

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 1, 2018, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Rick South, Abundant Life Church of God
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the September 17, 2018 Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 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
 1. Expense Report for Mayor Poll – Michigan Municipal League Annual Conference
 2. Expense Report for Councilmembers Bolt, Burrill and DeKryger – Government Matters Annual Luncheon
 - b) From City Manager
 - 18-05 Acceptance of an Easement for 2525 Bayberry Farms, SW (Bayberry Farms Community Association)
 - 18-06 Acceptance of Two Warranty Deeds for 451 – 54th Street, SW (Jolliffe Trust)
- 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 Appoint Nathan Peltz as a Member of the Wyoming Parks and Recreation Commission Representing the Grandville Public School District
- b) To Set Meeting Day and Time for the WKTU Commission of the City of Wyoming
- c) To Authorize the Mayor and City Clerk to Execute Two Amendments to the Streetlighting Contract with Consumers Energy Company

15) Resolutions

- d) To Accept Kent County Veterans Treatment Court Funds and to Authorize a Budget Amendment (Budget Amendment No. 34)
- e) To Increase the Rate of Pay for Election Inspectors in the City of Wyoming

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

- f) To Approve a Change Order for the Re-Roofing Project at the City of Wyoming Public Works Location
- g) To Accept a Proposal for Professional Engineering Services, to Authorize the Mayor and City Clerk to Execute the Agreement, and to Rescind Resolution No. 26138
- h) To Authorize the Purchase of Office Furniture (Budget Amendment No. 33)
- i) To Accept a Proposal for Support Services of the Mitel/ShoreTel Voice over IP (VoIP) Telephone System and to Authorize the City Manager to Execute the Agreement
- j) To Accept a Quote from L3 Mobile-Vision, Inc. to Replace and/or Upgrade Outdated In-Car Video Camera Equipment

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3 minute limit per person.

20) Closed Session (as necessary)

21) Adjournment

**City of Wyoming
TRAVEL EXPENSE ESTIMATE AND AUTHORIZATION**

REQUIRED TO BE FILLED OUT PRIOR TO APPROVAL

Is this required training for continued education to keep a license or certification?
 YES _____ NO

How does this training apply towards providing quality service to our Citizens?

Registration Deadline: _____

Approval	
Department Head	
City Manager	CA

Employee: Mayor Jack Poll
 Department: City Council
 Destination: MML Annual Conf in Grand Rapids

Date Submitted: 08/06/18
 Date(s) of Travel: 09/20/18 to 09/22/18
 Account Charged: 101-101-10100-860.000

PLEASE ATTACH ALL DOCUMENTATION RELEVANT TO THIS REQUEST

	Estimated	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast - \$10.00								
Lunch - \$16.00								
Dinner - \$26.00								
Lodging								
Air Fare/Train								
Car Rental								
Mileage-.535/Mile								
Parking/Toll/etc								
Registration	\$ 390.00							
TOTAL	\$ 390.00							

SIGN WHEN SUBMITTING FINAL EXPENSES

Date Submitted: _____
 Submitted by (Print): _____
 Finance Designee: _____

Total Expenses	\$ 390.00
5/3 CC Charges	
Due to Employee	

Check for: \$ 390.00 Date: _____
 Payable to: 5/3 CC # 6458
 Address: _____

Check for: _____ Date: _____
 Payable to: _____
 Address: _____

Check for: _____ Date: _____
 Payable to: _____
 Address: _____

Check for: _____ Date: _____
 Payable to: _____
 Address: _____

**City of Wyoming
TRAVEL EXPENSE ESTIMATE AND AUTHORIZATION**

REQUIRED TO BE FILLED OUT PRIOR TO APPROVAL

Is this required training for continued education to keep a license or certification?
 YES _____ NO

How does this training apply towards providing quality service to our Citizens?

Registration Deadline: _____

Approval	
Department Head	
City Manager	<i>CA</i>

Employee: Councilmembers Bolt, Burrill & DeKryger
 Department: City Council
 Destination: Government Matters Annual Luncheon, Grand Rapids

Date Submitted: 09/12/18
 Date(s) of Travel: 09/18/18 to 09/18/18
 Account Charged: 101-101-10100-860.000

PLEASE ATTACH ALL DOCUMENTATION RELEVANT TO THIS REQUEST

	Estimated	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast - \$10.00								
Lunch - \$15.00								
Dinner - \$25.00								
Lodging								
Air Fare/Train								
Car Rental								
Mileage-.535/Mile								
Parking/Toll/etc								
Registration	\$ 75.00							
TOTAL	\$ 75.00							

SIGN WHEN SUBMITTING FINAL EXPENSES

Total Expenses	\$ 75.00
6/3 CC Charges	
Due to Employee	

Date Submitted: _____
 Submitted by (Print): _____
 Finance Designee: _____

Check for: \$ 75.00 Date: 09/12/18
 Payable to: Wyoming-Kentwood Chamber of Commerce
 Address: _____

Check for: _____ Date: _____
 Payable to: _____
 Address: _____

Check for: _____ Date: _____
 Payable to: _____
 Address: _____

Check for: _____ Date: _____
 Payable to: _____
 Address: _____

October 1, 2018

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 18-05

Subject: Acceptance of an Easement for 2525 Bayberry Farms, SW
(Bayberry Farms Community Association)

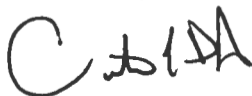
Councilmembers:

Bayberry Farms Community Association, owner of 2525 Bayberry Farms, SW, has submitted the following described Easement. The Easement conveys access rights to the City of Wyoming for the regional storm water detention drainage, flowage, and ingress and egress for maintenance purposes. The Easement area is shown on the attached Easement exhibit drawing. The acquisition is necessary as part of the Bayberry Farms Pond construction completed in 2016.

Grantor:	Bayberry Farms Community Association
Parent Parcel:	41-17-33-427-030
Right-of-way Size	19,359 sf – Easement
Consideration:	\$1.00

It is recommended that the City Council accept the attached Easement which has been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt
City Manager

Attachments: Easement



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

**CITY OF WYOMING
EASEMENT
Parcel No. 41-17-33-427-030**

The Grantor, **Bayberry Farms Community Association**, a Michigan Non-Profit Corporation, whose address is 4460 44th Street, SE, Suite C500, Kentwood, MI 49512.

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal Corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 (the "City" herein), an Easement for regional drainage, flowage and ingress and egress access, including the right to enter upon the real property at any time together with the right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said flowage and ingress and egress access in, over, under, across, through, and upon said real property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Legal Description of Easement
(A Portion of Parcel No. 41-17-33-427-030)

For the full consideration of One Dollar and No Cents (\$1.00).

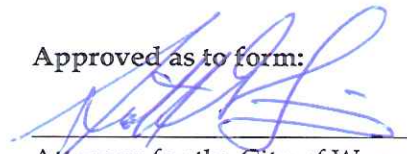
The City shall have the right to use the Grantors' property outside the Easement area but adjoining the Easement area to accomplish the work; provided however, that the City shall restore the portion of the Grantors' property adjoining or within the Easement area to as good or better condition than it was prior to any work having been performed.

Grantors shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement area which would inhibit the intended use of the Easement.

This easement is exempt from state and county transfer tax pursuant to MCLA 207.505 (a) and MCLA 207.526 (a).

DATED: 8-15-18

Approved as to form:



Attorney for the City of Wyoming

GRANTOR:
Bayberry Farms Community
Association, a Michigan Non-Profit
Corporation

Jodi Chance
By: _____
Its: President, BFA

STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 15th
day of August, 2018, by Jodi Chance, President of Bayberry
Farms Community Association, a Michigan Non-Profit Corporation.

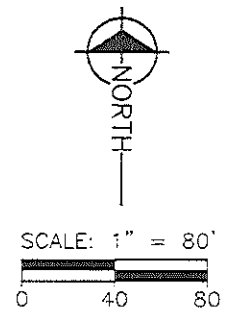
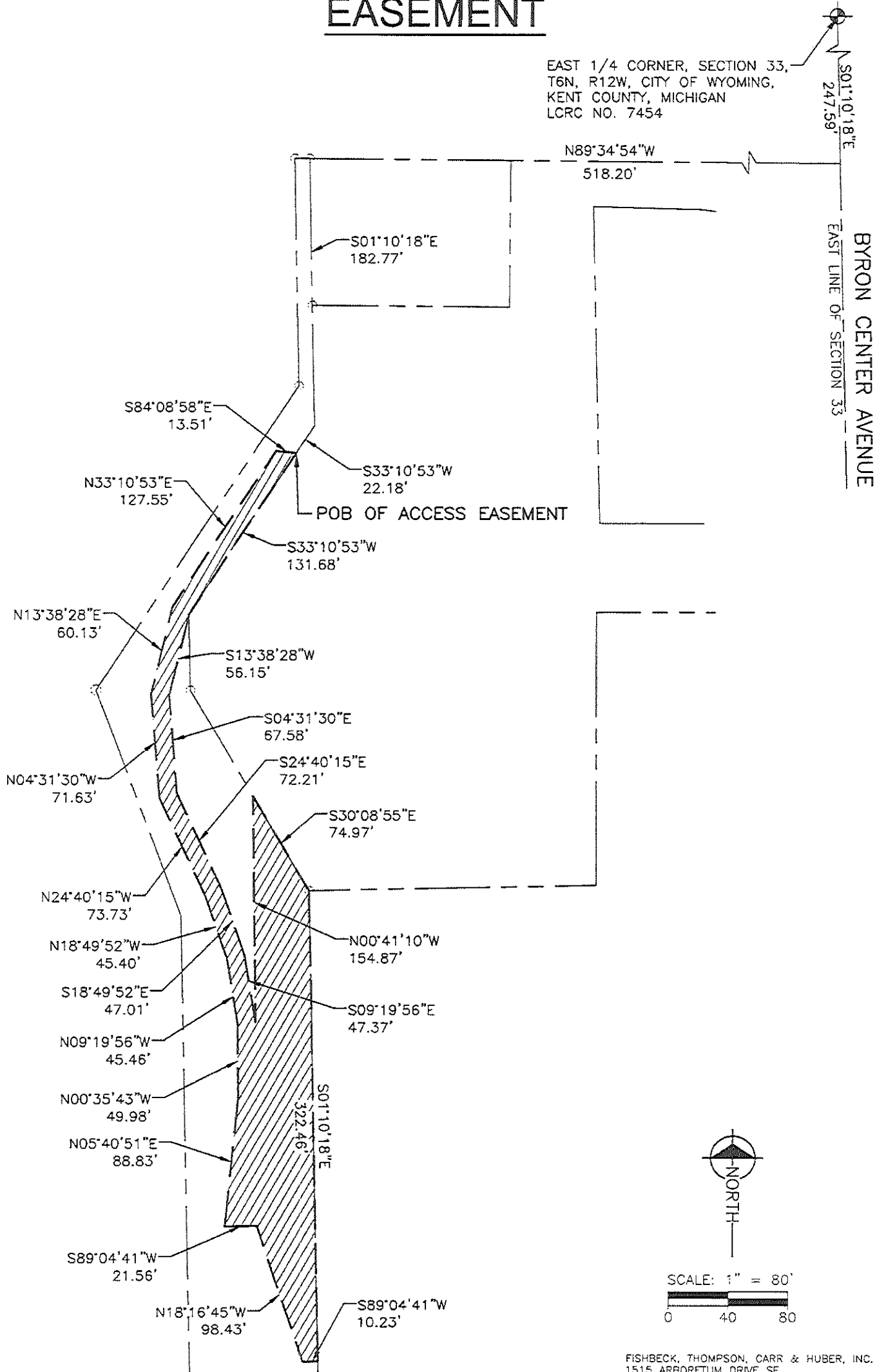
Jane B. Consett
_____, Notary Public
State of Michigan, County of Kent
My Commission Expires: 10-28-20
Acting in the County of: KENT

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

Legal Description by:
Fishbeck, Thompson, Carr & Huber, Inc.
1515 Arboretum Drive, SE
Grand Rapids, MI 49546


EASEMENT

EAST 1/4 CORNER, SECTION 33,
T6N, R12W, CITY OF WYOMING,
KENT COUNTY, MICHIGAN
LCRC NO. 7454



BASIS OF BEARING: EAST LINE OF SECTION 33, T6N, R12W

FISHBECK, THOMPSON, CARR & HUBER, INC.
1515 ARBORETUM DRIVE SE
GRAND RAPIDS, MI 49546
616.575.3824 PHONE
616.464.0476 FAX

 engineers scientists architects constructors	Easement City of Wyoming, Kent County, Michigan Parcel No. 41-17-33-427-030 2525 Bayberry Farms Drive SW		PROJECT NO. G130701
			FIGURE NO. 1 of 2

EASEMENT

PARCEL DESCRIPTION (FROM RECORD TITLE SEARCH NO. 410656449ML BY CHICAGO TITLE DATED SEPTEMBER 19, 2014):

PARCEL NO. 41-17-33-427-030

PART OF THE SOUTHEAST 1/4 OF SECTION 33, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 33; THENCE S 01 DEGREES 10 MINUTES 18 SECONDS E 247.59 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE N 89 DEGREES 34 MINUTES 54 SECONDS WEST 518.20 FEET PARALLEL WITH THE EAST-WEST 1/4 LINE OF SAID SECTION 33; TO THE PLACE OF BEGINNING; THENCE N 89 DEGREES 34 MINUTES 54 SECONDS W 10.00 FEET; THENCE S 01 DEGREES 10 MINUTES 18 SECONDS E 155.15 FEET PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE S 33 DEGREES 10 MINUTES 53 SECONDS W 248.22 FEET; THENCE S 20 DEGREES 15 MINUTES 23 SECONDS E 165.06 FEET; THENCE S 01 DEGREES 10 MINUTES, 18 SECONDS E 540.00 FEET PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE S 44 DEGREES 22 MINUTES 26 SECONDS W 219.31 FEET; THENCE SOUTHEASTERLY 76.94 FEET ALONG A 670.00 FOOT RADIUS CURVE TO THE LEFT AND ALONG THE NORTH LINE OF BAYBERRY FARMS DRIVE THE LONG CHORD OF WHICH BEARS S 48 DEGREES 54 MINUTES 59 SECONDS E 76.90 FEET; THENCE N 40 DEGREES 00 MINUTES 33 SECONDS E 120.83 FEET; THENCE N 88 DEGREES 49 MINUTES 42 SECONDS E 106.36 FEET; THENCE N 01 DEGREES 10 MINUTES 18 SECONDS W 669.98 FEET PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 33; THENCE N 30 DEGREES 08 MINUTES 55 SECONDS W 159.16 FEET; THENCE N 01 DEGREES 10 MINUTES 18 SECONDS W 50.98 FEET; THENCE N 33 DEGREES 10 MINUTES 53 SECONDS E 154.04 FEET; THENCE N 01 DEGREES 10 MINUTES 18 SECONDS W 182.77 FEET TO THE PLACE OF BEGINNING.

PERMANENT EASEMENT DESCRIPTION:

AN EASEMENT FOR ACCESS DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 33, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN; THENCE ALONG THE EAST LINE OF SAID SECTION, S01°10'18"E 247.59 FEET; THENCE N89°34'54"W 518.20 FEET; THENCE S01°10'18"E 182.77 FEET; THENCE S33°10'53"W 22.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S33°10'53"W 131.68 FEET; THENCE S13°38'28"W 56.15 FEET; THENCE S04°31'30"E 67.58 FEET; THENCE S24°40'15"E 72.21 FEET; THENCE S18°49'52"E 47.01 FEET; THENCE S09°19'56"E 47.37 FEET; THENCE N00°41'10"W 154.87 FEET; THENCE S30°08'55"E 74.97 FEET; THENCE S01°10'18"E 322.46 FEET; THENCE S89°04'41"W 10.23 FEET; THENCE N18°16'45"W 98.43 FEET; THENCE S89°04'41"W 21.56 FEET; THENCE N05°40'51"E 88.83 FEET; THENCE N00°35'43"W 49.98 FEET; THENCE N09°19'56"W 45.46 FEET; THENCE N18°49'52"W 45.40 FEET; THENCE N24°40'15"W 73.73 FEET; THENCE N04°31'30"W 71.63 FEET; THENCE N13°38'28"E 60.13 FEET; THENCE N33°10'53"E 127.55 FEET; THENCE S84°08'58"E 13.51 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 19,359 SQUARE FEET, MORE OR LESS.



FISHBECK, THOMPSON, CARR & HUBER, INC.
1515 ARBORETUM DRIVE SE
GRAND RAPIDS, MI 49546
616.575.3824 PHONE
616.464.0476 FAX

	engineers scientists architects constructors	Easement City of Wyoming, Kent County, Michigan <hr/> Parcel No. 41-17-33-427-030 2525 Bayberry Farms Drive SW	PROJECT NO. G130701 FIGURE NO. 2 of 2
			10/01/14

City of **Wyoming** Michigan

October 1, 2018

City Manager | 1155 28th St SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 18-06

Subject: Acceptance of two Warranty Deeds for
451 - 54th Street, SW (Jolliffe Trust)

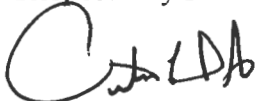
Councilmembers:

James K. Schepers, Trustee of the James D. Jolliffe Trust and Diane Jolliffe, Trustee of the Audrey J. Jolliffe Trust, co-owners of 451 - 54th Street, SW, have submitted the following described Warranty Deeds on their respective interests of the parcel. The Warranty Deeds convey additional street right-of-way to the City of Wyoming for the 54th Street Improvements project. The acquisition is necessary as part of the 54th Street widening anticipated for construction in 2019.

Grantor:	James K. Schepers, as Trustee of the James D. Jolliffe Family Trust
Parent Parcel:	41-17-36-130-017
Right-of-way Size:	33 sf – Warranty Deed
Consideration:	\$100.00
Grantor:	Diane Jolliffe, as Trustee of the Audrey J. Jolliffe Family Trust
Parent Parcel:	41-17-36-130-017
Right-of-way Size:	127.5 sf – Warranty Deed
Consideration:	\$223.00

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

Respectfully submitted,



Curtis L. Holt
City Manager

Attachments: Warranty Deed – James D. Jolliffe Trust
Warranty Deed – Audrey J. Jolliffe Family Trust
Estimate of Just Compensation



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

WARRANTY DEED

The Grantor, James K. Schepers, as Trustee of the James D. Jolliffe Trust, under a Trust Agreement dated May 22, 1997, as amended, whose address is 3001 Orchard Vista Dr., SE, Suite 220, Grand Rapids, MI 49546

DOES HEREBY CONVEY AND WARRANT TO

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

See Exhibit "A" attached hereto for Warranty Deed Area and Warranty Deed Legal Description (A Portion of Parcel No. 41-17-36-130-017)

for the full consideration of One Hundred Dollars and No Cents (\$100.00)

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

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

DATED: 9-20-18

Approved as a form:

[Signature]
Attorney for the City of Wyoming

GRANTOR:

[Signature]
James K. Schepers, as Trustee of the James D. Jolliffe Trust, under a Trust Agreement dated May 22, 1997, as amended

STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 12 day of September, 2018, by James K. Schepers, as Trustee of the James D. Jolliffe Trust, under a Trust Agreement dated May 22, 1997, as amended.

[Signature]
CHRISTINE S. BRINKS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires Nov. 3, 2021
Acting in the County of Kent

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

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

Legal Description prepared by:
Michael Manning, P.S.
Meyers, Bueche & Nies, Inc.
1638 Leonard Street, NW
Grand Rapids, Michigan 49504

**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: 54th Street Improvements, from Haughey Avenue to US-131 Ramp

SITE DATA:

Permanent Parcel No.: 41-17-36-130-017

Parcel: James D. Jolliffe Trust

Land Use: Commercial Size: 0.487 Ac (total)

Address: 451 54th Street SW

Zoning: 201

<p>ACQUISITION DESCRIPTION:</p> <p>Square foot values based on a limited land value study.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Warranty Deed:</u> An rectangular piece of property located adjacent to 54th Street as shown on sketch.</p> <p>Area: 33 s.f.</p> </div>	<p>SKETCH:</p> <p align="right">North ↑</p>
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COMPUTATION OF VALUE:	
LAND ACQUISITION, WARRANTY DEED	
33 s.f. (Area) X \$ 1.75 / s.f. = \$58.00 ~ Round to minimum offer of \$100.00.	\$ 100.00

REMARKS:

\$ 100.00

Signed:

Land Matters, llc
 Deborah S. Poeder

For information call 616.791.9805

Agreed to by:

James K. Schepers, as Trustee of the James D. Jolliffe Trust,
 under a Trust Agreement dated May 23, 2002, as amended

WARRANTY DEED

The Grantor, Diane Jolliffe, as Trustee of the Audrey J. Jolliffe Family Trust, under a Trust Agreement dated May 22, 1997, as to an undivided 1/2 interest, whose address is 3001 Orchard Vista Dr., SE, Suite 220, Grand Rapids, MI 49546 and James K. Schepers, as Trustee of the James D. Jolliffe Trust, under a Trust Agreement dated May 22, 1997, as amended, as to an undivided 1/2 interest, whose address is 3001 Orchard Vista Dr., SE, Suite 220, Grand Rapids, MI 49546

DOES HEREBY CONVEY AND WARRANT TO

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

See Exhibit "A" attached hereto for Warranty Deed Area and Warranty Deed Legal Description (A Portion of Parcel No. 41-17-36-130-017)

for the full consideration of Two Hundred Twenty Three Dollars and No Cents (\$223.00)

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

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

DATED: 9-20-18

Approved as a form:

[Signature]
Attorney for the City of Wyoming

GRANTOR:

[Signature]
Diane Jolliffe, as Trustee of the Audrey J. Jolliffe Family Trust, under a Trust Agreement dated May 22, 1997, as to an undivided 1/2 interest

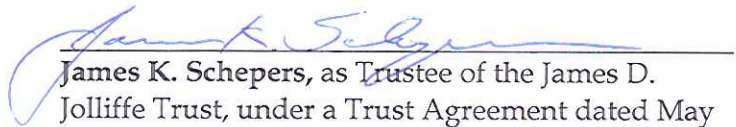
STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 10 day of September, 2018, by Diane Jolliffe, as Trustee of the Audrey J. Jolliffe Family Trust, under a Trust Agreement dated May 22, 1997, as to an undivided 1/2 interest

[Signature]

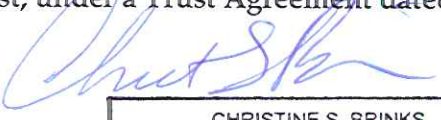
CHRISTINE S. BRINKS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires Nov. 3, 2021
Acting in the County of Kent

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____


James K. Schepers, as Trustee of the James D. Jolliffe Trust, under a Trust Agreement dated May 22, 1997, as amended, as to an undivided 1/2 interest

STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 12 day of September, 2018, by James K. Schepers, as Trustee of the James D. Jolliffe Trust, under a Trust Agreement dated May 22, 1997, as amended, as to an undivided 1/2 interest.



CHRISTINE S. BRINKS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires Nov. 3, 2021
Acting in the County of Kent

_____, Notary Public

County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

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

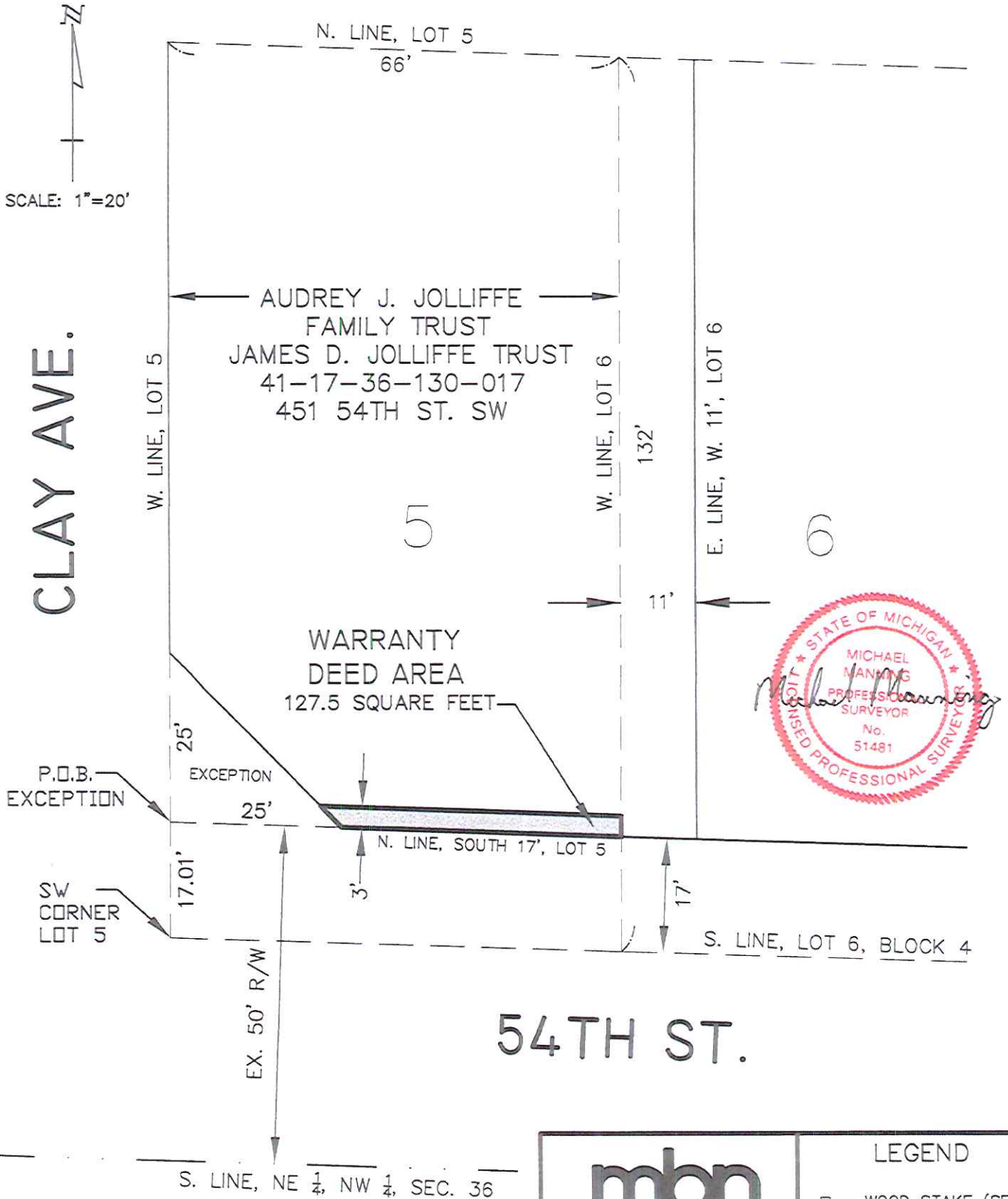
Legal Description prepared by:
Michael Manning, P.S.
Meyers, Bueche & Nies, Inc.
1638 Leonard Street, NW
Grand Rapids, Michigan 49504

DATE: 1-30-18

PROJECT NO: 17006 451 54TH

WARRANTY DEED AREA DESCRIPTION :

THE NORTH 3 FEET OF THE SOUTH 20 FEET OF LOT 5, BLOCK 4 FISHER'S STATION, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN. EXCEPT THAT PART OF LOT 5 DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 17.01 FEET ALONG THE WEST LINE OF SAID LOT TO THE NORTH LINE OF THE SOUTH 17 FEET OF SAID LOT TO THE POINT OF BEGINNING; THENCE NORTH 25 FEET ALONG SAID WEST LINE; THENCE SOUTHEASTERLY TO THE NORTH LINE OF THE SOUTH 17 FEET OF SAID LOT TO A POINT BEING 25 FEET EASTERLY OF THE POINT OF BEGINNING; THENCE WESTERLY 25 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.



<p>meyers, bueche & nies, inc. civil engineers/surveyors 1638 leonard st nw grand rapids, mi 49504 616-457-5030 fax 616-457-8244</p>	<p>LEGEND</p>	
	<p>□ WOOD STAKE (SET)</p> <p>○ IRON STAKE (SET)</p> <p>● IRON STAKE (FOUND)</p> <p>→ FENCE</p> <p>M = MEASURED</p> <p>P = PLATTED</p>	

**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: 54th Street Improvements, from Haughey Avenue to US-131 Ramp

SITE DATA:

Permanent Parcel No.: 41-17-36-130-017

Parcel: Audrey J. Jolliffe Trust and
James D. Jolliffe Trust

Land Use: Commercial *Size:* 0.487 Ac (total)

Address: 451 54th Street SW

Zoning: 201

ACQUISITION DESCRIPTION:

Square foot values based on a limited land value study.

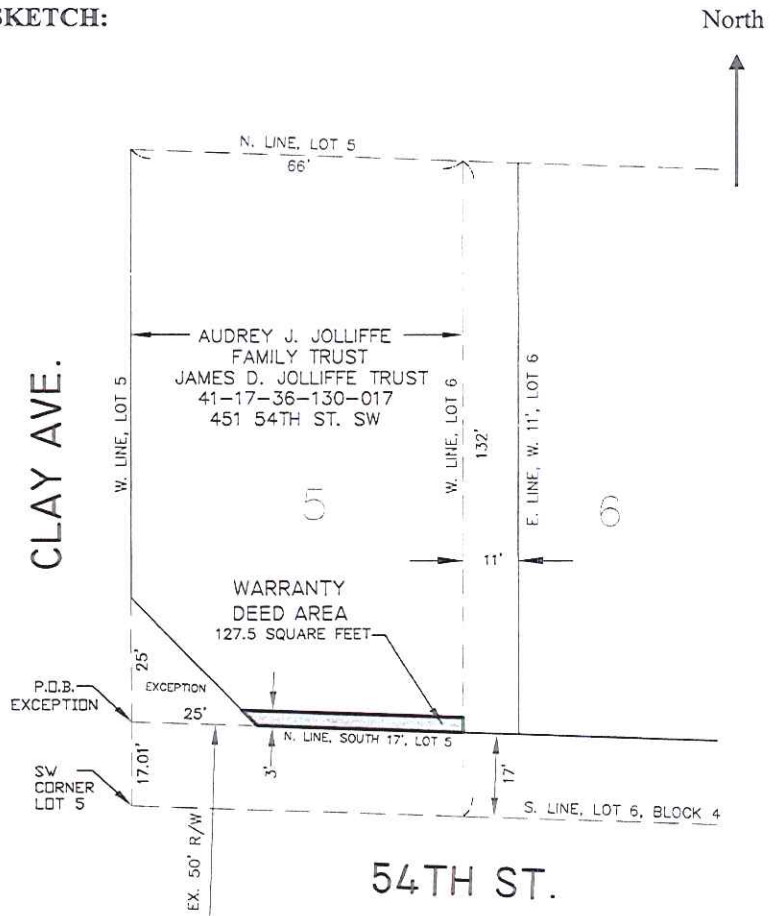
Summary of Costs:

Warranty Deed:

An irregular piece of property located adjacent to 54th Street as shown on sketch.

Area: 160.5 s.f.

SKETCH:



COMPUTATION OF VALUE:

LAND ACQUISITION, WARRANTY DEED

127.5 s.f. (Area) X \$ 1.75 / s.f. = \$223.00

\$ 223.00

REMARKS:

\$ 223.00

Signed:

Deborah S. Poeder

For information call 616.791.9805

Land Matters, llc
Deborah S. Poeder

Agreed to by:

Diane Jolliffe

Diane Jolliffe, as Trustee of the Audrey J. Jolliffe Family Trust,
under a Trust Agreement dated May 22, 1997, as to an undivided 1/2 interest,

Agreed to by:

James K. Schepers

James K. Schepers, as Trustee of the James D. Jolliffe Trust,
under a Trust Agreement dated May 22, 1997, as amended, to an undivided 1/2 interest

RESOLUTION NO. _____

RESOLUTION TO APPOINT NATHAN PELTZ AS A MEMBER OF THE
WYOMING PARKS AND RECREATION COMMISSION REPRESENTING
THE GRANDVILLE PUBLIC SCHOOL DISTRICT

WHEREAS:

1. There is a vacancy in the position of Grandville Public School District Representative on the Wyoming Parks and Recreation Commission for a term expiring June 30, 2020.
2. The Grandville Public School District has recommended that Nathan Peltz be appointed to the Wyoming Parks and Recreation Commission as a representative of the district.
3. It is the desire of the City Council that Nathan Peltz be appointed to fill the term on the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby appoint Nathan Peltz as a member of the Parks and Recreation Commission for the City of Wyoming for the term ending June 30, 2020.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 1, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET MEETING DAY AND TIME
FOR THE WKTV COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. The WKTV Commission currently meets on the first Monday of each month at 7:00 p.m.
2. The WKTV Commission has proposed changing its meeting schedule to 6:00 p.m. on the first Tuesday of each month.
3. Section 2.113 of the Code of Ordinances states that the days and times of regular meetings of all board and commission shall be set by City Council resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The regular day and time for meetings of the WKTV Commission shall be the first Tuesday of each month at 6:00 p.m. at WKTV.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 1, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE TWO AMENDMENTS TO THE STREETLIGHTING
CONTRACT WITH CONSUMERS ENERGY COMPANY

WHEREAS:

1. The City has had a contract with Consumers Energy Company (CE) for CE owned streetlights throughout the City for many years.
2. The City desires to have Consumers Energy Company install four LED Cobrahead streetlights on Valduga Dr SW. Consumers Energy will place these streetlights and necessary appurtenances at a cost of \$1,317.50, which will be paid by the developer.
3. The City also desires to have Consumers Energy Company install one 100 watt high pressure sodium streetlight at 2882 Union Ct SE. Consumers Energy will place this streetlight and necessary appurtenances at a cost of \$156.00.
4. Consumers Energy has submitted the two attached modifications to the streetlighting contract to address these changes.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Mayor and City Clerk are hereby authorized to execute the two attached Authorizations for Change in Standard Streetlighting Contract and the accompanying Consumers Energy Resolutions.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 1, 2018.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:
Authorization for Change in Standard Lighting Contract (2)
Consumers Energy Resolution (2)

Resolution No. _____



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 103016902985

Consumers Energy Company is authorized as of 8/15/2018, by the City of WYOMING, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of WYOMING, dated 2/1/2013.

Lighting Type:

General Unmetered Experimental Lighting Rate GU-XL

Notification Number(s):

1043760626

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 2/1/2013 shall remain in full force and effect.

City of WYOMING

By:

(Signature)

(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of WYOMING, dated 2/1/2013, in accordance with the Authorization for Change in Standard Lighting Contract dated 8/15/2018,

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Kent

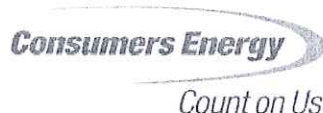
I, _____, Clerk of the City of WYOMING, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
4	54	LED	Cobrahead	Cutoff	Install	8-11



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 100000339505

Consumers Energy Company is authorized as of 9/13/2018, by the City of WYOMING, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of WYOMING, dated 12/1/2012.

Lighting Type:

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Notification Number(s):

1044433989

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 12/1/2012 shall remain in full force and effect.

City of WYOMING

By:

(Signature)

(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of WYOMING, dated 12/1/2012, in accordance with the Authorization for Change in Standard Lighting Contract dated 9/13/2018,

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Kent

I, _____, Clerk of the City of WYOMING, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	<u>100</u>	<u>HPS</u>	<u>Post Top</u>	<u>Traditional</u>	<u>Install</u>	1

RESOLUTION NO. _____

RESOLUTION TO ACCEPT
KENT COUNTY VETERANS TREATMENT COURT FUNDS
AND TO AUTHORIZE A BUDGET AMENDMENT

WHEREAS:

1. The 62-A District Court applied for an additional Michigan Veterans Treatment Court grant in the amount of \$90,000 that will be used toward the administration, supervision and treatment of veterans that involved themselves in the criminal justice system.
2. The City of Wyoming would accept \$90,000 in funds for the administration, supervision and treatment of veterans selected as participants of the Veterans Treatment Court.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the funds of \$90,000 from the Michigan Veterans Treatment Court Grant.
2. That Court Administrator Christopher Kittmann serve as the Program Director responsible for the 62-A District Court yearly status reports to be submitted to the State Court Administrators Office.
3. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 1, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Grant Award Letter

Resolution No. _____

STATE OF MICHIGAN



WYOMING DISTRICT COURT
62-A JUDICIAL DISTRICT
2650 DEHOOP S.W.
WYOMING, MI 49509-1893

PABLO CORTES
CHIEF JUDGE

STEVEN M. TIMMERS
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN
COURT ADMINISTRATOR

JANE LIND
DEPUTY COURT ADMINISTRATOR

MEMORANDUM – STAFF REPORT

September 25, 2018

To: Wyoming City Council Members
From: Christopher Kittmann, Court Administrator
RE: Veterans Treatment Court – Michigan Veterans Treatment Court Grant

Recommendation:

It is recommended that the City Council accept the amount of \$90,000 from the Michigan Veterans Treatment Court Grant that will be used toward the administration, supervision and treatment of veterans enrolled in the Kent County Veterans Treatment Court administered by the 62-A District Court [City of Wyoming], at the direction of Judge Pablo Cortes.

Overview of Program:

The Council is familiar with the Veterans Treatment Court as it has been in operation for nearly five years. The Council has been extremely supportive of the program since its inception. The program continues to grow at a steady pace with an anticipated caseload of 30 veterans within the next several months. This is the only such program in Kent County. The program is financially supported via a State Court Administrators Office grant, Kent County Veterans Affairs Office, with additional funds coming from the Friends of the Kent County Veterans Treatment Court.

As the Council is already aware, the mission of the Veterans Treatment Court is to have a coordinated community response through collaboration with the veteran's service delivery system and the Criminal Justice System.

The City of Wyoming will incur no costs as a result of these funds being accepted.

Budget Amendment:

The attached budget amendment has been prepared by the Finance Department.



Michigan Supreme Court

State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone (517) 373-0128

Dawn A. Monk
Chief Operating Officer

September 14, 2018

Honorable Pablo Cortes, Chief Judge/Veterans Treatment Court Judge
62A District Court
Wyoming Justice Center
2650 DeHoop Ave., SW
Wyoming, MI 49509

Re: FY 2019 Michigan Veterans Treatment Court Grant Program Award Notification
62A District Court — Veterans Treatment Court
UI: 30018

Dear Chief Judge Cortes:

I am pleased to inform you that your court has been awarded a grant in the amount of \$90,000 from the Michigan Veterans Treatment Court Grant Program administered by the State Court Administrative Office (SCAO). This award is for the grant period October 1, 2018, through September 30, 2019.

Your court's fiscal year 2019 contract will be e-mailed to your project director, Anthony Torres. The budget, based on your court's actual award, should be updated in WebGrants by October 26, 2018. Instructions for revising your budget are attached to the message your project director will receive from WebGrants. Please mail two original signed contracts to SCAO by December 7, 2018.

If you have any questions about the grant or need assistance regarding best practices, please contact Andrew Smith at 517-373-0954 or at smitha@courts.mi.gov. For assistance in publicizing the success of your court, please contact John Nevin at 517-373-0129 or nevinj@courts.mi.gov.

September 14, 2018

Page Two

Finally, I am proud to note that the success of treatment statewide is a direct result of the hard work and commitment of judges like you who are dedicated to solving problems and saving lives. Thanks to you, our communities are safer and stronger.

Sincerely,

A handwritten signature in cursive script that reads "Dawn Monk".

Dawn A. Monk

cc: Andrew Smith, Problem-Solving Courts Manager
Jill Booth, Region V Administrator
Christopher Kittmann, Court Administrator
Anthony Torres, Veterans Treatment Court Project Director

RESOLUTION NO. _____

RESOLUTION TO INCREASE THE RATE OF PAY FOR
ELECTION INSPECTORS IN THE CITY OF WYOMING

WHEREAS:

1. Each year the City of Wyoming conducts multiple elections and relies on the assistance of election inspectors to perform Election Day duties in the City's 30 precincts and other election support roles.
2. The election inspector rate of pay is periodically reviewed to ensure compliance with both Michigan and federal minimum wage requirements.
3. At this time it is necessary to increase the rate of pay from \$140.00 per day to \$150.00 per day to ensure minimum wage compliance.
4. Public Act 138 of 2014 guides minimum wage requirements and adjustments to minimum wage on an annual basis.
5. Funds are available for this rate increase in account #101-215-19100-711.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize an increase in the rate of pay for election inspectors.
2. The City Council further authorizes future adjustments in the rate of pay for election workers to address minimum wage or other requirements at the recommendation of the City Clerk and with approval by the City Manager through the budget process.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 1, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Staff Report

Resolution No. _____

STAFF REPORT

Date: September 24, 2018
Subject: Election Inspector Pay Increase
From: Kelli VandenBerg, City Clerk
Meeting Date: October 1, 2018

RECOMMENDATION:

It is recommended that the City Council authorize an increase in the rate of pay for election inspectors from \$140.00 per day to \$150.00 per day. Additionally, it is recommended that the City Council authorize future adjustments to the rate of pay for election workers to address minimum wage or other requirements at the recommendation of the City Clerk and with approval by the City Manager through the budget process.

SUSTAINABILITY CRITERIA:

Environmental Quality – Authorizing this increase does not significantly impact this criterion.

Social Equity – Recruiting, training and retaining qualified election inspectors is a challenging, yet critical component to conducting successful elections. Increasing the rate of pay for these workers will ensure compliance with minimum wage requirements and that Wyoming's rate of pay is comparable to surrounding jurisdictions.

Economic Strength – Authorizing this increase ensures compliance with state and federal minimum wage requirements and ensures workers are appropriately compensated for their efforts.

DISCUSSION:

The City of Wyoming maintains a voter registry of approximately 50,000 registered voters and hosts elections in 30 precincts throughout the City. To conduct the average election, the City relies on approximately 140 workers or election inspectors. These workers report at 6:00 a.m. and perform a range of election tasks until the last voter is processed and all reports are finalized, often after 9:00 p.m. The tasks being performed and the general political climate in recent years make this work increasingly challenging.

In addition to the challenges of the work itself, it is important to be mindful of competition among jurisdictions. Because any registered voter in the State of Michigan can work in any Michigan precinct, it is possible for workers to seek out better opportunities. Some jurisdictions are able to provide meals or other perks, while some provide higher pay. With this increase,

Wyoming is attempting to strike a balance by providing a slight increase to our loyal workers and remaining competitive within the region for new workers.

Election inspectors work a minimum of 14-hours, and more often close to 16-hours on Election Day. Workers report at 6:00 a.m., polls open at 7:00 a.m. and close at 8:00 p.m. It is easily 9:00 p.m. or later when all reporting and precinct closure is complete. Because of the high number of workers and multiple polling locations, Wyoming compensates election inspectors with a flat rate of pay. Michigan's current minimum wage is \$9.25 and the proposed flat rate of \$150.00 for a 16-hour day would equate to \$9.38 per hour. In addition, all workers who attend training receive \$20.00 and those willing to be a chairperson receive an additional \$40.00.

	Per election	Hrly/16 hrs.	Min. Wage
Current Rate			\$9.25
Worker	140.00	8.75	
Worker w/ training (18 hrs)	160.00	8.89	
Chairperson	180.00	11.25	
Chairperson w/ training (18 hrs)	200.00	11.11	
Proposed Rate			
Worker	150.00	9.38	
Worker w/ training (18 hrs)	170.00	9.44	
Chairperson	190.00	11.88	
Chairperson w/ training (18 hrs)	210.00	11.67	

Public Act 138 of 2014 addresses various topics surrounding minimum wage and established annual adjustments to this rate with consideration given to the unemployment rate and the Consumer Price Index. It is critical that the wages of election inspectors meet these requirements and be reviewed and adjusted on an annual basis to ensure compliance.

BUDGET IMPACT:

The estimated cost of election inspectors for an average election is \$24,580. Funds to support this increase were budgeted and are available in account 101-215-19100-711.000.

2018 Inspector Pay Recommendation		# of Workers	
Worker pay	\$150.00	140	\$21,000.00
Training	\$20.00	85% of 140	\$2,380.00
Chairperson Bonus	\$40.00	30	\$1,200.00
TOTAL			\$24,580.00

RESOLUTION NO. _____

RESOLUTION TO APPROVE A CHANGE ORDER FOR THE
RE-ROOFING PROJECT AT THE CITY OF WYOMING
PUBLIC WORKS LOCATION

WHEREAS:

1. On September 4, 2018 City Council adopted Resolution number 26173 awarding the bid for re-roofing the Public Works salt storage dome to American Classic Construction.
2. As detailed in the attached Staff Report, American Classic Construction has offered to also re-roof the material storage building at an additional cost of \$21,600.
3. Funds for the project are available in the Motor Pool account number 661-441-58300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the change order for the re-roofing project to include the material storage building at an additional cost of \$21,600.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 1, 2018.

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 26, 2018
Subject: Authorize Re-roofing of the Public Works Material Storage Building
From: Lisa Barnes, Office Manager
Meeting date: October 1, 2018

RECOMMENDATION:

It is recommended the City Council authorize Re-roofing the Public Works Material Storage Building by American Classic Construction in the amount of \$21,600.

SUSTAINABILITY CRITERIA:

Environmental Quality:

The material storage building provides a covered area to store various maintenance materials preventing runoff into area ponds and storm sewers.

Social Equity:

The various materials are used throughout the city during maintenance operations without regard to income level or socio-economic status.

Economic Strength:

The new shingles will provide a better protective shield from the weather and reduce maintenance expenses going forward. Shingle costs are also expected to increase in the near future.

DISCUSSION:

On August 21, 2018 four bids were received for re-roofing the salt storage dome at the Public Works Facility. Seventy-five invitations were sent to prospective bidders. On September 4, 2018, City Council awarded the bid for re-roofing the salt storage dome to American Classic Construction.

The salt dome roof bid was awarded for \$59,849, lower than the anticipated \$85,000 that was budgeted. The nearby material storage building is also in need of a new roof. Given that American Classic is already here working on removing and replacing the salt dome shingles and has their equipment on site they were asked to provide an estimate to tear off and replace the shingles on the material storage building. They have informed us their crew could be available immediately following the salt dome roof project to roof the material storage building. Although their roofing material costs just saw an increase in price, they can complete the work while the equipment is already on site for \$21,600.

Based on their availability, the need for a new roof, expected price increases and budgetary capacity, it is recommended the City Council authorize American Classic Construction to re-roof the material storage building for the amount of \$21,600.

BUDGET IMPACT:

Sufficient funds are available in the Motor Pool Fund 661-441-58300-930.000.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR PROFESSIONAL
ENGINEERING SERVICES, TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE THE AGREEMENT, AND TO RESCIND RESOLUTION NO. 26138

WHEREAS:

1. On August 6, 2018, City Council adopted Resolution number 26138 accepting a proposal from Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) for professional engineering services and authorized acceptance of an agreement.
2. As detailed in the attached staff report, it is recommended Resolution number 26138 be rescinded and a new proposal and agreement with FTCH be accepted and approved in the total estimated amount of \$100,000.
3. Funds for the engineering services are budgeted in the sewer fund capital outlay account number 590.590.54400.986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from FTCH for professional engineering services in the total approximate amount of \$100,000 and does hereby authorize the Mayor and City Clerk to execute the agreement.
2. The City Council does hereby rescind Resolution number 26138 entitled "Resolution to Accept a Proposal for Professional Engineering Services and to Authorize the Mayor and City Clerk to Execute the Agreement."

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 1, 2018.

ATTACHMENTS:
Staff Report
Proposal
Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 26, 2018
Subject: HVAC Upgrade Design
From: Jon Burke, Clean Water Plant Superintendent
Meeting Date: October 1, 2018

RECOMMENDATION:

It is recommended that the City Council approve an HVAC engineering agreement with Fishbeck, Thompson, Carr & Huber, as outlined in the attached scope of work. The cost of this work is \$100,000.

SUSTAINABILITY CRITERIA:

Environmental Quality:

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. As part of our efforts to continue making a positive impact on the environment, it is necessary that our infrastructure and the equipment that keeps it running are maintained in a safe, reliable, and optimal working condition.

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 enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

Economic Strength :

The replacement of boiler equipment that is 40 and 50 years old with more modern and efficient equipment will provide substantial energy savings.

QUALITY SERVICE IMPACT:

The need to replace one of the air conditioning units that is currently failing makes this a logical time to look at the heating and cooling requirements of the entire facility before moving forward with any work.

DISCUSSION:

With Resolution No. 26021, the Council authorized Fishbeck, Thompson, Carr & Huber (FTC&H) to conduct a study of the Clean Water Plant's aging heating, ventilating, and air conditioning (HVAC) system.

The study has been completed and FTC&H has provided the CWP staff with a couple of different options for improvements. After meeting with the FTC&H again, we have selected the most economical path moving forward. This option will also take advantage of the new ductwork that was installed during the remodeling of the laboratory and front office space a few years ago.

Some of this equipment is over 50 years old and is in need of replacement soon. As a result we would like to get FTC&H started on the design work as soon as possible.

On August 6, 2018 with Resolution No. 26138, the Council authorized FTC&H to begin design of the HVAC improvements. Due to a communication issue and an oversight on our part, the city staff did not realize that the scope of work only included one phase of the project. The problem was caught before any work had been started on the project and a new scope of work was requested from FTC&H.

With the approval of the new agreement and scope of services that are attached to this staff report, all previous agreements for this work will be rescinded.

BUDGET IMPACT:

The cost of the proposed work will not exceed \$100,000. Sufficient funds exist in the Sewer Fund Capital Outlay Account #590.590.54400.986.444.

Attachments:

Proposal for Professional Engineering Services from FTC&H

Engineering agreement between the City of Wyoming and FTC&H



September 17, 2018

Mr. Tom Wilson
Wyoming Clean Water Plant
2350 Ivanrest Avenue, SW
Grandville, MI 49418

Re: Proposal for Professional Engineering Services
City of Wyoming Clean Water Plant
Administration Building HVAC System Upgrade Design

Dear Mr. Wilson:

Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to submit this proposal to perform Professional Engineering Services for the Wyoming Clean Water Plant. We have developed the following proposal based upon our recent studies recommendations.

OVERALL OBJECTIVE

Provide engineering services to develop design drawings and specifications for the HVAC system upgrades recommended in our report dated June 6, 2018 and described as Projects 1 and 2 (basic services). In addition, the City of Wyoming is requesting engineering services to design the removal of three roof mounted Lime Silos (alternate services).

Special Conditions/Assumptions

The project comes with some unique conditions that impact the required level of effort. We have factored them into our scope and fee development and describe them below.

1. Existing architectural floor plans and heating system drawings are available to use as backgrounds for our new design efforts.
2. Existing structural drawings are available for the purposes of review to ensure the roof structure at locations of new rooftop equipment will be able to support it without major additional structural members.
3. We assume the existing electrical and gas services to be adequate for tying into for new equipment requirements.
4. We assume one parking space will be abandoned to make room for a grade mounted HVAC unit where the existing cooling tower is located.
5. We assume asbestos abatement will be taken care of by the City of Wyoming.
6. We assume the Projects 1 and 2 basic services and the alternate Lime Silo removal services will occur together as one project.

GENERAL WORK SCOPE

Design Phase

1. Attend a kick off meeting to review project scope and approach.
2. Review the facility's existing Mechanical and Electrical (M/E) systems design drawings.
3. Coordinate placement of equipment with the facility's operations and maintenance staff.
4. Through on-site visual inspection, confirm the physical space layout and accuracy of existing M/E systems design drawings related to installing additional equipment.



5. Develop preliminary design drawings and specifications including front end contract Divisions 00 and 01 sections, technical specification sections, and provide the Plant with a set of both for review.
6. Develop a preliminary construction cost estimate for the project.
7. Attend a design progress meeting with Plant staff to discuss and review details of the preliminary design.
8. Prepare final design drawings and specifications and provide the Plant with a set for review.
9. Attend a design progress meeting with plant staff to discuss and review details of the final design.
10. Update the cost estimate.
11. Provide the Wyoming Clean Water Plant with drawings and specifications for Bidding.

Bidding Phase

1. Assist with a pre-bid meeting.
2. Answer contractor questions.
3. Develop addenda as required.
4. Develop a bid tab.
5. Make an award recommendation.

Construction Phase

1. Attend a kick off meeting and four progress meetings.
2. Review shop drawings.
3. Answer contractor questions.
4. Issue bulletins.
5. Review pay applications.
6. Inspect progress with four site visits.
7. Inspect project and issue final punch list.
8. Administer project close out.

Schedule

We are prepared to begin work within two weeks of Notice to Proceed.

Professional Service fees

Projects 1 and 2 (Basic Services): We propose a fee of Ninety Eight Thousand Dollars (\$98,000) which includes expenses.

Lime Silo Removal (Alternate Services): We propose a fee of Two Thousand Dollars (\$2,000) which includes expenses.

We believe these amounts will cover the effort that is anticipated, but we also understand that renovation projects are prone to unanticipated discoveries that need resolution. Work beyond these amounts will not be completed without prior authorization.

Authorization

It is our understanding that this project will be contracted under the terms of the attached Agreement. Invoices will be submitted every four weeks on a percent complete basis.

Mr. Tom Wilson – Wyoming Clean Water Plant

Page 3

September 17, 2018

The logo for Fishbeck, Thompson, Carr & Huber, Inc. (ftch) is located in the top right corner. It consists of the lowercase letters "ftch" in a white, serif font, set against a dark blue square background.

We look forward to continuing our relationship with the Wyoming Clean Water Plant. If you have any questions or require additional information, please contact me at 616.464.3816 or pmoconnor@ftch.com.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, which appears to read "Patrick M. O'Connor".

Patrick M. O'Connor, LEED AP

nh

By email

AGREEMENT

This Agreement made this 1st day of October 2018 between the City of Wyoming, a municipal corporation of 1155 – 28th Street SW, Wyoming, Michigan 49509 (hereinafter "City") and Fishbeck, Thompson, Carr & Huber, a corporation having an office located at 1515 Arboretum Dr, SE, Grand Rapids, Michigan 49546 (hereinafter "Consultant") the terms of which are as follows:

1. The City hereby hires Consultant to provide engineering services for the City in accordance with the proposal dated September 17, 2018, is hereby incorporated by reference.
2. The Agreement shall be for a period of six months commencing upon execution of the Agreement. This Agreement may be extended by mutual agreement of the parties.
3. Payment shall be made in accordance with the proposal and upon billing for work completed, approximately \$100,000 total for the engineering services.
4. The City may terminate the Agreement upon 30 days written notice. Upon termination or completion of this contract and at all times during the term of the contract, all work done by Consultant under this contract shall be the property of the City.
5. Consultant is an independent contractor and the City is hiring Consultant for professional services. All officers, agents and employees of Consultant shall at all times be considered employees of Consultant and not of the City.
6. This Agreement contains the entire Agreement between the parties and may not be modified except in writing by mutual consent.

CITY OF WYOMING

Fishbeck, Thompson, Carr & Huber

By: _____
Jack Poll
It's Mayor

By: Pat O'Connor
Patrick M. O'Connor, LEED AP
It's Vice President

By: _____
Kelli A. VandenBerg
It's City Clerk

Approved: Scott Smith
Scott Smith
City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF OFFICE FURNITURE

WHEREAS:

1. As detailed in the attached Staff Report it is recommended the City Council authorize the purchase of office furniture for use in the 62A District Court.
2. It is recommended City Council accept the quotation from Custer in the amount of \$14,449.26.
3. A budget amendment is required for this purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of office furniture from Custer in the amount of \$14,449.26.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 1, 2018.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Quotation

Resolution No. _____

STAFF REPORT

Date: September 18, 2018
Subject: Purchase of Office Furniture
From: Curtis Holt, City Manager
Meeting Date: October 1, 2018

RECOMMENDATION:

It is recommended City Council approve the purchase of office furniture from Custer in the amount of \$14,449.26.

SUSTAINABILITY CRITERIA:

Environmental Quality – There is no impact on Environmental Quality.

Social Equity – The purchase of the office furniture, specifically the panels, will provide a private area for individuals to meet with prosecutors.

Economic Strength – The purchase of the office furniture, specifically the panels, will allow the City to reconfigure existing Court space without having to undergo a remodeling project at a time when construction costs are high.

DISCUSSION:

In July of this year, the City Council changed from contracting for City attorney services to hiring the position as an employee of the City. At that time, we anticipated the need to hire an additional staff person as an assistant to the City Attorney. We will be hiring this position soon and are in need of a workspace.

There is also a need for workspaces to provide prosecutors with private areas to meet with clients. This privacy standard will soon be required under the Michigan Indigent Defense Council Standards.

The quotation from Custer includes all necessary panels and furniture for these areas.

BUDGET IMPACT:

The cost for the purchase of these workstations is \$14,449.26. This purchase will require a budget amendment.

Attachment: Quotation



217 GRANDVILLE AVE SW
SUITE 100
GRAND RAPIDS, MI 49503
PHONE: 616.458.6322
FAX: 616.458.1117

161 E. MICHIGAN AVE
6TH FLOOR SOUTH
KALAMAZOO, MI 49007
PHONE: 269.342.3919
FAX: 269.342.3923

120 E FRONT ST
TRAVERSE CITY, MI
49684
PHONE: 231.645.8989

Quotation: 209652

Quote Date: 9/6/2018

Customer Purchase Order:

Customer: C3500

Terms: NET DUE WITH INVOICE

Expiration Date: 10/5/2018

Custer Salesperson:

WM WILLEMSTYN

Quote To: CITY OF WYOMING
1155 28TH ST SW
PO BOX 905
WYOMING, MI 49509-0905

Ship To: CITY OF WYOMING
1155 28TH ST SW
PO BOX 905
WYOMING, MI 49509-0905

Phone: 1.616.530.7225

Phone: 616.530.7225

Tax SEE LETTER

Meeting Spaces Budget Pricing

Description	Quantity	Unit Price	Extended Price
1 BFR30 - Table-Round, 30 dia EDGE: 6704 STORM WENGE TOP-SURF: 2HSW STORM WENGE (HPL) STEELCASE Tag For 30	2	171.21	342.42
2 BX26 - Base-X, 26W BASE: 4799 PLATINUM METALLIC COLUMN: 4799 PLATINUM METALLIC STEELCASE Tag For XB	2	148.98	297.96
3 GPBTC - Base trim-Continuous, 120W BASE: 7360 MERLE STEELCASE	6	47.94	287.64
4 GPCNRBT90 - Base trim-Corner, 90 degree application BASE: 7360 MERLE STEELCASE	2	47.94	95.88
5 GPCTLS - Ceiling track-Corner BASIC: 7360 MERLE CEIL TRK: *OPT:POST EXT (CEILING TRACK) OVERLAP: OVERLAPPING CEILCLIP: *OPT:CEILING CLIP 9/16EXPT: 9/16" WIDE EXPOSED TEE STEELCASE	2	80.58	161.16
6 GPCTS - Ceiling track-Straight, 120W	3	82.11	246.33

ACCEPTED BY _____ TITLE _____ DATE _____

THE PRODUCTS AND/OR SERVICES RENDERED HEREUNDER ARE GOVERNED EXCLUSIVELY BY THE CUSTER TERMS AND CONDITIONS OF SALE, WHICH ARE AVAILABLE FOR REVIEW AT WWW.CUSTERONLINE.COM, AND MAY BE AMENDED FROM TIME TO TIME. THE CUSTER TERMS SHALL APPLY TO THE EXCLUSION OF ANY INCONSISTENT OR ADDITIONAL TERMS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR OTHERWISE PROPOSED BY CUSTOMER IN ANY MANNER, AND NOTIFICATION OF OBJECTION TO ANY SUCH TERMS IS HEREBY GIVEN TO CUSTOMER.



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FAX: 269.342.3923

120 E FRONT ST
TRAVERSE CITY, MI
49684
PHONE: 231.645.8989

Description	Quantity	Unit Price	Extended Price
<p>6 BASIC: 7360 MERLE CEIL TRK: *OPT:POST EXT (CEILING TRACK) OVERLAP: OVERLAPPING CEILCLIP: *OPT:CEILING CLIP 9/16EXPT: 9/16" WIDE EXPOSED TEE STEELCASE</p>			
<p>7 GPDSSTF80 - Door-Slider, Full glass, Tubular pull, Single application, 80W FRAME: 7360 MERLE GLASS-1: 6500 CLEAR GLASS CEIL HGT: *OPT:CEILING HEIGHT 9FT 9IN: 9 FT 9 INCH (117" TOTAL) POST EXT: *OPT:POST EXTENSION OVERLAP: OVERLAPPING DR HDWR: *OPT:DOOR HARDWARE NO LOCK: NO LOCK SLIDEOPT: *OPT:SLIDE OPTION LEFT OX: LEFT OX PULL OPT: *OPT:PULL OPTION - PATHWAYS SLIDER PULL: PULL OPTION - PATHWAYS SLIDER STEELCASE Tag For W80/117L</p>	1	1,920.66	1,920.66
<p>8 GPDSSTF80 - Door-Slider, Full glass, Tubular pull, Single application, 80W FRAME: 7360 MERLE GLASS-1: 6500 CLEAR GLASS CEIL HGT: *OPT:CEILING HEIGHT 9FT 9IN: 9 FT 9 INCH (117" TOTAL) POST EXT: *OPT:POST EXTENSION OVERLAP: OVERLAPPING DR HDWR: *OPT:DOOR HARDWARE NO LOCK: NO LOCK SLIDEOPT: *OPT:SLIDE OPTION RIGHT XO: RIGHT XO PULL OPT: *OPT:PULL OPTION - PATHWAYS SLIDER PULL: PULL OPTION - PATHWAYS SLIDER STEELCASE</p>	1	1,920.66	1,920.66

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation: 209652

Page 3 / 5 (cont'd)

Description	Quantity	Unit Price	Extended Price
8 Tag For W80/117R			
9 GPFS - Feature strip-In line, Package quantity 25 BASIC: 7360 MERLE CEIL HGT: *OPT:CEILING HEIGHT 9FT 9IN: 9 FT 9 INCH (117" TOTAL) WALL APPL: *OPT:WALL APPLICATION PAINT: USE W/2 PAINTED COMPONENTS STEELCASE	1	280.50	280.50
10 GPFS1 - Feature strip-In line, 121H BASIC: 7360 MERLE WALL APPL: *OPT:WALL APPLICATION PAINT: USE W/2 PAINTED COMPONENTS STEELCASE	3	14.28	42.84
11 GPFSH1 - Feature strip-Half, 121H BASIC: 7360 MERLE WALL APPL: *OPT:WALL APPLICATION PAINT: USE W/2 PAINTED COMPONENTS STEELCASE	3	14.28	42.84
12 GPMEM - Mini-End, Medium BASIC: 7360 MERLE CEIL HGT: *OPT:CEILING HEIGHT 9FT 9IN: 9 FT 9 INCH (117" TOTAL) STEELCASE Tag For MEM	2	139.23	278.46
13 GPMES - Mini-End, Small BASIC: 7360 MERLE CEIL HGT: *OPT:CEILING HEIGHT 9FT 9IN: 9 FT 9 INCH (117" TOTAL) STEELCASE Tag For MES	2	139.23	278.46
14 GPPL - Post-L BASIC: 7360 MERLE CEIL HGT: *OPT:CEILING HEIGHT 9FT 9IN: 9 FT 9 INCH (117" TOTAL) STEELCASE Tag For PL	2	87.21	174.42

ACCEPTED BY _____ TITLE _____ DATE _____

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Page 4 / 5 (cont'd)

Description	Quantity	Unit Price	Extended Price
15 GPPWPPB - Plinth-Panel, Base, Pair TRIM: 7360 MERLE PLINTH_HT: *OPT:PLINTH HEIGHT 5 INCH: PLINTH HEIGHT - 5" STEELCASE Tag For PPB	4	15.00	60.00
16 GPSS24 - Panel-Wall, Solid, Standard, 24W SURF-1: 7360 MERLE SURF-2: 7360 MERLE CEIL HGT: *OPT:CEILING HEIGHT 9FT 9IN: 9 FT 9 INCH (117" TOTAL) POST EXT: *OPT:POST EXTENSION OVERLAP: OVERLAPPING STEELCASE Tag For W24/117	2	584.46	1,168.92
17 GPSS36 - Panel-Wall, Solid, Standard, 36W SURF-1: 7360 MERLE SURF-2: 7360 MERLE CEIL HGT: *OPT:CEILING HEIGHT 9FT 9IN: 9 FT 9 INCH (117" TOTAL) POST EXT: *OPT:POST EXTENSION OVERLAP: OVERLAPPING STEELCASE Tag For W36/117	2	626.79	1,253.58
18 GPSS48 - Panel-Wall, Solid, Standard, 48W SURF-1: 7360 MERLE SURF-2: 7360 MERLE CEIL HGT: *OPT:CEILING HEIGHT 9FT 9IN: 9 FT 9 INCH (117" TOTAL) POST EXT: *OPT:POST EXTENSION OVERLAP: OVERLAPPING STEELCASE Tag For W48/117	2	668.61	1,337.22
19 490412C - Move; Chair, Plastic back, Arms, Casters FRAME: 4799 PLATINUM METALLIC SHELL: 6249 PLATINUM SOLID	6	232.18	1,393.08

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation: 209652

Page 5 / 5 (cont'd)

Description	Quantity	Unit Price	Extended Price
19 UPHLSTRY: 5S26 LICORICE CASTER: *OPT:CASTERS HARD CST: STD:HARD CASTERS STEELCASE Tag For MOVE			
20 CUSTER SERVICES (LOT)	1	2,865.00	2,865.00

Quotation Totals	
Sub Total	14,448.03
Warehouse Handling Fee	1.20
Recycle/Refuse Fee	0.03
TAX EXEMPT - GOVERNMENT	0.00
TAX EXEMPT - LBR, INST & DEL	0.00
Grand Total	14,449.26

End of Quotation

ACCEPTED BY _____ TITLE _____ DATE _____

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RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR SUPPORT SERVICES OF THE
MITEL/SHORETEL VOICE OVER IP (VOIP) TELEPHONE SYSTEM
AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, Millennia Technologies submitted a proposal to provide support services for the MITEL/ShoreTel voice over IP (VoIP) telephone system.
2. It is recommended the City Council accept the proposal from Millennia Technologies in the total amount of 14,635.
3. Funds for the support services are available in the Information Technology/ Professional Services account number 101-258-25800-801000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Millennia Technologies to provide support services of the Mitel/ShoreTel voice over IP (VoIP) telephone system in the total amount of \$14,635.
2. The City Council does hereby authorize the City Manager to execute the agreement.
3. The City Council does hereby authorize the City Manager to acknowledge acceptance of future renewals in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 1, 2018.

ATTACHMENTS:
Staff Report
Proposal

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 23, 2018
Subject: Annual ShoreTel Maintenance Agreement
From: Pat Firestone, Director of Information Technology
Meeting Date: October 1, 2018

RECOMMENDATION:

It is recommended that City Council authorize payment to Millennia Technologies for the annual support of the MITEL/ShoreTel voice over IP (VoIP) telephone system. Further, it is recommended that authorization be granted to the City Manager to acknowledge acceptance of this and future renewals of the VOIP maintenance agreement with Millennia Technologies in accordance with budget authorization.

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – By maintaining an effective maintenance agreement program, software and hardware platforms are protected against major obsolescence and service outages, offering a more-robust customer service experience.

DISCUSSION:

At their meeting June 11, 2012, City Council passed resolution #24210 authorizing the purchase and installation of a voice over IP system. The resolution also authorized “the City Manager to acknowledge acceptance of future renewals of the VOIP maintenance agreement with Black Box Network Systems in accordance with budget authorization.”

Labor for major upgrades to the VoIP system are not included in the annual maintenance fee. The Information Technology Department received quotes for services required to upgrade the VoIP system to the newest version and chose Millennia Technologies, a local vendor, to perform the upgrade. Millennia’s \$5,500 quote for the upgrade was significantly lower than the \$14,291 quotation from Black Box. Since the manufacturer (Mitel/ShoreTel) allows only a customer’s declared vendor to perform work on the customer’s system the IT department wishes to select Millennia Technologies as the City’s vendor of choice.

Annual support contracts for the two companies are reasonably comparable:

Black Box Network Services	\$13,450 Annually
Millennia Technologies	\$14,635 Annually

BUDGET IMPACT:

Annual maintenance of the VoIP system is accounted for in the General Fund, Information Technology/Professional Services account: 101-258-25800-801.000

Trouble Free Voice over IP Proposal

For:

City of Wyoming

1155 28th St. Sw.

Wyoming, Michigan 49509

Millennia Technologies, Your Voice Technology Partner

Who We Are

We have been committed to providing the best voice and technology products and services to our clients for more than 40 years. With current technologies we are able to support clients in over 27 states and 4 countries.

What We Do

We offer complete voice technology management and support to small, medium and enterprise businesses by:

- Designing, selling and supporting the Brilliantly Simple Mitel (formerly ShoreTel) UC system and the Mitel Connect Cloud hosted VoIP solutions
- Offering network reviews and redesign of carrier network services for both voice and Internet including SDWAN and MPLS
- Providing complete back end management for clients looking to outsource UC support

Facts

- Mitel Gold Level Champion Partner
- Support and manage 30,000+ users/handsets at over 500 locations/offices worldwide
- Largest ShoreTel (now Mitel) Partner in the State of Michigan for the last 18 years based on annual sales volume and total clients supported
- Net Promoter Scores consistently exceeding world class levels

Millennia Hours of Operation & Standard Hourly Pricing (T&M Pricing) No Service Plan Option Selected.

Clients are welcome to pay for technician/engineering time ala carte at Time & Material Pricing (T&M). Those rates are outlined below and on the following page titled Service Plan Options. All rates are based upon Eastern time zone.

Standard business hours	Monday – Friday from 8am through 5pm	\$160/hr
After-hours & weekends	Outside of standard business hours (scheduled)	\$195/hr
Holiday/emergency hours	Any US Federal recognized holidays/unscheduled after hours	\$250/hr

Blocks of Time with Millennia Partner Support

Millennia is also pleased to provide clients with a convenient way to purchase blocks of time for work performed during standard business hours.

	T&M	Basic	Bronze	Silver	Gold
20 Hour Block	\$2,800 (\$140/hr)	\$2,700	\$2,300	\$1,900	\$1,500
40 Hour Block	\$5,200 (\$130/hr)	\$5,000	\$4,400	\$3,600	\$2,800

Service Plan Options

Description	BRONZE Support	SILVER Support	GOLD Support
24x7 Remote Monitoring <ul style="list-style-type: none"> ▪ Server & Switch stability and performance ▪ System Status Alert Emails 	Included	Included	Included
Customer Review & Planning	Included (yearly)	Included (yearly)	Included (bi-annually)
Mitel Upgrade Software Package	Included	Included	Included
Mitel Equipment Warranty (not incl. phones)	Included	Included	Included
Mitel Software Warranty	Included	Included	Included
Online Ticketing Portal	Included	Included	Included
Carrier Network Assessments	Included	Included	Included
Root Cause Analysis Reporting	Included	Included	Included
Remote MAC's (Moves/Add/Changes)	NOT Incl. (T&M)	Included	Included
Millennia Tech Team - Mitel Software Upgrades	NOT Incl. (T&M)	Included (up to 1 per year)	Included (up to 2 per year)
BrightMetrics – Industry Leading Reporting & Analytics Tools	NOT Incl.	Included	Included
Loaner - Mitel Director Server	\$200/day (optional)	Included (up to 30 days)	Included (up to 30 days)
Daily Off-Site Back up of Mitel Director/ECC Server	\$150/mo (optional)	Included	Included
Mitel Voice Health Assessment	NOT Incl.	NOT Incl.	Included – Annually
Remote Fully Managed Mitel System	NOT Incl.	NOT Incl.	Included
Voice Carrier Liaison	NOT Incl.	NOT Incl.	Included
New Mitel hardware and software installation	NOT Incl.	NOT Incl.	Included
Hourly Remote and On Site Rate – Telephony/VoIP (plus T&E beyond 200 miles from Grand Rapids, MI)	\$120-Normal Bus Hrs \$165-After Hrs/Wkds \$230-Holiday Hrs	\$100-Normal Bus Hrs \$155-After Hrs/Wkds \$220-Holiday Hrs	\$80-Normal Bus Hrs \$145-After Hrs/Wkds \$210-Holiday Hrs
Millennia Branded Phone Coverage	\$25 per phone per yr	\$20 per phone per yr	\$15 per phone per yr
Emergency Response Time ⁽⁹⁾	Within 4 Hrs	Within 2 Hrs	Within 1 Hr
Headsets	NOT Incl.	NOT Incl.	NOT Incl.
On-site scheduling of technician (Non-Emergency)	5-6 business days	3-4 business days	Within 2 business days
# of extensions on Mitel system: 444			
Pricing – 1 year Mitel Partner Support	\$14,635.00	\$25,947.00	\$31,070.00
Pricing – 3 Year Mitel Partner Support	\$39,515.00	\$68,624.00	\$80,478.50
Pricing – 5 Year Mitel Partner Support	\$62,200.00	\$102,300.00	\$123,990.00

All Millennia invoicing is due on a NET30 basis. Any unpaid invoice exceeding NET30 days will be charged an additional service charge of 2% of the outstanding balance due. NET30 begins as of the date of the invoice.

Remote Access – All outlined support options require the customer to allow Millennia to install remote access and monitoring tools/software.

**Executive Summary:
Mitel Partner Support
Bronze/Silver/Gold Levels**

Millennia's Support options are designed to provide everything from basic support for those customers who have their own IT staff to a higher level of support for those customers that don't have a robust IT/Telecom staff or are looking to outsource some of these services to become more efficient in their internal business processes when it comes to your IT/Telephony needs.

Inclusions/Definitions:

The items outlined in this agreement including the descriptions below are included as a part of the Bronze, Silver and Gold levels of Mitel Partner Support through Millennia. Any item not outlined in this agreement is not included and therefore may be subject to additional pricing at our standard T&M rates.

- All customers' initial end user calls are to be directed to the customers' internal IT service/help desk for processing. Customers' IT service/help desk will then open a ticket with Millennia to address the request.
- **24/7 Remote Monitoring** – If a notification comes into Millennia during normal business hours, the issue will be addressed as necessary and the customer will be sent a notification either via email or a phone call depending upon the severity of the issue. If a notification comes into Millennia after hours, Millennia will assess the situation and address it as first priority the next business day. This requires Millennia's remote support tools to be installed on the customers Director/ECC Server.
- **Customer Review & Planning** – Millennia will conduct a yearly or bi-yearly review per the level of support selected by the customer on page 2 in an effort to assist you in planning and outlining upcoming Mitel software releases/upgrades on the Mitel system as well as provide updates to the Mitel roadmap as they are released to Millennia.
- **Mitel Upgrade Software Package** – Under all 3 levels of support, all Mitel upgrade software will be provided to the customer at their request. Millennia upgrade labor is not included (see Millennia Tech Team – Mitel Software Upgrades below). All upgrades must adhere to Mitel's Best Practices.
- **Mitel Equipment Warranty** – All Mitel equipment is covered under warranty (not including phones) in all levels of support. In the case of failure, Millennia will handle the RMA with Mitel for replacement of the faulty Mitel switch (server not included if customer provided). In addition, as a Silver and Gold level customer, Millennia will provide same day switch replacement on any physical Mitel switch that has failed and is being RMA'd per the description on page 2 of this agreement (within lower Michigan – Next day outside of Michigan but within the continental U.S.). This does not include labor or T&E for a Millennia Technician or Engineer, these will be billed at our standard T&M rates based upon your respective level of support as outlined on page 2 of this agreement. For EoL (End of Life) Mitel/ShoreTel switches, Millennia will include a warranty for a replacement switch only, no software upgrades/patches will be available for these switches. In the case of a failed switch, a replacement switch will be provided. Millennia reserves the right to provide a refurbished working switch in these cases. If the manufacturer prohibits a software upgrade with systems that have EoL switches, we will provide you an additional quote for replacement of those EoL switches. Please note, it is our recommendation that you purchase replacement switches for any switch that has been EoL by the manufacturer.
- **Mitel Software Warranty** – Software is covered under warranty unless the software has been slated as "End of Life" by the manufacturer.
- **Online Ticketing Portal** – Millennia will provide the customer with an online ticketing Portal for opening trouble tickets on their Mitel system.
- **Carrier Network Assessments** – Millennia will provide the customer with up to 1 carrier assessment per year which includes a Billing Review and an assessment of the customers' options for both phone and Internet service options for up to 3 additional carriers. As a part of the Gold level of support, Millennia will also act as your vendor liaison for opening trouble tickets on your phone circuits with your voice carrier. This requires the customer to provide a signed LOA to be kept on file with Millennia, a copy of your most recent phone/Internet bill and your contract with your current carrier(s).
- **Root Cause Analysis Reporting** – For any Priority 1 issue on the Mitel system, Millennia will provide a Root Cause Analysis to the customer within 72 hours of resolving the open trouble tickets. Priority Levels are defined as:

Priority 1 – Multiple users affected – No work around
Priority 2 – One user – No workaround
Priority 3 – Multiple users – With workaround
Priority 4 – One user – With workaround

- **Remote MAC's (Moves/Add/Changes)** – Millennia will handle the customers' remote programming changes for MAC's as outlined in the support levels on page 2 of this agreement. All changes regarding Auto Attendant and/or Work Groups/ECC must be clearly designed and defined by the customer except for MAC's related to end users, their extensions and/or locations. Any design and/or onsite work related to Auto Attendants and/or Work Groups/ECC will be billed on a per project basis or at Millennia's standard T&M rates.
- **Millennia Tech Team - Mitel Software Upgrades** – As an option the customer can request the Millennia Tech Team to perform the actual software upgrades to their Mitel system. The Silver Level will include up to 1 upgrade per year and the Gold Level will include up to 2 upgrades per year. All software upgrades on the Bronze Level and any additional upgrades other than what is included on the Silver and Gold Levels will be billed at our standard T&M rates. The customer will be required to have their own Sr. level engineer onsite and available for any and all such upgrades. All upgrades must adhere to Mitel's Best Practices.
- **BrightMetrics** – The Bright Metrics reporting tool provides a system view of their Mitel system with cradle to grave reporting on all calls, based upon the analytics/logs the Mitel system provides to BrightMetrics. This includes the "Core UC Reporting & Analytics Tool". For live "Real Time Dashboard" and/or ECC reporting & analytics tools please request a quote from your Millennia Sales Associate. Please NOTE: Brightmetrics pricing is based upon total extensions on your system and therefore is subject to changes based upon your total extension count.
- **Loaner Mitel Director Server** – As a part of the Silver and Gold levels of support, Millennia will provide a loaner server in the case of a failure of their Director server. ECC Server included with Silver and/or Gold levels if necessary. Silver and Gold customers will be billed \$150/day beginning on day 31 for each server.
- **Daily Off-Site Back-up of Mitel Director/ECC Server** – Your Director/ECC Server will be backed up daily after business hours, usually between the hours of 12-5am. This requires Millennia's remote support tools to be installed on the Director and/or ECC server.
- **Mitel Voice Health Assessment with Millennia Engineer** – As a Gold Level customer, Millennia will perform a yearly Voice Health Assessment and provide a formal recommendation to insure the best possible voice quality across your network infrastructure.
- **Remote Fully Managed Mitel System** – Millennia will manage the day to day operations of the Mitel system including system monitoring and MAC's as outlined above. This will include a dedicated local or toll free # to Millennia Tech Support.
- **Voice Carrier Liaison** – Gold Level customers receive the added benefit of having a vendor liaison. This allows the Millennia Tech Team to open trouble tickets on behalf of our Gold customers with their voice and/or Internet providers. This requires the customer to provide a signed LOA which will be kept on file with our tech team and for our tech team to be added as authorized to speak on behalf of the customer for troubleshooting purposes.
- **New Mitel Hardware/Software Installation** – Gold Level customers receive an added benefit of having Millennia install any new hardware and/or software onto their system. This does NOT include phones. T&E will be charged for customers outside of 200 miles from Grand Rapids, MI.
- **Hourly Remote and Onsite Rates** – as outlined on page 2 of this agreement. This is for any service that Millennia provides that falls outside of the "included" coverages of your respective level of support. IE – network gear, PC's and or customer provided servers etc.
- **Millennia Branded Phone Coverage** – This coverage includes like model refurbished phones as replacements and/or handset/base/cord replacement when applicable (if like model is unavailable the closest available model will be used as the replacement). Please contact your Sales Consultant for a quote. All phones on the Mitel system must be included in this additional optional support.
- **Emergency Response Time** – Rates are based upon our outlined hourly rates for the chosen level of support on page 2. If you are a customer on T&M then your rates are outlined on page 1 of this agreement.
- **Headsets** – Headsets are not included in any level of support from Millennia. Any troubleshooting that we do for headsets will be billed at our standard T&M rates per your level of support as outlined on page 2 of this agreement. If you've purchased the headsets from Millennia and they are under warranty, we will provide the necessary information for you to RMA the headsets directly with the manufacturer.
- **Onsite Scheduling of Technician (Non Emergency)** – For scheduling of an onsite technician or engineer, we plan these in advance of the requested date in an effort to coordinate schedules efficiently and effectively. Those timelines are spelled out on page 2 of this agreement.



This agreement is made as of May 4, 2018 between Millennia Technologies (AKA Millennia Telecom and/or Millennia) and City of Wyoming located at 1155 28th. ST. SW., Wyoming, Michigan 49509

- 1. **AGREEMENT:** Millennia Technologies is providing City of Wyoming with the Mitel Partner Support option(s) selected below as outlined on the previous pages of this agreement. All future yearly support amounts could reflect increases to this amount due to additional licenses and/or equipment purchases. Upon signature of this agreement by both parties, this agreement is in force and binding between the two parties.

Customer agrees to all terms and conditions of the End User License Agreements of the manufacturers and/or service providers for any products/services purchased through Millennia. All support options committed to by City of Wyoming are in turn committed to and paid for by Millennia to Mitel and therefore are not subject to refunds or cancellations.

Please select by circling from the following options below:

- Bronze – 1 Year
- Bronze – 3 Year
- Bronze – 5 Year

- Silver – 1 Year
- Silver – 3 Year
- Silver – 5 Year

- Gold – 1 Year
- Gold – 3 Year
- Gold – 5 Year

Millennia Technologies

City of Wyoming

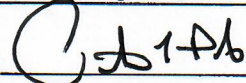
Name: _____

Name: Curtis Holt

Title: _____

Title: City Manager

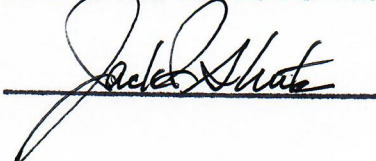
Signature: _____

Signature: 

Date: _____

Date: 6.18.18

APPROVED AS TO FORM:



10/01/18

Purchasing/KRO/LAJ

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM
L3 MOBILE-VISION, INC. TO REPLACE AND/OR UPGRADE
OUTDATED IN-CAR VIDEO CAMERA EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report, L3 Mobile-Vision, Inc. provided the City with a quote to replace and/or upgrade outdated in-car video camera equipment in the total estimated amount of \$27,498.32.
2. It is recommended City Council accept the quote from L3 Mobile-Vision, Inc.
3. Funds the purchase is budgeted in the Public Safety Department account number 101-305-31500-980094.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quotation from L3 Mobile-Vision, Inc. to replace and/or upgrade outdated in-car video camera equipment in the total estimated amount of \$27,498.32.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 1, 2018.

ATTACHMENTS:

Staff Report

Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 25, 2018
Subject: L3 In-Car Camera Upgrade
From: Lieutenant Joe Steffes
Meeting Date: October 1, 2018

RECOMMENDATION:

It is recommended that the City Council approve the expenditure of \$27,498.32 in funds for the purpose of replacing and/or upgrading outdated in-car video camera equipment from L3 Mobile-Vision, Inc.

SUSTAINABILITY CRITERIA:

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

Social Equity – This recommendation will provide service to all residents of the City of Wyoming, and any other individual entered into the Criminal Justice System through the Wyoming Department of Public Safety, without regard to income level or socio-economic status

Economic Strength – Without proper maintenance, including upgrades and replacements, the camera system will become outdated and unreliable. This could cause concern for the Public Safety Department and the community if/when the video is not available and needed for review. Maintaining our investment by keeping the equipment in good working order reduces the City's risk of liability.

Quality Customer Service - Maintaining a reliable system for recording interactions between law enforcement and the community serves many important purposes. Video cameras protect the rights and safety of both the police and our citizens as it provides an unbiased account of an incident that is available for review. Accountability to the public is increased when video reviews are used to substantiate or disprove claims of wrongdoing. Videos can also be used as a reliable piece of evidence in court proceedings. Utilizing videos can also assist the department in training officers.

DISCUSSION:

Due to the age of our current equipment and the fact that newer technology exists, the extended maintenance agreement that has been available for the last several years on our L3 in-car video equipment has been discontinued. This means that our current system will essentially be outdated in terms of replacement parts and new equipment. Therefore, we have developed an upgrade/replacement plan that keeps our current equipment in good working order while replacing it with newer, more sophisticated (HD) technology. This is part of our five-year, ongoing, in-car camera replacement plan.

Our current proposal is a request for the beginning of the third phase of the HD Camera replacement project, which includes purchasing six (6) HD Flashback in-car camera systems.

For compatibility purposes, the software and equipment needed to upgrade our system is proprietary and therefore must be purchased from our current vendor, L3 Mobile-Vision, Inc.

BUDGET IMPACT:

The \$27,498.32 in funds needed for the outlined purchases have been provided for in the Public Safety Department's FY2018 budget account #101.305.31500.980094.

Attachment: Quote



Mobile-Vision, Inc.

400 Commons Way Rockaway NJ 07866
T 973-453-8662 F 973-257-3024

QUOTE

Number 210793725

Date September 24, 2018

Sold To

Wyoming Police Dept.

Joe Steffes
2300 Dehoop Ave.
Wyoming, MI 49509

Phone 616-389-5719

Fax 616-249-3403

Ship To

Wyoming Police Dept.

Joe Steffes
2300 Dehoop Ave.
Wyoming, MI 49509

Phone 616-389-5719

Fax 616-249-3403

Salesperson

Paul Olkowski

P.O. Number

Ship Via

None

Terms

Line	Qty	SKU	Description	Unit Price	Ext.Price	Comments
1	6	FBHKS32ZSN1K4	FlashbackHD Syst, 32GBSD, OZ Cam, VLX, Std-Mon, Blk-thru-hole-wifi/wifi/GPS Ant, Trunk Mount	\$4,583.05	\$27,498.32	

* Installation of hardware not included*

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Dated: _____

L-3 Shipping Terms are FOB Rockaway, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Rockaway, NJ.

Signed: _____ Dated: _____

SubTotal	27,498.32
Tax	TBD
S&H	0.00
Total	27,498.32

Signatures are not required.
A Purchase Order will be mailed if approved by Council on 10/1/18.

Shipping Terms - Email received from Cathy Danzo, Senior Account Manager, L3 Mobile-Vision, Inc. on 9/24/18 informing the City that shipping charges will be waived.

Quotation is valid for 60 days from date issued. The technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce. State/Local Fees and Taxes are not included.