

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JULY 16, 2012, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Tom Bos, Newhall Community Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of July 2, 2012
- 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. Kent District Library 2011 Annual Report, presented by Lance Werner, KDL Director, Lori Holland, Wyoming Branch Manager and Vickie Hoekstra, KDL Board Member
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**
- 15) Resolutions**
 - a) To Authorize Asset Works to Perform Additional Work on the Motor Pool Fleet Management System
 - b) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - c) To Contract with Nederveld Associates to Provide Professional Planning Services in the Development of the Turn-On 28th Street Zoning Code
 - d) To Accept a Proposal for Software & Software Support Services
 - e) To Accept a Quotation for the Purchase of a GPS System
 - f) To Accept a Quotation for Software License Renewals
 - g) For Award of Bid
 1. Police Department Uniform Clothing Items
- 17) Ordinances**
- 18) Informational Material**

- 19) Acknowledgment of Visitors**
- 20) Closed Session** (as necessary)
- 21) Adjournment**

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE ASSET WORKS TO PERFORM
ADDITIONAL WORK ON THE MOTOR POOL FLEET MANAGEMENT SYSTEM

WHEREAS:

1. On June 4, 2012, the City Council authorized Asset Works to create a new computer software interface between the Motor Pool Fleet Management System and Wyoming's financial system.
2. Asset Works has since determined that additional work is required to insure the new interface operates correctly as identified on the two attached change order forms.
3. Said additional work will cost \$7,800.
4. Sufficient funds have been appropriated in the Motor Pool Operations Account, 661-441-58200-806.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby authorizes Asset Works to perform said additional work at a cost of \$7,800.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Change Order Form

STAFF REPORT

DATE: July 11, 2012
SUBJECT: Authorization for Additional Work by Asset Works
FROM: William D. Dooley, Director of Public Works
Date of Meeting: July 16, 2012

RECOMMENDATION

The Public Works Department recommends that the City Council authorize Asset Works to perform additional work on the motor pool fleet management system as identified on the two attached change order forms.

SUSTAINABILITY CRITERIA

Environmental Quality

This additional work has no environmental impact.

Social Equity

This additional work benefits all of the citizens of Wyoming equally.

Economic Strength

This additional work will continue to improve the accountability and efficiency of the motor pool operations.

DISCUSSION

On June 4, 2012, the City Council authorized Asset Works to create a new interface between the motor pool's fleet management system and the finance department's accounting system at a cost of \$10,920.

In the process of completing the new interface, Asset Works determined that additional work was required in order for the interface to work properly. The additional work will cost \$7,800.

BUDGET IMPACT

Sufficient funds are available in the Motor Pool Operations Account, 661-441-58200-806.000.

Change Order Initiation			
Task Title	Add original costs to Billing Interface Transactions	Task Request #:	001
Date Submitted:	6/28/2012	Date Required by:	7/3/2012
Submitted by:	Susie Wade	Contact Phone:	858-866-9044
Description:	Billing Interface to include the original cost and the final "marked-up" costs for all Labor, Parts, Commercial and Fuel transactions.		

Budget/Project Impact Evaluation			
Project Manager:	Susie Wade	Date:	6/28/2012
Change of Scope?	Yes		
Description	Add the option of capturing the original cost of all Labor, Parts, Commercial and Fuel transaction in the billing interface along with the final transaction costs.		
Technical Consultant:	Julie Tomblin	Date:	6/28/2012
Summary of Work Effort Change:	Create a "Historical_transaction" table that will store the following fields: x_datetime_insert, x_user_insert, row_id, table_id, table_row_id and original transaction cost. When a parts, labor, commercial or fuel transaction is posted in the FASuite software the above data will be written to the "Historical_transaction" table. When the interface pulls the labor, parts, commercial and fuel transactional records with the final costs ,including markups, from the FASuite tables (lab_main, ptd_main, cml_main, ftk_main) into the custom "Wyoming_billing" table the original cost will be pulled from the "Historical_transaction" table. Data in the "Historical_transaction" table will remain intact until Wyoming deletes the records in case Wyoming decides to run the billing interface for a prior time period.		
Acceptance			

As of the date below, **Wyoming, MI** acknowledges the scope of this work on this task to be necessary for a successful implementation. Any further effort requested will be evaluated and managed as a separate task order.

List of New or Changed Tasks - Actual						
Task ID	New ?	Description	Budget	Est. Fee	Total Chg	Cost Change
1	Y	Add Original Cost to all transaction in Billing Interface	0	\$1,560.00	\$1,560.00	\$1,560.00
Totals						\$1,560.00
Customer Authorized Representative:						
Signature:				Date:		
AssetWorks Authorized Representative:						
Signature:				Date:		

Change Order Initiation							
Task Title	Custom Billing Report			Task Request #:	002		
Date Submitted:	7/10/2012			Date Required by:	7/16/2012		
Submitted by:	Susie Wade			Contact Phone:	858-866-9044		
Description:	Create custom billing report. Data for the report will come from the Wyoming_Billing table that is populated via the billing interface.						
Budget/Project Impact Evaluation							
Project Manager:	Susie Wade			Date:	7/10/2012		
Change of Scope?	Yes						
Description	Addition of custom billing report.						
Technical Consultant:	N/A			Date:	7/10/2012		
Summary of Work Effort Change:	<ul style="list-style-type: none"> • Project management and planning • Finalize report specification • Develop and test report • Support installation and remote testing of report <p>Wyoming resources will work with AssetWorks to provide detailed requirements.</p> <p>AssetWorks will make every effort to accomplish the report requirements specified by Wyoming using functionality available in Crystal Reports.</p> <ul style="list-style-type: none"> • Costs are for a fixed fee project • All work will be performed remotely 						
Acceptance							
As of the date below, Wyoming, MI acknowledges the scope of this work on this task to be necessary for a successful implementation. Any further effort requested will be evaluated and managed as a separate task order.							
List of New or Changed Tasks - Actual							
Task ID	New ?	Description	Budget	Fee	Total Chg	Cost Change	
2	Y	Create Custom Billing Report	0	\$6,240.00	\$6,240.00	\$6,240.00	
Totals						\$6,240.00	
Customer Authorized Representative:							
Signature:				Date:			
AssetWorks Authorized Representative:							
Signature:				Date:			

RESOLUTION NO. _____

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

WHEREAS

1. Resolution number 23428, dated October 19, 2009, was adopted by the City Council for the City of Wyoming, approving an Employment Contract between the Wyoming City Employees Union and the City of Wyoming.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to change the classifications of Parks Technician I, II and III to Parks and Facilities Technician I, II and III and to delete the classification of Crew Leader (Parks) as shown on the attached memorandum.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the aforementioned amendments to the Wyoming City Employees Union Classification and Salary Schedule.

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

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

ATTACHMENT:
Memorandum
Memorandum of Understanding

Heidi A. Isakson, Wyoming City Clerk

MEMORANDUM Human Resources
City of Wyoming

TO: Curtis Holt, City Manager
FROM: Rebecca Rynbrandt, Director of Community Services
Kimberly Oostindie, Director of Human Resources
DATE: June 19, 2012
RE: Parks and Facilities Merge

As you are aware, we have been in discussions to merge the Facilities Department with the Parks and Recreation Department. This comes after a detailed review of the departments as we continue to explore ways to consolidate services. The merge will require the Wyoming City Employees Union Classification and Salary schedule to be updated and we request this be placed on the City Council July 9, 2012 worksession.

With the merge, the classifications of Parks Technician I, II and III will be changed to Parks and Facilities Technician I, II and III, and the Crew Leader (Parks) classification will be deleted. The ranges for the updated classifications are the same as the current ranges for the Parks Technician I, II and III and are shown below. There is no employee in the Crew Leader (Parks) classification and there is no longer a need for the classification.

	<u>Hourly</u>		<u>Annual</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
G37 Parks and Facilities Technician I	\$17.58	\$21.93	\$34,738	\$43,334
G43 Parks and Facilities Technician II	\$18.77	\$23.31	\$37,090	\$46,061
G47 Parks and Facilities Technician III	\$19.69	\$24.30	\$38,907	\$48,017

Article VI, Section 2 of the collective bargaining agreement states

For Utility Plant Operators, Meter Service Personnel, Evidence Technicians and Parks Maintenance employees, the Employer may schedule a work week other than Monday through Friday. Parks Department cannot implement other work weeks until both of the following have occurred:

- (1) *Additional employees are hired into the Parks Department after June 30, 1999, or there are voluntary transfers to the Parks Department from other departments within the City; and*
- (2) *July 1, 2000.*

Dates for other work weeks for Parks Department employees will be limited to May 1st through October 1st of each year. If any employee from the Parks Department who was hired before July 1, 1999 is transferred from the Parks Department because of economic considerations and is later allowed to transfer back to the Parks Department, that employee(s) shall not be considered a voluntary transfer.

The employees will be subject to the same conditions under which they were hired, in that, if they were hired without being subject to an alternate work week, they will continue to not be subject to an alternate work week after the merge and if they were hired under the alternate work week provision, they will continue to be subject to the alternate work week.

Attachment: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

RE: Parks and Facilities Technician I, II and III

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

1. Effective July 23, 2012, the classifications of Parks and Facilities Technician I, II and III are added to the bargaining unit.

2. The classifications of Parks and Facilities Technician I, II and III are placed at the following ranges of the Classification and Salary Schedule in effect for bargaining unit employees:

Parks and Facilities Technician I	Range G37
Parks and Facilities Technician II	Range G43
Parks and Facilities Technician III	Range G47

3. The classifications of Parks Technician I, II and III and Crew Leader (Parks) are deleted from the Classification and Salary Schedule in effect for bargaining unit employees.

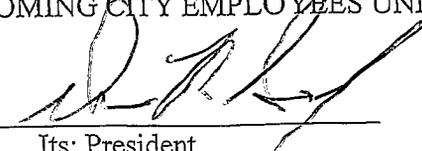
4. Chad VanHaitsma, Mike Zomberg, Tim Montgomery and Victor Trevino were not hired under the alternate work week provision of the Collective Bargaining Agreement and will not be subject to the alternate work week unless they leave the Parks and Recreation Department and/or the City and return to the department voluntarily.

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

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

By: _____
Its: City Manager

By: 
Its: President

Date: _____

Date: 6-18-2012

RESOLUTION NO. _____

A RESOLUTION TO CONTRACT WITH NEDERVELD ASSOCIATES TO PROVIDE PROFESSIONAL PLANNING SERVICES IN THE DEVELOPMENT OF THE TURN-ON 28TH STREET ZONING CODE

WHEREAS:

1. The Wyoming City Council and Planning Commission have adopted the Turn-on 28th Street Subarea Plan as an amendment to the City of Wyoming Land Use Plan 2020, as per the requirements of the Michigan Planning Enabling Act 33 of 2008.
2. The City must adopt a new Zoning Code for the Turn-on 28th Street Subarea to implement the Plan's vision to redevelop and reinvigorate this area of significant community importance.
3. The City solicited proposals from professional planning firms to develop the Zoning Code. The three respondents were subsequently interviewed and assessed, with a consultant recommendation forwarded to the Turn-on 28th Street Steering Committee.
4. In concurrence with the interview committee, it is the unanimous recommendation of the Turn-on 28th Street Steering Committee that Nederveld Associates will provide the professional planning expertise and community engagement process, within the programmed budget, to deliver the desired service.
5. Project funds of \$25,000 are available, with \$12,500 from the Downtown Development Authority account 995-000-72800-801.000, \$7,5000 from the Planning Department account number 101-400-40000-801.000 and \$5,000 from the Community Development account reserved for professional services related to zoning 256-400-17513-801.001.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the City Manager to enter into the professional planning service contract with Nederveld Associates to develop the new Zoning Code for the Turn-on 28th Street Subarea.

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:

Resolution No. _____

STAFF REPORT

Date: July 11, 2012

Subject: City Council authorization to hire Nederveld Associates for professional planning services to develop the Turn-on 28th Street Zoning Code

From: Timothy Cochran, City Planner

Cc: Barb Van Duren, Deputy City Manager
Rebecca Rynbrandt, Community Services Director

Meeting Date: July 16, 2012

RECOMMENDATION:

It is recommended that the City Council authorize a contract to hire Nederveld Associates for professional planning services to develop the Turn-On 28th Street Zoning Code.

SUSTAINABILITY CRITERIA:

Environmental Quality – The development of a new Zoning Code for this area of 28th Street is essential to implement the vision of the community driven Turn –on 28th Street Subarea Plan, which seeks to revitalize the struggling commercial corridor into a vibrant mixed use district. It is anticipated that obsolete properties will be gradually replaced with new sustainable developments that will be guided by the proposed Zoning Code.

Social Equity – The proposed Zoning Code will direct the redevelopment of this area to accommodate a wide range of commercial, office, educational and housing structures. This dynamic mix will provide ongoing and extensive opportunities for developers, shoppers, students and residents as this area emerges.

Economic Strength – The redevelopment of this area to a commercial mixed use center is essential to reinvigorating the 28th Street corridor, maintaining the health of adjoining neighborhoods, and uplifting our community image.

DISCUSSION:

Since June 2010, the City of Wyoming has been engaged in developing a new vision for the struggling 28th Street corridor. That vision, the Turn-on 28th Street Subarea Plan, was subsequently adopted by the Planning Commission on February 21, 2012 and the City Council on March 5, 2012. The Plan establishes a new direction for the redevelopment of a one-mile section of 28th Street into a viable, economically vibrant, sustainable, and mixed use district. To implement the Plan, the City must significantly amend the existing Zoning Code to establish new standards for building placements, greenbelts, private streets, signage and land uses within this district. We anticipate that the new Zoning Code will incorporate form based code elements.

The Turn-on 28th Street FBC Committee recently solicited proposals from professional planning firms to assist the City, impacted property owners, and citizens, to engage in developing the new Zoning Code. Three firms submitted proposals, with all three interviewed. After initial evaluation by the interview committee, then review by the full Committee, it is their unanimous recommendation to hire the firm of Nederveld Associates to provide these consulting services. Nederveld will work with Williams & Works. These firms partnered to be the primary consultants in the development of the Turn-on 28th Street Subarea Plan. Their combination of professional expertise, involved public engagement process, knowledge of the project and community, and adherence to the planned budget, make them the Committee's definitive choice. Although not the deciding factor, Nederveld Associates was also the lowest of the three bidders.

BUDGET IMPACT:

Project funds of \$25,000 are available, with \$12,500 from the Downtown Development Authority account 995-000-72800-801.000, \$7,5000 from the Planning Department account number 101-400-40000-801.000 and \$5,000 from the Community Development account reserved for professional services related to zoning 256-400-17513-801.001.

Reviewed and recommended by:


Rebecca Rynbrandt

CONTRACT FOR PROFESSIONAL SERVICES

City of Wyoming for the
Turn On 28th Street Subarea Plan Form Based Code

CLIENT Name: City of Wyoming
CLIENT Address: 1155 28th Street
Wyoming, Michigan 49509

The City of Wyoming and Nederveld, Inc agree that Nederveld, Inc will perform the services described below. This contract shall become effective _____, and services covered by it will be performed in accordance with the provisions included within this form and any attachments or schedules thereto.

SCOPE OF NEDERVELD, INC SERVICES: As specified in the following attachments:

Attachment A: *Approach Plan and Scope of Services*

NEDERVELD, INC COMPENSATION: Fixed Fee of \$25,000, including all reimbursable expenses as specified in the following attachments:

Attachment B: *Project Budget*

NEDERVELD INC SUBCONTRACTORS: Nederveld will be utilizing the following subcontractors on this project and their fees, in total, are included in the compensation listed above:

Williams and Works, Inc

A city of Wyoming Subcontract Provision Form, as submitted as part of the original proposal is included as **Attachment C**.

This Contract represents the entire agreement between the parties and supersedes all prior agreements and understandings.

NEDERVELD, INC

CITY OF WYOMING

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Jade Shub

STANDARD TERMS AND CONDITIONS:

METHOD OF AUTHORIZATION Client may authorize Nederveld Inc. to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgement, confirmation, purchase order or other communication. Furthermore, you acknowledge that you are a duly authorized officer or agent for the client. Regardless of the method used, these Terms and Conditions shall prevail as the basis of client's authorization to Nederveld Inc. Any client document or communication in addition to or in conflict with these terms and conditions is rejected. Any amendment to the Terms and Conditions must be authorized in writing via Terms and Conditions section of PSA or Addendum by both the client and Nederveld Inc.

1. **CLIENT RESPONSIBILITIES** Client shall provide all criteria and pertinent information as to requirements for the project and designate in writing the person with authority to act on client's behalf on all matters concerning the project. Unless otherwise notified in writing, the client authorizes the person(s) signing the PSA as the sole authority to act on the client's behalf as noted herein. If Nederveld Inc. services under this authorization do not include construction observation or review of contractor's performance, client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Nederveld Inc. that may be in any way connected thereto.
2. **HOURLY BILLING RATES** Unless stipulated otherwise, client shall compensate Nederveld Inc. at hourly billing rates in effect when services are provided by Nederveld Inc. employees of various classifications.
3. **REIMBURSABLE EXPENSES** Those costs incurred on or directly for client's project. Reimbursement shall be at Nederveld Inc. current rate for mileage for service vehicles and automobiles outside our standard service district, laboratory tests and analyses, special equipment services, non-standard USPS delivery charges. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus ten percent.
4. **OPINIONS OF COST** Any opinions of probable construction cost and/or total project cost provided by Nederveld Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Nederveld Inc. cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
5. **PROFESSIONAL STANDARDS; WARRANTY** The standard of care for services performed or furnished by Nederveld Inc. will be the care and skill ordinarily used by members of Nederveld Inc. profession practicing under similar circumstances at the same time and in the same locality. Nederveld Inc. makes no warranties, express or implied, under this agreement or otherwise, in connection with Nederveld Inc. services.
6. **TERMINATION** Either client or Nederveld Inc. may terminate this authorization by giving ten days' written notice to the other party. In such event, client shall pay Nederveld Inc. in full for all work previously authorized and performed to the effective date of termination. Upon receipt of such payment, Nederveld Inc. will return to client all documents and information which are the property of client.
7. **SUBCONTRACTORS** Nederveld Inc. may engage subcontractors on behalf of client to perform any portion of the services to be provided by Nederveld Inc. hereunder.
8. **PAYMENT TO NEDERVELD INC.** All invoices must be paid within thirty (30) days of the invoice date. Prompt payment is essential in order to keep the project on schedule. Any account that falls more than 60 days past due will result in your project being put on hold until the past due (from the date of invoice) amount is paid in full. A service charge of 1.5 percent per month will be payable on all amounts not paid within thirty (30) days from date of invoice, payment thereafter to be applied first to accrued service charges and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client.

If client directs Nederveld Inc. to invoice another, Nederveld Inc. will do so, but client agrees to be ultimately responsible for Nederveld Inc. Inc. compensation until client provides Nederveld Inc. with that third party's written acceptance of all terms of this agreement and until Nederveld Inc. agrees to the substitution.

9. **INSURANCE** Nederveld Inc. acknowledges that the City of Wyoming is a self-insured municipal corporation and will not be required to name Nederveld and/or Nederveld Inc. Consultants as additional insured on any general liability or property insurance policies, but will be subject to the indemnification provisions of this contract.

All policies of property insurance shall contain provisions to the effect that Nederveld Inc. and Nederveld Inc. Consultant's interests are covered and that in the event of

payment of any loss or damages, the insurers will have no rights of recovery against any of the insureds or additional-insureds.

10. **INDEMNIFICATION** Nederveld Inc. will defend, indemnify, and hold client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures caused by Nederveld Inc. negligence or willful misconduct. Client agrees to defend, indemnify and hold Nederveld Inc. harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Nederveld Inc. Inc. performance of services hereunder, except for injury or loss caused by the negligence or willful misconduct of Nederveld Inc. These indemnities are subject to specific limitations provided for in this agreement.
11. **LEGAL EXPENSES** If either client or Nederveld Inc. makes a claim against the other as to issues arising out of the performance of this agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Nederveld Inc. brings a lawsuit against client to collect invoiced fees and expenses, client agrees to pay Nederveld Inc. all collection expenses including attorney fees.
12. **OWNERSHIP OF WORK PRODUCT** Nederveld Inc. hereby agrees to convey and transfer to Client all ownership rights of all drawings, reports and other materials provided to Client in any form including, but not limited to all copyright rights afforded by the laws of the United States, which rights are specifically reserved by Client. Nederveld Inc. hereby agrees in return for the compensation set forth in this agreement to execute any documents necessary to convey and transfer the entire right, title, and interest to Client of all ownership rights of all drawings, reports and other materials provided to Client in any form including, but not limited to all copyright rights afforded by the laws of the United States. Nederveld Inc. hereby warrants that it is the sole author of the works to be transferred to Client, and Nederveld Inc. further warrants that it has the authority to transfer all ownership rights of the works to Client. Nederveld Inc. agrees to provide all drawings, reports and other materials to Client in a current standard electronic format, and to provide at least one hard copy of each drawing, report, or other material. Client hereby grants Nederveld Inc. a limited license to retain copies of each drawing, report and other materials for its records, and a limited right to use such drawings, reports, or other materials for sales and promotional purposes, but not for resale to another client. Nederveld Inc. may not assign, transfer or in any other way, use, reuse or copy the drawings, reports and other materials for any other purpose without the express consent of Client. Client acknowledges that all drawings, reports and other materials provided by Nederveld Inc. are the result of professional services performed for a specific project associated with an identified parcel of property and that such drawings, reports and other materials are not readily transferable to a different parcel of property without additional professional services being required to modify the drawings, reports and other materials, as may be required under the circumstances.
13. **ELECTRONIC MEDIA** To be provided at no charge if provided in our current software format. Copies of data, reports, drawings, specifications and other material furnished by Nederveld Inc. that may be relied upon by client are limited to the printed copies (also known as hard copies) that are delivered to client pursuant to the services under this agreement. Computer files of text, data, graphics or other types on electronic media that are furnished by Nederveld Inc. to client are only for convenience of client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
14. **GENERAL CONSIDERATIONS** Client and Nederveld Inc. each are hereby bound and the partners, successors, executors, administrators, and legal representatives of client and Nederveld Inc. are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this agreement. Neither client nor Nederveld Inc. shall assign this agreement without the written consent of the other.

END OF TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

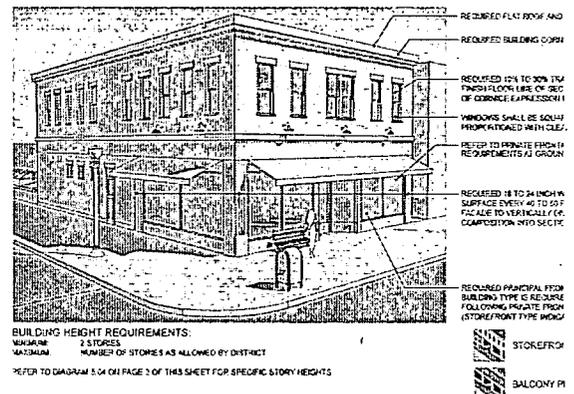
Attachment A: Approach Plan + Scope of Services

Project Understanding & Why Select the Nederveld / William+Works Team

Our team has prepared a scope of work designed to provide the City of Wyoming with a highly-visual, graphics-based, and user-friendly form-based code document. This document will incorporate the necessary elements required to implement the Turn On 28th Street Corridor Subarea Plan, including any Euclidian zoning attributes that may be required to fully accomplish the desired goals expressed in the Plan.

Because of our unique and compatible talents, our team is willing and able to fully incorporate both form-based and Euclidian elements into the final document. Our combined knowledge base in regards to the nuances of placemaking and form and the nuts and bolts of zoning implementation, along with our intimate understanding of the Subarea Plan, give us the ability to fully accomplish the goals of this project.

We also understand that the code will require great flexibility and creativity for land uses, orientation of buildings, facades, streets, open space, landscape, and parking. This flexibility, both in design and administration will be an essential component to the development of the code document. Our approach and our willingness to work with the City to craft a realistic and easy to understand document speak to our ability to provide this flexibility and creativity. We are excited to advance not only the Plan, but also to create a document that can encompass the many nuances required to be practical, efficient, implementable, user-friendly and predictable.



Scope of Work

The scope of work is composed of essentially four parts:

- Steering committee meetings that will promote dialogue and collaboration between the City and the consultant team.
- Public presentations that will engage business owners, the development community and other stakeholders in meaningful dialogue regarding the development of the code document.
- Crafting of the user-friendly and graphics-based form-based code document.
- Assistance with integration of the form-based code into the existing City regulatory framework.

Steering Committee Meetings

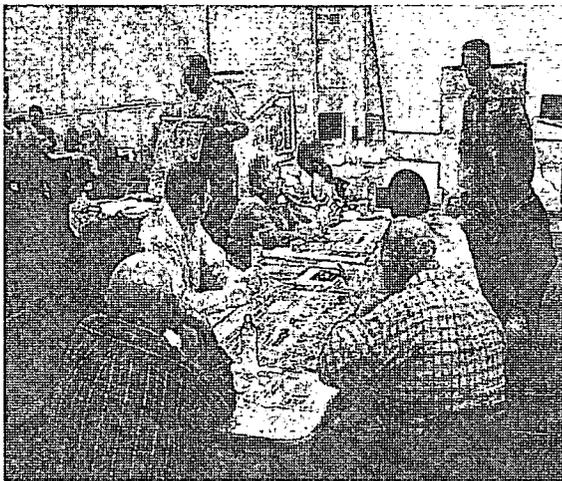
We have proposed a total of six (6) steering committee meetings. These meetings are scheduled to provide feedback to the consultant team as the code document is created and to strategize on the public presentations and virtual public outreach that will be occurring as part of the project. These meetings will occur approximately every month during the process as indicated in the proposed timeline.

- *Steering committee meeting 1* will be the project kick-off and will establish the key dates for the process, review public outreach (both presentation format and virtual strategies), and discuss the general concepts of the code.



- *Steering committee meetings 2, 3 and 4* will provide opportunities for the consultant team and City to review and discuss the progress of code document. These meetings will also review and strategize on public outreach as required.
- *Steering committee meeting 5* will provide opportunity to discuss the outcomes of the presentation to the Planning Commission and to review and discuss the final draft of the code document.
- *Steering committee meeting 6* will include a review of the final code document and will focus on integration of the code into the existing City regulatory framework. This meeting may be with City staff in lieu of the full steering committee, at the discretion of the client.

Public Presentations and Outreach



The scope of work includes a total of four (4) public presentations, with the third presentation planned to introduce the final draft of the code document to the Planning Commission. Additionally, the final presentation will be a training and education seminar on how to use the new code, so that citizens, business owners, and developers become more familiar with the apparatus of the document.

These meetings will provide feedback and dialogue to the consultant team from all of the project stakeholders as the code document is created. The public presentations are identified in the proposed timeline.

In addition to the public presentations, we are proposing virtual outreach through social media and the City's website, similar to what was done during the Turn on 28 Street Subarea Plan process. This outreach will garner feedback through these mediums as the code document is crafted while also providing updates as the project develops.

Both of these public outreach strategies, while providing feedback and dialogue, will also build active community support and broad understanding in regards to the code document. This support and understanding will promote the user-friendly nature of the code and ultimately allow for streamlined implementation procedure.

- *Project presentation 1 and 2* will provide opportunities for business owners, developers, citizens and other interested stakeholders to provide feedback on the development of the code. The format of the meetings will be a presentation of the draft code followed by questions and comments.
- *Project presentation 3* will be a presentation to the planning commission of the final draft code. This will allow the commission to better understand the document, ask questions and provide comments.
- *Project presentation 4* will be a training session for all stakeholders on the general use of the code. This seminar will get land owners, developers, citizens and other stakeholders familiar with the new zoning apparatus and the process that it allows for redevelopment.

Proposed Meeting Timeline

Meetings	July 2012	August 2012	September 2012	October 2012	November 2012	December 2012	January 2013
Steering committee meeting 1							
Drafting of Code Document							
Steering committee meeting 2							
Public Presentation 1							
Steering committee meeting 3							
Public Presentation 2							
Steering committee meeting 4							
Presentation 3 (Planning Commission)							
Steering committee meeting 5							
Public Presentation 4 (code seminar)							
Steering committee meeting 6							

Crafting the Turn On 28th Street Form Based Code

The Turn on 28th Street Form Based Code is an opportunity to create standards, processes and incentives to meet the unique requirements of the Turn on 28th Street Vision. While our team has previously completed a form-based code for the Fisher's Station area of Wyoming, we fully anticipate that this code will be less complex (specifically in its standards) due to the nuances of the Plan's vision and the fact that it is designed for one municipality rather than three. It is also likely that, as mentioned previously, that this code will incorporate Euclidean elements as part of the regulatory framework.

The code will also require precise and thorough standards in regards to thresholds for existing building remodels and non-conforming structures, permissible and special land uses and a seamless review process.

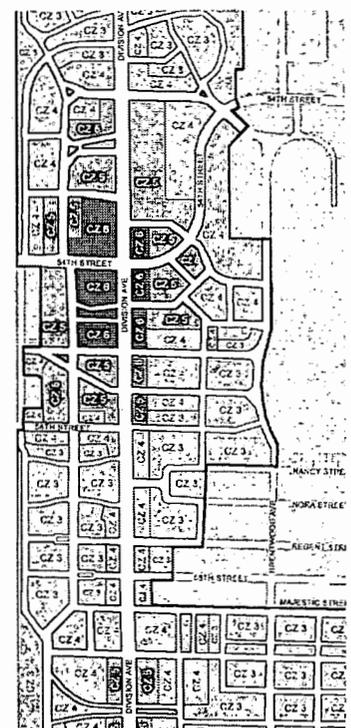
In addition to these standards, the code document will include the following elements:

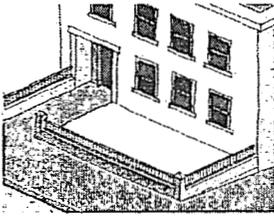
Overview: Overview section will include intent and principles of the code. It will also include an explanation of the regulations and process in clear, user-friendly language.

General Provisions: This section will include general requirements that are pertinent to the entire subarea. These general requirements may include Encroachments, Height Measurements, and Land Division Procedures.

Zoning Map: This map will be based on the illustrative master plan from the Turn On 28th Street project. It will depict the location of streets, blocks, and public spaces and will organize key components required to achieve the public realm envisioned in the master plan. These components will be organized in a series of Zone Districts.

Building Form Standards: These standards will govern the basic building placement, fundamental design elements, precedent examples and other detail to ensure that all buildings complement neighboring structures and streets. These building types will be specific to the subarea and the vision outlined in the Plan.





Frontage Standards: This article will contain regulations for Private Frontages, which provide a series of frontages that can be added to different building types and allow both variety and flexibility at the interface between the building and the public realm. These standards will be in diagrammatic plan, section and axonometric form and will indicate basic requirements of each frontage. Frontage standards assist in defining the public realm.

Street Type Standards: These standards will include a hierarchy of street types and will be conveyed in plan and section diagrams, with designation of all streets on a street regulating plan. Attributes of the street types will include basic geometrics that balance the needs of pedestrians, bicyclists, transit riders and motorists while promoting a vibrant public realm.

Signage Standards: This article will include regulations for a variety of different sign types that are associated with the building types. This article will establish regulations for size and quantity of the different sign types. These standards, to every extent practical, will complement the City's current signage provisions.



Landscape Standards: These standards will include basic landscape requirements for the variety of conditions associated with the building types, frontage types and street types as well as for parking lots. The landscape standards will also include lighting, civic space, and screening requirements.

Parking Standards: These standards will regulate parking requirements, maximum parking, and off-street parking access and design requirements. Parking requirements will typically be calibrated to the individual zoning districts.

Incentives: This section will provide mechanisms to ensure that the development pattern that the Plan envisions is incentivized. The consultant team will collaborate with the steering committee to create these incentives, which may include bonuses for green building, public art, storm water management and sustainability.

The code will also include sections that outline the review process, special land use process and other procedural requirements associated with the new framework.

All of these standards will be in black and white format, with basic graphics which are intended to easily convey the intent of the code in a user-friendly manner.

The format of the code will be in MS Word so that the City can internally amend the document without requiring additional services from a consultant.

Assistance with Integration into the existing framework

The consultant team will assist the City with integration of the code into the existing municipal framework. There are many different options of integration including, but not limited to, a stand alone code, an overlay code or an integrated code. Our team will research the benefits of the different options of integration and review and discuss with the City staff to determine the best course of action as the code develops.

In addition to this assistance, we are including up to twelve (12) months of support, including questions and answers, regarding the code. Our team will be available to assist City staff during this time period in an effort to create a seamless integration. The twelve month period will commence after adoption of the code.

Attachment B

BUDGET

The total cost to complete the scope of work as outlined in this proposal, including the steering committee meetings, public presentations, crafting of the code document, code integration, and all reimbursable expenses (travel, printing, mailing, etc) is \$25,000.



SUBCONTRACT PROVISION FORM FOR

CONSULTING SERVICES - FORM-BASED CODE DEVELOPMENT FOR THE TURN ON 28TH STREET CORRIDOR SUBAREA PLAN

Subject to the approval of the City of Wyoming Purchasing Department, the Contractor may sublet the item or items of work so stipulated below, provided the name and signature of the subcontractor is listed in the space provided.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING THE WORK

DESIGNATED ITEMS

Williams + Works

Co-project management
Public engagement
Code development
Code integration

The undersigned certified that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above.

Signed Lynne Wells
By Williams & Works
Address 549 Ottawa
Grand Rapids, MI 49503

Signed _____
By _____
Address _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL
FOR SOFTWARE & SOFTWARE SUPPORT SERVICES

WHEREAS:

1. As detailed in the attached Staff Reports from the City's Director of Information Technology and City Treasurer, it is recommended the City Council accept a proposal from BS&A Software for the purchase of Cash Receipting and General Ledger software modules.
2. Support services are included for one year with the purchase of the software modules.
3. Sufficient funds for the purchase are available in account number 101-201-20110-973056.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the proposal from BS&A Software for the purchase of Cash Receipting and General Ledger software modules.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of future renewals of the support service for the Cash Receipting and General Ledger software modules in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

ATTACHMENTS:
Staff Reports
Proposal

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: June 27, 2012
SUBJECT: BS&A Cash Receipting and General Ledger
FROM: Gail Sheppard, Director of Information Technology
MEETING DATE: July 09, 2012

Recommendation:

The Information Technology department supports the recommendation of the Treasurer's Office for City Council to authorize payment to BS&A for the purchase of the Cash Receipting and General Ledger software modules. This centralized receipting software will provide for a flexible receipt item setup for adding receipt items from linked BS&A applications, user-defined receipt items, and/or third party billing systems.

Sustainability Criteria:

Environmental Quality - Approval of this bid does not significantly impact environmental quality.

Social Equity - Currently the Treasurer's Office uses five methods/applications for the collection and reconciliation of payments to the City. The Cash Receipting software module will streamline current processes, allow for more efficient processing and improve the audit process.

Economic Strength - The Cash Receipting module will provide an efficient method of receipting and therefore allow staff the ability to more effectively serve the public.

Discussion:

The Information Technology department currently assists the Treasurer's Office with exports of data and will work with BS&A to transfer that function to be covered under their support. The proposal submitted by BS&A (dated March 16, 2012) for the City of Wyoming has been reviewed by IT personnel and does not pose any issues.

Budget Impact:

Funding for the purchase of the Cash Receipting and General Ledger software is addressed in the staff report by Andrea Boot, Treasurer's Office.

End of Report.

Staff Report

From: Andrea Boot, Treasurer's Office
Date: July 10, 2012
Subject: BS&A Cash Receipting and General Ledger
Meeting Date: July 09, 2012 Council Work Session

RECOMMENDTION

The Treasurer's Office recommends that the City Council approves the purchase of BS&A Cash Receipting and General Ledger software.

SUSTAINABILITY CRITERIA

Environmental Quality

Does not significantly impact this criterion.

Social Equity

The Treasurer's Office collects and reconciles all monies remitted to the City regardless of income, socio-economic or residence status.

Economic Strength

Efficient cash receipting and related general ledger applications are an important component to provide excellent customer service for a competitive cost.

DISCUSSION

Over the past years the City has added several BS&A modules to assist in the daily operations of various departments. This has resulted in a very complex cash receipting and reconciling process, which includes separate data exports into the City's financial system. These individual exports are written by City staff and utilize an Access database to export/import the data. This makes this process vulnerable each time there is a software upgrade/change in either the sending or the receiving software. The manual intervention is also a weak point from an auditing point of view, as data could be manipulated without proper checks and balances. The drill down capability in the financial software is also affected, as the detail is only available to the extent that the data is an import from BS&A.

In order to address the above listed concerns, I am proposing to purchase BS&A Cash Receipting. It would allow for a more efficient cash receipt entry and cashing out process. This would free up cashiers' time to serve customers more efficiently, thereby possibly reducing the wait time for customers, especially when multiple transactions are involved or at the end of the day when cashiers are getting their drawers ready for the next day. It would also improve the daily audit and deposit preparation, allowing the audit clerk to focus her time on other customer service issues, such as researching payment inquiries and balancing general ledger accounts.

Including a limited license General Ledger module with the purchase of the Cash Receipt module would reduce auditing concerns regarding multiple manual journal entries, as journal entries created in BS&A can be exported with one custom export to the City's financial software. Less

manual intervention would mean less room for fraud and technical errors. Currently the individual exports are maintained by the City's IT Department, but that also means that any time there is an upgrade or change in the software, these exports may have to be re-written. The proposal from BS&A includes custom exports, which would be maintained by BS&A. The purchase of the limited General Ledger module will allow and require departments to follow the City's protocol for security and account set-up. It will also enhance drill down from the BS&A general ledger accounts and provide an improved audit trail from the beginning of the transaction through the posting into the City's financial system.

We have used BS&A tax and assessing modules since 2004, and our experience with the software and the support has been very good. It appears to be very similar to the City's efforts to provide excellent customer service to its residents and customers. The benefits of this investment in my opinion outweigh the cost as we continue to find more efficient ways to serve our external and internal customers. The cash receipt system is the heart of the overall city's financial system and should perform efficiently and effectively.

The time frame for implementing this software has been discussed with our Finance Department, our IT Department, and representatives of BS&A. Pending Council approval for the purchase, we are looking at implementation and training for these modules in October 2012. The IT Department has reviewed the proposed project and is in support of it as indicated by the attached memo from Gail Sheppard, Director of Information Technology.

BUDGET IMPACT

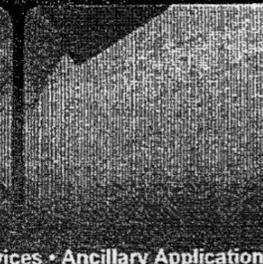
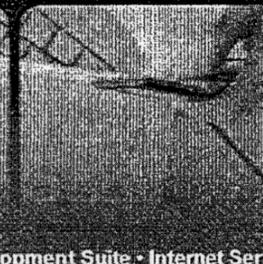
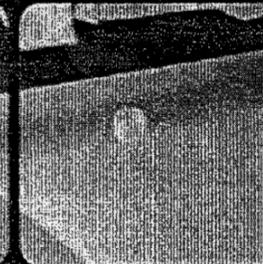
The proposals from BS&A include pricing for optional receipting hardware and a custom GL import. These options were not included in the budget process and are not part of this request. Should these optional items become necessary, an updated quote from BS&A would be obtained prior to seeking Council approval for additional funds.

It is estimated the total cost for the purchase will be \$41,900.00. Sufficient funds have been budgeted in account 101-201-20110-973.056.



March 16, 2012

Prepared for: City of Wyoming,
Kent County



Financial Management Suite • Assessing & Property Tax Suite • Community Development Suite • Internet Services • Ancillary Applications
14965 Abbey Lane, Bath, MI 48808 • Toll Free: (855) BSA-SOFT • P: (517) 641-8900 • F: (517) 641-8960 • www.bsasoftware.com



14965 Abbey Lane
 Bath, MI 48808
 Phone: 517-641-8900
 Fax: 517-641-8960

Proposal to City of Wyoming, Kent County

Financial Management Systems

Network License

Prices based on approx. 25,610 parcels

Please Note: To efficiently run these applications the Hardware requirements have increased. Please review our required specifications prior to ordering these applications.

General Ledger System	\$19,245
Restricted License	
30% Discount	- \$5,775
Cash Receipting System	\$16,355

Optional Cash Receipting Hardware

- **Epson Series Receipt Printer** **\$700**
 - **APG Cash Drawer** **\$150**
- If using a previously purchased receipt printer, which brand will be used with the drawer?
 Epson Ithaca Other
- **ImageTeam 3800- Hand Held Linear Barcode Scanner** **\$250**

Please provide the number of cash drawers that will be hooked up to the printer _____

IMPORTANT: the receipt printer must be plugged in to the USB port on one workstation (not your server); this workstation is not to be "shared" with other workstations. If more than one workstation will be used for receipting, please consider buying more than one receipt printer. *Ithaca Receipt Printers are NOT compatible with Vista or Windows 7. The Epson Series replaces the Ithaca brand and is fully compatible with these operating systems.

On-Site Training/Implementation/Program Install

General Ledger	1
Cash Receipting	4

Est. 5 days @ \$1,100/day (travel expenses included - billed for actual days used) **\$5,500**

Implementation & Project Management **\$3,575**

Services include the planning and evaluation of current hardware and network, sources and format of legacy data, potential integration with existing systems, software installation, data conversion and training.

*** Note: Client has option to pay for programs over multiple budget years, interest free.**

Total **\$40,050**

Prices good for a period of 90 days from date on proposal.



14965 Abbey Lane
Bath, MI 48808
Phone: 517-641-8900
Fax: 517-641-8960

Please mark the box if you wish to take advantage of our payment plan.
Payment will be spread over multiple budget years, interest free.

2 - year

Annual Service and Support

The first year is free, which includes new features and unlimited telephone support for the Equalizer Systems. Service and support for years 2 and 3 will be as follows, billed annually:

General Ledger	\$3,850
Cash Receipting	\$3,270
Total:	\$7,120

BS&A Software, Inc. guarantees that the annual fee will not change for 3 years from the date of the executed Service Agreement issued upon purchase of the system(s). After 3 years from the purchase date, BS&A Software reserves the right to increase the fee by no more than the cumulative yearly CPI.

Important Proposal Notes:

BS&A Software promises that if you are not satisfied with our products or services after the first year, you may return the program and we will fully refund the purchase price of your software.

* Prices above DO NOT include: Program Customization or Training beyond the estimated days

Internet & Server Considerations:

*We strongly recommend you have Internet Access. This allows you to:

- Download BS&A Software .NET Program Updates as soon as they become available. This can save you several days of transit time when you are waiting for a new feature you may have requested.
- Send email to our web site when you have questions or comments about our software and service.

*We strongly recommend you have a network with a dedicated file Server...not a Peer-to-Peer Network. Peer-to-Peer Networks are typically less stable and more prone to problems as compared to networks with dedicated file servers. Our software runs much more efficiently on networks with a dedicated file server. See our Hardware Specifications for more details.

Prices good for a period of 90 days from date on proposal.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION
FOR THE PURCHASE OF A GPS SYSTEM

WHEREAS:

1. As detailed in the attached Staff Report from the City's Deputy Director of Public Works, it is recommended that the City Council accept a quotation from Precision Laser & Instrument, Inc. for the purchase of a Trimble GPS system in the amount of \$10,629.00.
2. This equipment is only available from Precision Laser & Instrument, Inc., the authorized distributor of Trimble GPS equipment in this region.
3. Sufficient funds for the purchase of this GPS system are available in account numbers 591-591-55300-80600 and 591-591-57300-984017.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the proposal from Precision Laser and Instrument, Inc., for the purchase of a Trimble GPS system in the amount of \$10,629.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

ATTACHMENTS:
Staff Report
Quotation

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: July 11, 2012
SUBJECT: Purchase of GPS Equipment – Water Treatment Plant
FROM: Tom Kent, Deputy Director of Public Works
Date of Meeting: July 16, 2012

RECOMMENDATION

The Utilities/Public Works Department recommends that the City Council approve the attached resolution to purchase GPS locating equipment from Precision Laser and Instrument, Inc., the sole source provider of Trimble GPS equipment in this region (quotation attached). This equipment will replace existing GPS system equipment purchased several years ago that is no longer reliable and is not being supported by the original equipment manufacturer.

SUSTAINABILITY CRITERIA

Environmental Quality

This GPS equipment is used at the Water Treatment Plant, along the water transmission mains, and throughout the water distribution system as a locating tool for valve boxes, valves, hydrants, air relief structures, meters, touch-pads, and underground sprinkling system fixtures. Trimble GPS equipment has proven to be of high quality and very reliable and their instruments provide excellent accuracy and precision. By developing high quality data that can be used to locate structures rapidly in adverse environmental conditions and at times, in emergency situations, the environmental impact from a structure failure can be more quickly mitigated and water loss can be minimized.

Social Equity

All of our efforts to properly maintain our system and respond to emergency maintenance challenges as they arise are focused on providing safe and reliable utility services. These efforts to provide safe and reliable utility services benefit all of our customers in an equitable manner.

Economic Strength

We have worked with Trimble GPS equipment since the inception of our GPS program and have found through our own experience and from the shared experiences of others, that Trimble is a leader in the marketplace known for manufacturing high quality GPS equipment and for providing excellent technical support services for the equipment and the software used to process and correct data taken in the field. The reliability of this equipment prevents

equipment downtime and by having the ability to acquire accurate readings the first time and in a repeatable manner thereafter, we maximize the efficiency of our efforts in the field.

DISCUSSION

Trimble only sells their equipment through an authorized dealer network and assigns an authorized dealer to a customer for equipment purchases and product support on the basis of the type of equipment being purchased and the region where the customer is located. We have been assigned to Precision Laser and Instrument, Inc. of Monroe, Ohio---where we have purchased our equipment previously and have sought their technical assistance in the past. They are very knowledgeable and have been an excellent partner in working with us to properly commission the hardware and software that makes up a complete GPS system.

Since this is a sole source purchase, we are seeking approval of a City Council resolution that authorizes the purchase of this new equipment from Precision Laser and Instrument, Inc. We have provided adequate funding for this replacement equipment and the required software in the Water Fund 591-591-55300-806000 (Software Services) account and in the Water Fund 591-591-57300-984.017 (Capital Outlay Computer Equipment) account.

Quote for : City of Wyoming, Clean Water Plant
 2350 Ivanrest, Wyoming, MI 49418

Name: Tom Engelsma
 Date: 11-Jul-12

Phone #616-292-8741
 Email: engelsmat@wyomingmi.gov



820 Lebanon St. Suite B
 Monroe, Ohio 45050
 614-588-7085

Item	Part No.	Purchase	Qty	Unit Price	Extended
1	69560-10	Trimble Yuma Tablet (Windows 7)	1	\$ 3,712.00	\$ 3,712.00
2	99100-01	Trimble Pro 6H Receiver with Floodlight	1	\$ 5,400.00	\$ 5,400.00
3	51039	ArcPad	1	\$ 700.00	\$ 700.00
4	46837-VG	GPScorrect extension for ESRI ArcPad software	1	\$ 445.00	\$ 445.00
5	53861	Carbon Fiber Range Pole - 2m	1	\$ 211.00	\$ 211.00
6	69572-00	Yuma Pole Mount	1	\$ 161.00	\$ 161.00
7				\$ -	\$ -
8				\$ -	\$ -
9				\$ -	\$ -
10				\$ -	\$ -
11				\$ -	\$ -
12				\$ -	\$ -
13				\$ -	\$ -
14				\$ -	\$ -
15				\$ -	\$ -

Sub Total \$ 10,629.00
 Total \$ 10,629.00
 Tax Exempt

Notes:

- 1 Payment Terms: Net 20 Days
- 2 Delivery Charge May Apply
- 3 All equipment will be charged and fully operational upon delivery
- 4 Financing options available upon request
- 5 This quote is valid for 30 days
- 6 Award purchase order to: Precision Laser & Instrument Inc.

SALES REPRESENTATIVE

Doug Kotnik
 cell: 614-588-7085
 email: dpk@laserinst.com
 fax: 513-539-0033



X _____
 Approval for Order Date

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION
FOR SOFTWARE LICENSE RENEWALS

WHEREAS:

1. As detailed in the attached Staff Report from the City's Director of Information Technology, it is recommended the City Council accept a quotation from Secant Technologies for a 3 year license renewal of the Sophos Complete Security Suite for City enterprise security protection.
2. Sufficient funds for the license renewal are available in account number 101-258-25800-806000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the quotation from Secant Technologies for a 3 year license renewal of the Sophos Complete Security Suite for City enterprise security protection.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of future renewals in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

ATTACHMENTS:
Staff Report
Quotation

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: July 10, 2012

SUBJECT: City Enterprise / Security Suite

FROM: Gail Sheppard, Director of Information Technology

MEETING DATE: July 16, 2012

Recommendation:

It is recommended that the City Council authorize payment to Secant Technologies for the 3-year renewal of the Sophos Complete Security Suite for City enterprise security protection. On September 29, 2009 (Resolution No. 23434) the Sophos Endpoint Security and Data Protection anti-virus suite was bid and later awarded to Secant Technologies. The renewal of this product will provide the City with complete threat and data protection across all platforms, plus 24/7 support and free updates. The product is backed by the SophosLabs global security experts and the best support in the industry.

Sustainability Criteria:

Environmental Quality - Approval of this bid does not significantly impact environmental quality.

Social Equity - Information Technology staff have been updating the City's infrastructure in order to improve and/or allow City users the ability to work more effectively. Our users are beginning to request the use of mobile devices and access to data on these devices. In order to prepare for that environment, we need to be able to secure and manage our mobile devices and data. This product will allow us to increase access to resources or infrastructure to those that currently have limitations to access.

Economic Strength - The combination of encryption, endpoint, data, email, web, server and mobile protection all in one license provides us protection everywhere from our network, to our servers, endpoints and mobile devices. This allows us to deliver the best protection, while saving time and money. Renewing is also consistent with our goal of maintaining our IT infrastructure to support technology solutions, facilitate interoperability and connectivity, and support technologies/processes that increase service to our employees and/or citizens.

Discussion:

Information Technology staff have had excellent results with our current Sophos product line and believe the enhancements to their product will provide us the ability to continue protecting our environment and prepare for future advances in mobile technologies. It should be noted that Secant Technologies is extending this renewal to begin immediately as opposed to waiting for our existing 10/26/12 renewal date and is offering the 3-year renewal at a cost that is \$6,112.50 less than the \$20,715.00 quoted in September, 2009.

Budget Impact:

Funding (\$14,602.50) for the purchase of the Sophos Complete Security Suite is budgeted and available in the General Fund/Information Technology/Software Services account #101-258-25800-806000.



SECANT TECHNOLOGIES

Computers, networking and whatever else comes next.

6395 Technology, Avenue, Suite A
Kalamazoo, MI 49009
Main Phone: (269) 375-8996

Quote #: **QTE067930**

Quote Date: 7/10/2012

Quote Expiration: 8/9/2012

Customer PO:

Account Representative: Brian Merucci

Prepared by: 1078BPP

This quote prepared for:

CITY3647
City of Wyoming
PO Box 905 1155 28th Street
Holland MI 49424
Phone: (000) 000-0000
Fax: (000) 000-0000

Thank you for the opportunity!

TAXABLE CLIENTS: Compliance with Michigan Compiled Law 205.51 requires that tax be charged on the portion of labor expended for physical installation of equipment shown as included within a project. That amount will be represented as a separate labor line.

Tax Status of this Quote: MI-NON NONTAX

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT PRICE
450	CSSO3UPGV	Sophos Complete Security for Governments - 36 Mont Renewing existing license L131072-915 - 500 ESDP 10/26/2009 10/25/2012 (Renewal starts 10/26/2012) Begins Security Suite upon receipt of order	\$32.45	\$14,602.50
1	COMMENT	Comment line Included: Sophos Virtual Web Appliance and Sophos Virtual Email Appliance	\$0.00	\$0.00
1	COMMENT	OFFER GOOD UNTIL JULY 26, 2012	\$0.00	\$0.00

CASH ACCOUNT CLIENTS: Pre-Payment is required to process your order.

CLIENTS WITH OPEN CREDIT ACCOUNT: a 50% deposit is required

to place your project/order into our scheduling queue and/or authorize the ordering of equipment for subsequent billing.

Subtotal	\$14,602.50
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$14,602.50

Quote accepted by: _____ Date: _____

Please fax your signed acceptance back to 269-375-4222

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bids for the listed item as recommended in the attached Staff Report and summarized below.

Item	Recommended Bidder	Cost
Police Department Uniform Clothing Items	Nye Uniform Company	Bid prices as shown on the attached Staff Report

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

ATTACHMENT:
Staff Report

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: July 11, 2012

SUBJECT: Police Department Uniform Clothing Items

FROM: Lt. Thomas Groen, Police

MEETING DATE: July 16, 2012

RECOMMENDATION:

It is recommended the City Council award the bid for Police Department Clothing as listed below to **Nye Uniform Company**.

Bidder:	Nye Uniform Company	Tele- Rad Inc.
POLICE DEPARTMENT UNIFORM CLOTHING ITEMS		
Cap	\$ 62.99	
SHIRT'S - MEN'S		
Short Sleeve with front zipper closure	\$ 43.99	
Short Sleeve without front zipper closure	\$ 36.99	
Long Sleeve with front zipper closure	\$ 48.99	
Long sleeve without front zipper closure	\$ 41.99	
Per shirt bid price for tailoring	\$ 7.00	
SHIRT'S - WOMEN'S		
Short Sleeve with front zipper closure	\$ 43.99	
Short Sleeve without front zipper closure	\$ 36.99	
Long Sleeve with front zipper closure	\$ 48.99	
Long sleeve without front zipper closure	\$ 41.99	
Per shirt bid price for tailoring	\$ 7.00	
TROUSERS - MEN'S		
Dacron/Wool	\$ 92.99	
100% Polyester	\$ 49.99	
TROUSERS - WOMEN'S		
Dacron/Wool	\$ 92.99	
100% Polyester	\$ 49.99	
Necktie	\$ 3.99	
Rank Designation Stripes	\$ 3.50	
Car Duty Jacket	\$ 289.99	\$175.00
Patrol Sweater	\$ 84.99	
FATIGUE UNIFORM CLOTHING ITEMS		
Trousers	\$ 62.99	\$ 32.00
Shirt - long sleeve	\$ 51.99	\$ 40.00
Shirt - short sleeve	\$ 44.99	\$ 40.00
Long Sleeve Mock Turtle-Neck Shirt	\$ 18.99	\$ 30.00
Patrol Dress Coat	\$ 399.99	

BIKE PATROL UNIFORM CLOTHING ITEMS		
Bike Pants	\$ 92.99	
Bike Shorts	\$ 48.99	
Bike Shirts	\$ 63.99	
Bike Jacket	\$ 209.99	
RESERVE VOLUNTEER FORCE PERSONNEL (RSVP) CLOTHING ITEMS		
Cap	\$ 9.99	\$ 6.00
Trousers	\$ 31.99	\$ 35.00
Shirts - long sleeve	\$ 32.99	\$ 38.00
Shirts - short sleeve	\$ 29.99	\$ 38.00
Jacket	\$ 104.99	\$ 98.00
Belt	\$ 17.99	\$ 20.00

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Does not significantly impact this criterion.

DISCUSSION:

On May 22, 2012, two responses were received in answer to our invitation to bid on Police Department uniform clothing items, 102 invitations to bid were sent to prospective bidders.

Nye Uniform Company submitted bid pricing for all items requested and was the low bidder for 30 of 34 items and included pricing for tailoring. Nye’s location also makes it quick and convenient for officers to be fitted, without needing an appointment, proving especially helpful when outfitting new hires and/or transfers.

Tele-Rad, Inc. submitted bid pricing for 11 items and was the low bidder for 4 and did not include pricing for tailoring. The six (6) items bid for RSVP are not available in gray and therefore will not allow us to match existing uniforms. The amount of savings for these four (4) items is insignificant (based on the small number ordered), compared to the approximate \$18,000 that we spend in uniform clothing items per year.

The uniform clothing will be purchased on an as-needed basis. Sufficient funds have been allocated in the Police Uniform account numbers 101-305-30500-744000, 101-305-31000-744000, 101-305-31200-744000, 101-305-31500-744000, and 101-305-31700-744000.

cc. Kim Oostindie