

emergency repairs requested by the owner or passengers of such vehicle;

(7) From any person who is waiting in line for entry to any building, public or private, including, but not limited to, any residence, business or athletic facility; or

(8) Within 15 feet of the entrance or exit from a building, public or private, including, but not limited to, any residence, business or athletic facility.

(c) It shall be unlawful for any person to solicit money or other things of value by:

(1) Accosting another; or

(2) Forcing oneself upon the company of another.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2014.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2014.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 1-14

MEMORANDUM

TO: Wyoming City Council

FROM: Jack R. Sluiter
Wyoming City Attorney

DATE: January 3, 2014

RE: Soliciting/Begging Ordinance

As Council is aware the City of Wyoming along with other local communities in the area have an increasing problem with “panhandling” or solicitation of funds in public places by persons alleging to be unemployed, disabled, veterans etc. The typical ordinance as well as the state statute regulating begging or soliciting in public places was declared unconstitutional by the United States District Court for the Western District of Michigan in August of 2012. Following that decision, the problems with soliciting, particularly adjacent to public streets became a much more significant problem. I have recently attended a meeting with the local city attorneys at which we discussed an attempt to have a relatively uniform ordinance regulating begging or soliciting in public places. The City of Kentwood has enacted an ordinance which has already been challenged and upheld by the Kent County Circuit Court. At this point they are actively enforcing this ordinance.

It was the consensus of local attorneys that we should attempt to have ordinances which are, to the greatest extent possible, uniform in regulating this type of activity. As of this point in addition to Kentwood, the other core cities are in the process of reviewing this type of ordinance to bring to their respective councils. I have prepared the attached ordinance for consideration at the January 13 Work Session.

It is important to remember in considering this ordinance that in order to avoid a constitutional challenge to the ordinance based upon a “equal protection” argument, it is necessary to apply the bans against solicitation to all persons and/or organizations. For example, in order to prohibit begging or other solicitation by the “sign holders” which we all see, it would also be necessary to apply this to any person or organization attempting to solicit funds which would be in violation of this ordinance even if they are legitimate organizations. I can discuss this further at the work session.

cc: Curtis Holt
Chief Carmody
Heidi Isakson

ORDINANCE NO. 2-14

AN ORDINANCE TO AMEND SECTION 50-63
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 50-63 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 50-63 Harassing Communication

(a) It shall be unlawful for any person by the use of a telephone, to do or perform any of the following:

- (1) Disturb the peace, quiet, or privacy of any person or family by repeated and continued calls intended to harass or disturb the person or family to whom the calls are made;
- (2) Use obscene or offensive language, or suggest any lewd or lascivious act;
- (3) Attempt to extort money or anything of value from the person or family;
- (4) Threaten any physical violence or harm to any person or family; or

(b) It shall be unlawful for any person by use of electronic communication to do or perform any of the following:

- (1) Disturb the peace, quiet, or privacy of any person or family by repeated and continued communications intended to harass or disturb the person or family to whom the communications are made;
- (2) Use obscene or offensive language, or suggest any lewd or lascivious act;
- (3) Attempt to extort money or anything of value from the person or family;
- (4) Threaten any physical violence or harm to any person or family; or

(c) For purposes of this section, “electronic communication” means the origination, emission, dissemination, transmission, or reception of data, images, signals, and sounds. “Electronic communication” includes, but is not limited to:

- (1) Electronic mail;

- (2) Internet-based communication;
- (3) Pager service;
- (4) Electronic text message.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2014.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2014.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 2-14

MEMORANDUM

TO: Wyoming City Council

FROM: Jack R. Sluiter
Wyoming City Attorney

DATE: January 3, 2014

RE: Ordinance Amendment Harassing/Threatening Communications

The City Code has long contained a provision which prohibits a party from using the telephone to harass, threaten or take certain other actions regarding the recipient of the telephone communication. Unfortunately, that ordinance has now been rendered somewhat irrelevant by advances in technology which allow the same types of activities using social media and other similar electronic communications.

We have long prosecuted people for making threats or harassing people with the phone. We would now like to attempt to control some of these activities using the internet and other electronic communications. We have found that many of the assaults and other crimes which we prosecute have started with Facebook and other electronic communications. This is particularly true among students and younger adults.

I have prepared the attached ordinance to amend our ordinance regarding Harassing Communications to include electronic communications. I would like to discuss this with the Council at the January 13, 2014 Work Session.

cc: Curtis Holt
Chief Carmody
Heidi Isakson