

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, FEBRUARY 1, 2016, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Matt Yonker, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the Regular Meeting of January 18, 2016
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

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

  - a) To Set a Date for a Public Hearing for the Submittal of a Michigan Natural Resources Trust Fund Grant Application for Ideal Park Development (March 7, 2016 at 7:01 p.m.)
- 15) Resolutions**
  - b) To Accept Grant Funding Received Through the City of Grand Rapids Combined Auto Theft Team Multi-Jurisdictional Task Force
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
  - c) To Approve Payment of the Kent Trails Operation and Maintenance Fees
  - d) To Authorize Final Payment to Michigan Paving and Materials Company for the Completion of the 2015 Wyoming Parking Lot Resurfacing Project (Budget Amendment No. 33)
  - e) To Authorize Modification to an Existing Agreement with Donohue Engineering to Expand the Study of the Efficiency of the Clean Water Plant Aeration System (Budget Amendment No. 34)
  - f) To Concur with the Emergency Replacement of the Temperature Control System at the Wyoming Public Library and to Authorize Payment to Grand Valley Automation (Budget Amendment No. 35)
  - g) To Concur with the Acceptance of an Agreement with AT&T

- 17) Ordinances**
- 18) Informational Material**
- 19) Acknowledgment of Visitors**
- 20) Closed Session** (as necessary)
- 21) Adjournment**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING FOR THE SUBMITTAL OF  
A MICHIGAN NATURAL RESOURCES TRUST FUND GRANT APPLICATION FOR  
IDEAL PARK DEVELOPMENT

WHEREAS:

1. The Michigan Department of Natural Resources (DNR) has available grant funds through the Michigan Natural Resources Trust Fund.
2. The City of Wyoming 5-Year Community Recreation Master Plan, 2013-2017, as adopted by the City Council, Parks and Recreation Commission and the Planning Commission identifies the priority need for development of Ideal Park.
3. The City of Wyoming seeks to create accessible access to play spaces and natural resources through the creation of walking & bike trails, basketball courts, picnic shelter, creek overlooks, and significant plantings of trees and other natural vegetation to restore and enhance the environment and promote wildlife viewing.
4. A Wyoming City Council public hearing on our application is a requirement of the grant application process.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of March 7, 2016 at 7:01 p.m. for a public hearing on the City of Wyoming Natural Resources Trust Fund Grant for the development of Ideal Park.

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 February 1, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT GRANT FUNDING  
RECEIVED THROUGH THE CITY OF GRAND RAPIDS – COMBINED  
AUTO THEFT TEAM MULTI-JURISDICTIONAL TASK FORCE

WHEREAS:

1. The City of Wyoming has requested to participate in the "Combined Auto Theft Team" CATT – City of Grand Rapids Multi-Jurisdictional Task Force, as appointed by the State of Michigan Automobile Theft Prevention Authority.
2. The City of Wyoming would accept \$66,273 in grant funds designated for 50% of salary, fringe benefits for one Wyoming Public Safety Department Detective participating in the Multi-jurisdictional Task Force.
3. That the City of Wyoming Public Safety Department is authorized to receive said grant funds from the City of Grand Rapids, where their Police Department is serving as host agency for the Multi-jurisdictional Task Force.

NOW, THEREFORE, BE IT RESOLVED:

1. Chief James Carmody shall serve on the Board of Directors of the Task Force.
2. Rosa Ooms shall serve as the Deputy Finance Director responsible for the Wyoming Public Safety Department bi-annual financial status reports to be submitted to the City of Grand Rapids for reimbursement.

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 February 1, 2016.

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Grant Contract

Budget Detail Report

Resolution No. \_\_\_\_\_

# AUTOMOBILE THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

Return one complete set with original signatures to the ATPA by September 25, 2015.

Return To:  
Automobile Theft Prevention Authority  
333 South Grand Avenue  
P.O. Box 30634  
Lansing, Michigan 48909-0634

I. Award Information			
Name of Grantee <b>Grand Rapids Police Department</b>		Project Title/Acronym <b>CATT</b>	
Address <b>07 Monroe Center NW</b>	City <b>Grand Rapids</b>	State <b>MI</b>	ZIP Code <b>49503</b>
Total Grant Award <b>\$630,219.00</b>	ATPA Award <b>\$315,109.50</b>	Match Requirement 50% <b>\$315,109.50</b>	
Grant Period Start Date <b>October 1, 2015</b>	Grant Period End Date <b>September 30, 2016</b>	Project Number <b>22-16</b>	
Project Director <b>Capt. Eric Payne</b>	Project Contact <b>Sgt. Keith Hafner</b>	Financial Contact <b>Ms. Teresa Grinstern</b>	

## II. Contract Conditions and Requirements

### Grant Award

The ATPA grant award is to be utilized solely for the benefit of auto theft prevention programs.

The ATPA will only reimburse expenditures incurred during the grant period October 1, 2015, to September 30, 2016.

The project number (listed above in award information) must be included on all correspondence addressed to the ATPA regarding this grant.

Grantees will not be allowed to move grant award amounts from one participating agency to another, except when filling positions. Any unused portion of the grant award must be returned to the ATPA.

A change in project director, financial officer, project contact, participating agency, personnel assigned to the team, or budget line item change requires a Project Modification Request (EX-034), which can be downloaded from the ATPA website at [www.michigan.gov/atpa](http://www.michigan.gov/atpa).

Any amount of the grant award received or forfeiture funds generated as a result of auto theft prevention activities shall be used to enhance auto theft prevention programs. Forfeiture funds include, but are not limited to, forfeiture of cash and receipts from sale of property.

Public communications materials or news releases that result from this grant must cite the "Automobile Theft Prevention Authority" as the source of funding. Copies of the materials or news releases must be sent to the ATPA at least five days prior to publishing. The ATPA has the royalty-free right to copy, publish, and distribute any data or material associated with this grant.

It is understood that law enforcement and prosecuting attorney personnel funded by the ATPA grant award will dedicate 100 percent of their regular work hours conducting ATPA grant-related duties.

If ATPA team activities are terminated, unexpended revenues shall be promptly returned to the ATPA.

### Reporting

All grantees must comply with the requirements of the Uniform Crime Reporting (UCR) System Act, 1968 PA 319, MCL 28.251 et seq. This act requires county sheriff's departments, as well as city, village, and township police departments to submit monthly UCR data.

The Progress Report (EX-37), Financial Reports for Nonprofit Neighborhood Organizations (EX-35 series), and Financial Reports for Law Enforcement Agencies (EX-36 series), can be downloaded from the ATPA website at [www.michigan.gov/atpa](http://www.michigan.gov/atpa). The grantee agrees to submit reports in accordance with the schedule referenced in this contract.

All projects must maintain adequate supporting documentation for financial and performance activity reports submitted to the ATPA. Failure to provide adequate supporting documentation may adversely affect current-year reimbursements and future ATPA grant requests.

### ATPA Teams

When an agency withdraws its employee from an ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The project director must inform the ATPA when the withdrawal occurs. The vacant position must be replaced within 30 days or the position will be unfunded, unless an extension request has been approved.

Participating agencies that receive an ATPA grant award are expected to participate on the ATPA team that received the grant award for the entire grant period. Participating agencies that withdraw personnel from the ATPA team before the end of the grant period will be reimbursed based upon the percentage of the grant period in which they participated. The ATPA Board of Directors reserves the right to deny future grant awards based on agency participation.

All personnel who are funded by an ATPA team must have their activities approved by the team commander.

### III. Program and Financial Review

#### On-Site Monitoring and Payments

ATPA staff will schedule appointments with grantees in order to conduct on-site monitoring.

Grantees must maintain separate accounting records to document grant revenues and expenditures.

All payments for expenditures (e.g., utilities, office rent, copier use, vehicle lease/rent, furniture/equipment purchases) must be supported by an actual invoice or the method of determining cost. Supporting documentation must be included with the financial report.

**Time and Attendance:** Payroll expenditures must be supported by employee's earning history, attendance sheet, time sheet, payroll register, and duty log. These records must be retained and made available to ATPA staff during on-site monitoring. **Law Enforcement and Prosecutors Only** - Attach the monthly duty logs to the Financial Report (EX-36 series) for your grant award.

**Fringe Benefits and Overtime:** Retain a copy of cost allocations for fringe benefits charged to the ATPA program. **Law Enforcement and Prosecutors Only** - Each person's overtime hours must not exceed five percent of the person's actual regular hours worked.

**Equipment Procurement Procedures/Consultant/Contractual Service:** Grantees must attach a copy of the invoice to the financial report, as supporting documentation.

**Payment Procedure:** Advance payment, with exception, will be based on prior experience and budget limitations. It requires a formal agreement. **Note:** New first time grantees must be registered in the state of Michigan's vendor file.

The project director and financial officer will serve without compensation from the ATPA grant award.

**Mileage Expense for Nonprofit Neighborhood Organizations:** Limited to the grantee's established mileage reimbursement allowance for non-federally funded activities, not to exceed the ATPA approved budget amount. Grantees must provide supporting documentation for these expenses.

**Vehicle Usage/Rental Expenses for Law Enforcement and Prosecutors:** Limited to the grantee's established reimbursement policy for non-federally funded activities, not to exceed the ATPA approved budget amount. Grantees must provide supporting documentation for these expenses.

**Vacancy:** If a position is vacant for more than 30 days, the total ATPA approved budget for the position will be reduced accordingly, unless an extension request has been approved.

**Program Income:** Seized property, forfeiture funds, fees, royalties, registrations, etc., generated as a result of auto theft prevention activities shall be used to enhance auto theft prevention programs

### IV. Eligible Expenditures

- Regular salaries.
- Fringe benefits.
- Overtime hours. Hours must not exceed five percent of the actual regular hours worked.
- Travel and meals. Travel outside normal territory, not to exceed \$500 per employee/per year.
- Vehicle operation cost. Not to exceed:
  - Law enforcement agency - \$10,000 per employee/per year engaged in road patrols/investigations.
  - Prosecutor's office - \$1,500 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
  - Nonprofit organization - \$1,500 per employee/per year for mileage reimbursement.
- Film and processing costs. Not to exceed \$500.
  - Camera, not to exceed \$300 per camera.
- Office space. Rental space requires prior approval.
- Desk. For new projects only, not to exceed \$325 per desk.
- Chair. For new projects only, not to exceed \$150 per chair.
- File cabinet. Not to exceed \$250 per cabinet.
- Tape recorder. Not to exceed \$100 per tape recorder.
- Copier usage. Not to exceed:
  - Law enforcement agency - \$200 per month.
  - Prosecutor's office - \$1,000 per year.
  - Nonprofit agency - \$250 per year.
- Phone installation.
- Phone usage. Not to exceed:
  - Law enforcement agency and prosecutor's office - \$50 per month/per person.
  - Nonprofit agency - \$500 per year.
- Office supplies. Not to exceed \$150 per year/per person.
- Investigative supplies for law enforcement agency, not to exceed \$250 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Auto theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.

### V. Ineligible Expenditures

- Inordinate fringes, including, but not limited to, lump sum payments (e.g., banked sick/vacation time, pensions, and health benefits).
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- In-car terminals and system.
- Law Enforcement Information Network (LEIN) usage fees.
- Liability insurance.
- Non-auto theft-related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives.
- Professional insurance and indirect costs.
- First-class travel.

**VI. Law Enforcement Measurable Objectives**

- Reduce the number of thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false theft reports.
- Reduce the economic gain associated with auto theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than their total approved grant award from the ATPA.
- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on Progress Reports (EX-37).
- Attend regular meetings for area detectives and insurance investigators, including participation in the monthly Anti-Car Theft meetings and Help Eliminate Auto Theft programs.

**VII. Law Enforcement Evaluation Criteria (See Section XIII. Arrest Ranking)**

- Number of 14 point motor vehicle theft (MVT) related arrests.
- Number of 12 point MVT related arrests.
- Number of ten point MVT related arrests.
- Number of eight point MVT related arrests.
- Number of six point MVT related arrests.
- Number of four point MVT related arrests.
- Number of two point MVT related arrests.
- Number of insurance fraud related arrests.
- Number of passenger vehicles recovered.
- Dollar value of recovered passenger vehicles.
- Number of other vehicles recovered.
- Dollar value of other vehicles recovered.
- Number of parts recovery incidents.
- Dollar value of recovered parts/equipment.
- Dollar amount deposited into forfeiture account.

**VIII. Prosecutor Measurable Objectives**

- Provide full-time access to the judicial system for ATPA task forces in grant area and provide opportunities to informally discuss cases and legal issues.
- Vertically prosecute all selected auto theft related cases.
- Maintain a policy of plea bargaining only when absolutely necessary.
- Achieve an overall conviction rate of 80 percent.
- Achieve a trial conviction rate of 70 percent.
- Strive for maximum sentence lengths for defendants.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

**IX. Prosecutor Evaluation Criteria**

- Number of cases initiated.
- Number of preliminary exams held.
- Number of preliminary exams waived.
- Number of cases disposed pre-trial.
- Number of defendants who pled guilty to original charge.
- Number of defendants who pled guilty to lesser included offense.
- Number of plea bargain dismissals.
- Number of other dismissals.
- Number of cases disposed by trial (jury/judge).
- Number of defendants convicted on original charge.
- Number of defendants convicted on reduced charge.
- Number of defendants incarcerated.
- Number of defendants fined/placed on probation.
- Dollar amount of restitution ordered.
- Number of defendants convicted of insurance fraud.

**X. Nonprofit Neighborhood Organization Measurable Objectives**

- Conduct [ ] auto theft awareness programs/seminars.
- Etch [ ] vehicles.
- Distribute [ ] fliers/brochures regarding auto theft prevention.
- Write and publish no less than [ ] articles about auto theft prevention. The article(s) must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

**XI. Nonprofit Neighborhood Organization Evaluation – Reporting Criteria**

- Number of programs/seminars conducted.
- Number of vehicles etched.
- Number of fliers/brochures distributed.
- Number of theft prevention articles written and published.

**XII. Reporting Schedule**

Organization Type	Quarterly Progress and Semi-Annual Financial		Due Date
Law Enforcement Agency and Prosecuting Attorney's Office	Progress Reports (EX-37)	10-01-15 to 12-31-15	01-31-16
	Progress Reports (EX-37)	01-01-16 to 03-31-16	04-30-16
	Financial Reports (EX-36)	10-01-16 to 03-31-16	04-30-16
	Progress Reports (EX-37)	04-01-16 to 06-30-16	07-31-16
	Financial Reports (EX-36)	04-01-16 to 09-30-16	10-15-16
	Progress Reports (EX-37)	07-01-16 to 09-30-16	10-31-16
Organization Type	Quarterly Progress and Quarterly Financial		Due Date
Nonprofit 501(c)(3) Neighborhood Organization	Progress Reports (EX-37)	10-01-15 to 12-31-15	01-31-16
	Financial Reports (EX-35)	10-01-15 to 12-31-15	01-31-16
	Progress Reports (EX-37)	01-01-16 to 03-31-16	04-30-16
	Financial Reports (EX-35)	01-01-16 to 03-31-16	04-30-16
	Progress Reports (EX-37)	04-01-16 to 06-30-16	07-31-16
	Financial Reports (EX-35)	04-01-16 to 06-30-16	07-31-16
	Progress Reports (EX-37)	07-01-16 to 09-30-16	10-15-16
	Progress Reports (EX-37)	07-01-16 to 09-30-16	10-31-16

**XIII. Arrest Ranking**

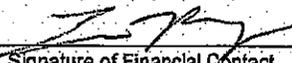
Felony Charges	Maximum Sentence	Arrest Points
Altering Vehicle Identification Number with Intent to Mislead	4 Years	10
Arson - Owner Involved	10 Years	14
Breaking and Entering a Motor Vehicle	10 Years	4
Carjacking	Life	8
Chop Shop	10 Years	14
Continuing Criminal Enterprise	20 Years	14
Counterfeit Insurance Certificates	1 - 5 Years	6
Embezzlement	5 - 10 Years	6
Failure to Return Rental Vehicle	5 - 10 Years	6
False Certification	5 Years	12
False Police Report - Motor Vehicle	4 Years	8
False Pretenses	5 - 10 Years	12
False Statement in Application for Title	10 Years	12
Forged License Documents/License Plates	5 Years	6
Insurance Fraud - Owner Staged Arson/Larceny/Theft	5 - 10 Years	14
Interstate Transportation of Stolen Motor Vehicle	10 Years	14
Larceny by Conversion	5 - 10 Years	6
Larceny from Motor Vehicle	5 Years	4
Obtain Personal Identification (ID) Without Permission	5 Years	6
Odometer Fraud	5 Years	12
Operating License Forged, Altered, or False	1 - 10 Years	6
Possess or Sell Rosette Rivets	4 Years	4
Possess Stolen Vehicle with Intent to Pass Title	10 Years	10
Repair - Salvage Facility Violation	2 Years	4
Receiving and Concealing Stolen Property	5 - 10 Years	8
Unlawfully Driving Away Automobile	5 Years	6
Unlawful Use	Misdemeanor	4
Use Fraudulent ID to Lease or Purchase Vehicle	5 Years	12
All Other Charges		

**Note:**

- Team takes credit for most serious charge against subject and ignores others.
- Team takes credit for original arrest charge, even if reduced later by prosecutor.
- If subject is arrested on three separate warrants, team may count three arrests.
- Attempted crimes or conspiracy to commit crime earns same points as listed.

**XIV. Contract Signatures**

Grant funding will not be released until all requirements of the signed grant contract have been agreed upon. The undersigned has the authority to accept the terms of this grant contract.

Printed Name of Project Director <b>CAPTAIN ERIC PAYNE</b>	Signature of Project Director 	Date <b>9/8/15</b>
Printed Name of Financial Contact <b>TERESA GRINSTERN</b>	Signature of Financial Contact 	Date <b>9/8/15</b>
Printed Name of ATPA Executive Director <b>F/Lt. Troy Allen</b>	Signature of ATPA Executive Director 	Date <b>9/14/15</b>

**Memorandum of Agreement  
Between  
Grand Rapids Police Department  
and  
Wyoming Police Department  
and  
Kentwood Police Department**

**I. PARTIES**

This Memorandum of Agreement (Agreement) is entered into by and between Grand Rapids Police Department, referred to hereinafter as the Grantee, and Wyoming Police Department, and Kentwood Police Department.

Grand Rapids Police Department, Wyoming Police Department, and Kentwood Police Department are collectively referred to hereinafter as CATT.

**II. PURPOSE**

The purpose of this Agreement is to set forth the conditions and responsibilities of CATT as stated in the Auto Theft Prevention Authority (ATPA) Grant Contract.

**III. AGREEMENT**

CATT is committed to accomplishing the following objectives as outlined in the ATPA Grant Contract between the ATPA and the Grantee.

**Grand Rapids Police Department will:**

- a. Reduce the number of auto thefts in grant coverage area, as grant coverage area is defined in the ATPA Grant Application, by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings and Help Eliminate Auto Theft (H.E.A.T.) programs.
- e. Following forfeited property auctions, report to the ATPA the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Receive quarterly progress and reimbursement requests from participating agencies, compile received reports, and submit compiled data with supporting documentation to the ATPA by the designated due dates.

**Wyoming Police Department will:**

- a. Reduce the number of auto thefts in grant coverage area, as grant coverage area is defined in the ATPA Grant Application, by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and UCR requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings and H.E.A.T. programs.
- e. Following forfeited property auctions, report to the Grantee the dollar amount deposited into the designated forfeiture account on progress reports.

- f. Submit quarterly progress and reimbursement requests to the Grantee by the designated due dates.

**Kentwood Police Department will:**

- a. Reduce the number of auto thefts in grant coverage area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and UCR requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings and H.E.A.T. programs.
- e. Following forfeited property auctions, report to the Grantee the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress and reimbursement requests to the Grantee by the designated due dates.

**The Parties mutually agree:**

- a. To make all reasonable efforts to ensure that all reports are submitted to the Grantee, compiled, and forwarded to the ATPA by the designated due date.
- b. To work cooperatively to fulfill all grant requirements as stated in the ATPA Grant Contract.

**IV. CORRESPONDENCE**

All notices or other written communications shall be addressed as indicated in this section, or as specified, by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other communications required by, or related to, this Agreement shall be in writing and shall be delivered in one of the following manners:

- a. In person;
- b. By certified registered mail, return receipt requested, with all postage or charges prepaid; or,
- c. By email to the email address identified for the authorized representative.

**Grand Rapids Police Department:**

Attn: Captain Eric Payne  
Address: 01 Monroe Center NW  
City, State, Zip: Grand Rapids, MI 49503  
Telephone: (616)456-4487  
Email: [epayne@grcity.us](mailto:epayne@grcity.us)

**Wyoming Police Department:**

Attn: Lieutenant Mark Easterly  
Address: 2300 DeHoop Ave SW  
City, State, Zip: Wyoming, MI 49509  
Telephone:  
Email: [EasterlyM@wyomingmi.gov](mailto:EasterlyM@wyomingmi.gov)

**Kentwood Police Department:**

Attn: Captain Mark Davis  
Address: 4742 Walma Ave SE  
City, State, Zip: Kentwood, MI 49512  
Telephone:  
Email: [DavisM@ci.kentwood.mi.us](mailto:DavisM@ci.kentwood.mi.us)

**V. TERM**

This Agreement is contingent upon funds being awarded by the ATPA for auto-theft prevention activities. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, for a period beginning October 1, 2015, through September 30, 2016, unless terminated early, as hereinafter set forth.

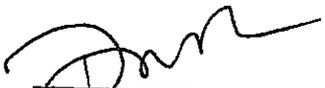
**VI. TERMINATION**

Any party may terminate this Agreement for any reason, provided that at least thirty (30) days advance written notice of termination is given to the non-terminating parties by the terminating party.

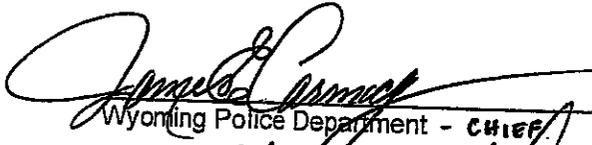
**VII. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement is the complete and exclusive statement of the Agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, and other communications between the Parties either oral or written. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives. Any party may change its authorized representative(s) or address for an authorized representative during the term of this Agreement by providing written notice to the other parties in accordance with Section IV above. It is not necessary to amend this Agreement for the sole purpose of changing an authorized representative or address for an authorized representative

**VIII. SIGNATORIES**

  
Grand Rapids Police Department - CHIEF

10.30.15  
Date

  
Wyoming Police Department - CHIEF

10-28-15  
Date

  
Kentwood Police Department - CHIEF

10/27/15  
Date

COPY

## COMBINED AUTO THEFT TEAM (CATT)

## COMBINED BUDGET DETAIL

G-22-16

	2016			Percent	TOTAL AMOUNT PER AGENCY
	2015	2016		50%	
	APPROVED BUDGET	APPLICATION BUDGET	ATPA Staff RECOMM	ATPA SHARE	
<b>SWORN EMPLOYEES</b>					
<b>Salaries &amp; Wages:</b>					
(2)GRPD-Officers	209,860	137,994		68,997	
Overtime	15,739	10,350		5,175	
Fringe Benefits	142,600	49,650		24,825	
(1)GRPD-Sergeant	209,860	77,903		38,952	
Overtime	15,739	5,843		2,922	
Fringe Benefits	142,600	26,239		13,120	153,990
(1)Wyoming PD-Detective	69,303	72,941		36,471	
Overtime	5,198	5,314		2,657	
Fringe Benefits	50,815	54,290		27,145	66,273
(1)Kentwood PD-Detective	63,853	64,969		32,485	
Overtime	4,789	3,248		1,624	
Fringe Benefits	58,067	59,638		29,819	63,928
<b>TOTAL SWORN EMPLOYEES</b>	<b>988,423</b>	<b>568,379</b>	<b>-</b>	<b>284,190</b>	
<b>VEHICLES</b>					
(3) Grand Rapids PD	30,000	46,120		23,060	
(1) Wyoming PD	6,015			-	
(1) Kentwood PD	10,000			-	
<b>TOTAL VEHICLES</b>	<b>46,015</b>	<b>46,120</b>	<b>-</b>	<b>23,060</b>	
<b>FIELD OPERATIONS</b>					
Investigative. Supplies	1,360	1,250		625	
MAVTI & IAATI Dues/Training fees	300	220		110	
ACT Meetings Refreshment	600	600		300	
Other: IAATI travel/training, wireless services(tablets), diagnostic code scanner, orion tracking devise and service, carfax	6,540	12,900		6,450	
<b>TOTAL FIELD OPERATIONS</b>	<b>10,000</b>	<b>14,970</b>	<b>-</b>	<b>7,485</b>	
<b>OFFICE OPERATON</b>					
Office Supplies	750	750		375	
<b>TOTAL OFFICE OPERATIONS</b>	<b>750</b>	<b>750</b>	<b>-</b>	<b>375</b>	
<b>GRAND TOTAL</b>	<b>1,045,188</b>	<b>630,219</b>	<b>-</b>	<b>315,110</b>	
<b>REIMBURSEMENT PERCENT</b>	<b>50%</b>				

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE PAYMENT OF THE  
KENT TRAILS OPERATION AND MAINTENANCE FEES

WHEREAS:

1. In 2011 the City of Wyoming entered into an updated 20-year Agreement for the payment of operation and maintenance fees of the Kent Trails.
2. In accordance with the Agreement, the City of Wyoming has received an invoice for our portion of the 2015 fees in the amount of \$9,078.67.
3. Funds have been appropriated in the Major and Local Street accounts 202-441-46300-930.000 and 203-441-46300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of the 2015 Kent Trail fees in the amount of \$9,078.67.
2. The City Council authorizes the City Manager to approve future payments 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 February 1, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Invoice



12/31/2015

# INVOICE

## 2015 Operations and Maintenance of Kent Trails

Betty Mavorist  
 Bower  
 Cadmus University  
 Chief Hwy Divison  
 Coldwater River  
 Cooper Creek  
 Lakeside  
 Douglas Walker  
 Detroit Macysville  
 Dwight Lynch  
 Hillsburg  
 John Khol  
 Jordan  
 Johnson Henry  
 Kent Trails  
 Knapp Valley Forest  
 Lamonioux Donald J.  
 Lamonioux Memorial  
 Long Lake  
 Lower Saginaw  
 Lutes  
 Mithras  
 Myers Lake  
 Palmer  
 Park  
 Parkers Lake  
 Prairie Lake  
 Rogue River  
 Rault  
 Seaman  
 Spencer Lake  
 Tuscarora Recreation  
 Townsend Warren  
 Walnut Lake Park  
 & Campground  
 Whitefield  
 White Pine

**Bill to:**  
 City of Wyoming  
 Attn: Accounts Payable  
 1155 28th St SW  
 PO Box 905  
 Wyoming, MI 49509

**Remit to:**  
 Kent County Parks Department  
 1700 Butterworth Dr SW  
 Grand Rapids, MI 49534-7065  
 (616) 632-7275 Fax: (616) 336-2998

### Amount Due from Each Partner per Agreement

Kent County Parks	50.0%	\$	25,791.68
City of Grand Rapids	13.5%	\$	6,963.75
City of Grandville	7.1%	\$	3,662.42
City of Walker	4.0%	\$	2,063.33
<b>City of Wyoming</b>	<b>17.6%</b>	<b>\$</b>	<b>9,078.67</b>
Byron Township	7.8%	\$	4,023.50
<b>Total 2015 charges</b>		<b>\$</b>	<b>51,583.36</b>

### Breakdown of 2015 Expenses for reference

Labor (trail maintenance)	\$	22,629.27
Utilities - Electric	\$	2,683.45
Repair and Maintenance - Grounds	\$	1,224.20
Repair and Maintenance - Vehicles	\$	10.44
Insurance	\$	5,036.00
<b>Total Kent Trail operations and maintenance expenses</b>	<b>\$</b>	<b>31,583.36</b>
Annual allocation to Kent Trails Reconstruction Fund	\$	20,000.00
<b>Total 2015 charges</b>	<b>\$</b>	<b>51,583.36</b>

- Please make checks payable to: Kent County Parks Department  
 - Address correction requested.  
 - Please return copy of invoice with payment.  
**Thank you!**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE FINAL PAYMENT TO  
MICHIGAN PAVING AND MATERIALS COMPANY FOR THE COMPLETION OF THE  
2015 WYOMING PARKING LOT RESURFACING PROJECT

WHEREAS:

1. On April 6, 2015, the City of Wyoming awarded a contract to Michigan Paving and Materials Company for the 2015 Wyoming Parking Lot Resurfacing Project in the amount of \$318,252.07.
2. The project is now complete but various items were increased above the original bid quantities adding \$8,387.22 to the original project total.
3. The additional cost can be financed out of the following capital accounts, respectively, but a budget amendment is necessary:

Description	Account Number
Department of Public Safety	101-305-30610-978.000
Wyoming Senior Center	208-752-75800-975.225
City Hall	101-267-26700-978.000
District Court	101-136-13610-978.000

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves the final payment of \$9,620.22 to Michigan Paving and Materials Company for the 2015 Wyoming Parking Lot Resurfacing Project.
2. The City Council hereby approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 1, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Final Pay Estimate



# CITY OF WYOMING

1155 28TH STREET S. W.  
WYOMING, MI 49509

AUTHORIZATION FOR PAYMENT FOR WORK COMPLETED ON THE FOLLOWING CONTRACT

## 2015 City Parking Lot Resurfacing

169.15 Estimate # 5 - Final

IDR START DATE 9/3/2015  
IDR END DATE 1/5/2016

ACCOUNT NO.	REQUISITION	THIS ESTIMATE	TOTAL
101-305-30610-978.000 (Public Safety)	\$169,064.85	\$ 4,868.00	\$ 173,674.77
208-752-75800-975.225 (Senior Center)	\$37,092.22	\$ 407.00	\$ 37,479.66
101-267-26700-978.000 (City Hall)	\$56,312.20	\$ 3,076.92	\$ 58,465.28
101-136-13610-978.000 (Court)	\$55,782.80	\$ 1,268.30	\$ 57,019.58
	<hr/>	<hr/>	<hr/>
	\$318,252.07	\$ 9,620.22	\$ 326,639.29

CONTRACTOR:

MI Paving & Materials  
2575 S Haggerty Rd  
Canton, MI 48188

PO# 2015-00000658 CONTRACT PRICE: \$ 318,252.07  

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\$ 318,252.07

DATE OF LAST ESTIMATE: 6/30/2015

DATE OF THIS ESTIMATE: 2/1/2016

TOTAL AMOUNT EARNED AS SHOWN ON ESTIMATE 5 \$ 326,639.29  
LESS PREVIOUS ESTIMATES \$ 317,019.07  
AMOUNT DUE CONTRACTOR \$ 9,620.22

PREPARED BY: [Signature] 1-21-2016

REVIEWED BY: [Signature] 1-21-16

APPROVED BY: [Signature] 1-25-16



# Construction Pay Estimate Report

City of Wyoming

1/21/2016 9:07 AM

FieldManager 5.1a

Contract: 169.15, City Parking Lot Resurfacing

<b>Estimate No.</b> 5	<b>Estimate Date</b> 1/21/2016	<b>Entered By</b> Oonk Jeff	<b>Estimate Type</b> Final	<b>Managing Office</b> City of Wyoming
<b>All Contract Work Completed</b> 6/22/2015	<b>Construction Started Date</b> 4/29/2015	<b>Prime Contractor</b> Michigan Paving and Materials Company P.O. Box 787 Belleville MI 48111-0787		
<b>Comments</b>				

## Item Usage Summary

Project: 169.15, City Parking Lot Resurfacing

Category: 1, Police Department

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
MISC. Paint - Left Turn Arrow	EACH	6297050	0270	0320	FA	004	1.000	25.00	\$25.00
MISC. Paint - Right Turn Arrow	EACH	6297050	0265	0310	FA	004	1.000	25.00	\$25.00
MOBILIZATION	LS	_1000	0005	0005	00	000	1.000	450.00	\$450.00
PAVEMENT MARKING REGULAR 4" BLUE	LFT	_6486	0055	0055	00	000	193.000	0.25	\$48.25
PAVEMENT MARKING REGULAR 4" YELLOW	LFT	_6485	0050	0050	00	000	904.000	0.25	\$226.00
PAVEMENT MARKING REGULAR BLUE - HANDICAP SYMBOL	EACH	_6481	0045	0045	00	000	-5.000	15.00	\$-75.00
REG-DRY PAVT MRKG,24",STOP BAR	LFT	6290251	0260	0300	FA	004	24.000	1.00	\$24.00
<b>Subtotal for Category 1:</b>									<b>\$723.25</b>

Category: 2, Senior Center

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
CONCRETE CURB AND GUTTER, 30" - DET I25	LF	_6240	0075	0075	00	000	7.000	26.00	\$182.00
PAVEMENT MARKING REGULAR 4" BLUE	LFT	_6486	0095	0095	00	000	194.000	0.25	\$48.50
PAVEMENT MARKING REGULAR 4" YELLOW	LFT	_6485	0090	0090	00	000	226.000	0.25	\$56.50
PAVEMENT MARKING REGULAR BLUE - HANDICAP SYMBOL	EACH	_6481	0085	0085	00	000	8.000	15.00	\$120.00
<b>Subtotal for Category 2:</b>									<b>\$407.00</b>

Category: 3, City Hall

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
BITUMINOUS MIXTURE - 36A	TON	_6324	0250	0280	SA	001	36.210	73.32	\$2,654.92



# Construction Pay Estimate Report

City of Wyoming

1/21/2016 9:07 AM

FieldManager 5.1a

## Item Usage Summary

Project: 169.15, City Parking Lot Resurfacing

Category: 3, City Hall

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
MISC. Paint - Right Turn Arrow	EACH	6297050	0265	0315	FA	004	1.000	25.00	\$25.00
PAVEMENT MARKING REGULAR 4" BLUE	LFT	_6486	0145	0145	00	000	848.000	0.25	\$212.00
PAVEMENT MARKING REGULAR 4" YELLOW	LFT	_6485	0140	0140	00	000	452.000	0.25	\$113.00
PAVEMENT MARKING REGULAR BLUE - HANDICAP SYMBOL	EACH	_6481	0135	0135	00	000	4.000	15.00	\$60.00
REG-DRY PAVT MRKG,24",STOP BAR	LFT	6290251	0260	0305	FA	004	12.000	1.00	\$12.00
<b>Subtotal for Category 3:</b>									<b>\$3,076.92</b>

Category: 4, District Court

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
BITUMINOUS MIXTURE - 36A	TON	_6324	0250	0285	SA	001	15.000	73.32	\$1,099.80
PAVEMENT MARKING REGULAR 4" BLUE	LFT	_6486	0185	0185	00	000	49.000	0.25	\$12.25
PAVEMENT MARKING REGULAR 4" YELLOW	LFT	_6485	0180	0180	00	000	565.000	0.25	\$141.25
PAVEMENT MARKING REGULAR BLUE - HANDICAP SYMBOL	EACH	_6481	0175	0175	00	000	1.000	15.00	\$15.00
<b>Subtotal for Category 4:</b>									<b>\$1,268.30</b>

Category: 5, Veterans Park

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
BITUMINOUS MIXTURE - 36A	TON	_6324	0250	0290	SA	001	50.000	73.32	\$3,666.00
MOBILIZATION	LS	_1000	0190	0190	00	000	1.000	450.00	\$450.00
PAVEMENT MARKING REGULAR 4" YELLOW	LFT	_6485	0225	0225	00	000	115.000	0.25	\$28.75
<b>Subtotal for Category 5:</b>									<b>\$4,144.75</b>
<b>Subtotal for Project 169.15:</b>									<b>\$9,620.22</b>

**Total Estimated Item Payment: \$9,620.22**

## Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	Overall Contract Site	Completion Date		\$0
<b>Total Liquidated Damages:</b>				<b>\$0</b>



# Construction Pay Estimate Report

## Pre-Voucher Summary

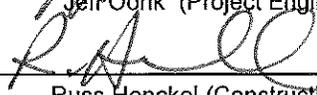
Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
169.15, City Parking Lot Resurfacing	0005	\$9,620.22	\$0.00	\$9,620.22
<b>Voucher Total:</b>				<b>\$9,620.22</b>

## Summary

Current Voucher Total:	\$9,620.22	Earnings to date:	\$326,639.29
-Current Retainage:	\$0.00	- Retainage to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
<b>Total Estimated Payment:</b>	<b>\$9,620.22</b>	<b>Net Earnings to date:</b>	<b>\$326,639.29</b>
		- Payments to date:	\$317,019.07
		<b>Net Earnings this period:</b>	<b>\$9,620.22</b>

## Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document. I also certify the prime contractor is meeting all requirements for minority percentages and the payrolls are current.

 <hr/> Jeff Oonk (Project Engineer) and/or	<hr/> 1-21-16 (Date)
 <hr/> Russ Henckel (Construction Engineer)	<hr/> 1-21-16 (Date)



# Construction Pay Estimate Amount Balance Report

Estimate: 5

1/21/2016 9:07 AM  
FieldManager: 5.1a

City of Wyoming

**Contract: \_169.15, City Parking Lot Resurfacing**  
**Project: 169.15, City Parking Lot Resurfacing**

### Category: 1, Police Department

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0030	BIT MIXTURE 36A	_6338	0.000	SY		0.000			73.32000	
0250	BITUMINOUS MIXTURE - 36A	_6324	1,805.360	TON		1,805.360	1,805.360	100%		\$132,369.00
0015	COLD MILLING EXISTING PAVEMENT - 2"	_1204	12,472.000	SY		12,472.000	12,472.000	100%		\$14,467.52
0025	CONCRETE CURB AND GUTTER, 30" - DET 125	_6240	80.000	LF		80.000	80.000	100%		\$2,080.00
0235	CONCRETE GUTTER - DET 127	_6220	60.000	LF		60.000	60.000	100%		\$1,920.00
0245	CONCRETE SIDEWALK, 4"	_6270	360.000	SF		360.000	360.000	100%		\$2,520.00
0270	MISC. Paint - Left Turn Arrow	6297050	1.000	EACH	1.000	1.000	1.000	100%		\$25.00
0265	MISC. Paint - Right Turn Arrow	6297050	1.000	EACH	1.000	1.000	1.000	100%		\$25.00
0005	MOBILIZATION	_1000	1.000	LS	1.000	1.000	1.000	100%		\$450.00
0055	PAVEMENT MARKING REGULAR 4" BLUE	_6486	838.000	LFT	193.000	838.000	838.000	100%		\$209.50
0050	PAVEMENT MARKING REGULAR 4" YELLOW	_6485	4,920.000	LFT	904.000	4,920.000	4,920.000	100%		\$1,230.00
0045	PAVEMENT MARKING REGULAR BLUE - HANDICAP SYMBOL	_6481	7.000	EACH	-5.000	7.000	7.000	100%		\$105.00
0040	Pavt Mrlkg, Inlay Cold Plastic, Rt Turn Arrow Sym	_6414	0.000	EACH		0.000			125.00000	
0035	Pavt, Mrlkg, Inlay Cold Plastic, Lt Turn Arrow Sym	_6413	0.000	EACH		0.000			125.00000	
0260	REG-DRY PAVT MRKG, 24" STOP BAR	6290251	24.000	LFT	24.000	24.000	24.000	100%		\$24.00
0010	REMOVE CURB & GUTTER	_1008	140.000	LF		140.000	140.000	100%		\$1,960.00
0240	REMOVE SIDEWALK	_1035	40.000	SY		40.000	40.000	100%		\$560.00
0020	SITE GRADING	_6100	1.000	LS		1.000	1.000	100%	10,000.00000	\$10,000.00
<b>Subtotal for Category 1:</b>									<b>167945.02</b>	

### Category: 2, Senior Center

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0080	BIT MIXTURE 36A	_6338	0.000	SY		0.000			73.32000	

**Contract: \_169.15**

Estimate: 5



# Construction Pay Estimate Amount Balance Report

Estimate: 5

1/21/2016 9:07 AM  
FieldManager 5.1a

City of Wyoming

## Project: 169.15, City Parking Lot Resurfacing

### Category: 2, Senior Center

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0250	BITUMINOUS MIXTURE - 36A	_6324	377,730	TON		377,730	377,730	100%	73.32000	\$27,695.16
0070	COLD MILLING EXISTING PAVEMENT - 1 1/2"	_1200	4,000,000	SY		4,000,000	4,000,000	100%	1.16000	\$4,640.00
0075	CONCRETE CURB AND GUTTER, 30" - DET 125	_6240	86,000	LF	7,000	86,000	86,000	100%	26.00000	\$2,236.00
0060	MOBILIZATION	_1000	1,000	LS	1,000	1,000	1,000	100%	450.00000	\$450.00
0095	PAVEMENT MARKING REGULAR 4" BLUE	_6486	934,000	LFT	194,000	934,000	934,000	100%	0.25000	\$233.50
0090	PAVEMENT MARKING REGULAR 4" YELLOW	_6485	1,276,000	LFT	226,000	1,276,000	1,276,000	100%	0.25000	\$319.00
0085	PAVEMENT MARKING REGULAR BLUE - HANDICAP SYMBOL	_6481	16,000	EACH	8,000	16,000	16,000	100%	15.00000	\$240.00
0065	REMOVE CURB & GUTTER	_1008	119,000	LF	119,000	119,000	119,000	100%	14.00000	\$1,666.00
<b>Subtotal for Category 2:</b>										<b>37479.66</b>

### Category: 3, City Hall

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0120	BIT MIXTURE 36A	_6338	0,000	SY		0,000	73,320,000			
0250	BITUMINOUS MIXTURE - 36A	_6324	641,210	TON	36,210	641,210	641,210	100%	73.32000	\$47,013.52
0110	COLD MILLING EXISTING PAVEMENT - 1 1/2"	_1200	6,111,000	SY		6,111,000	6,111,000	100%	1.16000	\$7,088.76
0115	CONCRETE CURB AND GUTTER, 30" - DET 125	_6240	73,000	LF		73,000	73,000	100%	26.00000	\$1,898.00
0125	INLAID COLD PLASTIC PAVEMENT MARKING, 24 STOP BAR	_6412	0,000	LFT		0,000	10,000,000			
0265	MISC. Paint - Right Turn Arrow	6297050	1,000	EACH	1,000	1,000	1,000	100%	25.00000	\$25.00
0100	MOBILIZATION	_1000	1,000	LS	1,000	1,000	450,000,000			\$450.00
0145	PAVEMENT MARKING REGULAR 4" BLUE	_6486	1,038,000	LFT	848,000	1,038,000	1,038,000	100%	0.25000	\$259.50
0140	PAVEMENT MARKING REGULAR 4" YELLOW	_6485	2,426,000	LFT	452,000	2,426,000	2,426,000	100%	0.25000	\$606.50

Contract: 169.15

Estimate: 5



# Construction Pay Estimate Amount Balance Report

Estimate: 5

1/21/2016 9:07 AM  
FieldManager 5.1a

City of Wyoming

## Project: 169.15, City Parking Lot Resurfacing

### Category: 3, City Hall

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0135	PAVEMENT MARKING REGULAR BLUE - HANDICAP SYMBOL	_6481	6,000	EACH	4,000	6,000	6,000	100%	15.00000	\$90.00
0130	Pavt Mrgk. Inlay Cold Plastic, Rt Turn Arrow Sym	_6414	0.000	EACH	0.000	0.000	125.00000			
0260	REG-DRY PAVT MRKG.,24".STOP BAR	6290251	12,000	LFT	12,000	12,000	12,000	100%	1.00000	\$12.00
0105	REMOVE CURB & GUTTER	_1008	73,000	LF	73,000	73,000	14,00000	100%		\$1,022.00
<b>Subtotal for Category 3:</b>										<b>58465.28</b>

### Category: 4, District Court

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0170	BIT MIXTURE 36A	_6338	0.000	SY	0.000	0.000	73.32000			
0250	BITUMINOUS MIXTURE - 36A	_6324	657,470	TON	15,000	657,470	657,470	100%	73.32000	\$48,205.70
0160	COLD MILLING EXISTING PAVEMENT - 1 1/2"	_1200	6,505,500	SY	6,505,500	6,505,500	6,505,500	100%	1.16000	\$7,546.38
0165	CONCRETE CURB AND GUTTER, 30" - DET I25	_6240	0.000	LF	0.000	0.000	26.00000			
0150	MOBILIZATION	_1000	1,000	LS	1,000	1,000	450.00000	100%		\$450.00
0185	PAVEMENT MARKING REGULAR 4" BLUE	_6486	99,000	LFT	49,000	99,000	99,000	100%	0.25000	\$24.75
0180	PAVEMENT MARKING REGULAR 4" YELLOW	_6485	2,871,000	LFT	565,000	2,871,000	2,871,000	100%	0.25000	\$717.75
0175	PAVEMENT MARKING REGULAR BLUE - HANDICAP SYMBOL	_6481	5,000	EACH	1,000	5,000	15,00000	100%		\$75.00
0155	REMOVE CURB & GUTTER	_1008	0.000	LF	0.000	0.000	14,00000			
<b>Subtotal for Category 4:</b>										<b>57019.58</b>

Contract: \_169.15

Estimate: 5



# Construction Pay Estimate Amount Balance Report

Estimate: 5

City of Wyoming

1/21/2016 9:07 AM  
FieldManager 5.1a

Project: 169.15, City Parking Lot Resurfacing

Category: 5, Veterans Park

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0255	ADJUST CASTINGS Ductile Iron Riser	_6295	2,000	EA	2,000	2,000	2,000	100%	210,000.00	\$420,000
0215	BIT MIXTURE 36A	_6338	0,000	SY	0,000	0,000	73,320,000		73,320,000	
0250	BITUMINOUS MIXTURE - 36A	_6324	50,000	TON	50,000	50,000	73,320,000	100%	73,320,000	\$3,666,000
0200	COLD MILLING EXISTING PAVEMENT - 2"	_1204	0,000	SY	0,000	0,000	1,160,000		1,160,000	
0210	CONCRETE SIDEWALK, 4"	_6270	125,000	SF	125,000	125,000	7,000,000	100%	7,000,000	\$875,000
0190	MOBILIZATION	_1000	1,000	LS	1,000	1,000	450,000,000	100%	450,000,000	\$450,000
0230	PAVEMENT MARKING REGULAR 4" BLUE	_6486	100,000	LFT	100,000	100,000	0,250,000	100%	0,250,000	\$25,000
0225	PAVEMENT MARKING REGULAR 4" YELLOW	_6485	331,000	LFT	115,000	331,000	0,250,000	100%	0,250,000	\$82,750
0220	PAVEMENT MARKING REGULAR BLUE - HANDICAP SYMBOL	_6481	1,000	EACH	1,000	1,000	15,000,000	100%	15,000,000	\$15,000
0195	REMOVE SIDEWALK	_1035	14,000	SY	14,000	14,000	14,000,000	100%	14,000,000	\$196,000
0205	SITE GRADING	_6100	0,000	LS	0,000	0,000	3,000,000,000		3,000,000,000	

Subtotal for Category 5: 5729.75

Subtotal for Project 169.15: 326639.29

Percentage of Contract Completed(curr): 100%  
(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$9,620.22

Total Amount Earned To Date: \$326,639.29

Contract: \_169.15

Estimate: 5

Page 4 of 4

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE MODIFICATION TO AN EXISTING AGREEMENT  
WITH DONOHUE ENGINEERING TO EXPAND THE STUDY OF THE EFFICIENCY  
OF THE CLEAN WATER PLANT AERATION SYSTEM

WHEREAS:

1. As detailed in the attached Staff Report, City Council authorized an agreement with Donohue Engineering to study the efficiency of the Clean Water Plant’s aeration system.
2. Donohue Engineering has recommended two additional analyses to best maximize the value of the study.
3. The additional cost for both analyses is \$11,000.00.
4. Funds for the additional analyses will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize modification to an existing agreement with Donohue Engineering to expand the study of the efficiency of the Clean Water Plant Aeration System.
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 February 1, 2016.

ATTACHMENTS:  
 Budget Amendment  
 Staff Report  
 Agreement

\_\_\_\_\_  
 Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_



## STAFF REPORT

Date: January 11, 2016  
Subject: Modification of Clean Water Plant Aeration Efficiency Study  
From: Myron Erickson, Deputy Director of Public Works  
Date of Meeting: February 1, 2016

---

### RECOMMENDATION:

It is recommended that City Council authorize modifying an existing agreement with Donohue Engineering to expand the study of the efficiency of the Clean Water Plant's aeration system.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The aeration system at the Clean Water Plant is the main means of removal of treatable loading in the City's wastewater. The more efficient the operation, the more the environment can be safeguarded.

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 socio-economic status.

Economic Strength – Efficiency of treatment has a direct impact on cost. By improving the efficiency of this treatment system, the costs to run the system will be lowered. Even a modest increase in efficiency can reduce electrical power costs by thousands of dollars a month.

### DISCUSSION:

City Council Resolution No. 25237 authorized the Clean Water Plant to issue a purchase order with Donohue Engineering for the purposes of an aeration system efficiency study. That study is due to be complete by spring, 2016, and we anticipate cost savings as a result. At the mid-point of the study, however, it became apparent that an unanticipated data-gathering step was needed.

The engineers at Donohue recommended testing the off-gases coming from the aeration basins and a laboratory examination and analysis of the ceramic air diffusers at the bottom of the aeration basins. We felt that gathering this data was the best way to maximize the value of our aeration efficiency study, so we proceeded to allow Donohue's technical services contractor, Redmon Engineering, to conduct the tests.

Hence we need to modify our existing purchase order with Donohue Engineering to reflect the costs of this additional and necessary service. Both analyses are at a cost of \$11,000.

### BUDGET IMPACT:

A Budget Amendment in the amount of \$11,000 is necessary to pay for this additional analysis, transferring funds from Sewer Fund Capital Outlay Miscellaneous Equipment (590-590-54400-980074) to Sewer Fund Professional Services (590-590-54300-801000).



**AMENDMENT NO. #1 to  
ENGINEERING SERVICES AGREEMENT  
Activated Sludge Blower System Evaluation (Project)  
Original Agreement Executed September 21, 2015**

This Amendment is by and between:

City of Wyoming (City)  
2350 Ivanrest Avenue SW  
Wyoming, MI 49418

and

Donohue & Associates, Inc. (Donohue)  
125 S. Wacker Drive, Suite 1850  
Chicago, IL 60606

Who agree to amend the original Agreement, as follows:

**PART I – B. SCOPE OF SERVICES**

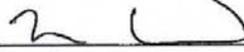
The services have been modified to include the following additional activities:

1. Conduct a two-day full-scale off-gas analysis of two aeration basins. The objective of the evaluation is to directly observe the actual gas-phase oxygen transfer efficiency of the new aeration system under process water conditions to use as a baseline for future comparison. The result will be measurement of the actual oxygen transfer efficiency and alpha values within the Wyoming secondary treatment aeration basins.
2. Five diffusers will be removed from one of the aeration basins and sent for laboratory analysis of their condition and degree of fouling, as well as the degree of restoration achieved by two different cleaning methods. The cleaning methods will include hydrochloric acid steeping and pressure hosing. Each diffuser will be tested for clean water oxygen transfer, dynamic wet pressure, and effective flux ratio, "as received" and following each cleaning step.
3. A report will be provided which documents the results of testing in items 1 and 2 above, the results and any recommendations.
4. The off gas testing and diffuser evaluation will be performed under Donohue's supervision by Redmon Engineering Company. In order to provide coordination and clear direction, Donohue will provide an engineer on site at the Wyoming facility on the first day of the onsite testing.

**PART III – A. COMPENSATION**

Compensation for the services set forth in Part I shall be increased \$ 11,000, resulting in a total contract amount of \$ 50,000.

APPROVED FOR OWNER

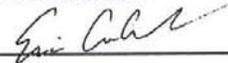
By: 

Printed Name: Myron Erickson PE

Title: Dep. Dir. Public Works

Date: 21 January 2016

APPROVED FOR DONOHUE

By: 

Printed Name: Eric Cockerill, PE

Title: Vice President

Date: 12/11/2015

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONCUR WITH THE EMERGENCY REPLACEMENT OF THE  
TEMPERATURE CONTROL SYSTEM AT THE WYOMING PUBLIC LIBRARY  
AND TO AUTHORIZE PAYMENT TO GRAND VALLEY AUTOMATION

WHEREAS:

1. As detailed in the attached Staff Report, Grand Valley Automation provided emergency replacement of the temperature control system at the Wyoming Public Library.
2. It is recommended the City Council authorize payment to Grand Valley Automation in the amount of \$11,580.80.
3. Funds for the emergency repairs will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency replacement of the temperature control system at the Wyoming Public Library.
2. The City Council does hereby authorize payment to Grand Valley Automation in the amount of \$11,580.80.
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 February 1, 2016.

ATTACHMENTS:  
Budget Amendment  
Staff Report  
Invoices

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_



## STAFF REPORT

Date: January 14, 2016  
Subject: Library HVAC Temperature Controls  
From: Jeff Anderson, Parks and Facilities Supervisor  
Cc: Rebecca Rynbrandt, Director of Community Services  
Meeting Date: February 1, 2016

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### RECOMMENDATION:

It is recommended that the City Council concur with the prior emergency purchase of the HVAC temperature control replacement and programming from Grand Valley Automation. As this was an unplanned emergency repair, a budget amendment is necessary to transfer funds from the Library Fund Balance to provide for full payment.

### SUSTAINABILITY CRITERIA:

Environmental Quality – By providing a new temperature control system the HVAC system can be controlled automatically reducing energy consumption and maximize heating and cooling efficiency.

Social Equity – This recommendation will provide a comfortable building environment to all citizens and staff that utilize the Library.

Economic Strength – By upgrading the HVAC temperature control server and new software programming will provide staff an efficient method of temperature control, troubleshooting and monitoring.

### DISCUSSION:

On Thursday, September 17, 2016 our HVAC control service contractor, Grand Valley Automation, was called to inspect the temperature control system at the Library. The control contractor determined that the original JACE controller had failed and required replacement. The controller is no longer supported by the manufacturer and required an updated version. The cost of the new controller was \$2,835.00 excluding labor. The new unit was programmed to update all control points, time schedules, alarm points, trends and data shared points. The 85 hours of labor and new controller exceeded the thresh hold for our charter purchasing requirement and will require an emergency replacement purchase. The City Hall, Court and Police Building have the same temperature control systems that will require replacement upgrades in the next fiscal year budget.

### BUDGET IMPACT:

The total price for the new JACE controller and programming is \$11,580.80. This will require a budget amendment from Library Fund Balance to the Library Repairs and Maintenance Account # 271-267-26700-930.000.

**SERVICE INVOICE**

GRAND VALLEY AUTOMATION, INC. 4275 SPARTAN INDUSTRIAL DRIVE GRANDVILLE, MI 49418  (616) 224-7036 Main (616) 224-7047 Fax	<b>INVOICE NUMBER</b>	24124
	<b>DATE OF INVOICE</b>	12/30/2015
	<b>WORK ORDER</b>	003245
	<b>DATE COMPLETED</b>	12/01/2015
	<b>MAKE</b>	
	<b>MODEL</b>	
	<b>SERIAL NUMBER</b>	
	<b>TECHNICIAN</b>	243
	<b>PURCHASE ORDER</b>	VERBAL
	<b>PAYMENT TERMS</b>	NET 15 DAYS
	<b>AUTHORIZED BY</b>	JEFF ANDERSON

<b>INVOICE TO:</b> WY7224	<b>SERVICE REQUESTED:</b> WY000234 - REPLACE TRIDIUM JACE FOR TEMPERATURE C
WYOMING CITY HALL 1155 - 28TH ST SW WYOMING, MI 49509	WYOMING LIBRARY 3350 MICHAEL AVE. WYOMING, MI 49509

**WORK DESCRIPTION:**

- FOUND EXISTING TRIDIUM JACE NOT WORKING - NO COMMUNICATION
- REPLACED WITH AN UPDATED CURRENT GENERATION JACE 600.
- UPLOADED ALL CONTROLLERS, PROGRAMMED ALL CONTROL POINTS, PROGRAMMED TIME SCHEDULES, ALARMS POINTS, TRENDS AND DATA SHARE POINTS.
- TESTED COMMUNICATION TO EACH CONTROLLER.
- SET UP ALL SETPOINTS AND POINT PARAMETERS, CREATED GRAPHIC SCREENS AND FLOOR PLANS FOR EACH AREA OF THE BUILDING.
- SET UP THE CORRECT IP ADDRESS AND VICTORIA'S COMPUTER.

QUANTITY	PARTS DESCRIPTION		PRICE	TOTAL PRICE
	LABOR:			
3.50	MITCH HONDORP	REGULAR H 9/17/2015	95.00	332.50
7.50	TONY PEERBOLT	REGULAR H 9/16/2015	95.00	712.50
1.00	JOSH LUBBERS	REGULAR H 9/17/2015	95.00	95.00
3.50	PAUL KNAPP	REGULAR H 9/17/2015	95.00	332.50
1.00	TONY PEERBOLT	REGULAR H 9/23/2015	95.00	95.00
1.00	TONY PEERBOLT	REGULAR H 9/28/2015	95.00	95.00
1.00	TONY PEERBOLT	REGULAR H 9/29/2015	95.00	95.00
7.50	TONY PEERBOLT	REGULAR H 10/19/2015	95.00	712.50
6.00	TONY PEERBOLT	REGULAR H 10/20/2015	95.00	570.00
4.50	TONY PEERBOLT	REGULAR H 10/21/2015	95.00	427.50
1.50	PAUL KNAPP	REGULAR H 10/21/2015	95.00	142.50
3.50	TONY PEERBOLT	REGULAR H 10/27/2015	95.00	332.50
5.50	TONY PEERBOLT	REGULAR H 10/28/2015	95.00	522.50
2.50	TONY PEERBOLT	REGULAR H 10/30/2015	95.00	237.50
1.00	TONY PEERBOLT	REGULAR H 10/31/2015	95.00	95.00
6.50	PAUL KNAPP	REGULAR H 10/28/2015	95.00	617.50
2.00	TONY PEERBOLT	REGULAR H 11/11/2015	95.00	190.00

*AS A PREFERRED CUSTOMER, PLEASE NOTE YOUR HOURLY RATE COMPARED TO OUR STANDARD RATE OF \$105.00 PER HOUR. *CREDIT CARD PAYMENTS ARE ACCEPTED WITHIN 5 DAYS OF THE INVOICE DATE WITHOUT CHARGE. CREDIT CARD PAYMENTS INITIATED AFTER THE 5TH DAY WILL INCUR A 5% SURCHARGE.	<b>MATERIALS</b>	★CONTINUED★
	<b>TRIP CHARGE</b>	
	<b>TAXABLE LABOR</b>	
	<b>SUBTOTAL</b>	
	<b>TAX</b>	
	<b>EXEMPT LABOR</b>	
	<b>TOTAL DUE</b>	
	<b>PAYMENTS RECEIVED</b>	
	<b>BALANCE DUE</b>	

**SERVICE INVOICE**

GRAND VALLEY AUTOMATION, INC. 4275 SPARTAN INDUSTRIAL DRIVE GRANDVILLE, MI 49418  (616) 224-7036 Main (616) 224-7047 Fax	<b>INVOICE NUMBER</b>	24124
	<b>DATE OF INVOICE</b>	12/30/2015
	<b>WORK ORDER</b>	003245
	<b>DATE COMPLETED</b>	12/01/2015
	<b>MAKE</b>	
	<b>MODEL</b>	
	<b>SERIAL NUMBER</b>	
	<b>TECHNICIAN</b>	243
	<b>PURCHASE ORDER</b>	VERBAL
	<b>PAYMENT TERMS</b>	NET 15 DAYS
<b>AUTHORIZED BY</b>	JEFF ANDERSON	
<b>INVOICE TO:</b> WY/224	<b>SERVICE REQUESTED:</b> WY000234	
WYOMING CITY HALL 1155 - 28TH ST SW WYOMING, MI 49509	- REPLACE TRIDIUM JACE FOR TEMPERATURE C  WYOMING LIBRARY 3350 MICHAEL AVE. WYOMING, MI 49509	

**WORK DESCRIPTION:**

*85 HRS*

QUANTITY	PARTS DESCRIPTION	PRICE	TOTAL PRICE
	*** CONTINUED ***		
5.00	TONY PEERBOLT REGULAR H 11/13/2015	95.00	475.00
6.00	TONY PEERBOLT REGULAR H 11/19/2015	95.00	570.00
5.00	TONY PEERBOLT REGULAR H 11/20/2015	95.00	475.00
3.00	TONY PEERBOLT REGULAR H 11/23/2015	95.00	285.00
4.00	TONY PEERBOLT REGULAR H 11/25/2015	95.00	380.00
3.00	TONY PEERBOLT REGULAR H 12/01/2015	95.00	285.00
	MATERIALS:		
1.00	IN5074/ENC-DRV-LON	224.07	224.07
	ENC DRIVER LON FTT-10A		
1.00	TRD-J-600E	2835.00	2835.00
	JACE 600 CONTROLLER		
1.00	TRD-NPB-BATT	53.13	53.13
	JACE 600 BATTERY		
1.00	TRD-NPB-LON	194.09	194.09
	JACE 6/7 LON CARD		
1.00	TRD-NPB-PWR-UN	164.51	164.51

*AS A PREFERRED CUSTOMER, PLEASE NOTE YOUR HOURLY RATE COMPARED TO OUR STANDARD RATE OF \$105.00 PER HOUR. *CREDIT CARD PAYMENTS ARE ACCEPTED WITHIN 5 DAYS OF THE INVOICE DATE WITHOUT CHARGE. CREDIT CARD PAYMENTS INITIATED AFTER THE 5TH DAY WILL INCUR A 5% SURCHARGE.	<b>MATERIALS</b>	★ CONTINUED ★
	<b>TRIP CHARGE</b>	
	<b>TAXABLE LABOR</b>	
	<b>SUBTOTAL</b>	
	<b>TAX</b>	
	<b>EXEMPT LABOR</b>	
	<b>TOTAL DUE</b>	
	<b>PAYMENTS RECEIVED</b>	
<b>BALANCE DUE</b>		

**SERVICE INVOICE**

GRAND VALLEY AUTOMATION, INC. 4275 SPARTAN INDUSTRIAL DRIVE GRANDVILLE, MI 49418  (616) 224-7036 Main (616) 224-7047 Fax	<b>INVOICE NUMBER</b>	24124
	<b>DATE OF INVOICE</b>	12/30/2015
	<b>WORK ORDER</b>	003245
	<b>DATE COMPLETED</b>	12/01/2015
	<b>MAKE</b>	
	<b>MODEL</b>	
	<b>SERIAL NUMBER</b>	
	<b>TECHNICIAN</b>	243
	<b>PURCHASE ORDER</b>	VERBAL
	<b>PAYMENT TERMS</b>	NET 15 DAYS
	<b>AUTHORIZED BY</b>	JEFF ANDERSON

<b>INVOICE TO:</b> WY7224  WYOMING CITY HALL 1155 - 28TH ST SW WYOMING, MI 49509	<b>SERVICE REQUESTED:</b> WY000234 - REPLACE TRIDIUM JACE FOR TEMPERATURE C  WYOMING LIBRARY 3350 MICHAEL AVE. WYOMING, MI 49509
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**WORK DESCRIPTION:**

QUANTITY	PARTS DESCRIPTION	PRICE	TOTAL PRICE
1.00	*** CONTINUED *** JACE 600/700 POWER MODULE TRIP CHARGE	35.00	35.00

*AS A PREFERRED CUSTOMER, PLEASE NOTE YOUR HOURLY RATE COMPARED TO OUR STANDARD RATE OF \$105.00 PER HOUR. *CREDIT CARD PAYMENTS ARE ACCEPTED WITHIN 5 DAYS OF THE INVOICE DATE WITHOUT CHARGE. CREDIT CARD PAYMENTS INITIATED AFTER THE 5TH DAY WILL INCUR A 5% SURCHARGE.	<b>MATERIALS</b>	3470.80
	<b>TRIP CHARGE</b>	35.00
	<b>TAXABLE LABOR</b>	
	<b>SUBTOTAL</b>	3505.80
	<b>TAX</b>	
	<b>EXEMPT LABOR</b>	8075.00
	<b>TOTAL DUE</b>	11580.80
	<b>PAYMENTS RECEIVED</b>	.00
	<b>BALANCE DUE</b>	11580.80

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONCUR WITH ACCEPTANCE OF  
AN AGREEMENT WITH AT&T

WHEREAS:

1. As detailed in the attached Staff Report, current ISDN technology will no longer be supported by AT&T.
2. AT&T has provided the City with an Agreement for the upgrade and replacement of the communications lines for the Water Treatment Plant's Supervisory Control and Data Acquisition (SCADA) network.
3. Future additional lines will be added allowing additional build-out of this technology to occur in the future.
4. It is recommended the City Council concur with acceptance of the agreement with AT&T.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with acceptance of an agreement with AT&T.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of future agreements and additional lines 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 February 1, 2016.

ATTACHMENTS:  
Staff Report  
Agreement

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

**DATE:** January 26, 2016  
**SUBJECT:** Utilities/Water Treatment Plant: Communications Upgrade  
**FROM:** Pat Firestone, Information Technology  
**MEETING DATE:** February 1, 2016

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### RECOMMENDATION:

It is recommended that the City Council authorize the approval of the attached proposal and contract with AT&T, for the upgrade and replacement of communications lines for the Water Treatment Plant's SCADA (Supervisory Control and Data Acquisition) network. This proposal includes replacing older ISDN technology with AT&T's VPN Bundle services.

This is the first phase of a multi-phase project. Additional lines will be added in the future that are not covered in this contract but will use the same technology and have similar costs. This encompasses building the "head-end" or initial connection lines into the Water Treatment plant, allowing additional build-out of this technology to occur in the future.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The City's two utility plants are actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Both plants utilize highly sophisticated communication systems for process control and environmental 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 socio-economic status. All of Wyoming's residents and wholesale community customers enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

Economic Strength – Proper and complete treatment of drinking water and wastewater depends upon automated control and communication systems. Both plants budget annually for the support of these systems.

### DISCUSSION:

The current technology used (ISDN) is being phased out, and will no longer be supported by AT&T and the communications industry. Wyoming staff is experiencing support issues with current ISDN technology, because of the lack of investment in ISDN infrastructure, as well as the general difficulty in troubleshooting this older technology. The newer technology also offers many advantages, including a speed increase of more than ten times the current speed, which will also allow added enhancements, such as Voice over IP phone systems and security cameras. This proposal also includes a built-in backup system utilizing the cellular network, which will minimize off-hours callouts of Wyoming support personnel.

The City of Wyoming Information Technology department, in conjunction with City of Wyoming Utilities staff, has been meeting with other wholesale customers to present this communications change and proposal. Other wholesale customers have been experiencing the same issues, such as obsolescence, support issues, and contracts that are not being renewed, and also seeing large price increases. Because the City of Wyoming is tasked with monitoring all wholesale customers' water assets, it is imperative that our technology is similar and consistent for support purposes. The wholesale customers Wyoming has met with have agreed that this proposal is the direction to proceed, and have agreed to start contract negotiations with AT&T on their own behalf, thus keeping a consistent and robust SCADA network.

**BUDGET IMPACT:**

The cost of this phase of the project is \$2605 per month and it is a three-year commitment. Funding for the contract is available and budgeted in the water fund water utility accounts and should be split as follows: 591-591-553.00-850.000 (70%) and 591-591-559.00-850.000 (30%).



Sales Contact Information  
CUSHMAN; CRAIG  
6167243541  
cc9189@us.att.com

**eSign Fax Cover Sheet** Contract Id: 4596442

**To:** AT&T Automated Fax Handling Service

**From:**

**Fax:** 877-374-4632 or 877-eSignFax

**Total Pages: 8**  
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: [esign@att.com](mailto:esign@att.com)

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
  - I. eSign Fax Cover Sheet for Contract Id: 4596442
  - II. All Pages stamped with Contract Id: 4596442
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1110268  
Contract Id: 4596442



AT&T Business Network (ABN) VPN Value Bundle Express Agreement

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before December 31, 2015.

For AT&T Administrative Use Only

attuid: cc9189

171 Account # \_\_\_\_\_ Master Customer # \_\_\_\_\_ CON#: CSM150824151850
Contract ID#: VVB66820-V115035

Table with 3 columns: Company Name ("Customer"), AT&T - Contact For Notices, AT&T Sales Contact - Primary Contact. Rows include Legal Name, Street Address, City, and Tel #.

AGREEMENT TERMS

1. SERVICES

Table with 2 columns: Services in ABN VPN Value Bundle Express, Service Publication. Lists services like AT&T VPN Express Service and provides a URL for service guidelines.

2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Table with 2 columns: Term, Term Start Date, Effective Date of Rates and Discounts, Auto-Renewal Period(s). Details 3-year term and renewal conditions.

3. MARC AND MARC-ELIGIBLE CHARGES

Not Applicable

4. WAIVERS, MINIMUM PAYMENT PERIOD AND CREDITS

4.1 Waivers

Table with 2 columns: Charges Waived, Minimum Retention Period. Lists waived charges and their respective retention periods.

4.2 Minimum Payment Period

Table with 3 columns: Service Components, Percent of Monthly Service Fees Due Upon Termination, Minimum Payment Period per Service Component.

5. RATES (PRICES)

5.1 AT&T VPN Express Service (with Managed Router feature)

Locations in AT&T ILEC Areas where AT&T Corp. or an AT&T Affiliate owns the facilities from the Customer Site to the AT&T POP

AT&T VPN Express Service (with Managed Router feature)



AT&T Business Network (ABN) VPN Value Bundle Express Agreement

Option	Access Method	Bandwidth	Monthly Charge Per Port Per Site
A	T-1 <sup>#</sup>	1.5 Mbps	\$370.00
B	2xT-1 <sup>#</sup>	3 Mbps	\$625.00
C	4xT-1 <sup>#</sup>	6 Mbps	\$1,135.00
D	Ethernet – Switched*	10 Mbps	\$1,000.00
E1**	Ethernet – Switched	20 Mbps	\$500.00
E2	Ethernet – Switched*	20 Mbps	\$1,250.00
F	Ethernet – Switched*	50 Mbps	\$1,400.00
G	Ethernet – Switched*	100 Mbps	\$1,900.00
H	Ethernet – Switched	150 Mbps	\$3,000.00
I	Ethernet – Switched	250 Mbps	\$3,825.00
J	Ethernet – Switched	400 Mbps	\$5,250.00
K	Ethernet – Switched	500 Mbps	\$5,700.00
L	Ethernet – Switched	600 Mbps	\$6,200.00
M	Ethernet – Switched	1 Gbps	\$8,925.00

<sup>#</sup>Excludes T1 Access Channels over 50 miles from Customer Site to the AT&T POP – rates for Access Channels over 50 miles from Customer Site to the AT&T POP are as specified in the Service Publication (Rate Table ABN-VPN-VBXIN: ABN VPN Value Bundle Express Bundled Charge), as revised from time to time

\*Rates will also apply to Ethernet locations provided by the underlying access providers as described in the Service Publication for Price Bands C and D

\*\*Rate applies only to one AT&T VPN Express Service (with Managed Router feature) Ethernet-Switched 20 Mbps selected by Customer that is ordered between the Term Start Date and 02/28/2016

Locations outside AT&T ILEC Areas

AT&T VPN Express Service (with Managed Router feature)			
Option	Access Method	Bandwidth	Monthly Charge Per Port Per Site
A	T-1 <sup>#</sup>	1.5 Mbps	\$470.00
B	2xT-1 <sup>#</sup>	3 Mbps	\$825.00
C	4xT-1 <sup>#</sup>	6 Mbps	\$1,535.00
D	Ethernet – Switched	10 Mbps	\$1,500.00
E	Ethernet – Switched	20 Mbps	\$1,750.00
F	Ethernet – Switched	50 Mbps	\$2,375.00
G	Ethernet – Switched	100 Mbps	\$3,300.00
H	Ethernet – Switched	150 Mbps	\$4,350.00
I	Ethernet – Switched	250 Mbps	\$6,300.00
J	Ethernet – Switched	400 Mbps	\$7,950.00
K	Ethernet – Switched	500 Mbps	\$8,725.00
L	Ethernet – Switched	600 Mbps	\$9,475.00
M	Ethernet – Switched	1 Gbps	\$13,325.00

<sup>#</sup>Excludes T1 Access Channels over 25 miles from Customer Site to the AT&T POP – rates for Access Channels over 25 miles from Customer Site to the AT&T POP are as specified in the Service Publication (Rate Table ABN-VPN-VBXOUT: ABN VPN Value Bundle Express Bundled Charge), as revised from time to time

5.2 AT&T IP Flexible Reach

AT&T IP Flexible Reach	
Monthly Charge per Concurrent Call	\$13.00
IP Local and IP Long Distance Bundle	600 US Off-Net LD minutes per month per Concurrent Call
US Off-Net Calling Charge	Per Minute in excess of 600 minutes per Concurrent Call - \$0.0200
International Off-Net Calling Charge	As specified in the Service Publication, Rate Table for International Off-Net Outbound Calls

5.3 AT&T Managed Firewall Service – Network Based

AT&T Managed Firewall Service – Network Based	
NBFW Bandwidth between 1.5 Mbps – 6 Mbps	Per Mbps MRC - \$50.00



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NBFW Bandwidth between 7 Mbps – 15 Mbps	Per Mbps MRC - \$44.00
NBFW Bandwidth between 20 Mbps – 40 Mbps	Per Mbps MRC - \$22.00
NBFW Bandwidth between 45 Mbps – 90 Mbps	Per Mbps MRC - \$20.00
NBFW Bandwidth between 100 Mbps+	Per Mbps MRC - \$18.00
Primary Service Level	MRC – \$95.00
Enhanced Service Level	MRC – \$495.00
Additional NBFW Public IP Addresses (in packs of 2)	MRC - \$25.00

5.4 Wireless Data Back-Up for AT&T VPN Express Service

Wireless Data Back-Up for AT&T VPN Express Service	
Wireless Data Back-Up for AT&T VPN Express Service	As specified in the Service Publication, as revised from time to time

5.5 AT&T VPN Express Features

MPLS Unilink Option		Internet VLAN Option			
Bandwidth	Monthly Charge Per Port Per Site	Bandwidth	Monthly Charge Per Port Per Site	Bandwidth	Monthly Charge Per Port Per Site
1.5 Mbps	N/A	1 Mbps	\$200.00	80 Mbps	\$1,626.00
3 Mbps	N/A	2 Mbps	\$260.00	90 Mbps	\$1,752.00
6 Mbps	N/A	3 Mbps	\$315.00	100 Mbps	\$1,878.00
10 Mbps	\$61.00	4 Mbps	\$320.00	150 Mbps	\$2,483.00
20 Mbps	\$84.00	5 Mbps	\$325.00	200 Mbps	\$3,147.00
50 Mbps	\$160.00	6 Mbps	\$330.00	250 Mbps	\$3,572.00
100 Mbps	\$268.00	7 Mbps	\$335.00	300 Mbps	\$3,996.00
150 Mbps	\$389.00	8 Mbps	\$340.00	400 Mbps	\$4,847.00
250 Mbps	\$605.00	9 Mbps	\$345.00	450 Mbps	\$5,271.00
400 Mbps	\$789.00	10 Mbps	\$350.00	500 Mbps	\$5,696.00
500 Mbps	\$911.00	20 Mbps	\$484.00	600 Mbps	\$6,895.00
600 Mbps	\$1,034.00	30 Mbps	\$685.00	700 Mbps	\$7,744.00
1 Gbps	\$1,672.00	40 Mbps	\$837.00	800 Mbps	\$8,593.00
		50 Mbps	\$1,038.00	900 Mbps	\$9,575.00
		60 Mbps	\$1,374.00	1 Gbps	\$10,460.00
		70 Mbps	\$1,500.00		

5.6 AT&T Business in a Box® Service

Service Component/Device	On-Site Maintenance (24X7X4) Monthly Charges
	Monthly Service Charge
8 Port Analog Module Add-On*	\$30.00

\* Note: Limit of three of each type of Add-On's per circuit.

5.7 Availability: ABN VPN Value Bundle Express is available to Customer that:

- (1a) has existing AT&T Ethernet Value Bundle, AT&T Fiber Broadband Bundle or AT&T Fiber Broadband Bundle Express Service before the effective date of this Agreement and agrees to increase its spend to AT&T equal to 50% of the current monthly charges from Ethernet Value Bundle, Fiber Broadband Bundle or Fiber Broadband Bundle Express; or
- (1b) has existing AT&T Managed Internet Service with MPLS PNT feature contract that has expired or is due to expire within 12 months of the effective date of this Agreement and migrates those Sites to AT&T VPN Value Bundle Express; or
- (1c) is a new ABN VPN Value Bundle Express Customer; and
- (2) orders and installs ABN VPN Value Bundle Express at a minimum of two Sites.

ABN VPN Value Bundle Express is not available to Customer that is currently purchasing, or that has purchased in the past 12 months, AT&T IP Flexible Reach, AT&T VPN Service, AT&T VPN Express Service, ABN Express VPN Value Bundle or AT&T Managed Firewall Service - Network Based.



5.8 **Early Termination Charges:** In the event Customer terminates any Service or Service Component(s) prior to the expiration of the Term in addition to liability for all charges incurred through the disconnection of the Service or Service Component(s), Customer is liable for the following: (i) Customer must reimburse AT&T for any unrecoverable time and materials costs, including any third party charges, incurred prior to the effective date of the termination; plus, (ii) any unpaid nonrecurring charges; plus, (iii) an termination fee equal to 50% of the total monthly recurring charges for the terminated Service or Service Component(s) for each month remaining in the Term ("Early Termination Fee" or "ETF") or (iv) 50% of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in an applicable Minimum Payment Period. For Customers with a MARC, Customer is liable for Section 5.6(i) and (ii) as specified above, and an Early Termination Fee which shall be equal to 50% of any unsatisfied MARC.

5.9 **Notice of Withdrawal**

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	T1 Access Channels

6. **ABN VPN Value Bundle Express General Terms and Conditions**

6.1 AT&T Corp. or its Affiliates ("collectively AT&T") will provide Customer the services and equipment described in this Agreement ("Services"), and each individual component of a Service ("Service Component"), under the terms of this Agreement, which incorporates-by-reference the terms and conditions set forth under the Service Publication for each individual service provided under this Agreement as if originally set forth herein. AT&T may revise Service Publications at any time. The order of priority of the documents that form this Agreement is: first, this Agreement; then the AUP and then the applicable Service Publications, except the AT&T Business Voice over IP (BVoIP) Services Service Publication Section SD-3.2 "Telephone Numbers", which shall have the same priority as these Agreement Terms and the AUP. Customer agrees that it is impractical for AT&T to provide here all the terms and conditions, including rates and charges, which are set forth in the Service Publications, and that AT&T has acted reasonably in providing access to all Service Publications. An "Affiliate" of a party is an entity that controls, is controlled by, or is under common control with such party.

6.2 **Services:** AT&T will provide or arrange to have the Service or Service Component provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell a Service or Service Component without AT&T's prior written consent. Customer will cause anyone who uses or accesses any Service provided to Customer ("Users") to comply with this Agreement, and Customer is responsible for their use of the Service or any Service Component, unless expressly provided to the contrary in a Service Publication. Customer agrees on its behalf and on behalf of its Affiliates and Users that at all times their use will comply with the AUP.

6.3 Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

6.4 Customer will ensure that the location at which AT&T installs, maintains or provides the Service is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate the affected Service Component, or suspend performance until Customer removes the hazardous materials.

6.5 **AT&T Equipment:** The Service may include use of certain equipment owned by AT&T and located at Customer's premises ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

6.6 **Software:** Any software provided to Customer by AT&T will be governed by the written terms and conditions applicable to such software. Subject to such terms and conditions, title to this software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, which take precedence over this Agreement.

6.7 **Prices:** Unless this Agreement states otherwise, the prices listed in Section 5 of this Agreement are stabilized for the Term. Prices during the Term for each Service and Service Component are provided either in the incorporated Service Publication or are shown above depending on the Service or Service Component. When there is a conflict between this Agreement and the prices, discounts or waivers in the Service Publication for a Service or Service Component, this Agreement controls. During any Auto-Renewal Period, AT&T will continue to provide the Service under the Agreement Terms that are in-effect on the last day of the prior Initial or Auto-Renewal Term, unless stated otherwise in this Agreement.



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**6.8 Taxes; Surcharges; Fees.** Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

**6.9 Billing, Payments and Deposits:** Payment is due 30 calendar days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise). AT&T may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

**6.10 Termination and Suspension:** Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend a Service or Service Component, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service for material breach by AT&T without penalty, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by Customer, if such breach is not cured within 30 calendar days of notice. If Customer fails to rectify a violation of the AUP within 5 calendar days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. AT&T has the right, however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees. If AT&T terminates a Service Component under this Section, Customer is liable for the applicable early termination or cancellation charge for that Service Component.

**6.11 Disclaimer of Warranties and Liability:** AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS), NOR ANY WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA OR TRANSMISSIONS OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH HEREIN); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.

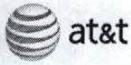
### **6.12 Limitation of Liability**

**6.12.1** AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, WILL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICE OCCURS AND CONTINUES. THIS LIMITATION WILL NOT APPLY TO: (I) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE; OR (II) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER THE "THIRD PARTY CLAIMS" PARAGRAPH.

**6.12.2** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.

**6.12.3** These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

### **6.13 Third-Party Claims**



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**6.13.1** AT&T agrees at its expense to defend or settle any claim against Customer, its Affiliates, and its and their employees and directors, and to pay all compensatory damages finally awarded against such parties where the claim alleges that a Service Component infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that to terminate the Service without further liability to Customer.

**6.13.2** Customer agrees at its expense to defend or settle any claim against AT&T, its Affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under (i)-(iv) above; or (ii) the claim alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided with the Services.

**6.14 ARBITRATION:** AT&T and Customer ("We") agree to resolve all disputes between us through binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this provision.

This agreement to arbitrate is broad, and includes disputes of any type between AT&T (including its subsidiaries, affiliates, agents, predecessors, successors, and assigns) and Customer (including authorized or unauthorized users/beneficiaries of services or devices) under this or prior agreements. **WE AGREE THAT WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY, TO PARTICIPATE IN A CLASS ACTION, OR TO SEEK REMEDIES BEYOND THE EXTENT NECESSARY TO PROVIDE INDIVIDUALIZED RELIEF TO, AND AFFECTING ONLY, AT&T OR CUSTOMER ALONE. WE AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.** Except for matters relating to arbitrability or to the scope and enforceability of the arbitration provision or the interpretation of the limitations on class, representative, private attorney general, and non-individualized relief, all issues are for the arbitrator to decide.

A party seeking arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). Notice to AT&T must be addressed to: Office of Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the basis of the claim or dispute; (b) describe the specific relief sought ("Demand"); and (c) provide your AT&T account number. If We do not resolve the claim within 30 days after receipt of the Notice, either of us may commence an arbitration. The amount of any settlement offer made by AT&T or Customer shall not be disclosed to the arbitrator until after the arbitrator determines the amount of any award on the merits.

Unless We agree otherwise, any arbitration hearings will take place in the county of your billing address. AT&T will pay all AAA filing, administration, and arbitrator fees for a claim brought by AT&T or for a claim or Demand valued at up to \$25,000 brought by Customer. If the arbitrator finds that your claim or Demand is frivolous or is brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of fees will be governed by the AAA rules and Customer agree to reimburse AT&T for fees already paid by AT&T that are your obligation under the AAA rules.

If Customer complied with the notice procedures above; the value of your claim or Demand is \$25,000 or less; and the arbitrator awards Customer an amount greater than the value of AT&T's last written settlement offer made before an arbitrator was selected (or any amount if AT&T made no offer), AT&T will:

- Pay Customer the award or \$10,000, whichever is greater ("Alternative Payment"); and
- Pay your attorney, if any, the amount of attorneys' fees and expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing and pursuing your claim in arbitration ("Attorney Award").

The arbitrator may rule on the payment of fees, expenses, and the Alternative Payment and Attorney Award during the proceeding and within 14 days after his/her final ruling on the merits. In assessing whether the award is greater than the value of AT&T's last written settlement offer, the arbitrator may consider only those attorneys' fees or expenses that Customer incurred through the date of your Notice and which had been awarded to Customer. Customer may also recover attorneys' fees and expenses under applicable law, but Customer may not recover duplicative awards of attorneys' fees or expenses.

This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs. This arbitration provision survives termination of this Agreement. As the exclusive alternative to arbitration, AT&T or Customer may commence an individual action in Small Claims Court. If a court rejects enforcement of any of the limitations on class, representative, private attorney general, or non-individualized relief as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Notwithstanding any provision in this Agreement to the contrary, We agree that if AT&T makes any future change to this arbitration provision (except a change to the Notice Address) during your Service Commitment, Customer may reject any such change by sending AT&T written notice within 30 days of the change to the Notice Address. By rejecting any future change, Customer agree to arbitrate any dispute in accordance with the language of this provision.



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If Customer is located in Puerto Rico, in addition to pursuing arbitration in accordance with this provision, Customer may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave. Roberto H. Tood (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 1-787-756-0804 or 1-866-578-5500; Online: jrtr.gobierno.pr.

6.15 General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. This Agreement may not be assigned by Customer without the prior written consent of AT&T, which consent will not be unreasonably withheld or delayed. AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two years after the cause of action arises. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. Regulated Service Components will be governed by the law and regulations applied by the regulatory commission having jurisdiction over that Service Component. Otherwise, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Service provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, such as fire; flood; lightning; earthquakes; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of AT&T or others); embargoes; acts of God; acts of terrorism, or acts of vandalism or acts otherwise known as "Force Majeure". Any notice required or permitted under this Agreement must be in writing and addressed to the parties at the address below. This Agreement constitutes the entire agreement between the parties concerning the Service and supersedes all other written or oral agreements. This Agreement will not be modified or supplemented by any written or oral statements, proposals, service descriptions, or purchase order forms.

THE UNDERSIGNED, ON BEHALF OF CUSTOMER, ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTANDS THE ADVISORIES CONCERNING THE CIRCUMSTANCES UNDER WHICH E911 SERVICE USING A VOICE OVER IP SYSTEM MAY NOT BE AVAILABLE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO USING TRADITIONAL WIRELINE TELEPHONE SERVICE. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, RELOCATION OF THE END USER'S TELEPHONE SETS OR OTHER EQUIPMENT, USE OF A NON-NATIVE OR VIRTUAL TELEPHONE NUMBER, FAILURE IN THE BROADBAND CONNECTION, LOSS OF ELECTRICAL POWER, AND DELAYS THAT MAY OCCUR IN UPDATING THE CUSTOMER'S LOCATION IN THE AUTOMATIC LOCATION INFORMATION DATABASE. THE ADVISORIES ARE FURTHER PROVIDED AT [HTTP://SERVICEGUIDENEW.ATT.COM](http://SERVICEGUIDENEW.ATT.COM).

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date")

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

Customer (by its authorized representative)	AT&T Corp. (by its authorized representative)
By: <i>Heidi A Isakson</i>	By: <i>Scott Carter</i>
Name: <i>Heidi A. Isakson</i>	Name: <i>Scott Carter</i>
Title: <i>Deputy City Manager</i>	Title: <i>Manager</i>
Date: <i>12/29/15</i>	Date: <i>11/24/15</i>

Doc ID: ABN 66820 V3EXP101-12011

APPROVED AS TO FORM:

AT&T and Customer Confidential Information  
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*Scott Carter*



AT&T Business Network (ABN) VPN Value Bundle Express Agreement

Letter of Authorization to Obtain Customer Service Records Only

Customer Name: CITY OF WYOMING	AT&T	Customer Account #:
Customer Full Address & Zip:  1155 28TH ST SW , NA,WYOMING,MI,49509	AT&T Full Address & Zip:  One AT&T Way Bedminster, NJ 07921-0752	Customer Contact: Pat Firestone Tel. #: 6162493404  AT&T Contact: CRAIG CUSHMAN Tel. #: 6167243541 Email ID: cc9189@us.att.com
Master Customer No.:		AE PID:

1. I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. AT&T may request CSRs for all telephone lines associated with the main Billed Telephone Number(s) (BTNs) listed below or in the attachment. If this authorization does not specify the specific BTNs, this appointment shall extend to all service accounts for which customer appears as the customer of record.

2. This Appointment is applicable to the following location  (Choose one)	Blanket LOA (For all locations in the United States) Location Specific LOA (Specify applicable Billed Telephone Numbers and/or Working Telephone Numbers as attached)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--	--

3. I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

ORDERED BY CUSTOMER: CITY OF WYOMING	
Signature:	
Printed Name:	
Title:	
Date:	

This authorization shall continue in force unless and until revoked by the customer.